

AMENDMENT TO COMMUNITY SCHOOL CONTRACT

WHEREAS, St. Aloysius ("St. Aloysius") entered into a Community School Contract with LIBERTY HIGH SCHOOL (the "School Governing Authority") dated May 12, 2017 (the "Contract"); and

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

WHEREAS, St. Aloysius finds such amendment request reasonable;

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

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

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

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

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

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

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

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

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

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

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

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

St. Aloysius:

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

School:

By: [Signature]
Name: Messia Hricover
Title: Board President

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

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at 140 N. Keowee Street, Dayton, Ohio 45402 (“**School**”) in Montgomery County, Ohio; and

WHEREAS, the **School** is located in the Dayton Public School District; and

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

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

ARTICLE I

Purpose

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

writing to the **Sponsor** within seven (7) business days of the effective date of such changes, along with a copy of all documentation and filings.

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

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

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

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

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

ARTICLE II

School Governing Authority

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

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

seven (7) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

Operations

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

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

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

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

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

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

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

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

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

- 3.7 **Racial and Ethnic Balance.** The **School** will attempt to achieve or continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 3.7.** Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the Racial and Ethnic Balance of the **School** within the first two (2) months of the calendar year in order to make necessary adjustments to any marketing plans currently used by the school in order to attempt to be reflective of the community it serves.
- 3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26, tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.
- 3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as **Attachment 3.9** and shall be followed and may not be changed without the prior written notice to the **Sponsor**. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:
- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude;
 - (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group, (ii) students that meet a definition of “at-risk,” as defined within this Charter, (iii) residents of a specific geographic area within the district, as defined in this Charter, (iv) separate groups of autistic students and nondisabled students under R.C. 3314.061 and as defined in this Charter, and/or (v) single-gender students of either sex.

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

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

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

- (i) Prohibit the enrollment of students who reside outside the district in which the School is located; or
 - (ii) Permit the enrollment of students who reside in districts adjacent to the district in which the School is located; or
 - (iii) Permit the enrollment of students who reside in any other district in the state.
- (d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on the **School's** local policy for early entrance. If it is the intent of the **School** to admit students who do not meet the statutory deadline for regular admission, the **School Governing Authority** must adopt its own local policy for early entrance and/or the Early Entrance Student Acceleration Policy for Advanced Learners as applicable.
- 3.9.1 The **School Governing Authority** agrees to provide notices to students, parents, employees and the general public indicating that all of the **School's** educational programs are available to its students without regard to race, creed, color, national origin, sex and disability. Further, the **School** shall provide a non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms and promotional materials other than radio advertisements.
- 3.9.2 The **School Governing Authority** agrees to provide a copy of the most recent Local Report Card to parents during the admissions process under R.C. 3313.6411(B).
- 3.10 **Attendance Policy.** The **School Governing Authority** must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the **School** if the student, without a legitimate excuse, fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. The **School** and **School Governing Authority** shall ensure all attendance and participation policies will be available for public inspection. The School's attendance and participation records shall be made available to the Ohio Department of Education, auditor of state and the Sponsor to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.
- 3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not

infringe upon the rights of handicapped students as provided by state and federal law and the **School** must also maintain a separate policy for the discipline of students receiving special education services.

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

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

ARTICLE IV

Compliance With Laws

- 4.1 **Compliance with State Laws.** The **School** shall comply with sections 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0714 (Guidelines for statewide education management information system) (as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.948 (Provision of data to multi-state consortium prohibited), 3309.013 (Exclusions from definition of employee under ORC section 3309.01), 3313.131 (Member of governing authority of community school prohibited from membership on board of education), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.536 (School safety plan for each school building), 3313.539 (Concussions and school athletics), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7112 (Requirements related to care of students with diabetes), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises),

3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3314.0210 (Property purchased by operator or management company), 3314.032 (Contents of contract between governing authority and operator), 3314.035 (Publication of names of members of governing authority), 3314.036 (Employment of attorney), 3314.037 (Training on public records and open meetings laws), 3314.038 (Children residing in residential center; reporting), 3314.08 (Annual enrollment reports), 3314.40 (Report of employee conviction or alternative disposition), 3314.401 (Employee investigation report kept in personnel file), 3319.073 (In-service training in child abuse prevention programs), 3319.22 through 3319.31 (Licensure/certification of employees), except that the School may engage non-certificated persons to teach up to twelve (12) hours per week pursuant to section 3319.301, 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion), 3319.58 (Retesting teachers in low performance schools), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3321.191 (Board to adopt policy regarding habitual truancy – intervention strategies), 3327.10 (Qualifications of drivers), 3333.31 (Rules for determining student residency), 3737.73 (Fire, Tornado and Lockdown Drills), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 1702 (Non-Profit Corporation Law), 2744 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314 (Community Schools), 3365 (Post-Secondary Enrollment Options Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4123 (Workers’ Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

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

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

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

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

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

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

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

ARTICLE V

Facilities

- 5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at 140 N. Keowee Street, Dayton, Ohio 45402 and 3849 Germantown Pike, Dayton, Ohio 45417. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within seven (7) business days of its execution and shall be

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

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

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

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

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

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

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

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

ARTICLE VI

Educational Program

- 6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum of seventy-five (75) students in the first year of the Charter and one hundred (100) students thereafter; and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades 9-12 and ages 16-22. The **School** shall provide an education plan as detailed in Attachment 6.3 for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the School Governing Authority desires to add additional grades to the School, it shall submit a resolution requesting a charter modification to add grades. The Sponsor shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).
- 6.2 **Continuing Operation.** The **School** agrees to continue operation by teaching the minimum number of students permitted by law or this Charter, whichever is greater. Time is of the essence in continuing operation. Failure to continue operation without interruption is grounds for termination of this Charter.
- 6.3 **Curriculum.** For purposes of this Charter, in Attachment 6.3, the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into Attachment 6.3. Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, if necessary, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned with Ohio's New Learning Standards including English, Language Arts and Mathematics (Common Core State Standards), Science and Social Studies content standards and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. Attachment 6.3 encompasses a description of the

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

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

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

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

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

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

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

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

ARTICLE VII

Reporting

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

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

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

ARTICLE VIII

Employees

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

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

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

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

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

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

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

ARTICLE IX

Finance

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

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

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

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

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

ARTICLE X

Insurance/Indemnification

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

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

ARTICLE XI

General Provisions

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

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

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

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

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

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

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

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

11.6 **Term.** This Charter shall be for a term of five (5) years commencing July 1, 2017 and will automatically renew for one (1) year terms through June 30, 2023 due to the status of the sponsorship agreement between the Ohio Department of Education and St. Aloysius. During the 2022-2023 school year, the School Governing Authority shall undergo the high stakes review conducted by the Sponsor.

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

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

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

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

- c. Bridgescape - Dayton
 - d. Dayton Business Tech High
 - e. Mound Street Health Careers Academy; and
- xi) Evidence of the School's capacity to improve demonstrated by the following:
 - a. Strong leadership; and
 - b. Research based curriculum and instructional tools and resources; and
 - c. Professional development support for staff including coaching and mentoring; and
 - d. Multi-tiered intervention and prevention model to support at-risk learners; and
 - e. Evidence of a school improvement plan and process that includes the 5-step OIP model
- (b) The **School's** financial viability; and
- (c) The **School's operational** performance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

11.17 Severability. Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

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

11.19 Changes in Rule or Law. The School, Sponsor and School Governing Authority shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes.

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

Executed this 12 day of may, 201 7 in Cincinnati Ohio.

St. Aloysius

By: Pam Shanahan
(Name)

Its: Executive Director
(Title)

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

School Governing Authority of

Liberty High School
By: [Signature]
(Name)

Its: Board President
(Title)

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



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/03/2017	201706002696	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00	0.00

Receipt

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

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

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
3997901

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

LIBERTY HIGH SCHOOL

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

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 03/01/2017

Document No(s):

201706002696



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
3rd day of March, A.D. 2017.

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
Bussserv@OhioSecretaryofState.gov

Date Electronically Filed: 3/1/2017

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

First: Name of Corporation

Second: Location of Principal office in Ohio

<input type="text" value="DAYTON"/> City	<input type="text" value="OHIO"/> State
<input type="text" value="MONTGOMERY"/> County	

Effective Date (Optional) mm/dd/yyyy

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

Third: Purpose for which corporation is formed

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

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

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

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of **LIBERTY HIGH SCHOOL**

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

ARTHUR L. CLEMENTS, III

Name

25 W PROSPECT AVE., SUITE 1400

Mailing Address

CLEVELAND

City

OHIO

State

44115

Zip Code

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

BECKY M. SCHEIMAN

Signature

Signature

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, **ARTHUR L. CLEMENTS, III**, named herein as the

Statutory Agent Name

Statutory agent for **LIBERTY HIGH SCHOOL**

Corporation Name

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

Statutory Agent Signature **ARTHUR L. CLEMENTS, III**

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

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

Required

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

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

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

BECKY M. SCHEIMAN

Signature

By

Print Name

Signature

By

Print Name

Signature

By

Print Name

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

FIFTH. The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including (for such purposes) the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code.

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

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

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

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

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

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

CODE OF REGULATIONS

OF

LIBERTY HIGH SCHOOL

ARTICLE I: GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Liberty High School (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles.

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

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

b) Notwithstanding any other provision of this Code of Regulations:

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

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

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

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

Section 3. Location.

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

Section 4. Property.

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

ARTICLE II: BOARD OF DIRECTORS

Section 1. Management.

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

Section 2. Authority.

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

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

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

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

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

Section 4. Qualifications

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

Section 5. Director Vacancies.

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

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

ARTICLE III: MEETINGS

Section 1. Annual and Regular Meetings.

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

Section 2. Special Meetings

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

Section 3. Meetings Held Through Communications Equipment.

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

Section 4. Notice of Meetings.

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

Section 5. Action Without Meeting.

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

Section 6. Quorum.

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

Section 7. Voting

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

Section 8. Executive Session

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

Section 9. Minutes of Meetings.

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

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

ARTICLE IV: OFFICERS

Section 1. Election of Officers.

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

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

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

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

(4) Treasurer. The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school as defined in Chapter 3314 of the Ohio Revised Code, the office of Treasurer shall be held by the Corporation's appointed designated fiscal officer, who shall not be a member of the Board of Directors. The Corporation's designated fiscal officer shall hold such licenses and receive such training as required by Ohio law. The Treasurer shall cause to be

kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her appointment, the designated fiscal officer shall turn over to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands.

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

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

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

Section 2. Qualifications and Authority of Officers.

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

Section 3. Terms of Officers.

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

Section 4. Resignation and Removal.

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

Section 5. Officer Vacancies.

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

ARTICLE V: COMMITTEES

The Corporation may have Standing or Special Committees to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such

committees shall be selected by the President from among its members. Committee members shall be appointed by the President. The Corporation shall determine from time to time the number of members on each committee provided that at no time shall the number of committee members constitute a majority of the entire Board of Directors.

ARTICLE VI: CONFLICTS OF INTEREST POLICY

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

ARTICLE VII: INDEMNIFICATION

Section 1. Indemnification.

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

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

Section 2. Insurance.

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

ARTICLE VIII: NON-DISCRIMINATION

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

ARTICLE IX: AMENDMENT OF GOVERNING DOCUMENTS

Section 1. Articles of Incorporation

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

Section 2. Code of Regulations

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

ARTICLE X: CONFLICT WITH ARTICLES OF INCORPORATION

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

ARTICLE XI: DISSOLUTION

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

ARTICLE XII: MISCELLANEOUS

Section 1. Fiscal Year.

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

Section 2. Audit.

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

Section 3. Spending Authority.

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

STIPENDS

Pursuant to Ohio Revised Code Section 3314.02(E)(5): The governing authority of a start-up or conversion community school may provide by resolution for the compensation of its members. However, no individual who serves on the governing authority of a start-up or conversion community school shall be compensated more than one hundred twenty-five dollars per meeting of that governing authority and no such individual shall be compensated more than a total amount of five thousand dollars per year for all governing authorities upon which the individual serves. Each member of the governing authority may be paid compensation for attendance at an approved training program, provided that such compensation shall not exceed sixty dollars a day for attendance at a training program three hours or less in length and one hundred twenty-five dollars a day for attendance at a training program longer than three hours in length.



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

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

Financial Policies and Controls Manual

Financial Policies and Controls Manual

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Fiscal Management Overview

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

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

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

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

Bank Accounts

General

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

Reconciliation

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

Authorized Representatives

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

Revenues

State and Federal Programs

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

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

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

Miscellaneous Cash Receipts

General

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

Cash Journal

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

Revenues (Continued)

Deposits

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

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

Accounts Receivable

AR – Federal Funds Expended

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

Accounts Payable and Cash Disbursements

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

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

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

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

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

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

Payroll and Related Liabilities

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

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

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

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

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

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

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

Capital Assets

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

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

The database shall include than the following information:

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

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

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

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

Business Expense Reimbursement

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

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

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

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

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

Budgeting

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

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

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

Grant Programs

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

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

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

Project Cash Requests

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

Final Expenditure Reports

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

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

Month End Procedures

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

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

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

Audit

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

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

ASSIGNMENT AGREEMENT

This Assignment Agreement (hereinafter referred to as "Agreement") is entered into on this 1st day of July, 2018 by and between Cambridge Education Group, LLC (hereinafter referred to as "Cambridge"), Oakmont Education, LLC (hereinafter referred to as "Oakmont") and the Governing Authority of Liberty High School (hereinafter referred to as "School"). Cambridge, Oakmont, and the School shall be hereinafter collectively referred to as "Parties."

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

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

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

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

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

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

Cambridge Education Group, LLC:

By: _____

Oakmont Education, LLC:

By: _____

Governing Authority of Liberty High School:

By: _____

Governing Authority President

MANAGEMENT AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

ARTICLE I. RESERVED

ARTICLE II. TERM

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

ARTICLE III. MANAGEMENT SERVICES.

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

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

3.01 Educational Services.

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

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

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

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

Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate extra-curricular and co-curricular activities and programs which support the school's mission and goals and are budgeted during the annual budgeting process;

Additional Educational Services. Such other services as are necessary or expedient for the provision of teaching and learning at the School as may be agreed to in writing between the Company and the School;

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

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

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

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

(f) Additional Programs Sponsored by Company: Company shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to hereunder. The Board and the Company may decide that the Company may provide additional programs which

are not inconsistent with the Sponsor Contract or state or federal law. Exhibit B hereto may be modified as needed to reflect the allocation of responsibility for the costs thereof.

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

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

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

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

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

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

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

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

(e) Budgeting and Financial Reporting.

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

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

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

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

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

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

(f) Maintenance of Financial and Student Records.

1) Company will maintain accurate financial records pertaining to the Charter School, (including but not limited to accurate vendor invoices and/or receipts and information

evidencing Board approval of vendor invoices for expenditures in excess of \$5,000 that are not included in a previously Board-approved budget) together with all Charter School financial records prepared by the Company and retain all such records for a period of five (5) years (or longer if required by the Code or other applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the Charter School financial records retained by the Company pertaining to the Charter School will be available to the Charter School, the Authorizer, and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) days.

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

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

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

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

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

(i) Academic Progress Reports. Company will provide to the Board on an annual basis (or more often if necessary for the Board to satisfy its obligations under the Charter, the Code and other

applicable laws and regulations) a report detailing (A) the Charter School's students' academic performance, and (B) the Company's performance of the Educational Services and Administrative Services;

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

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

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

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

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

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

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

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

ARTICLE IV.

RELATIONSHIP OF THE PARTIES

4.01 Status of the Parties. The Company is not a division of any part of the Charter School. The Charter School is an independent nonprofit corporation established under the Code and is not a division or a part of the Company. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the parties. Nothing herein will be construed to create a partnership or joint venture by or between the Charter School and the Company. Neither the Charter School nor the Company will hold itself out as a partner of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the Charter School nor the Company has, and neither will represent that it has the power to bind or legally obligate the other. Notwithstanding the foregoing, Company understands that is acting on behalf of Schools; and has a contractual duty to act in good faith and adhere to the federal and state laws governing charter schools including ethics laws and conflict of interest, to the extent applicable to the Company.

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

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

4.04 Other Schools. The parties acknowledge that this arrangement is not exclusive and that the Company will have the right to render similar services to other persons or entities including other public or private schools or institutions ("Other Schools"). The Company will maintain separate accounts for reimbursable expenses incurred on behalf of the Charter School and Other Schools and only charge the Charter School for expenses incurred or consideration earned on behalf of the Charter School. All grants or donations received by the Charter School, or by the Company for the specific benefit of the Charter School, will be maintained in separate accounts and used solely for the Charter School. If the Company incurs authorized reimbursable expenses on behalf of the Charter School and Other Schools which are incapable of precise allocation

between the Charter School and Other Schools, then the Company will allocate such expenses among all such Other Schools and the Charter School on a *pro rata* basis based upon the number of students enrolled at the Charter School and the Other Schools, or upon such other equitable basis as it shall elect.

ARTICLE V.

CONSIDERATION

5.01 Compensation for Services.

(a) **Management Fee.** The Charter School shall pay a monthly Management Fee to the Company of (i) a fee of 18% of the School's Qualified Gross Revenues (the "Management Fee"). Company and the School agree that the year-end accounts related to any Management Fee decrease will be reconciled within sixty (60) days after the end of the fiscal year. Except as otherwise provided, Qualified Gross Revenue does not include facilities funding from any source, charitable contributions, proceeds from fundraisers, casino revenue, fees charged to students or PTA/PTO income, or Grant Revenue ("Non-Qualified Gross Revenue") which shall be retained 100% by the School. "Grant Revenue" shall mean all revenue received as a result of any application submitted by or on behalf of the School or any funding agreement reached by or on behalf of the School including but not limited to National School Lunch Program, Medicaid, and other grants for facilities, professional development, transportation, or other needs of the School. Non-Qualified Gross Revenue shall be paid to the Company or other third party providing the goods or services provided that the Company or third party presents and the School approves invoices that satisfy the conditions or restrictions imposed on the Non-Qualified Gross Revenue by the contributor, grantor, or other source of the Non-Qualified Gross Revenue.

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

5.02 Payment of Costs.

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

5.03 Time and Priority of Payments.

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

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

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

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

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

(f) Intentionally omitted.

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

5.04 School Expense Accommodation by the Company.

Effective as of the execution of this Agreement, the Company shall pay, which payment shall be treated as an advance against future revenues by the Company to the School and which shall be evidenced by a loan, any properly incurred School Expense under the following terms and conditions: (a) a reasonable estimate of the expense is submitted to the Company by the School and is approved by the Company, in writing, prior to the expense being incurred; (b) the School has not received funding from and is not eligible to receive or determines that it is not in the best interest of the School to receive financing from any other source for the operation of the School sufficient to pay the School Expense; and (c) such School Expenses advanced by the Company as set forth above, shall be payable by the School, in whole or in part, at such time as the School receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. Such advance shall be evidenced by a Promissory Note acceptable to the Company and the School. In no event shall any such promissory note provide for recourse against any member of the Board, the individual managers of the School or any other third party.

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

5.05 Other Revenue Sources.

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

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

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

ARTICLE VI PERSONNEL AND TRAINING

6.01 Personnel Responsibility.

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

(b) Except as specified in this Agreement or as required by law, teachers and support staff recommended by the Company pursuant to this Agreement will be employees of the Company. The Company will be responsible for conducting reference, employment checks, criminal background checks and unprofessional conduct checks on its employees to the extent required under the Code and other applicable laws and regulations as if the employees were employed by a Charter School. Upon request, the Company will provide the Charter School documentary evidence of such background checks.

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

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

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

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

ARTICLE VII. TERMINATION OF AGREEMENT

7.01 Termination.

(a) By the Company. Company may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that the Charter School fails to remedy a material breach within 30 days after written notice from Company to the Charter School. A material breach includes, but is not limited to (i) the Charter School's failure to pay any fee or reimbursement as required by the terms of this Agreement, (ii) an act or omission that causes the Company to be unable to perform its material obligations under this Agreement. Termination by the Company will not relieve the Charter School of any obligations for payments outstanding to the Company as of the date of termination or potential liability for financial damages suffered by the Company as a consequence of the Charter School's breach (or of the Company's termination as a result thereof) of this Agreement, (iii) action by the Board that is in violation of the Code, Charter Contract or applicable regulations that is considered a material default of this agreement, (iv) unilateral financial decisions by the School that adversely impact the Company's ability to collect a management fee or (v) failure of the Charter School to carry out any provision of the Management Agreement. The termination shall be effective 30 days after the expiration of any applicable cure period.

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

suitable facility cannot be located. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the School or Board. The termination shall be effective 30 days after the expiration of any applicable cure period.

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

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

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

7.02 Real and Personal Property.

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

7.03 Future Advances/Out-of-Pocket Expenses/Third-Party Obligations. Prior to (and in the case of the Charter School as a condition of) the delivery of any notice of termination in accordance with Section 7.01(b) above, or upon the termination or expiration of this Agreement for any other reason, the Charter School shall (i) reimburse Company for all expenses owed pursuant to Section 5.02 above, and (ii) repay all advances or loans from the Company, whether or not then due. In addition to the above, and notwithstanding anything to the contrary, as a condition precedent to termination of this Agreement, the Charter School shall, to the satisfaction of the Company, relieve the Company, or cause the release of the Company, from any and all liability with respect to any corporate or personal guaranty, loans or other financing which remains in place on or related to a Charter School facility, equipment, or another similar third-party obligation for which the Company and the Charter School is a party to the transaction (each a “Third-Party Obligation”). In order to facilitate the release of any Third-Party Obligation, the Charter School shall obtain any additional co-signers, guarantors or other third parties as required by any bank or lending institution in substitution of Company as the related party. It is expressly understood and acknowledged by the Charter School that the Company shall not be liable on any financing, guaranty loans or other contractual obligations entered into by Company on behalf of Charter School and that the Charter School agrees to indemnify, defend, and hold the Company harmless from any debts, demands, liens, judgment’s, legal actions whatsoever of any kind, and any losses, costs, or expenses, including reasonable attorney fees, arising from any Third-Party Obligation. The obligations of the Charter School contained in this Section 7.03 shall survive any such termination and shall continue in full force and effect.

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

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

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

7.07 Proprietary Information and Ownership. The Charter School acknowledges that the Company owns the intellectual property rights and interests in the NewStart Curriculum, as defined on page 1 of this document, and the NewStart Lesson Materials licensed to the Charter School during the term of this Agreement and to the names "Cambridge Education Group" and NewStart (such names being registered marks of Cambridge Education Group). The Charter School acknowledges and agrees that it has no intellectual or property interest or claims in the NewStart Curriculum, the NewStart Lesson Materials or such names and has no right to use the NewStart Curriculum, the NewStart Lesson Materials, or such names unless expressly agreed to in writing by NewStart. The Company shall have the right to install signs on the Charter School facilities, including under the name of the Charter School, describing the services provided by the Company including "Managed by Cambridge Education Group" or "Educational Services Provided by Cambridge Education Group." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

ARTICLE VIII. INDEMNIFICATION

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

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

requirements of this Section 8.02 may be met by the purchase of insurance pursuant to Article IX below.

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

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

ARTICLE IX INSURANCE

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

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

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

ARTICLE X WARRANTIES AND REPRESENTATIONS

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

(a) The Company is a duly organized limited liability company in good standing in the State of Florida and is authorized to conduct business in the State in which the Charter School is located.

(b) To the best of its knowledge, Company has the authority under the Ohio Revised Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.

(c) Company's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

(d) The Company has the financial ability and is in good financial standing with creditors or otherwise to perform educational management services as described under this Agreement and in accordance with Exhibit B.

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

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

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

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

11.01 Dispute Resolution Procedure. The parties hereto will endeavor to resolve in good faith any controversy, disagreement or claim arising between them, whether as to the interpretation, performance or operation of this Agreement or any rights or obligations hereunder. If they are unable to do so, any such controversy, disagreement or claim will be submitted, for final resolution to a court of competent jurisdiction in the State. Pending the resolution of the dispute, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The court will make its decision in accordance with the laws of the State in which the Charter School is located and of the United States.

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

ARTICLE XII MISCELLANEOUS

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

12.02 [Reserved].

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

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

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

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

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

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

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

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

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

If to the School, to:
Liberty High School
140 N. Keowee St.
Dayton, Ohio 45402

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

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

Liberty High School:

Cambridge Education Group, LLC:

By: 

Print Name:

Jessica Hincovec

Its: President

By: 

Print Name:

John Stead

Its: CEO

EXHIBIT A

Statement of Mission, Vision and Purpose;

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

[FINANCIAL POLICY MANUAL]
[STANDARD OPERATING PROCEDURES]

ATTACHMENT 3.4

CLOSING PROCEDURES ASSURANCE DOCUMENT

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

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

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

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

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

[Signature]
School Governing Authority President

3/13/17
Date

[Signature]
Designee

3/13/17
Date

[Signature]
Treasurer

3/13/17
Date

ATTACHMENT 3.7

RACIAL AND ETHNIC BALANCE

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

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

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

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

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

Approved: September 17, 2018

LIBERTY HIGH SCHOOL

OPEN ENROLLMENT, ADMISSIONS AND RESIDENCY POLICY

OPEN ENROLLMENT

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

ADMISSIONS PROCEDURES

Admission to the School is open to any student in grades 9 through 12 who reside in any district in the State of Ohio. The School will not charge tuition. The School will not discriminate in its pupil admission policies or practices on the basis of race, creed, color, religion, national origin, ancestry, sexual orientation, disability, sex, intellectual or athletic ability, measures of achievement or aptitude, or any other basis. All students of the School must be residents of the State of Ohio. Admission is open to students on a statewide basis. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

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

composition of the enrollment of the School is violative of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

PROCESS AND CRITERIA

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

Records Transfer

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

RESIDENCY AND ENROLLMENT REQUIREMENTS

Although the School has a statewide open enrollment policy permitting enrollment from any school or district in the State of Ohio, it is still necessary to establish a student's school district of residence before they can be enrolled in the School. The school district in which a parent or child resides is the location the parent or student has established as the primary residence and where substantial family activity takes place. Residence is a place where important family activity takes place during the significant part of each day; a place where the family eats, sleeps, works, relaxes and plays. It must be a place, in short, which can be called "home". One cannot establish a residence merely by purchasing/leasing a house or an apartment or even by furnishing such a house or apartment so that it is suitable for the owner's use. No single factor is determinative; residency will be established by the totality of the circumstances.

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

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

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

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

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

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

RECORDS UPON ENROLLMENT

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

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

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

ATTACHMENT 3.9c

AT-RISK DEFINITIONS

(AS APPLICABLE)

An “at-risk” student is one who is: (1) not performing well in brick and mortar schools; (2) not able to complete credit due to district rules or available programs; (3) pregnant or parenting; (4) homeless; (5) two or more grade levels behind; or (6) deemed “at-risk” by the School Administrator or other Ohio laws or regulations.

ATTACHMENT 3.12

STUDENTS WITH DISABILITIES

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

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

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

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

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

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

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

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

- *Adapted from the Ohio Department of Education*

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

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

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

Attachment 5.1

Facilities

Liberty High School (LHS) will open as an innovative high-performing school for students in grades 9-12 serving students at its campus in Dayton, Ohio.

LHS will implement its proven academic program developed by Cambridge Education Group (CEG) that will close the achievement gap for students and break the cycle of poverty that many Dayton, Ohio families have experienced for years. Our goal is to duplicate at LHS a superior individualized learning environment experienced at other CEG campuses in Ohio to ensure our students. Within three - five years, we expect LHS students to perform at or above grade level and outperform their peers in the Dayton school district.

LHS is currently negotiating its lease between the Governing Authority of the School and the landlord of the property. The school will finalize a ten (10) year long-term lease and will have a lessor / lessee arrangement with no additional affiliations or conflicts of interest. A sample floor plan is attached.

The facility will serve students in grades 9-12. The Dayton Public School District (DSD) is the area from which the LHS campus will draw its students.

The LHS campus facility is located at 140 North Keowee Street, Dayton, OH 45402 and encompasses approximately 15,000 square feet of space. A google map of the proposed LHS campus facility is attached.

The stand-alone building is located in a high need area and features one floor that is ADA compliant. The bright and open building offers ample space for classrooms to serve grades Nine through Twelve, multiple offices, and multi-purpose space. Additionally, the location is easily accessible to public transportation and features ample parking spaces.

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made by and between **Vaughn Investment Company, LLP** an Ohio limited liability partnership ("Landlord") and, **Liberty High School, an Ohio non-profit corporation** whose address is 140 N. Keowee Street, Dayton, Ohio 45402 (the "Tenant" and, together with the Landlord, the "Parties").

1) PREMISES.

Landlord, in consideration of the payments to it by Tenant of the rents herein contained, which Tenant agrees to timely pay, and in consideration of the performance by Tenant of the covenants hereinafter provided, which Tenant agrees to fully and promptly perform, does hereby lease to Tenant:

(a) Second floor space comprising of approximately 15,215 SF of the building located at 140 North Keowee Street, Dayton, Ohio 45402 (the "Building"). The Premises are more particularly depicted on attached Exhibit A (if applicable).

(b) Landlord hereby grants to Tenant, its employees, guests, and invitees a non-exclusive right to use all common areas serving the Building (the "Common Areas"). Student break areas shall be confined to interior of the space under this lease, so as to not interfere with daily business activities of other tenants. Entry and exit of students to and from the building premises and interior space shall be limited to 30 minutes in the morning between 7:30-8:00am and 30 minutes in the afternoon per hours to be set with on-site management. Individual students will be allowed to leave and return during the normal school day schedule as required for occasional off-site appointments, etc. No loitering of students on the premises shall be allowed, so as to not interrupt the daily activities of adjacent tenants. This policy shall be adhered to by all students and be part of their orientation. It is of the utmost importance that the students ingress and egress from the building and Premises be timely and directed as outlined above. Any interruption of activities of other tenants and/or vulgar acts or language will not be tolerated by the Landlord. The inability of Tenant to control student actions / language or other activities leading to disruption of adjacent tenants in the building will be deemed as a breach and default of this lease, and Landlord shall have right to such remedies outlined in this lease for such default. Entry and exit of students to and from the leased space shall be through the existing stairwell entry at the Southeast corner in the front of building and along the Southernmost portion of the parking lot to the Sidewalk nearest Keowee Street. A corridor will be painted in the parking lot along the Southernmost edge of the parking lot for student walkway to and from the building.

2) TERM.

The term of this lease shall be for a period of 60 Months beginning on July 1, 2017 and ending in 60 months after the Commencement Date. An enrollment office will be made available to school employees upon execution of this lease.

3) CONDITION OF PREMISES.

Except as otherwise set forth expressly in this Lease, Tenant agrees to accept the Premises in its present "as-is" condition, without any representations or warranties whatsoever, however, Landlord will, prior to the Commencement Date provide the improvements shown on the work letter that is attached as Exhibit B at its cost.

4) BASE RENTAL.

- (a) As base rental (the "Base Rent") Tenant shall pay Landlord at the rate set forth below which amounts do not include costs for improvements being made by Landlord (unless such improvements are noted as Landlord provided in Exhibit B), operating expenses of the Building (other than those listed in section 5 below) and the real estate on which the Building is located, utilities (except those services set forth in 5(a) below), and real estate taxes and assessments so that Tenant shall not owe the Landlord any amounts other than the Base Rent and any other agreed upon costs whether related to building improvements being done by landlord for tenant or otherwise. Base Rent shall be payable on the first day of each month of the term, beginning on the Commencement Date, as follows:
 - (i) For Lease months 1 through 3, the base rent shall be \$2000.00
 - (ii) For Lease months 4 through 12, the base rent shall be \$5000.00
 - (iii) For Lease months 13 through 24, the base rent shall be \$8500.00
 - (iv) For Lease months 25 through 60, the base rent shall be \$11,000.00
- (b) Base Rent shall be payable by Tenant to Landlord at c/o Craig Vaughn, Vaughn Investment Company at 140 North Keowee Street, Suite A / Back Dock, Dayton, Ohio 45402 or at such other place as Landlord may designate in writing and Base Rent shall be payable timely, in advance, on the first day of each month, without prior demand, set-off or deduction. In addition to the foregoing, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the amount of any installment of Base Rent on the additional payment set forth in Section 4 (a) hereof, which is not paid within five (5) business days after its due date. Late payments shall accrue compound interest at the rate of twelve percent (12%) per annum. Landlord shall apply rent payments in the following order: late fees, accrued interest, Additional Rent (defined below) and Base Rent.
- (c) Landlord shall notify Tenant of the costs of any additional improvements requested by Tenant which are not included in the Work letter attached hereto as Exhibit B and, if Tenant approves said costs in writing, Tenant shall pay Landlord for said costs within ten (10) business days of the date that Tenant approves said costs and Landlord shall complete said additional improvements. Landlord may require a bond or additional security to cover such costs of improvements to ensure that its interests are protected in the event of failure of payment by tenant. All costs, sources, scope and outcome of work performed associated with such additional improvements will be reviewed with tenant. Tenant shall have rights to provide their own estimates from separate sources to compare pricing received by landlord. Landlord will be ultimately responsible for contractor selection if not performing

additional work with its own forces or those companies owned by owner(s) of Landlord group.

- (d) Any other amounts, fees, or charges payable by Tenant hereunder, other than Base Rent, shall be "Additional Rent". Base Rent and Additional Rent shall collectively be identified as "Rent".
- (e) Every demand for rent due wherever and whenever made shall have the same effect as if made at the time it falls due and at the place of payment, and after the service of any notice or commencement of any suit, or final judgment therein, Landlord may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment.
- (f) Landlord is providing for use by Tenant the following:
 - Fire extinguishers (placement per code)
 - School fixtures / desks /chairs in the space presently will be provided to Tenant for use while lease is in place and being fully adhered to by Tenant. These items are to be maintained in their present condition as will be inventoried upon turn over to Tenant and returned to Landlord upon termination of this lease in the same form. Any damages or missing items will be paid for by Tenant upon lease termination.

All items left for use by Tenant will be kept in good marketable / functioning condition. Any repair / replacement of such items will be at the cost of the Tenant and will be remedied as needed during the lease and / or at lease termination.

5) UTILITIES; SERVICES.

- (a) Tenant, at its sole cost and expense, shall contract directly for the following utilities and services which Tenant may use or consume at the Premises:
 1. Telephone, communications and burglar, fire and sprinkler alarm services.
 2. Janitorial service.
 3. Trash / refuse removal and/or containers.
 4. Internet, wi-fi, or cable services, including installation of wiring or networking components.
 5. Security monthly monitoring expense relayed to Tenant by Landlord by security service provider of Landlord's choice.
 6. Fire suppression (extinguishers) recertification per annum.
 7. Water / sewer servicing and repairs as result of Tenant neglect or abuse.
 8. Gas service to be paid by Tenant.
 9. Snow removal / salt placement services (to be provided by Landlord and billed to Tenant on as per occurrence basis).

The following utilities are not separately metered, however, all charges for the following utilities are to be added to and paid as part of the base rent per month:

1. Electrical usage. Base rate for normal school usage during 10 hours a day for 5 days per week is to be paid by Tenant at a rate of \$1.75/SF per annum, to be paid monthly as 1/12th the total due per annum by Tenant along with base rent payments. Lighting shall be turned off by Tenant when the space is not occupied by it's personnel or after hours listed above.

(b) Tenant agrees to conduct its business in a manner that shall not be unlawful, illegal, or objectionable to other tenants in the Building of which the Premises are a part, including but not limited to noise, vibration, odor, trash or fumes. In the event Landlord receives reasonable complaints from other tenants in the Building and determines, in its sole reasonable judgment, that Tenant is conducting its operations in a manner so as to be objectionable to other tenants, Tenant shall, upon notice from Landlord, promptly modify its operations to eliminate such objections. Tenant also agrees to operate the space being leased with HVAC / environmental guidelines and set points and to have all environmental controls and lighting turned down or off to nighttime set points in order to limit utility costs for Landlord. If Tenant after written notification fails to comply with these set points and help Landlord mediate waste of utilities the Landlord will, upon proof of a higher utility bill, have the right to modify lease payments to cover this additional utility cost being incurred as lack of Tenant's cooperation.

6) **INSURANCE.**

- (a) Landlord shall, at its own expense, keep the Building at all times insured against loss by fire and other casualties commonly insured under an "All-Risks" policy in an amount equal to its replacement costs as determined by the Landlord. In the event the costs of premiums on said insurance increases due to the hazardous nature of the use and occupancy by Tenant of the Premises, then the entire increase in insurance cost shall be paid by Tenant in a lump sum and on receipt of invoice from the Landlord or Tenant shall have the right to obtain additional insurance at Tenant's cost to cover its use of the Premises and name Landlord as an additional insured.
- (b) Tenant shall at all times and at its cost maintain public liability insurance on their interior and or exterior use of the Premises with limits of at least \$2,000,000 combined single limit with a \$5,000,000 aggregate. Said General Commercial liability policy shall name Landlord as an additional insured, and Tenant shall provide Landlord within five (5) calendar days of the Commencement Date, and within five (5) days of a request from Landlord with a copy of the certificate of insurance exhibiting the required insurance.
- (c) Intentionally deleted.
- (d) Tenant shall, at all times and at its expense, maintain insurance against loss by fire or other casualty commonly insured against under an "All-Risk" policy on its furniture, fixtures, inventory, equipment, supplies, and personal property in an amount determined by Tenant. Tenant shall at all times carry Worker's Compensation at no less than State of Ohio required minimum. Tenant will also at

all times and at its expense maintain insurance against loss by fire, casualty or theft of those items being left in place as FF&E by the landlord for tenants use during the term of this lease and any extension thereof.

- (e) Each party hereto, on its own behalf and on behalf of its respective property insurers, hereby waives all liability and corresponding rights of subrogation against the other and its employees to the extent of any actual recovery made by any party hereto under any such insurance coverage. The foregoing waiver shall be effective regardless of the negligence of a party.
- (f) Such insurance policy(ies) shall provide that it may not be canceled on less than thirty (30) days prior written notice to Landlord at which time Tenant shall provide replacement coverage of same value and limits. Should Tenant fail to carry such insurance and furnish Landlord with such certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as Additional Rent.

7) USE OF PREMISES / PARKING.

Tenant shall use and occupy the Premises solely for a Charter school, and for purposes associated therewith, and for related uses and for no other purpose. Tenant under this usage shall agree to and be bound to control the user / student / worker population allowed in the Premises and will use all efforts to minimize obscene language or conduct. Tenant agrees to establish reasonable rules to restrict employees, students or visitors from loitering, including smoking on the property, and from interfering with any other tenants of the Building, including said tenant's customers and employees.

Tenant is hereby granted the use of 10 parking spaces with this Lease. Said spaces will be mapped out and shown to Tenant on the Commencement Date. Availability of more spaces may be negotiated as needed by Tenant and Landlord for an additional fee if needed.

8) INTERRUPTION OF SERVICE.

Landlord does not warrant that any service to be provided by Landlord will be free from interruption due to causes beyond Landlord's reasonable control. In the event of temporary interruption of services or unavoidable delay in the making of repairs, except if such interruptions or delays are a result of the negligence of Landlord, its agents or employees, the same shall not be deemed an eviction or disturbance to Tenant's use and possession of the Premises nor render Landlord liable to Tenant for damage by abatement of Rent or otherwise, nor shall the same relieve Tenant from performance of Tenant's obligations under this lease.

9) WAIVER OF CLAIMS.

Tenant waives and releases all claims against Landlord, its agents, employees, and servants in respect of, and Landlord shall not be liable for injury to person or damage to property sustained by Tenant or by any occupant of the Building or any other person occurring in or about the Building resulting directly or indirectly from Tenant's occupancy, negligence or omission. This

paragraph shall apply especially, but not exclusively, to damage caused as aforesaid or by flooding, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act of omission of other tenants or occupants of the Building or of any other persons, and whether such damage be caused or result from anything or circumstance above mentioned, or any other thing or circumstance or whether of a like or wholly different nature. If any such damage to the Building or any equipment or appurtenance therein, or to tenants thereof, results from any act or occurrence or negligence of Tenant, its agents, employees, or invitees, Landlord may, at Landlord's option, repair such damage, and Tenant shall, upon demand by Landlord, reimburse Landlord forthwith for all costs of such repairs and damages, both to the Building and to the tenants thereof in excess of the amounts, if any, paid to Landlord under insurance covering such damages. All property in the Building belonging to Tenant, its agents, employees, or invitees or to any occupant of the Premises shall be at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation, or loss thereof. Tenant agrees to hold Landlord harmless and to indemnify Landlord against costs and expenses (including attorney and paralegal fees) claims and liability for injuries to all persons and for the damage to or due to act or omission of Tenant, its agents, or employees.

10) REPAIR AND CARE OF PREMISES.

(a) Tenant Repairs. Tenant agrees that during the full term of this Lease or any renewal thereof, it will, at its own expense, keep the interior of the Premises in good, clean and sanitary condition and shall not let the interior of the Premises and the equipment located in the interior of the Premises, fall out of repair, and that it will maintain the equipment located in the interior of the Premises, and make repairs promptly as they become necessary. Interior maintenance shall be deemed to include, but shall not be limited to, repairs or replacements, outside of normal aging, required for all windows, doors, floors, interior walls, ceilings, painting and decorating, and repairs to heating, ventilating and air conditioning equipment ("HVAC Equipment"), whether said HVAC equipment is located inside or outside the Premises, plumbing and electrical fixtures and equipment located inside the Premises, sprinkler systems (if applicable), and dock equipment. All replacements made by Tenant in a workmanlike manner and shall be with equipment or parts of like kind and quality. Major mechanical and HVAC equipment replacement and repairs shall have a cap for maximum out of pocket by Tenant at \$5000.00 (Five Thousand Dollars) per annum (the "Tenant Repair Cap") per unit. Tenant shall maintain a service contract on the HVAC Equipment to service such equipment at regular intervals. Notwithstanding, the provisions of this subparagraph (10) (a), Tenant shall not be obliged to make such repairs as are necessitated by fire or other perils provided for by "All Risks" coverage clauses (whether or not caused by the active or passive negligence of the Tenant) for which damage or loss insurance is carried by the Landlord, unless such insurance is not adequate to cover the cost of such repairs, in which event Tenant shall be responsible for the excess costs and expenses. All services / repairs by tenant are to be coordinated through Landlord.

(b) Landlord Repairs. Landlord agrees that during the full term of this Lease, it will, at its own expense, keep the exterior, structural parts and roof of the Building in good condition and repair and that it will make such repairs as they become necessary. Exterior repairs shall be deemed to include roof, gutters, downspouts, and sewer outside of structure, plumbing outside

of structure, and electrical equipment located outside of the Premises. Landlord shall make such interior repairs and replacements as are necessitated by fire or perils provided for by "All-Risks" coverage clause (whether or not caused by the active or passive negligence of the Tenant) for which damage or loss insurance is carried by the Landlord and for which insurance proceeds are recovered, including interior decorating caused by such fire or other perils. Additionally, Landlord shall be responsible for major mechanical and HVAC equipment replacement and in excess of the Tenant Repair Cap.

(c) General Maintenance of Common Areas. Landlord shall arrange to keep the exterior parking lot, driveways, and sidewalks in good condition and repair, relatively clean and relatively free from rubbish, other obstructions, and arrange periodically for grass cutting and yard maintenance. Landlord covenants that it will, with reasonable dispatch after being notified in writing by Tenant of the need therefor, make such repairs or replacement as required hereunder.

11) DISCHARGE OF LIENS.

Tenant shall not do or suffer anything to be done whereby the Premises may be encumbered by any liens of mechanics, laborers or material-man, chattel mortgages or any other liens. Tenant shall whenever and as often as any such liens are filed purporting to be for labor or material furnished or to be furnished to Tenant discharge the same of record within sixty (60) days after the date of filing by payment, bonding or otherwise as provided by law. Tenant shall, upon reasonable notice and request in writing from Landlord and at Tenant's sole cost and expense, defend on Landlord's account any action, suit or proceeding which may be brought on or for the enforcement of any such lien. Tenant shall pay any damages and satisfy and discharge any judgments entered in such action, suit or proceeding and save Landlord harmless from any liability, claim or damages resulting therefrom. Should Tenant fail to discharge any such lien as provided above, Landlord may procure the discharge thereof by bonding or payment or otherwise and all costs and expense to which Landlord may be put in obtaining such discharge shall be paid by Tenant, together with interest thereon at the maximum rate permitted by law, as additional rent with ten (10) days after notice from Landlord to Tenant of the amount thereof.

12) INTENTIONALLY DELETED.

13) COMPLIANCE WITH LAWS AND REGULATIONS.

Landlord warrants that it has not received any notices of violations of any federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the Premises, that would affect the use of leased space by Tenant. Tenant shall, during the term hereof, operate the Premises in compliance with all applicable laws, ordinances, regulations and requirements of any governmental body affecting the Premises and the use thereof, including but not limited to the Americans for Disability Act (ADA) and those relating to public health, safety and protection of the environment. In addition, Tenant at its sole cost and expense, shall comply with all rules, orders, codes and recommendations of the National Board of Fire Underwriters (N.F.P.A.) and Landlord's fire insurance rating organization now or hereinafter in effect. Landlord will be responsible to ensure that the Premises fully comply with the above items as of the Commencement Date.

14) RIGHTS RESERVED TO LANDLORD.

Landlord shall have the following rights exercisable without notice and without liability to Tenant:

- (a) To have and retain a paramount title to the Building in which the Premises is situated free and clear of any liens and encumbrances created by Tenant other than the leasehold created by this Lease and Tenant's rights in connection therewith.
- (b) To offer to sell, sell, transfer and modify owning entity of the Premises.

15) WARRANTY OF QUIET ENJOYMENT.

Tenant, upon paying the Rent and keeping and performing the covenants of this Lease to be performed by Tenant, shall peacefully and quietly hold, occupy and enjoy said Premises during said term or any renewal thereof without any let, hindrance or molestation by Landlord or any persons lawfully claiming under Landlord.

16) ASSIGNMENT AND SUBLETTING.

(a) Except as otherwise set forth herein, Tenant shall not voluntarily assign, sublet, mortgage or otherwise encumber all or any portion of its interest in this Lease or in the Premises without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Any such attempted assignment, subletting, mortgage or other encumbrance without such consent shall be null and void and of no effect.

(b) No permitted assignment, subletting, mortgage or other encumbrance of Tenant's interest pursuant to 16(a), above, in this Lease shall relieve Tenant of its obligation to pay Rent and to perform all of the other obligations to be performed by Tenant hereunder. Landlord's acceptance of Rent from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or be construed as consent to any subletting, assignment, mortgage or other encumbrance.

(c) If Tenant desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord not less than ten (10) days prior to such assignment or subletting (i) the name of the proposed subtenant or assignee, (ii) the nature of the proposed subtenant's or assignee's business to be carried on in the Premises, (iii) the terms and provisions of the proposed sublease or assignment and a copy of the proposed sublease or assignment form, and (iv) such financial information as Landlord may reasonably request concerning the proposed subtenant or assignee.

(d) At any time within ten (10) days after Landlord's receipt of the information specified in Subsection (c), above, Landlord may by written notice to Tenant elect: (i) To consent to such

assignment or subletting; or (ii) Subject to the requirement of reasonableness, to refuse to grant consent to such assignment or subletting.

If Landlord does not exercise any option set forth in this Subsection within such ten (10) day period, Tenant may enter into a valid assignment or sublease of the Premises or portion thereof, upon the terms and conditions set forth in the information furnished by Tenant to Landlord pursuant to Subsection (c).

(e) The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not cause a merger, and shall, at Landlord's option, terminate all or any existing subleases or sub tenancies or shall operate as an assignment to Landlord of such subleases or sub tenancies.

(f) In the event of the transfer and assignment by Landlord of its interest in this Lease and in the Building to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations or liabilities arising after the date of the transfer or assignment hereunder, and Tenant agrees to look solely to the successor in interest of the Landlord for performance of such obligations.

17) FIRE OR OTHER CASUALTY.

(a) Should the Building be damaged or destroyed by any cause and such damage or destruction be of such a nature that it may be repaired or restored within a period of one hundred eighty (180) days after the occurrence, then this Lease shall not terminate but it shall be the obligation of Landlord to repair or restore the Building as nearly as possible to its condition prior to such damage or destruction and the Landlord shall proceed promptly to make such repairs or restoration. There shall be a proportionate abatement of Rent during the period that the Premises may be wholly or partially unavailable for use by Tenant for the operation of its business. Should the damage or destruction be of a character that will not, in an independent architect's or contractor's reasonable estimate, permit repair or restoration of the Building and/or the Premises, within a period of one hundred eighty (180) days after the occurrence thereof, Landlord shall notify Tenant within thirty (30) days after the occurrence. In the event that it is determined that restoration cannot occur within the one hundred eighty (180) day period, or such damage occurs within the last one hundred eighty (180) days of the Lease term, then either Landlord or Tenant shall have the privilege of canceling the unexpired term of this Lease upon giving written notice to the other within thirty (30) days after such damage or destruction.

(b) Notwithstanding anything contained herein to the contrary, in the event the holder of any indebtedness secured by a mortgage covering the Building requires that insurance proceeds be applied to the indebtedness, and if Landlord elects not to fund the repairs itself, Landlord shall notify Tenant within thirty (30) days of the date of such damage or destruction. Tenant shall then have ten (10) days to terminate the Lease upon notice to Landlord. If not terminated, Landlord shall have sixty (60) days from receipt of notice from Tenant that it elects not to terminate the Lease, to obtain a written commitment to refinance the existing debt and reconstruction and an additional one hundred twenty (120) days to complete the repairs and restoration. If Landlord is unable to refinance the existing debt and reconstruction costs for the Building at then current market rates available in the Dayton, Ohio area after reasonable efforts,

within the sixty (60) day period, Landlord or Tenant shall have the right to terminate this Lease effective as of the delivery of written notice to the other party.

18) EMINENT DOMAIN.

If less than the whole of the Premises or the Building shall be taken by any public authority under the power of eminent domain, (or any voluntary transfer by agreement in order to avoid court proceedings under the threat of condemnation) but Tenant in its reasonable discretion can continue to operate its business, this Lease shall not terminate, but the Rent due under this Lease shall be reduced in proportion to the percentage of square feet of the property or Premises taken for the period subsequent to the effective date of such taking or transfer. Landlord shall promptly restore any damage to the extent reasonably possible, but, Landlord is not required to expend more than the amount of any condemnation proceeds received by Landlord for such purposes. Notwithstanding the foregoing, if any portion of parking lot is taken thereby reducing parking spaces available to Tenant's customers, Tenant, at its option, may terminate this Lease.

If the whole of the Premises shall be taken by any public authority under the power of eminent domain (or any voluntary transfer by agreement in order to avoid court proceedings under the threat of condemnation) or if the Tenant is unable to continue to operate its business due to such partial taking, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the Rent shall be paid up to that day with proportionate refund by Landlord of any such Rent as may have been paid in advance. The entire amount awarded for any total or partial taking under the power of eminent domain including, but not limited to, any award for consequential damages, shall belong to and be the property of the Landlord, and Tenant hereby assigns to Landlord all of Tenant's rights to any portion thereof, except any award made for the loss of its leasehold interest, made solely to compensate Tenant on account of Tenant's interruption of business, Tenant's cost of moving to a different location, and the replacement cost or removal cost of Tenant's trade fixtures and personal property, which shall be the property of Tenant.

19) WAIVER.

(a) No waiver of any of the covenants and agreements here contained or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any other time of the same or of any other covenants and agreements hereof.

(b) The failure or delay by Landlord to exercise or enforce at any time any of the rights, remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of Landlord to exercise or enforce each and every such right, remedy or other provision. The receipt by Landlord of less than the full Rent due shall not be construed to be other than a payment on account of Rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease. No act or omission by Landlord or its employees or agents during the term of this

Lease shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless it is in writing and signed by Landlord.

20) REMOVAL OF FURNITURE AND EQUIPMENT.

Tenant shall have the right at any time to remove any of their furniture or equipment from the Premises, provided, however, that any damage to the Premises or Building caused by the removal of said furniture or equipment shall be repaired. Any furniture or equipment which is listed on a written notice to Tenant as being included as part of this Lease and is owned or provided by Landlord shall not be removed from the Premises. Any such equipment or furniture will be kept by Tenant in good condition subject to reasonable wear and tear. If at termination of this Lease any such equipment or furniture is found to be anything other than in good condition subject to reasonable wear and tear, then Tenant will reimburse Landlord for the cost of replacement for a new piece of equipment or furniture.

21) NOTICES.

All notices required under this Lease to be given to Tenant shall be addressed to (a) Liberty High School, 140 N. Keowee Street, Dayton, Ohio 45402, Attention: Board President; (b) Nicola, Gudbranson & Cooper, LLC, 25 West Prospect Avenue, Suite 1400, Cleveland, Ohio 44114, Attention: Becky M. Scheiman, or such other place as Tenant may designate in writing. Any such notice to be given to Landlord under this Lease shall be given to it at c/o Vaughn Investment Company, 140 North Keowee Street, Suite A / Back dock, or at such other place as Landlord may designate in writing. All notices shall be in writing and shall be delivered in person or by recognized overnight delivery service or sent by certified mail, postage prepaid, return receipt requested. Notice by delivery in person shall be effective when received or, if mailed, on the third (3rd) day after being mailed, or if sent by recognized overnight delivery service, on the day after deposited with the recognized overnight delivery service.

22) SUBORDINATION, NON-DISTURBANCE.

(a) This Lease is subject and subordinate to the mortgage which now may affect the Premises and the Building and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by the first mortgagee.

(b) With respect to future mortgage lenders, Tenant shall not be required to subordinate the priority of its Lease or attorn to such lender unless: (i) such lender agrees to execute a reasonable non-disturbance agreement that will prevent such lender from terminating the Lease as long as Tenant is not in default hereunder; and (ii) provides loan proceeds which will be used in connection with the Premises and Building.

23) FIXTURES AND ALTERATIONS.

Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed, make major or significant additions or alterations to the Premises, which alter the exterior or the structural character of the Building, attach exterior signs,

nor attach or affix any article to, or deface the exterior of the Premises. Tenant shall not make any alterations, penetrations or attachments to pierce through the roof membrane.

24) RISK OF LOSS TO PERSONAL PROPERTY.

All trade fixtures installed by Tenant and all equipment, stock, supplies and all personal property of any kind or description whatsoever in the Premises belonging to Tenant, shall be at Tenant's sole risk and Landlord shall not be liable for any damage done to or loss of such property or loss suffered by the business or occupation of Tenant regardless of the cause of such damage or loss, unless Landlord's employee, agents or independent contractors negligence was the sole proximate cause of such damage or loss.

25) REDELIVERY OF PREMISES.

Tenant shall, on the expiration of this Lease, deliver up the Premises in broom-clean condition as it now is or may be put by Landlord, free of all hazardous or toxic materials used, placed, or stored in the Premises by Tenant, reasonable use and ordinary wear and tear thereof and damage by fire or other casualty, condemnation or appropriation excepted. All fixtures or renovations made by Tenant during the term of this Lease or any renewal thereof shall be removed or returned to original condition upon Landlord's request(s). Cost of such repair or removal shall be Tenant's responsibility and such repairs shall be inspected and acceptable by Landlord.

26) EXAMINING AND EXHIBITING PREMISES.

Landlord or his duly authorized agent shall have the right to enter the Premises at all reasonable times during business hours, after twelve (12) hour advance notice (except in emergencies), to examine the condition of the same and to make repairs to the Premises. Within three (3) months prior to the date of the expiration of the Lease, Landlord or its authorized agent shall have the right to enter the Premises at all reasonable times after twelve (12) hours advance notice for the purpose of exhibiting the same to prospective tenants. However, by law, the school administrator is responsible for the safety of its students and must approve all visitors into the Premises during regular school hours. Accordingly, the Landlord and its employees, contractors and agents must first go to the School office, sign in and obtain and wear a visitor's badge while in or on Premises before inspecting or repairing the same. Furthermore, to the extent possible, repair/maintenance activities shall be scheduled so as to not interfere with regularly scheduled school activities.

27) INDEMNIFICATION.

(a) The Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, actions, damages, liabilities and expenses including, but not limited to, reasonable attorney's fees, in connection with the injury or death to persons or damage to property occurring in, on or about the Premises, the Building or adjacent areas thereof arising from the occupancy or use by Tenant, or arising from any breach or default in the performance of Tenant's obligations under this Lease or resulting from or arising out of the acts of omissions of Tenant, its agents, employees or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all claims, actions, damages, liabilities and expenses including, but not limited to, reasonable attorney's fees, in connection with injury or death to person or damage to property occurring in, on or about the Premises, the Building or adjacent areas thereof, arising from Landlord's management or operation of the Building, from any breach or default in the performance of Landlord's obligations under this Lease or resulting from or arising out of the acts or omissions of Landlord, its agents, employees or independent contractors.

(c) Tenant represents that no environmental hazards or violation of environmental laws, rules, or regulations will be created by Tenant during its tenancy. Tenant agrees to indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease term from or in connection with the presence or suspected presence of material amounts of hazardous or toxic materials, waste oil or petroleum hydrocarbons on or in the Premises and which arose after the commencement of the Lease term as a result of the action or inaction of Tenant, employees, agents, or independent contractors. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the site or any clean-up, removal or restoration mandated by a Federal, state or local agency or political subdivision. Landlord hereby releases and holds Tenant harmless from any and all environmental spills, hazardous or toxic materials release, EPA actions or waste issues that pre-existed Tenant's occupancy at the Premises.

(d) Neither party shall be entitled to be indemnified against its negligence or the negligence of its employees or agents.

(e) Tenant may not have hazardous or toxic materials, waste oil or petroleum hydrocarbons or other toxic or flammable liquids or substances on the Premises in any quantity. Tenant shall use and maintain all materials and substances stored or used on Premises in a lawful manner so as not to be in violation of any local, state or federal statute, regulation or ordinance.

28) CLEANLINESS OF PREMISES.

Tenant will keep the interior and exterior of the Premises in a safe, clean condition and will not store any refuse, trash, illegal amounts of toxic or hazardous materials or wastes in violation of any state or federal statute, regulation or ordinance in or around the Building or parking lot. Tenant will handle its own trash removal. The dumpster location must be approved by Landlord.

29) SIGNS.

Tenant may install a sign as it deems necessary, including a sign located on the front of the building adjacent to entry to its leased space, provided it obtains all necessary permits from government authorities and Landlord has given its prior written approval of the design, size, location and method of attachment. Upon termination or default of this Lease, Tenant shall pay

for removal and repair or patching or panel replacement along with any painting required to match adjacent surfaces due to holes left in the Building exterior for paint not matching.

30) **DEFAULTS AND REMEDIES.**

(a) Defaults by Tenant. The occurrence of any one or more of the following events shall be a default under and breach of this Lease by Tenant:

(1) Tenant shall fail to pay any monthly rental installment of annual Base Rent within ten (10) days after notice the same is past due and payable, or any other amounts due Landlord from Tenant as additional rent or otherwise, within thirty (30) days after written notice, that the same shall be due and payable. Notwithstanding the foregoing, no more than two times per Lease year, Landlord shall provide Tenant with ten (10) days prior written notice of any failure to pay any monthly rental installment of Base Rent before Landlord shall be entitled to hold Tenant in default hereunder.

(2) Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty day period, such default shall be deemed to have been cured if Tenant commences such performance within said thirty day period and thereafter diligently undertakes to complete the same and does so complete the required action within a reasonable time.

(3) A trustee or receiver shall be appointed to take possession of substantially all of Tenant's interest in this Lease (and Tenant does not regain possession within sixty (60) days after such appointment); Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter).

(4) A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute (and, with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof with sixty [60] days after the filing of the same).

(b) Remedies. Upon the occurrence of any event of default set forth herein, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

1. Landlord upon notice to Tenant may terminate this Lease as of the date of such default, in which event; (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; (ii) Landlord may re-enter the Premises and dispossess Tenant or any other occupants of the Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rent.; and (iii) notwithstanding the termination of this Lease, Landlord may declare

the net present value, increased at the rate of 12% per annum, of all Rent which would have been due under this Lease for the balance of the term to be immediately due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination, it being expressly understood and agreed that the liabilities and remedies specified in this subsection b of Section 30 shall survive the termination of this Lease; or

2. Landlord may, without terminating this Lease, re-enter the Premises and re-let all or any part of the Premises for a term different from that which would otherwise have constituted the balance of the term of this Lease and for Rent and on terms and conditions different from those contained herein, whereupon Tenant shall immediately be obligated to pay to Landlord as liquidated damages the difference between the Rent provided for herein, and the Rent provided for in any lease covering a subsequent re-letting of the Premises for the period which would otherwise have constituted the balance of the term of this Lease, together with all of Landlord's reasonable costs and expenses for preparing the Premises for re-letting, including all repairs, tenant finish improvements, brokers' and attorneys' fees, and all loss or damage which Landlord may sustain by reason of such re-entry and re-letting.

3. Landlord shall use reasonable efforts to mitigate its damages in case of Tenant's default by re-letting the Premises at a Rent, which is reasonable in the circumstances. In the event Landlord relets the Premises, upon such re-letting, the net present value (as defined above) of all Rent received from such re-letting shall be applied first to payment of costs incurred by Landlord in re-letting the Premises, second to payment of Rent and any other indebtedness due and unpaid hereunder, the remainder, if any, shall be reduced at the discount rate provided above and credited to Tenant.

4. Any and all property which may be removed from the Premises by the Landlord pursuant to the authority of the Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored in a commercial warehouse or otherwise by the Landlord at the risk, cost, and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation, or safekeeping thereof. The Tenant shall pay to the Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under the Landlord's control. Unless Tenant has provided written notice to the contrary to Landlord, any such property of the Tenant not removed from the Premises or retaken from storage by the Tenant within thirty (30) days after the end of the term, however terminated, shall be conclusively deemed to have been forever abandoned by the Tenant.

5. Any termination / default of the Lease for any reason during the period of the Lease where there are costs incurred by Landlord for any improvements as outlined in Exhibit B, will be paid within three (3) days of notice of termination / default to Landlord by Tenant.

31) TENANT'S REMEDIES.

Tenant may terminate this Lease prior to the end of the Term in the event Landlord fails to perform or observe any covenant or condition to be performed or observed by Landlord under this Lease, such failure shall not constitute a default under this Lease unless and until Tenant notifies Landlord in writing of the specific covenant or condition which Landlord has failed to

perform or observe and stating the specific action(s) demanded by Tenant of Landlord, and thereafter, Landlord fails to correct the failure to perform or observe the stated covenant or condition within sixty (60) days after receiving such notice unless such Landlord failure causes a health or safety risk or such immediate action by Tenant's sponsor is required. Tenants' demand shall not impose upon Landlord any greater obligation than Landlord previously had under the Lease or by law. Tenant may also terminate this Lease prior to the end of the Term in the event of the loss or suspension of the charter; or the enactment, repeal, promulgation or withdrawal of the state charter law such that this Lease or the operation of the community school on the Premises in conformity with this Lease or the Tenant's charter violates the law.

If the action(s) to be performed or observed by Landlord is (are) of such a nature that Landlord cannot reasonably be expected to complete such action(s) within sixty (60) days, then Landlord shall have such additional time to take such action(s) as may be reasonably needed under the circumstances and Landlord shall not be in default under the Lease so long as Landlord proceeds in good faith and provides in writing a schedule of corrective action within sixty (60) days.

Prior to exercising its right of termination pursuant hereto, Tenant shall provide five (5) days written notice to Landlord that Landlord has failed to satisfactorily remedy the failure, provided that Tenant shall only be required to provide one such written notice, and upon expiration of the five (5) day period, Tenant may at any time thereafter exercise its right of termination. Notwithstanding anything contained herein to the contrary, Tenant can immediately exercise its right to termination if a health or safety situation occurs and Tenant's sponsor suggests such action be taken.

32) ESTOPPEL CERTIFICATE.

Tenant shall, from time to time, within ten (10) days request of Landlord, issue to appropriate parties an Estoppel Certificate stating that the Lease is in full force and effect and such other items customarily requested in Estoppel Certificates. In the event Tenant believes certain obligations of the Landlord have not been met, same shall not be cause for withholding said letter, and Tenant shall list in said Estoppel Certificate items in which Tenant believes Landlord is deficient.

Landlord, from time to time, within ten (10) days request of Tenant, issue to appropriate parties an Estoppel Certificate stating that the Lease is in full force and effect and such other items customarily requested in Estoppel Certificates. In the event Landlord believes certain obligations of the Tenant have not been met, same shall not be cause for withholding said letter, and Landlord shall list in said Estoppel Certificate items in which Landlord believes Tenant is deficient.

33) BROKERS.

Landlord and Tenant respectively represent and warrant to each other that Tenant has not consulted or negotiated with a broker or finder with regard to the Premises. Brokerage fees are not due or payable by either Landlord or Tenant on this lease to any parties. Landlord and Tenant will indemnify and hold harmless the other against from any claims for fees

or commissions from anyone with whom either of them has consulted or negotiated with regard to the Premises other than the Brokers listed in this section (if any). No brokerage fees will be paid to or applied on any extensions or options executed under this lease.

34) AUTHORITY.

The persons executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly constituted Ohio Corporation; and such persons are duly authorized to execute and deliver this Lease on behalf of the Tenant.

Landlord and the persons executing the Lease on behalf of Landlord hereby warrant that: it is an Ohio partnership, duly formed and validly existing in the State of Ohio; that the persons executing the Lease are duly authorized partners with authority to execute and deliver the Lease on behalf of the partnership.

35) SEVERABILITY.

If any clause or provision of this Lease is illegal, invalid or unenforceable, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there may be added as a part of this Lease a clause or provision as close as may be possible and be legal, valid and enforceable. If such invalidity is, in the sole determination of Landlord, essential to the rights of both parties, Landlord has the right to terminate this Lease on written notice to Tenant.

36) MEMORANDUM OF LEASE.

This Lease may or may not be recorded, but Tenant and Landlord agree to execute a memorandum of lease to be prepared by Landlord, if Landlord chooses, in accordance with the requirements of Ohio law and recorded in the Montgomery County, Ohio Records.

37) LIMITATION OF LIABILITY.

Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to the assets of Landlord and any judgments rendered against Landlord shall be satisfied solely out of the assets of Landlord, and shall not exceed amounts paid to landlord during the course of this lease (current term). No personal judgment shall lie against Landlord and/or Landlord's partners upon extinguishments of their rights in the Building or other assets and any judgment so rendered shall not give rise to any right in the Building or other assets and any judgment so rendered shall not give rise to any right of execution or levy against the assets of Landlord's partners. The provisions hereof shall inure to Landlord, its partners, executors, administrators and assigns including any Mortgagee.

38) SECURITY DEPOSIT.

Amount required as security is to be set at \$15,000.00 (Fifteen Thousand Dollars). If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions

relating to the payment of Rent, Landlord may use, apply, or retain all or any part of the security deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage Landlord may suffer by reason of Tenant's default. If any portion of the security deposit is so used, applied, or retained, Tenant will within five (5) days after written demand deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord will not be required to keep the security deposit separate from its general funds, and Tenant will not be entitled to interest on the security deposit. The security deposit will not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the monthly Rent due for the last month of the term. Landlord may deliver the funds deposited under this Lease by Tenant to the purchaser of the Building in the event the Building is sold or lease is transferred, and after such time Landlord will have no further liability to Tenant with respect to the security deposit.

39) CANCELLATION.

Within five (5) days after the date that this Lease is executed by both parties and prior to the commencement of work to complete the improvements by Landlord set forth on Exhibit B attached hereto, if Tenant is unable to obtain any governmental approvals or permits necessary to allow Tenant's occupancy of the Premises, Tenant may cancel this Lease by written notice to Landlord whereupon Landlord will refund to Tenant any amounts paid to Landlord by Tenant with the exception of costs incurred by Landlord in preparation of estimates, lease drafting, legal fees incurred during negotiations or any other expenses incurred by Landlord to point of request for cancellation. Landlord will give Tenant a written notice that Landlord will commence work to complete the improvements set forth on Exhibit C at least Five (5) days prior to the date that Landlord will commence such work. If no improvements are required or being provided by Landlord under this lease cancellation period is not available.

40) PLANS AND SPECIFICATIONS.

Landlord, after consultation with Tenant, shall provide to Tenant, at Landlord's cost, all necessary drawings for the improvements as set forth in Exhibit C attached hereto (if applicable).

41) OPTION TO RENEW.

(a) Landlord hereby grants unto the Tenant the right and option to renew this Lease for two (2) additional term(s) of Five (5) years from and after the expiration of the initial term hereof upon the same terms and conditions, subject to the exceptions noted herein, provided written notice of the exercise of the option is given by the Tenant, at least one hundred eighty (180) days prior to the expiration of the then current term to the Landlord; and provided further that Tenant has then performed all covenants and provisions of the Lease, including payment of Rents, to be performed by it.

(b) Tenant acknowledges that it is Tenant's sole obligation to determine the expiration of the time period within which to send the notice of renewal required hereby and that time is of the essence in the delivery of such notice. Tenant acknowledges, and hereby expressly waives

any right which Tenant may have to assert any claim that the failure to exercise this option in a timely fashion was the result of accident, surprise, honest mistake, omission, clerical error, negligence or any other act or inaction on the part of Tenant. Tenant further acknowledges that if Landlord does not receive a notice of renewal within the time period specified herein, Landlord will take action to market the Premises and obtain additional tenant(s) therefore. Accordingly, Tenant agrees that Landlord shall conclusively be deemed to have relied upon non-exercise of the renewal option and, in the event Tenant attempts to exercise this option in an untimely fashion, that Landlord will be detrimentally affected by such late exercise.

(c) The Base Rent for the renewal terms shall be in an amount to be agreed to by the parties before the expiration of the then current term, said agreement not to be unreasonably withheld or delayed, however, in no event shall the Base Rent for the renewal term be less than the Base Rent for the last lease year of the immediately prior term

42. ENTIRE AGREEMENT. This Lease sets forth the entire agreement between the parties with respect to the subject matter hereof. Any prior conversations or writings with respect thereto are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

43. GOVERNING LAW; JURISDICTION. This Lease shall be construed and enforced in accordance with the laws of the State of Ohio (without reference to the conflicts of law or choice of laws provisions thereof) and the parties agree that any action to enforce this Lease shall be brought in the Common Pleas court of the County in which the Building is located and consent to jurisdiction and venue in that Court for purposes of any such action.

44) COUNTERPARTS. This Lease may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

45) GUARANTY:

The undersigned, Cambridge Education Group, LLC ("Guarantor"), hereby guarantees per Exhibit D, the performance of all the terms and conditions of the Lease, as if they had signed the Lease as the Tenant for the first thirty-six (36) months of on time consecutive payments. Due to its relationship with the Tenant, the Guarantor hereby waives any need for a separate written notice of default from the Landlord in case of a breach of the Lease terms, and further, without the necessity of first exhausting all Landlord's remedies against the Tenant under the Lease before bringing the action against the Guarantor.

INTENTIONALLY LEFT BLANK.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease
as of the 24th day of MAY, 2017.

Vaughn Investment Company, LLP

an Ohio limited liability partnership

By CRV

Title: PARTNER

STATE OF _____)
)SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, a
Notary Public in and for said County and State personally appeared _____ the
Landlord in the foregoing lease agreement, and acknowledged the signing and execution of
said instrument to be his free act and deed on behalf of said partnership for the uses and
purposes therein mentioned.

Notary Public

Tenant: Liberty High School

By: _____
Printed Name: _____
Title: _____

STATE OF _____)
)SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, a
Notary Public in and for said County and State personally appeared _____ the
President of Liberty High School Tenant in the foregoing lease
agreement, and acknowledged the signing and execution of said instrument to be his free
act and deed on behalf of said company for the uses and purposes therein mentioned.

Notary Public

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease
as of the ____ day of _____, 2017.

Vaughn Investment Company, LLP
an Ohio limited liability partnership

By _____


Title: _____

STATE OF _____)
)SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, a
Notary Public in and for said County and State personally appeared _____
the Landlord in the foregoing lease agreement, and acknowledged the signing and
execution of said instrument to be his free act and deed on behalf of said partnership for
the uses and purposes therein mentioned.

Notary Public

Tenant: Liberty High School

By: 
Printed Name: Jessica Hricovec
Title: President

STATE OF Ohio)
)SS:
COUNTY OF Cuyahoga)

BE IT REMEMBERED, that on this 24th day of May, 2017, before me, a
Notary Public in and for said County and State personally appeared Jessica Hricovec, the
President of Liberty High School, Tenant in the foregoing lease agreement, and
acknowledged the signing and execution of said instrument to be her free act and deed on
behalf of said company for the uses and purposes therein mentioned.


Notary Public

BECKY SCHEIMAN, Attorney
Notary Public, State of Ohio
My Comm. Has No Expiration Date
Section 147.03.R.C.

EXHIBIT A **MAP / DIAGRAM OF LEASED SPACE**

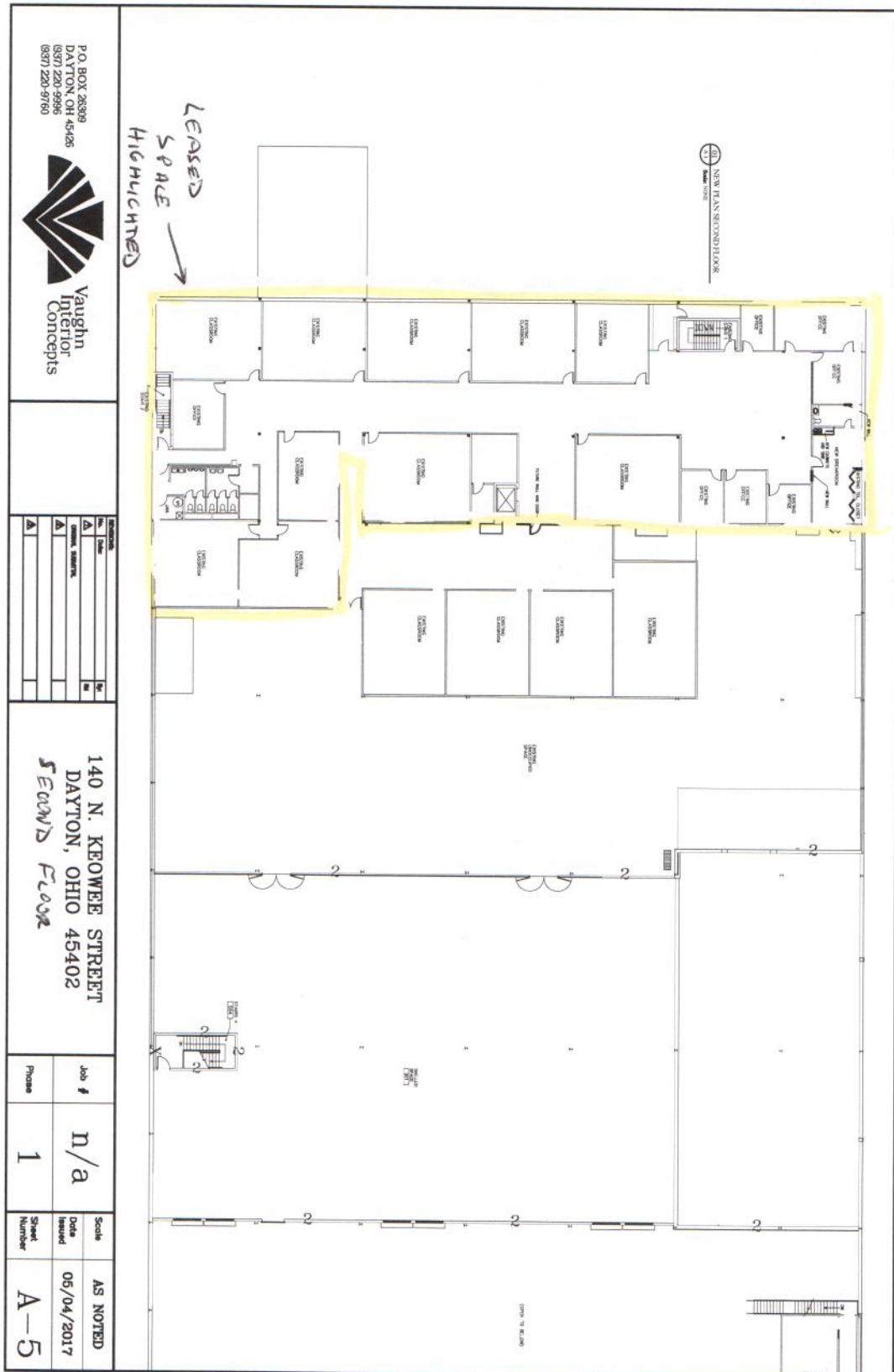


EXHIBIT B

1. **WORK LETTER (LANDLORD IMPROVEMENTS TO SPACE)**
2. Detailed work list: Landlord will provide a new coat of paint on all Gypsum Board walls existing within the leased space. Landlord will provide a custom built Reception desk (plastic laminate wall with plastic laminate countertop / transaction top) as shown in Exhibit A. Location of Reception Desk will be per the direction of the Tenant. Landlord will provide break room as noted on Exhibit A with 6LF of base, wall cabinets and countertop with sink. Carpet will be cleaned as required prior to tenant move in.

EXHIBIT D GUARANTY

To induce **Vaughn Investment Company, LLP**, an Ohio limited liability partnership, to enter into or accept the foregoing Lease Agreement, Cambridge Education Group, LLC, ("Guarantor") hereby unconditionally guarantees to Landlord the full and prompt payment of the unpaid balance of rent and all other charges due under the Lease (the "Lease") by Liberty High School, an Ohio Non Profit Corporation, ("Tenant") as provided in the Lease. Guarantor shall be jointly and severally liable with the Tenant and Landlord may proceed against one or both, simultaneously or otherwise, in the event of a default. Guarantor hereby consents to and waives notice of (a) acceptance of this Lease, (b) any and all extensions of time for payment and other forbearance which may be extended by Landlord under the Lease, (c) amendments or modifications of the Lease, regardless of the nature thereof, and (d) any other act or omission by Landlord which might have affected this Guaranty; it being understood that this is an absolute guaranty and Guarantor waives any all suretyship defenses except full payment and performance by Tenant of Tenant's obligations under the Lease.

If any sum paid or credited to Tenant under the Lease is subsequently, in whole or part, declared to be preferential or fraudulent, set aside, or otherwise required to be paid or repaid to or for the benefit of Tenant or the Guarantor, or either of their respective estates, or any other party, then to the extent of such payment or repayment, this Guaranty shall be deemed reinstated and shall continue in effect as if such offsetting transactions had never occurred.

With respect to any payments made under this Guaranty, the Guarantor shall have no rights of subrogation, under the Bankruptcy Code or otherwise, against Tenant, unless and until this Guaranty and all sums secured hereby shall have been paid in full.

This Guaranty is binding upon and insures to the benefit of the heirs, successors and assigns of the parties. If the Guarantor fails to pay any amount due under this Guaranty immediately upon demand, then Guarantor shall be liable for all reasonable costs of collection, including but not limited to attorneys' fees and disbursements.

This Guaranty shall expire when the Lease has terminated, but such expiration shall not affect or otherwise diminish the force and effect of this Guaranty as to any claim, right or matter which arose or accrued prior to such expiration.

GUARANTOR – Cambridge Education Group, LLC
TITLE: _____
PRINTED NAME: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public in and for said county and state, on this _____ day of _____, 2013, by _____.

Notary Public

My Commission Expires: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
DAYTON JOB CORPS CENTER
AND
Liberty High School

This Memorandum of Understanding (MOU) is dated and effective as of October 8th, 2018 and is entered into by and between Dayton Job Corps Center (DJCC) and Liberty High School ("*Provider*"). DJCC and Provider are each a "*Party*" and collectively are the "*Parties*" to establish cooperative efforts between the Parties in providing comprehensive and effective services as set out herein.

In consideration of their mutual interests and benefits and the terms and conditions set out below, the Parties agree as follows:

1. Scope of Cooperation.

a. **DJCC agrees to:**

- i. Provide information and reports as required by either Provider or the regional youth regulations.
- ii. Provide staff training to Provider staff regarding DJCC services and practices.
- iii. Meet with Provider administration on a quarterly basis to assess productivity, progress and programmatic issues.
- iv. Assist and consult with Liberty High School in its planning, development and evaluation of the Dayton Job Corps Career Technical Training (CTT) programs.
- v. Ensure that all students seeking enrollment in the Dayton Job Corps Center's program meet the eligibility requirements specified in this agreement and meet the requirements for eligibility under the Department of Labor guidelines.
- vi. Supply detailed Career Technical Education (CTE) Training related program and other records of students as may be required for the operation for public schools by state or federal law or regulations to the extent permitted by the Department of Labor/Job Corps rules and regulations.
- vii. Have shared responsibilities for the student's general welfare while at Liberty High School (if applicable).
- viii. Make DJCC Career Technical Education (CTE) Training equipment available for use by students of Liberty High School who are enrolled in the Dayton Job Corps Center's program.
- ix. Work with Liberty High School curriculum personnel in program planning, development, operation and evaluation as needed or requested by Provider.
- x. DJCC will utilize its supervisory authority over students so as to foster and support the implementation of applicable Liberty High School policies and procedures.
- xi. Provide adequate classroom space and large equipment (desks and chairs) for students (a maximum of 25 Full Time Equivalent / FTE's) and a teacher to accommodate the academic needs of students working on their Tier 1 High School Diploma through enrollment with Liberty High School. Provider shall have access to the facility located at DJCC, which includes the classroom space and equipment at no cost to Provider, as described herein.
- xii. Provide Career Transition Services (CTS) to each CTE Training completer, which will include, but will not be limited to, Advanced Training opportunities, Technical School, College admittance assistance, military assistance and job placement.



b. **CONCURRENT TRAINING**

To ensure that DJCC follows concurrent training guidelines according to the Policy and Requirements Handbook (PRH) for students enrolled at Liberty High School taking vocational training through the Dayton Job Corps Center, DJCC will:

- i. Ensure all students complete all Career Preparation Period requirements, including health services.
- ii. Ensure all students receive the full range of Job Corps services, including career development and personal face-to-face counseling. Evaluations of Student Progress (ESPs) and Personal Career Development Plan (PCDP) updates will be accomplished in the same manner as for other students.
- iii. Work closely with Liberty High School to provide provisions that will ensure concurrently enrolled students receive the full benefit of academic, employability, and social skills training.
- iv. Ensure students breaks and holidays provided by Liberty High School will not result in concurrent enrolled students having more non-work days than the students at Dayton Job Corps Center.
- v. Make sure provisions are made to ensure that students are engaged in meaningful learning or enrichment activities during their downtime (e.g. non-class days/hours, semester breaks, etc.) from participating courses.
- vi. Make sure that determination for the provision of reasonable accommodation must be made for students with disabilities, as required by state and federal law and as appropriate.
- vii. At a minimum, DJCC must receive, record, and maintain regular progress and attendance reports from Liberty High School
- viii. Provide provisions to ensure that Liberty High School students concurrently enrolled in the DJCC program and Liberty High School receive career transition readiness services prior to graduation and career transition services after graduation.
- ix. Will ensure that Liberty High School and Dayton Job Corps Center are not paying for the same services. The DJCC's operating budgets/staffing are adjusted to account for services provided by Provider.
- x. Will ensure that MOUs or contracts are reviewed and approved annually by the Regional Offices. MOU/contract renewals will be due on DJCC's contract anniversary or the start of each program year.
- xi. Ensure that a description of the approved concurrent enrollment programs must be included as part of the center's Career Development Services System (CDSS) Plan. At a minimum, the narrative shall address:
 1. The name and location of Liberty High School.
 2. A description of approved slots.
 3. Methods for determining entry, progress, and completion.
 4. A description of how the program will be evaluated.

c. **Liberty High School agrees to:**



- i. Refer eligible and interested students to Dayton Job Corps for enrollment consideration.
 - ii. Provide students with Academic preparation for obtaining their High School diplomas.
 - iii. Provide students with credit flexible and elective credit for participation in the CTE Training component.
 - iv. Ensure all DJCC Vocational Instructors have the necessary CTE licensure through the Ohio Department of Education
 - v. Provide all necessary working accommodations, computer and related technological needs, access to database, supplies, and access to equipment.
 - vi. Provide all necessary training and support leading to total immersion in the Provider team.
 - vii. Provide access to Provider/client information, with client authorization only.
 - viii. Meet regularly with DJCC administration to ensure consistent and clear inter-organizational communication.
 - ix. Agree to provide school calendar to be included with the MOU for the purpose of accurate recordkeeping for DJCC Records Department.
2. No Monetary Compensation. Except as provided in Section 7, (i) Provider shall not receive or be entitled to any monetary consideration under or pursuant to this MOU from DJCC Alutiig Education & Training, LLC or any of its subcontractors, or the U.S. Government or any of its departments and agencies, and (ii) DJCC shall not receive or be entitled to any monetary consideration under or pursuant to this MOU from Provider.
3. Independent Relationship. DJCC and Provider will at all times be independent of each other and not employees or agents of each other in connection with this MOU. Neither Party will (i) enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of the other Party or any subsidiary or affiliate of the other Party; (ii) be entitled to any workers' compensation, pension, retirement, insurance, vacation pay, sick pay, or other benefits afforded to employees of the other Party or any subsidiary or affiliate of the other Party; or (iii) represent to be or hold itself out as an employee of the other Party or any subsidiary or affiliate of the other Party. Each Party shall retain full control over the manner, methods and details by which it performs the cooperative efforts set out herein. This MOU will not be construed to create a partnership, joint venture, principal/agent relationship or employment relationship between the Parties.
4. Termination. This MOU may be terminated at any time with or without cause by any Party upon 30 days written notice to the other Party. If not sooner terminated, this MOU expires one (1) year following the effective date.
5. Obligations upon Termination. Upon termination of this MOU pursuant to Section 4: (i) neither DJCC nor Provider shall have any further obligations under this Agreement; (ii) DJCC shall return any and all Provider property, Work Product, and Confidential Information within five (5) days at the terminating Party's expense; (iii) DJCC shall have no obligation to perform any services described in Section 1 during the transition period other than those needed to achieve an orderly transition.
6. Confidential Information. To facilitate the provision of the services as described herein, Provider may disclose to DJCC student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g, and its implementing regulations, 34 C.F.R. pt. 99, as each may be amended from time to time ("FERPA"), Provider hereby acknowledges that, in the course of providing the services as described herein, DJCC is a school official with

legitimate educational interests in the Student Records disclosed to DJCC, pursuant to 34 CFR Sec. 99.31(a)(1). DJCC agrees to use, maintain, and re-disclose Student Records only in accordance with the requirements of FERPA. Without limiting the foregoing, DJCC agrees that it shall not maintain, use, disclose, or allow access to Student Records except as permitted by this MOU or as otherwise authorized by Provider or by law, and will use Student Records disclosed by Provider only for purposes for which such disclosure was made.

7. Indemnification/Limited Liability.

- a. Indemnification. To the fullest extent permitted by law, each Party ("*Indemnifying Party*") shall indemnify, defend and hold harmless the other Party ("*Indemnified Party*") from and against all claims, liabilities, damages, suits, losses, penalties, fines, fees, costs and expenses of any nature whatever, including but not limited to reasonable attorney's fees, arising out of or resulting from, in whole or in part by, (i) the failure by an Indemnifying Party to perform any term, covenant or condition of this MOU, or (ii) the actions, inactions, negligence or fault of the Indemnifying Party, anyone directly or indirectly employed by the Indemnifying Party or anyone for whom acts on behalf of the Indemnifying Party may be liable; except however, that the foregoing shall not apply to the extent any such claims, liabilities, damages, suits, losses, penalties, fines, fees, costs and expenses are caused or contributed by (i) the failure by the Indemnified Party to perform any term, covenant or condition of this MOU, or ii) the actions, inactions, negligence or fault of the Indemnified Party, anyone directly or indirectly employed by the Indemnified Party or anyone for whom acts on behalf of the Indemnified Party may be liable. This Section shall survive the expiration or termination of this MOU, and shall be in effect in perpetuity.
- b. Limitation of Liability. Notwithstanding anything herein to the contrary, no Party shall be liable to the other Party for any indirect, exemplary, punitive, special, incidental or consequential losses or damages, whether in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to loss of use, profits, business, reputation or financing, even if such Party has been advised of the possibility of such damages.
- c. For the purposes of this section, the term "Indemnified Party" in subsection (a) and the term "Party" in subsection (b) includes the Parties and their respective former and current subsidiaries, affiliates, parents, partners, related companies or entities, and subcontractors, and each of their respective owners, members, shareholders, officers, directors, partners, representatives, agents, employees, insurers and reinsurers, attorneys, successors and assigns, in their business capacities.

8. Miscellaneous. This MOU shall be governed by the laws of the State of Ohio. If any provisions of this MOU is found to be invalid or unenforceable in whole or in part, the remaining provisions shall remain fully valid and enforceable. This MOU is the entire understanding and agreement of the Parties relating to the subject matter herein, and neither Party shall be bound by any additional or other representation, condition, or promise except as subsequently set forth in writing signed by the party to be bound. All additions or modifications to this MOU must be made in writing and must be signed by all Parties. This MOU is binding on and inures to the benefits of the Parties and their respective successors and assigns; however, this MOU may not be assigned without the prior written consent of all of the Parties. This failure of either Party to insist upon performance of any provisions of this MOU, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, not in any way affect the validity of this MOU. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Dispute Resolution. Any and all claims, controversies, or disputes arising out of or relating to this MOU (each a “Dispute”), shall be resolved exclusively as set forth in this Section.

- a. The Dispute shall first be submitted in writing to a designated representative of each Party, and such designated representatives shall attempt to resolve the Dispute within thirty (30) days of submittal.
- b. If the designated representatives are unable to resolve the Dispute within the 30-day period provided in subsection (a) and either Party wishes to continue to pursue the Dispute, the Parties agree to resolve the dispute by binding and final arbitration. The arbitration shall be conducted by a single arbitrator selected by the agreement of the Parties. The arbitrator shall be a person who is legally trained and is independent of either Party. In the event that the Parties are unable to agree upon an arbitrator, each Party shall select one person with the qualifications set forth in the immediately preceding sentence, and the two shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The Parties shall bear equally the cost of arbitration, provided, however, that each party shall bear its own legal fees with respect to the arbitration unless otherwise specifically provided for by the decision of the arbitrator. The arbitrator shall be bound to follow the provisions of this MOU in resolving the dispute, and may award attorney’s costs to the prevailing party, but shall not be empowered to award damages (such as punitive or exemplary damages) in excess of actual damages. The decision of the arbitrator shall be final and binding on the Parties, and any award of the arbitrator may be entered or enforced in any court of competent jurisdiction. Venue for any such arbitration shall be Columbus, Ohio.

10. Insurance.

- a. Provider shall procure and maintain at all times during the term of this MOU, and at its own cost, the following insurance policies required hereunder. The insurance companies shall be rated no less than A-7 by AM Best rating service. The policies of insurance required shall include the following:
 - i. Worker’s Compensation Insurance: Worker’s Compensation Insurance in compliance with the laws of all applicable states, including USL&H and Jones Act (if applicable to their services under the MOU), and any other coverages that may apply where the services are performed covering Provider employees engaged in the performance of the services specified in the MOU.
 - ii. Employers Liability Insurance: Employers Liability Coverage, with minimum limits of \$500,000 Bodily Injury/Each Accident, \$500,000 Bodily Injury by Disease/Policy Limit, \$500,000 Bodily Injury by Disease/Each Provider Employee
 - iii. Commercial General Liability Insurance: Broad Form Commercial General Liability Insurance on a “Per Occurrence” basis with limits of liability not less than \$1,000,000 and/or \$2,000,000 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; and (b) Products and Completed Operations.
 - iv. Business Automobile/Motor Vehicle Liability: Motor Vehicle Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - v. Professional Liability Insurance: Professional Liability Insurance with limits of liability not less than \$1,000,000.
- b. Additional Insureds: The following shall be listed as Additional Insured on each policy listed save Workers’ Compensation and Professional Liability: Alutiig Education & Training, LLC, Afognak Native Corporation,



including all agents, assigns, subsidiaries, affiliates, subcontractors, employees, and volunteers. Provider shall continue to name the Additional Insureds on all applicable policies for two years after the completion of “your work” for Personal Injury, Bodily Injury and Property Damage arising out of, or as a result of, “your work.”

- c. Primary and Non-Contributory: This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether the other available coverage be primary, contributing or excess.
- d. Cancellation Notice: All insurance policies, as described above, shall include an endorsement stating the following: “Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Afognak Native Corporation, Attn: Risk Manager, 3909 Arctic Blvd., Suite 400, Anchorage, Alaska 99503.”
- e. Waiver of Subrogation: Provider and DJCC shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage regardless of whether such loss or damage is caused by the negligence of Provider or DJCC, arising out of any of the perils or casualties insured against by the insurance coverage carried, or required to be carried, by the parties pursuant to this MOU. The insurance coverage obtained by Provider and DJCC pursuant to this MOU shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Provider or DJCC shall, at the request of the other Party, deliver to the requesting Party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting Party or its insurer.
- f. Certificates of Insurance: Provider shall provide DJCC with two (2) Certificates of Insurance and/or copies of policies acceptable to DJCC for the coverages listed herein. Provider will provide DJCC with certificates of insurance and other supporting materials as DJCC may reasonably request to verify Provider’s continuing compliance with this Section.
- g. Continuation of Coverage: If any of the above coverages expire during the term of this MOU, Provider shall deliver renewal certificate and/or policies to DJCC at least ten (10) days prior to the expiration date.
- h. Survival: This Section shall survive the expiration or termination of this MOU and shall be in effect in perpetuity.



Dayton Job Corps Center
3849 Germantown Pike
Dayton, Ohio 45417
(937) 268-6571

IN WITNESS WHEREOF, the Parties execute this MOU through their authorized representatives as of the effective date set out above:

DAYTON JOB CORPS CENTER

3849 GERMANTOWN PK.

DAYTON, OH

937.268.6571 (PHONE)

By: *John Geoghan* 10/25/2018
Date

John Geoghan
Center Director

DAYTON JOB CORPS CENTER

LIBERTY HIGH SCHOOL

140 NORTH KEOWEE STREET

DAYTON, OH 45402

937.701.7945 (PHONE)

By: *Jessica Holvee* 10/30/18
Date

Jessica Holvee
Board President

LIBERTY HIGH SCHOOL

U.S. DEPARTMENT OF LABOR

230 SOUTH DEARBORN, ROOM 676

CHICAGO, IL 60604

312.596.5470 (PHONE)

312.596.5471 (FAX)

By: *Wanda Gordon* 10/29/2018
Date



Wanda Gordon
Project Manager

US DEPARTMENT OF LABOR

	Liberty High School	Date:	5/1/2017
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6.3a Mission, Vision, Philosophy

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

 Mission	6.3a	1) MISSION (Why do we exist?): State the school's clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.
<p>Liberty High School is a student-centered organization delivering excellence in education. The team is committed to our students, our communities, and each other. We believe that our cohesion and morale help us to achieve excellence in the school. Our commitment to the students and our dedication to impacting their education through innovative methods make us unique. At Liberty High School, we believe the following:</p> <ul style="list-style-type: none"> • Every student deserves an environment that enables them to achieve to their potential • We respect our work and each other • We use data to inform our decisions and measure our success <p>This mission will be served by providing the School's students with an individualized and self-paced program set in a flexible scheduling environment that is responsive to its students' needs, and by providing an education experience that leads to a high school diploma (not a GED) and post-secondary success. Liberty High School will provide a comprehensive, positive educational experience that will impart to each student the knowledge, desire and confidence needed to succeed in reaching his/her goals. The School will strive to motivate, teach, and guide each student through his/her educational growth and development. This will be accomplished by emphasizing the development of both cognitive and social skills. Liberty High School offers a safe, secure, clean environment, and researched field-tested educational programs which have proven very successful in educating at-risk students. Additionally, the program provides the opportunity for parent involvement and community engagement.</p>		
 Vision	6.3a	2) VISION (What we hope to become?): State the school's clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function and success of the school over time.
<p>Below are the core beliefs that in combination form the vision that provides the basis for the philosophical foundation of the Liberty High School program. We believe:</p> <ul style="list-style-type: none"> • Everyone deserves a second chance at receiving a first-class education and being successful in life • Everyone deserves a chance to become all he/she can be • Everyone learns at different rates and students should have educational choices that provide for each student's individual needs and learning pace • Flexible scheduling of school hours is a great advantage for those young adults that want to avail themselves of educational opportunities, but who may have special life challenges and circumstances that prevent them from attending a traditional eight hour school day, or during a specific timeframe. Examples of these life challenges include being student-parents and/or working to support oneself or one's family 		

- A high school diploma will not only benefit those young adults that take advantage of the opportunities it offers, but through the rippling effect that the graduate him/herself will have over time, it will also benefit the community as a whole.

Communities are only as strong as their families. Liberty High School will build strong families by providing access to a high quality education for students. By offering exceptional academics within a flexible scheduling environment, Liberty High school will change the lives of underrepresented, at-risk students and their larger communities. It is the vision that Liberty High School students will graduate, attend college, and access opportunity; creating a positive future for themselves and their families. It is the hope of Liberty High School that these graduates will return to their local communities and positively affect change.

 Philosophy	6.3a	3) PHILOSOPHY (What do we value and believe about educating students?) State the school's clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.
<p>No one educational organization or philosophy is right for everyone. Our philosophy is guided by the principles and ideals that we have as an organization, which not only incorporate our mission and vision, but also the following beliefs:</p> <p>We believe that the primary purpose of education is to improve personal well-being. Taken broadly, this can be to improve the quality of life, personal fulfillment, economic benefit, or similar pursuits. The knowledge and skills that students will take with them after leaving the School will give them the foundation for success in future education, employment, and as members of the community. Without education, a student's future can be bleak. The EPE Research Center reports that "nationally, approximately seventy percent of students graduate from high school on time, with a regular diploma, but that little more than half of African-American and Hispanic students earn diplomas with their peers. The social and economic costs of high school dropouts are staggering. Not only do dropouts earn significantly less (over the course of a lifetime, a high school dropout earns, on average, about \$260,000 less than a high school graduate), but they also contribute to billions of dollars of expenditures in uninsured health care costs and crime-related costs."¹</p> <p>Research shows us that the dropout rate is the result of student, family, and school factors that collectively disengage students from formal education. Our School will address all three to re-engage students in the learning process. Our School will be designed for students who will thrive in a collaborative, nurturing, and self-paced environment and are willing to put forth the effort required to succeed.</p> <p>Intelligence is an important factor in how well students do, but research has shown that praising students' efforts over intelligence is far more effective (Bronson & Merryman, 2009; Dweck, 2007; Faber, 1997; Parenting Tips, 2009; Pink, 2009; Truby, 2010). We understand that children develop skills at different rates and at different times. Rather than blaming the child, we will make every effort to support children as they learn to trust themselves and others, manage conflict, and take risks. This will be evident through a school-wide behavior plan that focuses on providing a safe, respectful atmosphere where students feel supported and comfortable engaging in their education. Students who feel safe and respected are willing to work hard and are far more likely to succeed than those who have an innate intelligence but lack motivation. Engagement, motivation, and effort will be topics discussed regularly and emphasized with the staff and the students.</p> <p>An important element of nurturing the academic, social, and emotional development of our students will be our relationship with their parents. According</p>		

¹ <http://www.ncsl.org/research/education/at-risk-students-dropout-prevention-and-recovery.aspx> (accessed March 7, 2017)

to a *2012 High School Dropouts in America* survey by Harris Interactive, about 1 in 5 students say they lack parental support, and another fifth are parents.² For students at-risk for dropping out, the engagement of parents into the education model is paramount. Relationships with the parents will be encouraged by setting systems and processes in place to emphasize the importance of home-school communication. We hope to ensure that students are wrapped in a nurturing environment at school that is an extension of their homes.

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

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

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


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

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

² <http://www.csmonitor.com/USA/2013/0115/How-to-get-high-school-dropouts-into-recovery-Ideas-bloom-across-US>

6.3b Curriculum

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

 Curriculum – Learning Standards	6.3b	1) Provide the specific learning standards students are to achieve in <u>all</u> core content areas and a detailed description of the non-core content (i.e., physical education, music, art, technology, etc.) areas offered by the school.
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Specific learning outcomes in all content areas are designed to include coherence, synthesizing experiences, ongoing practice of learned skills, and integration of education and experience. Coherence is key because students succeed best in developing higher-order skills (critical thinking, written and oral communications, problem solving) when such skills are reinforced throughout their educational program, regardless of the content area. Students also learn best when they are required to synthesize knowledge and skills learned in different places in the context of a single problem or setting. Lastly, classroom learning is both augmented and reinforced by multiple opportunities to apply what is learned including, but not limited to, formative assessments, summative assessments, practices, journals, discussions, and labs.

Core Contents**English as a Second Language**

The school will provide services to Limited English Proficient (LEP) students in accordance with the recent state and federal guidelines.

Math

The high school 2017 Ohio Learning Standards are listed in conceptual categories: Modeling, Number and Quantity, Algebra, Functions, Geometry, Statistics and Probability

Modeling. The Math courses support all students as they develop computational fluency, deepen conceptual understanding, and applying the state's practice skills. Students begin each lesson by discovering new concepts through guided instruction, and then confirm their understanding in an interactive, feedback-rich environment. Modeling activities equip students with tools for analyzing a variety of real-world scenarios and mathematical ideas. Journaling activities allow students to reason abstractly and quantitatively, construct arguments, critique reasoning, and communicate precisely. Performance tasks prepare students to synthesize their knowledge in novel, real-world scenarios and require that they make sense of multifaceted problems and persevere in solving them. Throughout the course, students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the State assessments. Students will be able to interpret and apply the basic modeling cycle by: (1) identifying variables in the situation and selecting those that represent essential features, (2) formulating a model by creating and selecting geometric,

graphical, tabular, algebraic, or statistical representations that describe relationships between the variables, (3) analyzing and performing operations on these relationships to draw conclusions, (4) interpreting the results of the mathematics in terms of the original situation, (5) validating the conclusions by comparing them with the situation, and then either improving the model or, if it is acceptable, (6) reporting on the conclusions and the reasoning behind them.

Number and Quantity. As Liberty High School students will understand the extension of numbers, when the real numbers are augmented by the imaginary numbers to form the complex numbers. Students will be able to:

The Real Number System

- Extend the properties of exponents to rational exponents
- Use properties of rational and irrational numbers.

Quantities

- Reason quantitatively and use units to solve problems.

The Complex Number System

- Perform arithmetic operations with complex numbers.
- Represent complex numbers and their operations on the complex plane.
- Use complex numbers in polynomial identities and equations.

Vector and Matrix Quantities

- Represent and model with vector quantities.
- Perform operations on vectors.
- Perform operations on matrices, and use matrices in applications.

Algebra. Students will be able to understand and perform the following functions.

Seeing Structure in Expressions

- Interpret the structure of expressions
- Write expressions in equivalent forms to solve problems.

Arithmetic with Polynomials and Rational Expressions

- Perform arithmetic operations on polynomials.
- Understand the relationship between zeros and factors of polynomials.
- Use polynomial identities to solve problems.
- Rewrite rational expressions.

Creating Equations

- Create equations that describe numbers or relationships.

Reasoning with Equations and Inequalities

- Understand solving equations as a process of reasoning and explain the reasoning.
- Solve equations and inequalities in one variable.
- Solve systems of equations.
- Represent and solve equations and inequalities graphically

Function. Students will be able to perform the following functions.

Interpreting Functions

- Understand the concept of a function, and use function notation.
- Interpret functions that arise in applications in terms of the context.
- Analyze functions using different representations.

Building Functions

- Build a function that models a relationship between two quantities.
- Build new functions from existing functions.

Linear, Quadratic, and Exponential Model

- Construct and compare linear, quadratic, and exponential models, and solve problems.
- Interpret expressions for functions in terms of the situation they model.

Trigonometric Functions

- Extend the domain of trigonometric functions using the unit circle.
- Model periodic phenomena with trigonometric functions.
- Prove and apply trigonometric identities.

Geometry. Students will be able to understand and perform the following concepts.

Congruence

- Experiment with transformations in the plane.
- Understand congruence in terms of rigid motions.
- Prove geometric theorems both formally and informally using a variety of methods.
- Make geometric constructions.
- Classify and analyze geometric figures.

Similarity, Right Triangles, and Trigonometry

- Understand similarity in terms of similarity transformations.
- Prove and apply theorems involving similarity both formally and informally using a variety of methods.
- Define trigonometric ratios, and solve problems involving right triangles.
- Apply trigonometry to general triangles.
-

Circles

- Understand and apply theorems about circles.
- Find arc lengths and areas of sectors of circles.

Modeling in Geometry

- Apply geometric concepts in modeling situations.

Statistics and Probability. Students will be able to understand and perform the following concepts.

- Interpreting Categorical and Quantitative Data
- Summarize, represent, and interpret data on a single count or measurement variable.
- Summarize, represent, and interpret data on two categorical and quantitative variables
- Interpret linear models.

Making Inferences and Justifying Conclusions.

- Understand and evaluate random processes underlying statistical experiments.
- Make inferences and justify conclusions from sample surveys, experiments, and observational studies.

Conditional Probability and the Rules of Probability

- Understand independence and conditional probability, and use them to interpret data.
- Use the rules of probability to compute probabilities of compound events in a uniform probability model.

Using Probability to Make Decision

- Calculate expected values, and use them to solve problems.
- Use probability to evaluate outcomes of decisions

English

English courses support all students in developing the depth of understanding and higher order skills required by the state. Students break down increasingly complex readings with close reading tools, guided instruction and robust scaffolding as they apply each of the lesson's concepts back to its anchor text. Students will be expected to build their writing and speaking skills in journal responses, discussions, frequent free response exercises, and essays or presentations. These skills will enable students to learn to communicate clearly and credibly in narrative, argumentative, and explanatory styles. Throughout the lessons, students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the state assessments. Students will be offered a structured literacy program based on phonological-coding research and Orton-Gillingham principles. Through the program, students learn fluent decoding and encoding skills to the level of mastery through the following instruction emphasis:

- Phonemic awareness
- Decoding and word study
- Sight word recognition
- Spelling
- Fluency

- Vocabulary
- Oral expressive language development
- Comprehension

Social Studies

Students will learn United States history since the Civil War, United States government and politics, and World History. Students will build and practice historical thinking skills, learning to connect specific people, places, events and ideas to the larger trends of world history. In critical reading activities, feedback-rich instruction, and application-oriented assignments, students develop their capacity to reason chronologically, interpret and synthesize sources, identify connections between ideas, and develop well-supported historical arguments. Students will write throughout the course, responding to primary sources and historical narratives through journal entries, essays and visual presentations of social studies content. In discussion activities, students respond to the position of others while staking and defending their own claim, which develops presentation and critical thinking skills. Students will master the key historical thinking skills through active education opportunities.

Science

Physical Science. Students will develop an understanding of critical physical science concepts, including the nature and structure of matter, the characteristics of energy, and the mastery of critical scientific skills. Students will learn kinematics, including gravity and two-dimensional motion; force; momentum; waves; electricity; atoms; the periodic table of elements; molecular bonding; chemical reactivity; gases; and an introduction to nuclear energy. Teacher-scored labs encourage students to apply the scientific method. At the end of the course, students will be able to: 1) Identify questions and concepts that guide scientific investigations, 2) design and conduct scientific investigations, 3) formulate and revise explanations and models using logic and evidence (critical thinking), 4) distinguishing science from pseudoscience; and 5) develop skills to utilize technology and mathematics to improve investigations and communications.

Environmental Science. Students will understand the Earth's composition, structure, processes, and history; its atmosphere, freshwater, and oceans; and its environment in space. Students will learn and understand the major cycles that affect every aspect of life, including weather, climate, air movement, tectonics, volcanic eruptions, rocks, minerals, geologic history, Earth's environment, sustainability, and energy resources. Students will be able to apply the scientific method through teacher-scored labs.

Biology. Students are expected to master the basic biological concepts and models while building scientific inquiry skills and exploring the connections between living things and their environment. Student will be taught the nature of science and biology, including the major themes of structure and function, matter and energy flow, systems, and the interconnectedness of life. Students will then apply those themes to the structure and function of the cell, cellular metabolism, and biogeochemical cycles. Building on this foundation, students will explore the connections and interactions between living things by studying genetics, ecosystems and natural selection, and evolution. Students will gain an understanding of human biology. Scientific inquiry skills are embedded in the direct instruction, wherein students learn to ask scientific questions, as well as form and test hypotheses, and use logic and evidence to draw conclusions about the concepts. Students will learn and utilize critical thinking, writing, and communication skills as well as develop a deeper understanding of the nature of science through lab activities.

Detailed description of non-core content standards:

In addition to providing rigorous academics, Liberty High School will provide a non-core content area that is geared to address the whole student. Our Physical Education program is targeted to promote good health, build teamwork skills, raise confidence, and increase self-esteem. The course is vital to the emotional and intellectual growth of students and allows them to explore various interests and strengths. Liberty High School will abide by the standards set forth by the Ohio Department of Education (ODE). Abbreviated standards are below. A full description of the standards is available on the ODE website.

- Physical education Standards are as follows:
 - Standard 1: Demonstrates competency in a variety of motor skills and movement patterns.
 - Standard 2: Applies knowledge of concepts, principles, strategies and tactics related to movement and performance.
 - Standard 3: Demonstrates the knowledge and skills to achieve and maintain a health-enhancing level of physical activity and fitness.
 - Standard 4: Exhibits responsible, personal and social behavior that respects self and others.
 - Standard 5: Recognizes the value of physical activity for health, enjoyment, challenge, self-expression and/or social interaction

The following offerings are a part of the Electives and additional courses available to students through the Apex Learning digital curriculum. The electives and standard are listed below:

- Health education curriculum legislated requirements are as follows per The Ohio Revised Code (ORC) 3313.60
 - The Board of each cooperative education school district will prescribe a curriculum for all schools under its control for health education. The health education curriculum must include:
 - The nutritional value of foods, including natural and organically produced foods, the relation of nutrition to health, and the use and effects of food additives;
 - The harmful effects of and legal restrictions against the use of drugs of abuse, alcoholic beverages, and tobacco;
 - Venereal disease education, except that upon written request of the student's parent or guardian, a student shall be excused from taking instruction in venereal disease education; this content should also address ORC 3313.6011. In grades seven through twelve, age appropriate instruction in dating violence prevention education, which shall include instruction in recognizing dating violence warning signs and characteristics of healthy relationships. In order to assist school districts in developing a dating violence prevention education curriculum, the department of education shall provide on its web site links to free curricula addressing dating violence prevention. If the parent or legal guardian of a student less than eighteen years of age submits to the principal of the student's school a written request to examine the dating violence prevention instruction materials used at that school, the principal, within a reasonable period of time after the request is made, shall allow the parent or guardian to examine those materials at that school. Prescription opioid abuse prevention, with an emphasis on the prescription drug epidemic and the connection between prescription opioid abuse and addiction to other drugs, such as heroin. Furthermore, Governor's Cabinet Opiate Action Team has provided recommendations for instruction in prescription opioid abuse prevention. The process of making an anatomical gift under Chapter 2108. of the Revised Code, with an emphasis on the lifesaving and life enhancing effects of organ and tissue donation. Furthermore, ORC 3313.603 Requirements for high school graduation workforce or college preparatory units: Health, one half unit, which shall include

instruction in nutrition and the benefits of nutritious foods and physical activity for overall health. The district should consider age appropriate content and develop their own curriculum based on the needs of their students and community.

- Language: Ohio's New Learning Standards: K-12 World Languages
 - Interpretive Communication (Reading, Listening/Viewing)
 - Competency # 1: Derive meaning from messages and texts using listening, reading and viewing strategies.
 - Competency # 2: Identify how authentic sources convey viewpoints and use authentic sources critically.
 - Competency # 3: Comprehend and interpret information in authentic messages and informational texts.
 - Competency # 4: Comprehend and interpret information about the main idea and relevant details in authentic literary texts.
 - Interpersonal Communication (Speaking/Signing, Listening/Viewing, Reading and Writing)
 - Competency # 1: Negotiate meaning using requests, clarifications and conversation strategies.
 - Competency # 2: Interact with others using culturally appropriate language and gestures on familiar and some unfamiliar topics.
 - Competency # 3: Express preferences, feelings, emotions and opinions about familiar and some unfamiliar topics
 - Presentational Communication (Speaking/Signing and Writing)
 - Competency # 1: Convey meaning using writing processes and presentation strategies.
 - Competency # 2: Present information, concepts and viewpoints on familiar and some unfamiliar topics from across disciplines.
 - Competency # 3: Present literary, creative and artistic endeavors to audiences near or far.
 - Cultures Standard: Gain and use knowledge and understanding of other cultures.
 - Competency # 1: Examine and describe relationships among products, practices and perspectives and compare them across cultures.
 - Competency # 2: Experience the target language and culture(s) and share information and personal reactions with other

- Technology

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

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

Computer and Multimedia Literacy. Students will have the ability to appropriately use hardware, software applications, multimedia tools and other electronic technology. It harnesses the use of educational technology tools for productivity, communication, research and problem-solving.

Information Literacy is the acquisition, interpretation and dissemination of information. Student will know effective methods for locating, evaluating, using and generating information.

Students will acquire technology-based information literacy skills to encompass the utilization of the Internet and other electronic information resources for research and knowledge building.

Technological Literacy. Students will possess the abilities needed to participate in a technological world. It is the intersection of mathematics,

science and technology. It specifies unique knowledge, devices, and capabilities used to solve problems. It identifies career connections between technology and the world of work. Technological literacy includes technology education and pre-engineering concepts.

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

- Nature of Technology
- Technology and Society Interaction
- Technology for Productivity Applications
- Technology and Communication Applications
- Technology and Information Literacy
- Design
- Designed World
- Fine Arts. Students will participate
 - Dance. Students will at the appropriate developmental level:
 - Understand the ways in which dance is a meaningful expression of culture in past and present societies.
 - Inquire about and reflect on the significance and value of dance in their lives and society
 - Create, interpret and perform dances to demonstrate understanding of choreographic principles, processes and structures.
 - Express orally and in writing their interpretations and evaluations of dances they observe and perform.
 - Create dances that connect to and are inspired by interdisciplinary content
 - Present points of view about dance and respond thoughtfully to the viewpoints of others.
 - Understand the ways in which technological, financial and human resources impact the creation and performance of dance.
 - Drama/Theatre. Students will at the appropriate developmental level:
 - Students will, at the appropriate developmental level:
 - Use a variety of sources and multimedia to research, create, perform and refine dramatic and theatrical works that are personally meaningful.
 - Demonstrate self-direction, persistence and focus when working independently in dramatic and theatrical contexts.
 - Participate collaboratively and respectfully in diverse ensembles to explore a variety of ideas and approaches that advance the quality of their work.
 - Interpret and transform new and traditional dramatic texts for informal and formal productions.
 - Engage with the dramatic and theatrical arts to help them connect to other disciplines, people and events in the world around them.
 - Use drama and theatre to inspire the larger community to value lifelong involvement in the arts.
 - Music. Students will at the appropriate developmental level:
 - Develop vocal and/or instrumental solo and/or ensemble performance skills to include performance through traditional classical

- and other notations (e.g. chord symbols in jazz).
 - Articulate a personal philosophy of music including personal valuing, musical preferences and involvement.
 - Develop, analyze and apply appropriate criteria to evaluating pieces of music and musical performances within and outside the classroom.
 - Read, write, improvise, compose and describe varied types of musical repertoire using vocabulary that demonstrates an understanding of the language of music appropriate to the genre and culture.
 - Recognize the roles of vocational and avocational musicians in learning, creating and performing across history and cultures with focus on the function of music in society.
 - Use multimedia including media arts and music technology to create, analyze, rehearse, present, record and disseminate music of a variety of styles.
 - Apply study, performance and collaborative skills learned and used in music to other arts and non-arts subject areas.
- Visual Arts. Students will at the appropriate developmental level:
 - Understand and articulate the intrinsic worth and public value of arts and cultural participation.
 - Draw on a variety of sources to generate, select and evaluate ideas to create personally meaningful products.
 - Address and communicate complex visual and conceptual ideas using a range of technical skill and art media including new technologies.
 - Access and evaluate information from a variety of sources for visual reference with attention to ethical and legal issues.
 - Apply reasoning skills to communicate key ideas expressed in their artworks and the works of others and use appropriate criteria and language to critique the works.
 - Analyze and use digital tools to understand how and why images are created and interpreted and how media influences culture, beliefs and behaviors.
 - Demonstrate flexibility and reflective habits when creating visual art forms in a variety of artistic contexts and environments.
 - Demonstrate respect for, and effectively work with, socially and culturally diverse teams or content to increase innovation and quality.
- Financial Literacy. Students will at the appropriate developmental level:
 - Financial Responsibility and Decision-Making
 - Income and Career
 - Planning and Money Management
 - Consumerism
 - Investing
 - Credit/Debt
 - Risk Management and Insurance

Career – Tech Education (CTE)

In addition to the above non-core content areas, Liberty High School will offer CTE instruction in the 3 distinct career fields of Construction, Healthcare

and Manufacturing. Liberty High School will utilize Ohio's Career Technical Content Standards. Ohio is revising its Career Technical Content Standards. The new manufacturing standards were available for the school year 2016-2017 to be released in late November. The field of Construction will be available for school year 2017-2018. The field of Healthcare will be available for 2018-2019.

Manufacturing (2013 Standards)

Strand 1. Business Operations/21st Century Skills. Learners apply principles of economics, business management, marketing and employability in an entrepreneur, manager and employee role to the leadership, planning, developing and analyzing of business enterprises related to the career field.

Strand 2. Electrical/Electronics. Learners apply principles of electricity and electronics related to electronic theory, alternating and direct current, electronic components, electronic skills, digital electronics and power supplies. Knowledge and skills may be applied to fundamentals of electricity, analyzing and evaluating circuits, assembling components into electrical circuits, creating circuits to perform tasks and operations, wiring components to construct a communications system and providing power to an electrical system.

Strand 3. Computer Integrated Manufacturing. Learners apply the principles of computer integrated manufacturing related to computer numerical control, robotics, programmable logic controllers and power systems.

Strand 4. Materials Joining. Learners apply principles of physics and metallurgy to join materials and test joints. Knowledge and skills may be applied to arc welding processes, non-arc welding processes, testing and inspection and thermal cutting.

Strand 5. Pre-Engineering: Design and Development. Learners apply principles of design and development related to the design process, sketching and visualization, modeling, drafting, materials and production and process design.

Strand 6. Precision Machining. Learners apply principles of precision machining to measuring work pieces, drawing interpretation, inspection, bench work and layout, power saws, drilling machines, lathes and turning machines, milling machines and grinding machines.

Strand 7. Safety, Tools and Equipment. Learners apply principles of protection, prevention and mitigation to create and maintain safe working conditions at manufacturing sites. Knowledge and skills may be applied in all aspects of personal and site safety, including handling materials, using tools and equipment, working with and around electricity and using personal protective equipment.

Construction (2013 Standards)

Strand 1. Business Operations/21st Century Skills. Learners apply principles of economics, business management, marketing and employability in an entrepreneur, manager and employee role to the leadership, planning, developing and analyzing of business enterprises related to the career field.

Strand 2. Safety, Tools, and Equipment. Learners apply principles of protection, prevention and mitigation to create and maintain safe working conditions at construction sites. Knowledge and skills may be applied in all aspects of personal and site safety, including handling materials, using tools and

equipment, working with and around electricity, using personal protective equipment and operating heavy equipment.

Strand 3. Structural Construction. Learners apply principles of architectural engineering to erect residential, commercial and industrial buildings. Knowledge and skills may be applied in constructing footings and foundations; framing floors, walls, ceilings, roofs and stairs; completing exterior and interior finishes; and repairing, restoring or remodeling existing structures.

Strand 4. Electrical. Learners apply principles of electricity and knowledge of building codes to construct systems to generate and deliver power in residential, commercial and industrial applications. Knowledge and skill may be applied to rough-in and finish wiring, motors and power wiring, specialized low-voltage systems, alternative power systems, power transmission, plant operations and coal equipment.

Strand 5. Environmental Systems and Plumbing. Learners apply principles of physics and thermodynamics to install and maintain heating, ventilation and air conditioning (HVAC) and plumbing systems in residential, commercial and industrial applications. HVAC may include mobile and fixed refrigeration and heating equipment, including environmental controls, boiler systems and ductwork; plumbing may include drainage, water supply, fuel piping, fixtures and appliances.

Strand 6. Planning and Design. Learners apply principles of architectural and civil engineering, drawing and construction with current technology to develop, present and use construction proposals, plans and schematics. Knowledge and skill may be applied throughout the project from preconstruction design through all stages of building in residential, commercial and industrial applications.

Strand 7. Construction and Facility Management. Learners apply principles of business, facility and site operations and project management to build and operate residential, commercial and industrial facilities. Knowledge and skill may be applied in managing and supervising site operations; developing work sequences for tasks and units of work; coordinating material and equipment delivery; planning building stages and the build environment; and providing facility management, maintenance and custodial services.

Healthcare (2013 Standards)

Strand 1. Business Operations/21st Century Skills. Learners apply principles of economics, business management, marketing and employability in an entrepreneur, manager and employee role to the leadership, planning, developing and analyzing of business enterprises related to the career field.

Strand 2. Human Body System. Learners will discuss the various forms, functions and pathophysiology associated with body systems and alterations related to the normal aging process, obtain a health history, perform an evaluation of body systems and document using medical terminology.

Strand 3. Therapeutic Interventions. Learners will administer or assist with environmental, health promotion, pharmacological, emergency, nutritional, exercise and rehabilitative and dental and surgical interventions and/or procedures to improve the individuals' outcome and quality of life across the life span within their scope of practice, evaluate outcomes and ensure individual's rights.

Strand 4. Assistive Care. Learners will demonstrate the skills and knowledge to provide personal assistive care for the activities of daily living to a variety of individuals across the life span within their scope of practice.

Strand 5. Bioscience Research and Development. Learners will demonstrate the skills and knowledge of interpreting laboratory requests, using protective clothing and hazardous material containment, specimen collection procedures, a variety of laboratory testing and techniques and maintenance of laboratory equipment and supplies.

Strand 6. Health Information Management. Learners will demonstrate basic computer literacy, health information literacy and skills, confidentiality and privacy of health records, information security and basic skills in the use of electronic health records.

Liberty High School will also implement a Career-Based Intervention (CBI) program in accordance with all Ohio Department of Education (ODE) requirements, with special emphasis on teaching skills outlined under the 13 essential competencies and experiential opportunities for students in Work-Based Learning (WBL) placements. The units standards are as follows:

Unit 1: Social and Emotional Skills

Unit 2: Postsecondary and Career Preparation

Unit 3: Financial Literacy

Unit 4: Information, Media and Technological Literacy

Unit 5: Health and Wellness Literacy

Unit 6: Business Readiness Skills

Unit 7: Ethics and Legal Practices

Unit 8: Safety

Unit 9: Communication Skills

Unit 10: Customer Service

Unit 11: Economics

Unit 12: Entrepreneurial Concepts.

Unit 13: Problem-Solving and Critical Thinking

A link to detailed competencies is available at <http://education.ohio.gov/getattachment/Topics/Career-Tech/Career-based-Intervention-CBI/Career-Based-Intervention-Content-Standards/CBI-Content-Standards-Final-pdf.pdf.aspx>

2017 New Ohio Learning Standards

Liberty High School is preparing for the transition to the ELA/Math New Learning Standards for the 2017/2018 school year. Several of the steps recommended by the Ohio Department of Education on how to transition to the New Learning Standards is underway via the quarterly content collaboration meetings taking place at Liberty High School. These meetings include Director of Curriculum and Instruction, academic coaches, curriculum

department chairs, and content teachers. Monthly curriculum meetings are held with department chairs and academic coaches. During these meetings, the teams review new learning standards and conduct standards crosswalk analysis in addition to reviewing Ohio model curriculum. A full Transition Plan is being created and will be completed by end of current school year. The 2017/2018 team will begin transitioning to full implementation of local curricula based on 2017 Learning Standards. By the 2018/2019, there will be full Implementation as well as ongoing evaluation of the model curricula.

Curriculum - Model	6.3b	2) Provide evidence of the school's written curriculum that includes standards, assessments, differentiation strategies, etc. as an attachment (Attachment #). Describe the research supporting the model.
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General Education

According to the National Center for Educational Statistics (NCES), one out of four students will not graduate on time (U.S. Department of Education, 2011). America's Promise reports that for African American and Hispanic students, the ratio increases to one out of two (2012). To increase academic achievement, Liberty High School will utilize predominantly Apex Learning curriculum. Research supporting the success of the model can be found later in this section. School districts challenged to increase their student's academic performance are turning to Apex Learning digital curriculum to support programs that increase graduation rates and decrease dropout rates. Apex Learning provides standards-based Comprehensive Courses that makes rigorous content accessible to each student and results in increased student outcomes. Their program is designed for credit-deficient students in order to provide personalized learning. If credit recovery is needed, students can master the exact studies that are required through prescriptive courses. A copy of the model curriculum for Liberty High School in 9th English can be found in **Attachment 6.3b2_Model Curriculum_English_9A**.

Apex Learning is more than your typical digital curriculum. Apex Learning is a model that aligns with Ohio standards, assessments, and differentiated strategies. Because the curriculum is aligned with Ohio standards, it addresses the question of what students should know and be able to do. Lessons were created to emphasize skills like critical thinking and problem solving, which are key concepts to the Ohio standards. Apex Learning will be utilized for all core courses at Liberty High School including math, science, social studies, and English. Additionally, the Career and Technical Education curriculum, Physical Education, as well as electives including College Preparation will be available to students. Per the Ohio Department of Education, the written curriculum courses, which align to Ohio standards, utilize the Apex curriculum and gives guidance to educators as they teach with the standards and create aligned assessments.

Apex Learning Instructional Strategies

Pedagogy and the Basis for our Instructional Design

The foundation underlying Apex Learning digital curriculum is the established body of learning research and best practices in teaching. We access evidence-based work from leading learning theorists to develop curriculum that incorporates basic and higher levels of learning, builds critical thinking skills, deepens understanding, and engages and motivates students to succeed. The research base that serves as the foundation for our course development is documented in Research Put into Practice: Apex Learning Curriculum and Pedagogy, which can be viewed here:

<https://www.apexlearning.com/resources/white-papers/201007/research-put-practice-apex-learning-curriculum-pedagogy>

Rather than expecting students to learn by passively watching, reading, and listening, Apex Learning students learn by doing. Through multiple activity types, Apex Learning integrates interactive media into every lesson, bringing ideas to life. Students progress through course content by interacting with each concept as they are prompted to observe, inquire, create, connect, and confirm. Instructive feedback is immediately provided as students apply their understanding, creating a continuous interplay with the subject matter that keeps students attentive and motivated. Through ongoing interaction with course content, students are able to take responsibility for — and ownership of — their individual learning experience. As students experience success, their confidence builds, and achievement increases.

Rigorous and Accessible Content

Apex Learning believes in setting high expectations for all students, and that philosophy is reflected in the rigor as well as the breadth and depth of adherence to standards in our courses. Recognizing that students have varying levels of proficiency and preparation for grade-level academic content, Apex Learning strives in its courses to make rigorous content accessible to all students by providing opt-in supports and scaffolds to meet each student at their level of academic readiness and develop their capacities. Examples of the supports and scaffolds within Comprehensive Courses include:

- Audio assistance. Students have the option to listen along as they read. Research indicates that below-proficiency readers can read at proficiency when text is accompanied by audio. Content is read aloud by professional voice actors.
- Vocabulary assistance. Rollover vocabulary provides critical support for understanding academic language. If students hover over a key term, a pop up window is displayed with definitions, pronunciations, and examples of how the term is used.
- Support cards. These opt-in supports provide students with strategies for understanding the text on the page, reminders of previously taught concepts related to the lesson, and ways in which the lesson relates to real-life situations.
- Frequent self-checks. Students are provided with frequent opportunities, as often as once every page or two in study activities, where they complete active learning activities to assess their understanding of the content just covered.
- Stepping out. Directions for complex tasks such as solving a proof or writing an essay are broken into smaller steps with explanation and guidance. This helps students understand what is expected of them and aids in the development of problem-solving skills.
- Study assistance. Printable study sheets guide students through the content. These include reading guides, graphic organizers, notetaking guides, and practice questions to aid students as they learn new material and review for tests.
- Formative feedback. Meaningful praise for correct answers and encouraging feedback for incorrect answers reinforce student achievement. Feedback accompanies unscored embedded self-checks as well as computer-scored assessments.
- Text-to Speech. Incorporates recorded audio for instruction, allowing students to control the pace of the reading while modeling enunciation, intonation, and inflection of spoken English.
- Transcripts. Available in English for all video, audio, and media clips.

Apex Learning has been proven to “re-engage students who have not historically found success in school, or who cannot attend classes on a traditional

academic schedule due to personal circumstances.” One such case study is Alternative Learning Center (ALC), Oceanside Unified School District, California.³ The digital curriculum was implemented within an independent study program to provide personalized learning plans, flexible scheduling, and University of California Office of the President-approved courses in "a-g" instructional areas. The instruction within the curriculum is embedded with scaffolding, supports, and frequent assessment, all of which enable students to acquire a deeper understanding of the content they may have struggled with in a traditional classroom. The use of digital curriculum reduced planning time and allowed the teachers to take on the role of a learning facilitator. Teachers worked one-to-one with students that provided an added layer of support and engaged them in conversation about their learning. Result showed that during their initial year of implementation, the ALC experienced an 84 percent course pass rate, with 1,885 credits earned toward graduation. Because of the success at the ALC, Apex Learning Comprehensive Courses was utilized in all three of the district's high schools as part of an accelerated credit recovery program.

Students will engage in a majority of their courses online at school in an individually customized, fluid schedule while on-site teachers or paraprofessionals provide support. The courses will often direct students to offline activities. Teachers are the school's most valuable resource to pushing academic excellence. A flexible classroom model allows the teachers to integrate both traditional and digital content to meet the needs of all students based on their academic readiness and learning styles. Opt-in scaffolds and support integrated into the digital curriculum provide continual guidance and immediate feedback to support students at their level of academic readiness. Students learn by performing and utilize video, audio, text, virtual labs, and other digital resources. They explore, apply, practice and extend their learning through real-world examples. Instruction is delivered according to individual needs, abilities, and learning preferences.

Non-Core Curriculum

Liberty High School will offer the non-core courses and electives. The School will utilize the Apex Learning written curriculum for Physical Education and electives.

Correlations

Apex Learning Courses and Tutorials are developed in-house by a team of experts who closely examine leading learning research and state and national standards – including the Ohio Learning Standards. For independent verification of standards alignment, Apex Learning partners with a third-party vendor, EdGate Correlation Services, to provide high quality, accurate alignments to state, national, and assessment standards. EdGate Correlation Services' subject matter experts review every activity in a course. The subject matter experts use their expertise to align the content and rigor of each activity to state, national, and assessment standards. **Attachment 6.3b2a Apex CorrelationOHStandards** offers a correlation between Apex Learning courses and Ohio Learning Standards for Science. Included in the attachment is the Science Resource Material Filter that is used to determine Ohio standards course alignment. **Attachment 6.3b2b Physical Science Syllabi** offers a look at the course syllabi for Physical Science I and II that highlights how courses are aligned with the Ohio standards.

³ <https://www.apexlearning.com/resources/case-studies/help-students-overcome-barriers-college-and-career-readiness> (accessed March 7, 2017)

Identifying and Addressing Gaps

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

The curriculum chair and academic coaches meet monthly to discuss standards alignment and curriculum gaps among students. This same team along with teachers then completes the template to demonstrate evidence of standards alignment in the curriculum as well as content that needs to be added. The teacher identifies supplemental content/materials and submits the information using an Apex Assignment Adjustment sheet to the coaches and Director of Curriculum and Instruction for approval. These are added to the course syllabi sheet for all content teachers to use. See **Attachment 6.3b2c Gap Analysis HS Physical Science** and **Attachment 6.3b2d ApexActivityAdjustment** for sample documents.

Additionally, teachers complete a course dissection worksheet prior to the quarterly subject area meetings. The sheets are used to identify gaps, standard connections, and end-of-course test connections, as well as an avenue for suggesting resources to be evaluated and analyzed by peer teachers. Suggested resources can include alternative lab websites, and practice materials for state tests. See **Attachment 6.3b2e CourseDissectionWorksheet**. After the resources and modifications have been approved by the Director of Curriculum & Instruction, academic coaches, and department heads, then the information is added to the Course Syllabi. The team identifies gaps in the Apex Learning curriculum and designs supplemental materials/resources.

The Apex Learning Digital Catalog along with a list of the courses aligned with Ohio state standards can be found in **Attachment 6.3b2f Apex Tutorials Catalog Ohio**.

Apex Learning Research

Apex Learning has been utilized successfully in increasing achievement in at-risk students, which defines the demographics for Liberty High School. In a case study at Auburn School District, WA, Apex Learning's digital curriculum was utilized in both blended and virtual learning environments to reengage students who had dropped out or were at-risk. The result was a 4.5 percentage point increase in graduation rate and a 1 percentage point decrease in dropout rate. The study details are available in **Attachment 6.3b2g Apex Auburn Study**.

Drop Out Prevention

As a mode for Dropout Prevention programming, a Dallas Independent School District Study demonstrated that students who use Apex Learning Comprehensive Courses in addition to traditional classroom instruction performed better on end-of-semester exams than students in traditional classrooms not using Apex Learning digital curriculum.⁴ The average scores on the ACP Algebra II semester exams was the equivalent of more than 22

⁴ <https://www.apexlearning.com/efficacy-studies/study-impact-apex-learning-digital-curriculum-credit-recovery-students> (accessed March 7, 2017)

percentile points greater in the Apex Learning groups versus the comparison group that did not use Apex Learning. Additionally, the average score on the spring exam was equivalent to 9 percentile points greater after using Apex Learning Tutorials than the average fall exam, administered before using the Tutorials. The details are available in **Attachment 6.3b2h Apex Dallas Brief**.

Drop Out Recovery Success

Apex Learning is designed to address Dropout Recovery programs similar to Liberty High School. Temecula Valley Unified School District in California utilized Apex Learning as an “intervention strategy to reach students before they required formal credit recovery” as well as a method to increase student achievement and improve the graduation rate.⁵ The results showed that non-graduating seniors earned credits through the summer school online credit recovery program and received diplomas, all summer school students completed and passed at least one online course, and students in summer school credit recovery program doubled in 2010.⁶

Success with Apex Learning can be found in Ohio schools. Apex Learning partnered with a third-party evaluator to examine the impact of Apex Learning Comprehensive Courses on the academic achievement of at-risk and dropout recovery students at the Ohio Life Skills Centers. The average (median) student using Apex Learning Comprehensive Courses gained 21 percentile points on end-of-course assessments in English Language Arts, math, and science. According to the study, “how well a student performs in Apex Learning Comprehensive Courses positively affects end-of-course exam scores.”⁷ Lowest-performing students performed astonishing well through use of Apex Learning. “Students in the first quartile, the lowest-performing students, scored an average of 85.6 percent correct on the embedded assessments, which correlates with a 17 percentile point gain on their end-of-course exams. The average score on embedded assessments for students in the third quartile, the highest-performing students, was 90.6 and correlates with an 18 percentile point gain on end-of-course assessments.”⁸ The full study can be found in **Attachment 6.3b2i Apex Ohio Study**.

Success in utilizing the Apex Learning digital curriculum as described above can be found on the Apex Learning website through the following links:

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

Career – Tech Education (CTE)

In addition to the above non-core content areas, Liberty High School will offer CTE instruction in the 3 distinct career fields of Construction, Healthcare and Manufacturing. Liberty High School will utilize Ohio’s Career Technical Content Standards.

⁵ <https://www.apexlearning.com/resources/case-studies/restoring-rigor-summer-school-online-credit-recovery> (accessed March 7, 2017)

⁶ Ibid

⁷ <https://www.apexlearning.com/efficacy-studies/proven-increase-academic-achievement-risk-and-drop-out-recovery> (accessed March 7, 2017)

⁸ Ibid

Construction: Using the National Center for Construction Education and Research (NCCER) curricula, Liberty High School will offer an Industry Credential Only (ICO) pathway for the following credentials: NCCER Core - Introduction to the Construction Trades, NCCER Carpentry 1 and NCCER – Your Role in the Green Environment. Using the United States Department of Labor Occupational Safety and Health Administration (OSHA) curriculum, Liberty High School will also offer the OSHA 10 credential.

Healthcare: Using the Ohio Department of Health (ODH) curriculum, Liberty High School will offer an Industry Credential Only (ICO) pathway for the State Tested Nursing Assistant (STNA) credential. Using the National Healthcare Association (NHA) curricula, Liberty High School will offer industry credentials as a Certified Patient Care Technician (CPCT) which includes NHA credentials for Phlebotomy Technician and EKG Technician. Students will also use the American Safety and Health Institute (ASHI) curricula for CPR and First-Aid Certifications.

Manufacturing: Using the Manufacturing Skills Safety Council (MSSC), Liberty High School will offer an Industry Credential Only (ICO) pathway for the Certified Production Technician (CPT) credential. Using the National Institute for Metalworking (NIMS), students will earn credentials under the Level 1 Machining Skills Standards. Using the United States Department of Labor Occupational Safety and Health Administration (OSHA) curriculum, Liberty High School will also offer the OSHA 10 credential.

Liberty High School will also implement a Career-Based Intervention (CBI) program in accordance with all Ohio Department of Education (ODE) requirements, with special emphasis on teaching skills outlined under the 13 essential competencies and experiential opportunities for students in Work-Based Learning (WBL) placements. The CBI programming at Liberty High School is fundamentally based on the Cultural Wealth Model (Yosso, 2005). Elective credits are available for students who successfully participate in CBI programming including the awarding of credits for students who complete required hours as part of their WBL placement.

Finally, Liberty High School will be implementing a Credit Flexibility Option to students participating in CTE programs. Industry credentialing elements such as NCCER's Construction Math module provides rigorous instruction which can easily translate to academic credits. This is also true of healthcare credentials translating to academic performance as health science courses.

CTE instruction will allow students to earn the required minimum of 12 points for students to meet the requirements necessary for the alternative graduation pathway. This option also requires that students earn a 13th point, which MUST include successful completion of ACT's WorkKeys test. In addition to providing the WorkKeys tests, ACT also provides a curriculum to help students adequately prepare for the exams. At the time of this application, ACT is preparing to launch new and revised versions of the WorkKeys tests. These tests are currently scheduled to be released in June of 2017 with the current WorkKeys tests no longer available after October 2017. ACT has also informed schools that the current curriculum to prepare students for WorkKeys is obsolete for the new tests. The new curriculum is still being developed and has no release date at this time. Liberty High School will obtain the new curriculum once ACT makes it available and will then implement our strategy to prepare students to successfully pass the new WorkKeys assessments.

It should be noted that under the recently passed SB 3, students are no longer required to take End of Course Exams for CTE instruction if that instruction

results in the student earning an industry recognized credential. All of our CTE instruction will meet this threshold.

Curriculum – Maps and Pacing Guides	6.3b	3) Provide a detailed description of the development process for curriculum maps and pacing guides used in your school.
		<p>Apex Learning is providing a pacing guide for each individual student. A curriculum map provides a guide to ensure instruction covers the standards and meets the needs of ALL learners. A curriculum map documents the relationship between every component of the curriculum and allows teachers to check for gaps and redundancies.</p> <p>The major difference between curriculum maps and pacing guides is that curriculum maps are for <i>implemented instruction -- of what will be taught during the current school year. Pacing guides on the other hand, project what pace (how long on a concept) and when and how instruction will be adjusted.</i></p> <p>A pacing guide is your itinerary for teaching. With your collaborative team, you decide what you are going to teach and when you are going to teach it. While the lessons and teaching style can be different, the standards, assessments and basic content are taught together. With the pacing guide, your team can examine data and make decisions to increase student learning.</p> <p>Development Process</p> <p>Our process for curriculum enhancement and alignment to the state standards include quarterly content area collaboration team meetings and bimonthly meetings among the subject area department heads. Our content area collaboration teams are organized by our Director of Curriculum and Instruction, academic coaches, and department heads. These collaboration meetings were developed in order to improve and focus teaching and learning to a standards based model. All subject area teachers within the Cambridge Education Group (English, Mathematics, Social Studies, Science, and Special Education) participate in these quarterly meetings. Prior to each meeting, courses are chosen for dissection. Each teacher prepares course dissection information for specific areas within each of our Apex courses. The sample course dissection worksheet can be found as noted above in Attachment 6.3b2e_CourseDissectionWorksheet. Each teacher is tasked to assess the alignment of the Apex curricular resources with the Ohio Standards. Teachers also analyze rigor within the course and are tasked to develop additional standards based activities for areas within Apex that lack depth of standard alignment. All teachers are also tasked with researching and providing resource ideas to accommodate students with diverse</p>

		<p>learning styles.</p> <p>During content collaboration meetings, all subject area teachers provide dissection worksheets to the department heads and academic coaches. As a subject specific team (coaches, department heads, teachers), we review all teacher course dissection information, suggestions, and additional resources to come to a collective agreement on curricular areas that have gaps in standards alignment. Each teacher developed resource is discussed and voted on by all content specific teachers to determine specific additional resources to be embedded universally within our instructional practices.</p> <p>The specific resource that has been developed to house all changes, additions, and resources is called our "course syllabi". Each subject area has a shared course syllabi that provides a framework for instruction for each Apex subject available to our teachers. The course syllabi includes additional resources and alternative assignments, commonly used and effective special education modification suggestions, Apex tutorial module connections to the curricular resources, end of course exam connections, and pacing guides for student course completion. As each subject specific collaborative group dissect Apex courses, all agreed upon amendments are embedded into the course syllabi for all teachers use. See above Attachment 6.3b2b.Physical_Science Syllabi for an example.</p> <p>The bimonthly department head meetings are organized to develop strategies for the following initiatives:</p> <ul style="list-style-type: none"> • Apex curricular alignment to the Ohio Standards • Train teachers on EOCs and changes made to the curriculum based on Ohio Standards and gap analysis • Develop EOC test preparation guidelines and teacher enrichment strategies • Develop SLOs for each subject area • Analyze student data to drive decision making (EOC strand breakdown analysis tool, Apex course assessments, student surveys, historical state test results, course history data, NWEA MAP data) <p>Based on the initiatives set by the department heads, we develop teacher PD programs, develop instructional best practices, survey teachers to identify areas of needed professional development, develop direction for collaboration team meetings.</p> <p>See Attachment 6.3b3 Curriculum Map and Pacing Guide.</p> <p>Attachment 6.3b3a CurriculumMaps_GraduationPlan showcases the curriculum maps and the graduation plan that the school uses when meeting with students to develop individually based graduation plans. The plans are developed during the monthly curriculum team meetings with the Director of Curriculum and Instruction, Academic Coaches, and the department heads for each subject including special education.</p>
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		<p>The daily/weekly goal sheets are used to establish personalized pacing and completion goals per student. In general, the goal is for a student to complete a course (0.5 credit) every 3-4 weeks of attendance. The goal is comparable to the pace that the student would earn credits in a traditional high school.</p> <p>Apex Assessments</p> <p>Assessing student knowledge: Formative, summative, and diagnostic assessments are integrated throughout each course. Frequent formative assessments reveal student understanding and inform instruction and intervention, while summative assessments measure and report learning outcomes. Unit-level diagnostic assessments generate individualized study plans that direct students to appropriate instructional content based on their strengths and weaknesses.</p> <p>Comprehensive Courses and Additional Tutorial Information</p> <p>Comprehensive Courses and Tutorials provide teacher-scored and computer-scored formative and summative assessment integrated throughout each lesson to reveal student understanding through the learning process. The embedded assessments are specifically designed to test students at various levels of Bloom's Taxonomy and Webb's Depth of Knowledge (DOK).</p> <p>In order to provide teachers and administrators with actionable data to use to support student learning, student knowledge is assessed regularly in Apex Learning Comprehensive Courses and Tutorials with items similar to Ohio Learning Standard items and via the following categories of assessments:</p> <ul style="list-style-type: none"> • Pretests, available for Tutorials and for Courses with prescriptive features, assess student mastery of content and create individualized learning plans that direct each student to the relevant material yet to be mastered. In Courses, the threshold for achieving mastery can be specified by the teacher. • Unscored formative assessments provide students with immediate feedback, allowing them to check their own understanding before continuing. In Courses, these are interactive self-checks integrated into the instructional content. There are several interactive self-checks in each study activity. In Tutorials, Try It activities are inviting, no-stakes assessment for practice and application that provide immediate feedback to reinforce learning. • Unit level diagnostic assessments allow students to assess their understanding of the contents of a unit before either attempting the unit or taking the unit test. • Scored formative assessments provide students with feedback regarding their understanding of the material as they progress through a course. In Courses, computer-scored quizzes provide students with
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		<p>immediate feedback. Teacher-scored formative assessments include practice problem sets, journals, and discussions. In Tutorials, Test It activities are low-stakes opportunity to test student understanding.</p> <ul style="list-style-type: none"> • Scored summative assessments in Courses are taken at the end of each unit and semester require students to demonstrate their mastery of the material. In addition to computer-scored assessments, Apex Learning Courses include subjective, open-ended, teacher-scored assessments to fully address standards and evaluate the higher order and critical thinking skills associated with the higher levels of Bloom's Taxonomy and Webb's DOK. In Tutorials, the posttest for each unit assesses student knowledge and serves as a gauge for teachers to evaluate student progress against the standards. <p>All Apex Learning assessments are intentionally designed to meet the requirements of the OLS. Test items represent the variety of item types expected on state standardized assessments. In addition to computer-scored tests, students demonstrate academic proficiency in performance tasks through teacher-scored assessments.</p> <ul style="list-style-type: none"> • Offer remediation as needed • Provide summative assessment that includes both objective and extended response items. These summative assessments will be utilized by the content teacher along with additional formative and summative assessments in order to guide student progress • Present information in multiple formats (text, audio, images, video, interactive media, manipulative tools, graphs, charts, diagrams) to address individual learning styles and preferences <p>Apex Courses</p> <p>Each Apex Learning Comprehensive Course is developed to create a scope and sequence for each course to meaningfully engage students in rigorous content, cover the breadth of the standards, and provide significant depth of instruction with all required formative and summative assessment. The scope and sequence of each course is intentional, spiraling concepts within and between units to enable mastery of skills and concepts and the development of higher order thinking skills required for academic success.</p> <p>All Apex courses are aligned to the Ohio Learning standards. The school will use approved Ohio course numbers on all students' records and transcripts. Students in grades 9-12 will earn their high school credits by attending class, completing class assignments, tests, and quizzes, and completing coursework assigned in Apex. High school students are already drawn to interacting with content online. Apex Learning Virtual School (VS) incorporates multimedia into all online instruction. Audio recordings, animations, formative exercises, and interactive simulations make the content engaging and take advantage of students' learning style strengths. Students move through the instruction at their own pace and get instant feedback on their progress, adding to learning gains.</p> <p>Apex courses include "Foundations" courses, "Core" courses, "Honors" courses, and "Advanced Placement"</p>
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		<p>courses across subjects enabling students to progress through levels based on their ability and development. Foundations courses meet the needs of high school students who are not prepared for grade-level academic challenges. Foundations courses provide structured remediation in math, reading, and writing for students at Liberty High School and have not performed well in a traditional setting and may be at a higher rate for dropping out. Many of these students will be performing under grade level and are in need of additional academic supports. Our goal is to provide them with a quality curriculum that offers remediation that affords the students the opportunity to catch up to grade level in core content areas.</p> <p>The Apex Learning general studies curriculum features three (3) course pathways to prepare all high school graduates for college and work: Literacy Advantage, Core, and Honors courses. The courses in these three (3) pathways share the same rigorous, standards-based content. Literacy Advantage courses support academic success in standards-based high school courses for students who are below-level readers. Literacy Advantage courses assist students in mastering required math, science, English, and social studies content to earn credits toward graduation, while simultaneously developing reading skills through extensive literacy support. These courses provide strategies for reading success and a strong emphasis on new vocabulary.</p> <p>To support reading comprehension, content spiraling and scaffolding are integrated throughout all courses to increase reading accessibility for all students. Information is presented in small "chunks." Sentence and paragraph length are monitored to be in line with online reading habits and readability studies. In addition, graphics, prompts, and interactive activities are integrated throughout the courseware to enhance comprehension and allow students to monitor their own understanding.</p> <p>Core courses meet the needs of a range of students as they endeavor to master rigorous content and earn credits toward graduation. While Core courses assume readiness for grade-level academic challenges, targeted scaffolding is also included for students who benefit from additional learning support. See <u>Attachment 6.3b3b Teacher Assessments</u> for a sample.</p>
Curriculum – Lesson Template	6.3b	4) Explain what specific components is to be included in model lesson plan template and rationale.
		<p>Each unit and lesson plan will include a unit or lesson summary, estimated duration, pre-requisite/level, a description of pre-assessments and scoring guidelines, a description of post-assessments and scoring guidelines, a description of instructional procedures, a description differential instructional supports, extension and interdisciplinary connections, homework options and home connections, a list of any necessary materials and resources, key vocabulary, technology connections, and specific learning objectives. Connections to Ohio Learning Standards will also be included. The rationale for writing such in depth unit and lesson plans is to</p>

		<p>ensure that instruction is rigorous, yet adaptable to the unique needs of each student, including learning style and level of academic readiness. Units and lessons that are well written, detailed and thorough are easily shared with colleagues, providing for cooperation between content areas.</p> <p>Lesson plans are developed based on individual student needs which are derived from NWEA data, prior Ohio Assessment data, and transcripts for each student. Lessons are individualized based on where the student is performing within the Apex curriculum. Teachers select and assign specific components of the curriculum to individual students in addition to other resources to support that specific content.</p> <p><u>Attachment 6.3b4a LessonTemplate</u> is the common lesson plan based upon Universal Design for Learning Guidelines (UDL) that Liberty High School utilizes for teachers. UDL is a set of principles for curriculum development that give all individuals equal opportunities to learn.⁹ The lesson is a tool to train Resident Educators and all teachers during the quarterly subject area collaboration meetings in order to improve learning and provide a better focus for meeting students' needs regardless of where they are in the learning process.</p> <p>The lesson also helps to promote the acquisition and development of high level critical thinking skills for our students. The template includes a section for teachers to: 1) reflect on and predict challenges that students have traditionally experienced in the content area, 2) prepare for diverse learning, 3) and plan for differentiation. Resident Educators (RE) and Resident Educator Mentors review the lesson plan template and assist RE's in developing lessons utilizing its concepts. Academic coaches will train the professional teachers as they implement the template's use on a regular basis during visits to the school.</p>
Curriculum Alignment with Ohio Learning Standards	6.3b	5) Provide evidence of alignment of the school's curriculum model to the Ohio Learning Standards and the mission, vision, and philosophy of the school.

⁹ <http://www.udlcenter.org/aboutudl/whatisudl>

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

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

The Apex Learning courses fully incorporate the instructional intent of the Ohio Learning Standards (OLS), including rigorous instruction, active learning experiences, and meaningful assessment. **Attachment 6.3b2f Apex Tutorials Catalog Ohio** shows that all core courses (ELA, Science, Math, Social Studies) and electives are aligned to Ohio New Learning Standards. The link to the website indicating alignments to standards is as follows:

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

Tutorials provide standards-based instruction, identify learning gaps, and provide the remedial instruction necessary to prepare each student to master grade level content. The website link indicating tutorial alignment to Ohio state standards is as follows: <https://www.apexlearning.com/digital-curriculum/tutorials/catalog>

ELA. The English Language Arts courses effectively address each standard as well as the instructional intent of the four key areas outlined by the OLS: reading, writing, speaking and listening, and language.

- Reading: Students read a range of texts that reflect diverse authors and genres with an emphasis on informational texts.
- Writing: Instruction emphasizes how to write a persuasive argument and how to use evidence to prove a thesis; students use different written and presentation formats to show their work.
- Speaking and Listening: Students use various kinds of media to analyze and synthesize information.
- Language: Students have opportunities to develop and practice language skills throughout each unit.

Math. The newly designed math courses effectively address the standards in mathematics and instructional intent of the OLS. Students demonstrate conceptual understanding, show and explain their work, and apply this knowledge to everyday life.

- Focus and progression: Standards are organized by strand, with fewer concepts covered in greater depth.
- Build abstract reasoning: Students use analysis and reasoning skills to help develop independent critical thinking.
- Model with mathematics: Students learn to apply mathematics to analyze situations and improve their decision-making skills.

Social Studies. The Social Studies are aligned with OLS. For all Social Studies courses, students build and practice historical thinking skills; learning to connect specific people, places, events and ideas to the larger trends of world history. In the critical reading activities, feedback-rich instruction, and


application-oriented assignments, students develop their capacity to reason chronologically, interpret and synthesize sources, identify connections between ideas, and develop well-supported historical arguments. Students write throughout the course, responding to primary sources and historical narratives through journal entries, essays and visual presentations of social studies content. In discussion activities, students respond to the position of others while staking and defending their own claim.

Science. Physical Science is aligned with OLS and offer a focused curriculum designed around the understanding of critical physical science concepts, including the nature and structure of matter, the characteristics of energy, and the mastery of critical scientific skills. Course topics include an introduction to kinematics, including gravity and two-dimensional motion; force; momentum; waves; electricity; atoms; the periodic table of elements; molecular bonding; chemical reactivity; gases; and an introduction to nuclear energy. Teacher-scored labs encourage students to apply the scientific method. Environmental Science offers a focused curriculum that explores Earth's composition, structure, processes, and history; its atmosphere, freshwater, and oceans; and its environment in space. Course topics include an exploration of the major cycles that affect every aspect of life, including weather, climate, air movement, tectonics, volcanic eruptions, rocks, minerals, geologic history, Earth's environment, sustainability, and energy resources. Optional teacher-scored labs encourage students to apply the scientific method.

Biology focuses on the mastery of basic biological concepts and models while building scientific inquiry skills and exploring the connections between living things and their environment. The course begins with an introduction to the nature of science and biology, including the major themes of structure and function, matter and energy flow, systems, and the interconnectedness of life. Students then apply those themes to the structure and function of the cell, cellular metabolism, and biogeochemical cycles. Building on this foundation, students explore the connections and interactions between living things by studying genetics, ecosystems and natural selection, and evolution. The course ends with an applied look at human biology. Scientific inquiry skills are embedded in the direct instruction, wherein students learn to ask scientific questions, form and test hypotheses, and use logic and evidence to draw conclusions about the concepts. Lab activities reinforce critical thinking, writing, and communication skills and help students develop a deeper understanding of the nature of science.

6.3c Instructional Delivery Methods and Resources/Materials

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

 Instructional Delivery Methods	6.3c	<p>1) Explain in detail the primary instructional delivery methods, strategies, and/or techniques (i.e., high yield instructional practices, project based learning, computer-based, etc.) that will be used to provide daily instruction in your school.</p> <p>Blended learning as defined in R.C. is “the delivery of instruction in a combination of time in a</p>
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		<p>supervised physical location away from home and online delivery whereby the student has some element of control over time, place, path, or pace of learning.”</p> <p>Blended Learning Requirements:</p> <ol style="list-style-type: none"> An indication of what blended learning model or models will be used; A description of how student instructional needs will be determined and documented; The method to be used for determining competency, granting credit, and promoting students to a higher grade level; The school’s attendance requirements, including how the school will document participation in learning opportunities; A statement describing how student progress will be monitored; A statement describing how student progress will be monitored; A statement describing how private student data will be protected; A description of the professional development activities that will be offered to teachers.
<p>To be successful across classrooms at Liberty High School, teachers will use a combination of proven instructional delivery methods that will be used daily in the school. Just as no one curriculum is ideal for all students, no one method of instruction may be suitable for all classrooms. Therefore, the following four instructional strategies will be utilized daily in classrooms to increase student achievement. Universal Design for Learning Guidelines (UDL) mentioned above in the lesson template section will be utilized as a method of providing effective instructional delivery. Marzano’s high yields instructional strategies have been proven over a number of years to improve teaching delivery. Its components will be utilized by all teachers on a consistent basis. All teachers will be trained in Formative Instructional Practices (FIP), which have been shown to increase student achievement. Additionally, teachers will utilize the computer assisted teaching strategies as a part of the Apex Learning.</p> <p>Universal Design for Learning Guidelines</p> <p>Universal Design for Learning Guidelines (UDL) is a set of principles for curriculum development that provides a blueprint for creating instructional goals, methods, materials, and assessments that work for everyone. It is not a single, one-size-fits-all solution, but rather a flexible approach that can be customized and adjusted for individual needs.</p> <p>Three primary principles guide UDL and provide structure for the Guidelines:</p> <ol style="list-style-type: none"> Provide Multiple Means of Representation <ul style="list-style-type: none"> Perception Language, expressions, and symbols Comprehension Provide Multiple Means of Action and Expression <ul style="list-style-type: none"> Physical action 		

- Expression and communication
- Executive function

III. Provide Multiple Means of Engagement

- Recruiting interest
- Sustaining effort and persistence
- Self-regulation

Marzano High Yield Instructional Strategies

Our student-centered instructional approach empowers students to take control of their learning. Teachers use Marzano's high yield instructional strategy of goal/objective setting in the classroom. In *Classroom Instruction that Works: Research-based Strategies for Increasing Student Achievement* by Robert Marzano (2001)¹⁰, Marzano identified nine high-yield instructional strategies through a meta-analysis of over 100 independent studies. These strategies were presented as having the greatest positive affect on student achievement for all students, in all subject areas, at all grade levels. Marzano's nine high-yield instructional strategies are summarized in the table below.

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

¹⁰ Robert Marzano, Debra Pickering, and Jane Pollack. *Classroom Instruction That Works: Research-Based Strategies for Increasing Student Achievement* (Alexandria: Association for Supervision & Curriculum Deve, 2001)

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

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

Teachers will be trained in Formative Instructional Practices (FIP) and use clear learning targets, collect and document evidence of learning, and provide effective feedback. FIP offers the following concepts that increase student achievement:¹¹

- Personalizes learning for students
- Supports teacher development by making instruction the priority
- Equips teachers with a consistent approach to implementing new learning standards
- Establishes a system for preparing new teachers to succeed
- Closes the achievement gap by focusing on practices proven to result in student growth
- Provides an overarching approach to change, especially supportive of struggling schools
- Develops principals into instructional leaders

There are four core components to FIP:¹²

- Learning Targets Must be Clear. Clear learning targets drive the teaching and learning process. Everyone is focused on what students need to learn.
- Evidence of Learning is Collected and Documented. Teachers and students work together to collect and document evidence of learning. Teachers use evidence to guide student learning.
- Feedback is Effective. Effective feedback moves learning forward and fosters students' independent thinking by guiding them in the right direction.
- Students Take Ownership of Their Learning. Students are able to accurately self-assess, give each other effective feedback, and set learning goals. They track, reflect on, and share their learning with others.

Computer-assisted Instructional Strategies

Computer-assisted instructional strategies are embedded into the Apex Learning curriculum.

¹¹ <http://www.battelleforkids.org/solutions/formative-instructional-practices>

¹² Ibid.

	6.3c	<p>2) Provide evidence of the research (evidence) base per ESSA for these delivery methods, strategies, and/or techniques including impact on population served. ESSA defines research (evidence) base as:</p> <p>“ when used with respect to a State, local educational agency, or school activity, means an activity, strategy, or intervention that—</p> <p>(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on—</p> <p>(I) strong evidence from at least 1 well-designed and well- implemented experimental study; (II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or</p> <p>(III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias; or</p> <p>(ii)(I) demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes; and</p> <p>(II) includes ongoing efforts to examine the effects of such activity, strategy, or intervention. “</p>
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Universal Designs for Learning

The UDL Guidelines are based on research from several very different fields, and from many different researchers at different universities and research organizations. That research has been reviewed, compiled and organized by educators and researchers at CAST. The process spanned a 10 year period and involved different stages.¹³

Stage One: The first stage constructed a general framework for UDL and its guidelines. The research basis for that framework came primarily from modern research in the learning sciences: cognitive science, cognitive neuroscience, neuropsychology, neuroscience. The focus of that phase was on identifying the range and sources of variance in human learning – what are the individual differences that an adequate pedagogy must address? The three basic learning networks and principles of UDL were distilled from that review.

Stage Two: The second stage articulated those three basic principles further – identifying the most important categories within them that would need to be addressed in an adequate pedagogy of individual differences. The review of the research led us to the development of the nine UDL Guidelines.

Stage Three: Using that framework as a guide, the third stage involved over three years of extensive reviews of the educational research to identify those specific practices that are most effective in reducing barriers to instruction in each of the principles. This compilation began first by gathering existing

¹³ <http://www.udlcenter.org/research/researchevidence>

reviews and meta-analyses of research and best practices to set the landscape. Following that, we began extensive secondary searches of the literature using keywords and concepts suggested by the meta-analysis and reviews. Nearly 1,000 articles were eventually reviewed and selected for inclusion in the evidence base that is now organized around each of the checkpoints in the UDL guidelines.

This evidence base is listed below. Within each checkpoint, the supporting research is organized into two categories:

1. Experimental and quantitative evidence
2. Scholarly reviews and expert opinions

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

Marzano's

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

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

Formative Instructional Practices (FIP)

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

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

Computer Assisted Instruction

The website of John Hopkins Best Evidence Encyclopedia (BEE) was visited to review examples of third party research. The website focuses on specific education programs. However, there was ample evidence throughout the stated research findings indicated programs that offered education assisted technology such as the program to occur at Liberty High School, does show a positive effect on learning. The website states, "Findings of this review indicate that educational technology applications produced a positive but modest effect on the reading skills of struggling readers."¹⁴

Additionally, for struggling readers, "classroom instructional process approaches, especially cooperative learning and structured phonetic models, have strong effects for low achievers (as well as other students)."¹⁵ For high school reading, "programs using one-to-one and small-group tutoring (ES=+0.23) and cooperative learning programs (mean ES=+0.16), showed positive outcomes."¹⁶

¹⁴ http://www.bestevidence.org/reading/tech/tech_strug_read.html (accessed April 27, 2017)

¹⁵ <http://www.bestevidence.org/reading/strug/summary.htm> (accessed April 27, 2017)

¹⁶ http://www.bestevidence.org/reading/mhs/mhs_read.htm (accessed April 27, 2017)

ESSA

The section below refers to the resource entitled Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments guidance to provides state educational agencies (SEAs), local educational agencies (LEAs), schools, educators, and partner organizations with information to assist them in selecting and using “evidence-based” activities, strategies, and interventions, as defined in Title VIII of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act of 2015 (ESSA). The guide states the following:¹⁷

1. “While ESEA requires ‘at least one study’ on an intervention to provide strong evidence, moderate evidence, or promising evidence, SEAs, LEAs, and other stakeholders should consider the entire body of relevant evidence”

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

2. “Interventions supported by higher levels of evidence, specifically strong evidence or moderate evidence, are more likely to improve student outcomes because they have been proven to be effective. When strong evidence or moderate evidence is not available, promising evidence may suggest that an intervention is worth exploring. Interventions with little to no evidence should at least demonstrate a rationale for how they will achieve their intended goals and be examined to understand how they are working.”

The interventions which include a combination of the Apex digital computer learning assisted by in class direct learning is the basis for much of the research stated above. The strong evidence shown through the expanded learning research stated above includes the Apex Learning model to be implemented at Liberty High School.


3. “The relevance of the evidence – specifically the setting (e.g., elementary school) and/or population (e.g., students with disabilities, English Learners) of the evidence – may predict how well an evidence-based intervention will work in a local context (for more information, also see Part II and endnotes). SEAs and LEAs should look for interventions supported by strong evidence or moderate evidence in a similar setting and/or population to the ones being served. The What Works Clearinghouse (WWC) uses rigorous standards to review evidence of effectiveness on a wide range of interventions and also summarizes the settings and populations in the studies.”

The specific setting of the research provided above is relevant to the demographics of Liberty High School—students in high school who are at-risk for dropping out. The student population in the studies also consists of struggling readers, which represents the student population of Liberty High School.

4. Local capacity also helps predict the success of an intervention, so the available funding, staff resources, staff skills, and support for interventions should be considered when selecting an evidence-based intervention. SEAs can work with individual and/or groups of LEAs to improve their capacity to implement evidence-based interventions.

¹⁷ <https://www.education.ne.gov/ESSA/Documents/ESSAGuidanceonEvidenceBasedPractices.pdf> (accessed April 27, 2017)

The interventions recommended through the research provided above can be incorporated into the current operations capacity of the Liberty High School without undue burden.


 Resources and Materials	6.3c	3) Identify the resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology.
		<p>Liberty High School will use the appropriate tools, equipment, and materials for industry credential training as outlined by each credentialing agency in their required curricula. All resources and materials will be in place at the School's openings in all core and non-core content areas including staff, furniture, curriculum, Board, technology, management systems, contractors, and students.</p> <p>Curriculum Apex Learning Curriculum All supplemental curriculum resources</p> <p>Non-Core</p> <p>Physical Education Available resources for Physical Education includes, but is not limited to:</p> <ul style="list-style-type: none"> • Jump Ropes • Basketballs • Footballs • Flag Football belts with flags • Soccer Balls • Kick Balls • Dodge Balls • Cones • Floor Paint for Stations & Fitness Activities • Basketball Hoops • CD Player • CD (dance lessons & fitness activities) • Whistle • Stop Watches • Gymnasium <p>Technology The technology at the School will meet or exceed the minimum requirements for computer-based</p>

		<p>administration.</p> <p>Hardware</p> <ul style="list-style-type: none">• 1 GHz or faster processor• 1 GB RAM or greater memory• 9.5 inch (10 inch class) or larger screen size• 1024x768 or better screen resolution <p>Operating System</p> <ul style="list-style-type: none">• Windows 7• Mac 10.7• Linux (Ubuntu 11.10, Fedora 16)• Chrome OS• Apple iOS• Android 4.0 <p>Networking</p> <ul style="list-style-type: none">• Wired or wireless Internet connection <p>Devices</p> <p>Desktops, laptops, netbooks, thin client, and tablets that meet the hardware, operating system, and networking specifications</p> <p>Furniture</p> <ul style="list-style-type: none">• Desks• Chairs• Office furniture and equipment• Copy machine, fax machine, and all office equipment <p>Staff</p> <p>All teaching and administrative staff will be in place. All contracted positions including agency resources to provide school psychologist, physical therapist, occupational therapist, audiologist, and behavioral specialist, as needed, will be in place.</p>
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	6.3c	4) Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.
<p>The school continues to evaluate the instructional resources and materials used by teachers, including technology, within Building Leadership Team (BLT) meetings and governing authority committee meetings. The BLT consists of the School Principal along with lead teaching staff. The School Principal, BLT team, and governing authority committees collaborate as needed to review materials, technology, and resources. With frequent changes in courses and technology, teachers are regularly updating material documents to ensure they have proper resources and materials. Adjustments and changes are made based on the educational needs of the School's population. The School recognizes that in order to continue to educate our students in the 21st century, we must stay current with the latest technology. Technology needs assessments are completed each year, and technology purchases are made on an as needed basis. Board approval is only required for purchases over \$5,000.</p>		

6.3d Continuous Improvement and Professional Growth

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

 Continuous Improvement	6.3d	<p>1) Describe the steps in the continuous improvement cycle to be implemented by identified critical roles/teams (i.e., CSLT, TBTs, etc.) with shared accountability for:</p> <ul style="list-style-type: none"> a) collecting, monitoring and sharing multiple measures of student achievement and progress; b) reviewing and revising curriculum, including maps, pacing guides, model unit; c) evaluating the effectiveness of and identifying needs related to instructional strategies, resources and materials, including technology; d) evaluating the effectiveness of the school's leadership structure (CSLT, TBTs, etc.).
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The School will implement the Ohio 5 Step Improvement Process. Ohio's 5-Step Process includes the following:

- Step 1: Collect Evidence of Student Learning
- Step 2: Analyze Assessment Results
- Step 3: Plan for Instruction
- Step 4: Implement with Fidelity
- Step 5: Re-assess and Evaluate Effectiveness

The action plans below correlate with the 5 step process.

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

Step 2: The TBTs process is evaluated each month by the CSLT during leadership team meetings. Feedback is given to all TBTs, and data is analyzed for growth purposes. In October, February, and May growth data is reviewed in TBTs with the school academic coach. That data is the basis of coaching cycles throughout the remainder of the next quarter.

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

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

Step 5: The Regional Curriculum Team meets each summer to review the progress of the CSLT and to determine what professional development would be beneficial for the Leadership Team.

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

- a) NWEA Assessment data will be reviewed by teachers after each testing session (Fall, October; Winter, February; Spring, April). State assessment data will be reviewed in August prior to the start of school. Additional progress monitoring tools contained in the APEX Learning digital curriculum will be given to students on a regular basis to progress monitor where students are in a particular subject as well as drive instruction. These assessments will be reviewed by academic coaches every six weeks.
- b) Curriculum maps and pacing guides will be reviewed by the building level teachers, and shared with the curriculum committee within each school. This process will occur in April. The results of the review will be shared with the Curriculum Committee in May.
- c) A curriculum committee has been developed at the school which includes a board member, principal, teacher leader, teacher leaders from other schools at various grades levels or bands and each subject area, and the Director of Curriculum and Instruction at Cambridge.

The curriculum committee will meet annually in January to begin the review process of the curriculum, curriculum resources and the online resources utilized by the school. Technology will be reviewed as well to determine needs of the school for updating or adding new technology in specific grades or certain subjects and for what intended purpose the technology is serving.

Data will be reviewed to determine specific areas where additional curriculum and/or resources need to be added in order to prevent gaps in learning and maintain student growth.

Training will also be reviewed to determine the level of implementation of current resources to ensure teachers are capable of implementing the curriculum and matching to specific standards. Professional Development will therefore be reviewed to determine current and future needs for each subject, grade or individual teachers.

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




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


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

analysis. Information is also made available to parents during parental meetings and conferences. Additional information is disseminated to parents and the broader community through written communication, the school website, and Board meetings.

Liberty High School will evaluate prior school data (May 2017) of students to identify the most pressing needs based upon probable causes as a starting point in development and implementation the OIP. See **Attachment 6.3d1 LHS OIP Process Plan** for the five step plan. The Teacher-Based Team 5-Step Process Meeting Agenda and Minutes Templates are tools that assist teachers in analyzing student data and creating action plans for improved results. The team reviews the building plan to ensure the work of the team is leading toward attainment of the goals, strategies and indicators described in the plan. See **Attachment 6.3d1a_LHS_TBT_5StepTemplates**.

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

 Ohio Teacher Evaluation System (OTES)	6.3d	2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators. If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance.
The School will participate in the Ohio Teacher Evaluation System. The Principal evaluates the teacher. All evaluators will be credentialed according to Ohio Department of Education specifications.		
 Ohio Principal Evaluation System (OPES)	6.3d	3) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents. If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance.
The school will participate in OPES. The Cambridge Executive Director evaluates the Principal. All evaluators will be credentialed according to Ohio Department of Education specifications.		
 LPDC and Resident Educator	6.3d	4) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc. 5) Discuss implementation of Ohio's Resident Educator Program in the school. (i.e., mentoring process,

		meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.)
<p>Liberty High School's LPDC will be chaired by a classroom teacher who attends regularly scheduled meetings within our cohort. It is the responsibility of the chair of the building LPDC to update all staff on pertinent licensure matters and ensure all IPDP's and licenses remain up to date and compliant. LPDC documents are attached.</p> <p>Liberty High School will implement the Ohio's Resident Educator Program. The mentor teacher will regularly work with the resident educators and update all required information. See Attachment 6.3d5 Resident Educator Forms for sample documents. A sample Cambridge Education Group template is attached in Attachment 6.3d5a Cambridge IPDP Template.</p>		
 Differentiated Professional Development	6.3d	6) Discuss process for development of a differentiated professional development to be included in school's OIP and informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and aligns to Ohio Standards for Professional Development (adopted 2015).
<p>Cambridge Education Group outlines a company-wide professional development plan that addresses large scale issues and additional professional development days are planned at the school level based on need. High-quality professional development is organized, coherent and provides ongoing learning opportunities. In adherence with the Ohio Standards for Professional Development, (OSPD), our professional development envelopes the following criteria:</p> <ul style="list-style-type: none"> • Occur within a collaborative culture in which all share collective responsibility for continuous improvement. • Be advanced by leaders who prioritize professional learning and develop the capacity and structures to support it. • Be supported by resources. • Be databased, and use data for planning, assessment and evaluation. • Represent best practice models and theories of adult learning and active engagement. • Be research based, using what is known about change to sustain implementation. • Focus on specific goals and align outcomes with existing educator and student standards. <p>The Professional Development Plan utilizes outside experts in their field, resources such as textbooks and materials from renown professionals and researchers and always has additional component in place for follow up training with the same provider. In addition, coaching and monitoring is implemented by outside providers to ensure fidelity in the learning and application phase of the Professional Development provided. The Standards for Professional Development are for all members of our organization and as well as stakeholders: Individual teachers, school leaders, company leaders, school contracted services, and the LPDC. For individual teachers, the Standards guide their individual plans and are based on the data at the school that drives the needs of the students. For Principals, the Standards drive their individual plans, but also ensure their school offer effective systems for professional learning. At the executive level, where design of Professional Development occur based on trend and school data, the Standards help to implement and evaluate the programs set in place.</p> <p>External stakeholders are invited to join in our learning to help align programs. As it drives the learning for the teachers and our organization, the Standards ensure that contracted service providers are part of the system of interventions and are aligned to what is occurring in the classrooms. The School has 14 scheduled in-service days. The Professional Development aligns with the following seven Standards of Ohio's Standards for Professional Development. Per the ODE website, "professional learning that increases educator effectiveness and results for all students" embodies the following</p>		

Standards.

Standard 1: Learning Communities. Occurs within learning communities committed to continuous improvement, collective responsibility and goal alignment.

Standard 2: Leadership. Requires skilled teacher leaders and administrators who develop capacity, and advocate and create support systems for professional learning.

Standard 3: Resources. Requires prioritizing, monitoring and coordinating resources for educator learning.

Standard 4: Data. Requires the use of a variety of sources and types of student, educator and system data to plan, assess and evaluate professional learning.

Standard 5: Learning Designs. Integrates theories, research and models of human learning to achieve its intended outcomes.

Standard 6: Implementation. Applies research on change and sustains support for implementation of professional learning.

Standard 7: Outcomes. Aligns its outcomes with educator performance and student curriculum standards.

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

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

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

Professional Development will occur 3 times per year for overall review of data, curriculum, differentiation, and subject matter work.

Building level training will be based on the Classroom Walk-Through Tool which is to be completed once per month per teacher by the Principal. This data is used to develop teacher specific training, and/or whole school training. The results of OTES will also drive training for building teachers at the midway mark in December and then in spring for the following school year or summer sessions. Teachers with specific needs will be assigned online modules,

conferences or additional mentoring.

Teachers involved in Resident Educator RESA Year 1, Year 2, Year 3 and potentially Year 4 will be provided training and assistance from trained mentors and will participate in Cambridge Education Group trainings facilitated by the Director of Curriculum.

Schoology may also be utilized, which is an online learning, classroom management, and social networking platform that improves learning through better communication, collaboration, and increased access to curriculum and supplemental content. Courses or modules allow teachers to access online learning content at any moment and as a school this learning can be tracked and monitored. Below is a schedule of professional development topics.



August-New Teacher Orientation
 September-Performance Measures for Reading and Math
 October-Data and Standards within APEX
 January-Differentiation Educational Framework and Assessments
 February-Data Subject Area Teaching and Learning

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

Teachers use Standards to develop personal IPDP's. Teachers must state which Standard for professional development correlates to the professional development they attend. All of Cambridge's provided professional development correlates directly to the Standards.

Professional Development is embedded as an action step with adult implementation indicators and progress measures to work towards the reading and math SMART goals on the OIP. All of Cambridge's schools have all participated in professional development per their OIP. For example many attended: Reading Across the Curriculum and new ESSA held 10/21/16 (ESC Cuy. Co.). A copy of the Cambridge Professional Development Submission Form is listed in **Attachment 6.3d6a PDBlankSubmissionForm.**

The changes to the classroom are monitored through the use of our Classroom Walkthrough Tool. Administrators and coaches use the tool to evaluate teachers on a regular basis (1-2 times per month) and provide them feedback with areas for growth identified. Additionally, it is an opportunity for teachers to regularly reflect on teaching and learning. A copy of the Classroom Walkthrough Tool is listed in **Attachment 6.3d6b WalkThroughTool.**


 School Calendar	6.3.1	1) Provide the school calendar inclusive of all assessment dates.
Calendar will be provided to the sponsor prior to the start of each school year. Sponsor will be notified of any changes to the school calendar.		
A sample school calendar is attached.		
 Bell Schedule	6.3.1	2) Provide the school bell schedule inclusive of collaborative teacher planning time and teacher-based team

		time.
<p>A bell schedule will be provided to the sponsor prior to the start of each school year. Sponsor will be notified of any changes to the bell schedule.</p> <p>A sample bell schedule is attached.</p>		

6.3e Prevention and Intervention Policy

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

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

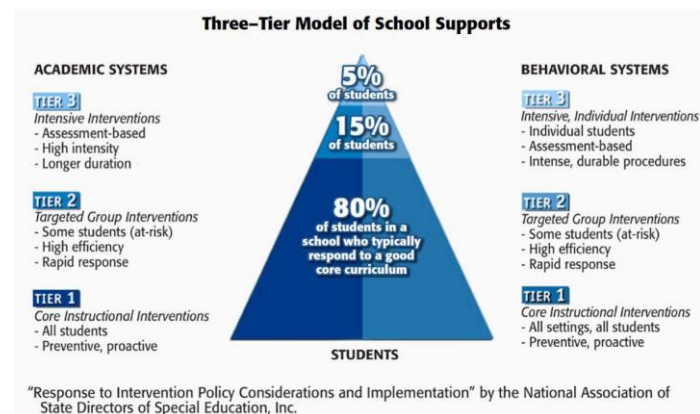
 Prevention and Intervention Plan	6.3.2	<p>1) Describe the school's multi-tiered educational services policy, plan and procedures to provide early detection and intervention with students experiencing learning, behavior and other problems, and address the needs of <u>ALL</u> students (i.e., limited English proficient, gifted, Third Grade Reading Guarantee). Plan must include intervention for all students not found proficient or "Not on Track" for any of the following assessments:</p> <ul style="list-style-type: none"> a) Ohio's State Tests; b) Third Grade Reading Guarantee Diagnostic Assessments; c) Kindergarten Readiness Assessment (KRA); d) Ohio English Language Proficiency Assessment (OPELPA); e) or the current assessment system required by ODE.
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The School will provide prevention/intervention services in pertinent subject areas to students who score below the proficient level on any achievement test (Ohio Graduation Test, Ohio's Next Generation of Assessments) and/or who do not demonstrate academic performance at their grade level based on results of a diagnostic test. The School collects data on student performance and designs plans of classroom based intervention services to meet the instructional needs of individual students. Below are details of the Response to Intervention policy that will be implemented and the Academic Prevention/Intervention Policy.

The School will implement a strong Response to Intervention (RTI) process for all students and especially those who are achieving below grade level. Research-based interventions, a philosophy advocating an educational process of continuous reflection, rethinking, and restructuring of strategies, will be afforded to students. The School will have a solid RTI School-Based Leadership Team to apply a progressive change system utilizing consensus building, infrastructure development, and implementation. The RTI School-Based Leadership Team will be a model of consensus building, utilizing participation from all levels of its system. The RTI School-based Leadership Team consist of the Principal, Intervention Specialist, title teacher, classroom teachers, and parents (as needed).The system will revolve around the study and optimization of the interactions of curriculum, instruction, students, and learning

environments. The RTI process will be implemented at the School to accomplish three goals: 1) to target student deficits, 2) align instruction and intervention to close the gap and progress monitor, and 3) strengthen Core Instruction.

RTI is a “systematic method for evaluating the needs of all students and for fostering positive student outcomes through carefully selected and implemented interventions.” The model uses three (3) tiers of interventions that become increasingly more focused, intense, and individualized. Tier 1 is the Universal Level and we expect approximately 80% of students to fall into this category. It offers primary intervention strategies that provide quality core and differentiated instruction to all students. Tier 2 refers to the Targeted Level where approximately 15% will be grouped. Tier II offers core plus supplemental intervention that includes targeted small group studies. Tier III is considered an Intensive Level, which is expected to comprise of 5% of all students. Tier III provides core and intensive intervention that includes small group studies for four to five days a week. See the figure below for an illustration of the tier levels and interventions. See [**Attachment 6.3e1 Levels of Tiered Intervention Overview**](#) for the in-depth interventions.



Screening

The first level of data for RTI will be collected at the start of the school year. Once results have been collected, the RTI Leadership Team will review the data and identify those students in need of Tier II and Tier III support. An instructional and intervention plan will be created and tailored to each student's specific needs, which will include a timeline of follow up assessments to ensure student growth. The plan will be utilized to teach a new skill, build fluency in a skill, or encourage the child to apply an already existing skill to a new situation or setting. The interventions will be designed to improve performance relative to a specific, measurable goal. They will not consist of assigning homework or giving an assessment, but will include instruction, be focused on targeting a specific identified weakness, and be implemented consistently for at least three days a week over the course of at least 6 weeks. In addition, the RTI Team will create decision guidelines to determine when interventions are no longer necessary, need to be changed, or when a student might be identified for special education.

Tiers

Tier 1 will focus on strong core programs using research-based curricula for all students. The core instruction takes place in the general education setting and meets the needs of most students and incorporates differentiated instruction. Students making proficient progress with regular core instruction are typically scoring above the 60th percentile on NWEA Map Assessment. The School will have systems in place to regularly review and analyze data on student progress at the school, grade, classroom, and individual levels. Adjustments will be made through whole and small-group differentiation of instruction based on analysis of student data and identified areas of need for additional opportunities for learning. Data analysis will reveal those students who continue to demonstrate achievement that is not at a commensurate pace as their peers. Differentiation will allow these students to become proficient by allowing them to learn the materials in ways that suit their unique needs. This could include small groups, modifying materials, additional practice, and changes to materials or scope of task all while in the general classroom. Tier 1 interventions are implemented for a minimum of 4 to 6 instructional weeks at a minimum of 3 days a week for 20 minutes.

Tier 2 will focus on students who need additional academic support beyond what can be provided through differentiation in the general classroom for all students. The RTI Team will review the data collected by Diagnostics, MAP, Curricular benchmark assessments and specific plans will be created to ensure each student learns the necessary skills to be successful. The parent is notified of the plan and small group intervention. Small groups will meet in targeted instruction for 30 minutes per day, 2 to 4 days a week for a minimum of 9 weeks. Throughout this process students will be informally assessed on a weekly basis to provide up to date information to the RTI team. Cambridge has provided staff with a collection of RTI interventions in assembling their Tier II intervention plans that contain research-based strategies. Additionally, teachers are encouraged to access approved interventions on the Google drive. Each intervention will be geared to the specific needs of the individual student. The NWEA test results are typically between the 20-39th percentile for students requiring Tier 2 interventions.

Tier 3 will focus on students who require intensive, focused, small group or individual interventions of longer duration than provided in Tier 2. Tier 3 interventions will include targeted content and specialized instruction with extraordinary time and focus. For example, for students struggling with phonemic awareness or Phonics, the instructor can implement core instruction along with the Wilson Reading System (WRS) curriculum, which is especially developed for assist struggling readers. WRS uses a “multisensory” approach to reading and incorporates visual, auditory, kinesthetic and tactile senses to help student make connections between sounds and words. Before students are assigned to Tier 3 interventions, parents are informed of lack of progress and an invitation letter is sent home to meet to discuss the student’s progress. The RTI team meets to analyze and determine appropriate interventions for students in need of more intensive intervention. The targeted instruction may be in small groups with up to 3 students, or individually for a minimum of 30 minutes per day, 3 to 5 days a week. Individual assessments will be conducted to provide daily monitoring of student progress. The RTI team reconvenes to review progress data, and make a decision of whether or not to possibly refer the student for Special Education evaluation. The NWEA test results are typically below the 20th percentile for students requiring Tier 3 interventions.

Students will individually be held accountable to learning standards each year to ensure they are meeting the OACS. Often students who are “low-performing” are labeled as such due to their lack of interest in an academic area or their inability to see the relevance of what they are learning as it relates to their daily lives. The structure and application of the School’s curriculum will solve this issue for many of our students. Teachers will strive to make learning practical and relevant as students apply knowledge to the projects in which they are participating. Therefore, student achievement on a given task will be at times broad, at times deep, and always cross- curricular.

Assessments

Assessments will provide valuable data to determine which students need additional interventions, and staff specialists (such as the reading specialist) will be available to provide small group and individualized instruction when necessary for those students who are struggling with individual concepts or who have been determined to be below grade level in Reading and/or Math. Students who qualify for Special Education services will also receive services from qualified staff members both through the inclusionary model and through pull-out instruction based on the services and identified needs of their individual educational plans (IEPs).

All teachers will employ flexible grouping. For example, if there are groups of students struggling with mastery of specific knowledge or a specific skill, a small group will be formed and one teacher will work more directly with that group, while the other teachers at that grade level work with the other students.

Progress Monitoring

Progress monitoring will be used to monitor the implementation and effectiveness of specific interventions. Throughout the RTI process, student progress will be assessed, analyzed, and reviewed by the RTI School-Based Leadership Team. Decisions will be made based upon the reliable, valid and evidence based assessments listed above. The team will include, but is not limited to, the student's teacher, an administrator or designee, a Special Education teacher, and other student services personnel as appropriate. The team will be responsible for tracking school-wide academic growth; documenting student need, interventions, and results; making decisions about the effectiveness of instruction; making recommendations for adjustments to instruction and/or interventions; and initiating referrals for evaluation for exceptional student education instruction and/or related services.

As the work on the specific scope and sequence in relation to the curriculum is being developed, attention will be given to identifying key indicators for students who may need additional services. Research-based interventions will be incorporated into those documents for whole-class applications, consistent with the Tier 1 model. Through the use of the School's innovative database system, the identification of classrooms in need of Tier 1 interventions and individual students in need of Tier 2 or 3 interventions will be more clearly identified through the progression of the curriculum.

Differentiation

Differentiation will be a part of the core instruction of the Tier 1 level. It includes changes to instruction designed to meet the needs of students at different instructional levels within the classroom. Differentiation can also employ additional small group instruction and/or purposeful design of instructional centers within the classroom. For example, when implementing differentiation instruction in the classroom, students are expected to complete a Main Idea/Detail Graphic organizer, but are using books at their instructional level. This form of instruction may also involve a combination of accommodations and modifications.

Special accommodations may be applicable for certain students that include changes in **how** a child is expected to learn. These changes in instruction will enable children to demonstrate their abilities in the classroom/testing setting and can involve, for example, allowing extra time to take same test or complete same assignment or breaking down work into smaller segments, but still expecting all elements to be completed. Modifications may be made that involve **what** a child is expected to learn. These modifications are adaptations to instruction or the administration of assessments that change performance expectations for demonstration of a learning outcome. They can include, for example, reading a test to a student and re-wording/re-

explaining questions or shortening a spelling test or other assignment. Differentiating, accommodating and modifying may be included in an intervention plan, but it will not equal intervention. As stated above, the School will develop in-depth intervention plans that are systematic and offer explicit instruction to accelerate growth in an area of need as identified by data for the student.

The School's curriculum options will address a comprehensive array of reading skills at different levels. By combining these various research-based curriculum options, the School will provide the building blocks for systematic and explicit teaching of reading skills.

RTI is not a Special Education program; however, it can help general education teachers detect learning issues. It can also assist schools in determining who qualifies for Special Education services. Below is the School's Academic Prevention/Intervention Policy.

ACADEMIC PREVENTION/INTERVENTION POLICY

In accordance with Section 3313.6012 of the Revised Code, the Board of Directors (the "Board") of Liberty High School (the "School") adopts this Academic Prevention/Intervention Policy (the "Policy"), as more fully detailed below, in order to address prevention and intervention services for all grades and students with all needs (gifted, special education, ELL, or other needs not identified herein) within the School.

ASSESSMENTS

The School shall assess student achievement and needs in all program areas in compliance with State Law, the rules adopted by the State Board of Education and the Charter. The purpose of such assessments will be to determine the progress of students and to assist them in attaining student performance objectives and educational achievement goals of the School.

STATE-REQUIRED TESTS

The School shall administer all State-mandated tests to students at the times designated by the State Board of Education. "Achievement tests" for purpose of this Policy are defined as those aligned with the Ohio academic content standards and model curriculum, designed to measure a student's level of skill in a specific subject area that is expected at the end of a designated grade and/or is required as part of the Ohio graduation requirement. The School will administer the Ohio graduation tests, if applicable, as required by Section 3301.0710 of the Revised Code and at times designated by Section 3301.071 I of the Revised Code as well as end of course exams and NWEA assessments in reading and math. The school has opted to also assess student in science.

"Diagnostic assessments" for purposes of this Policy are defined as those aligned with Ohio academic content standards and model curriculum, designed to measure student comprehension of academic content and mastery of related skills for a relevant subject area at each grade level. The School will administer diagnostic assessments pursuant to Section 3301.0715 of the Revised Code.

All statewide tests shall be administered in accordance with Rules 3301-13-0 I and according to procedures outlined in 3301-13-02 of the Ohio Administrative Code.

In addition to achievement tests and diagnostic assessments, staff members will assess the academic achievement and learning needs of

each student. Procedures for such assessments may include, but not limited, teacher observation, exit tickets, APEX assessments, cumulative student records, and/or student performance data collected through standard testing programs.

Any student receiving special education services may be excused from taking any particular test required if the individualized education program ("IEP") developed for the student excuses the student from taking that test and instead specifies that an alternative assessment method be used. The Alternative Assessment for a Student with Disability ("AASWD") is approved by the Department of Education to evaluate the performance of students with the most significant cognitive disabilities for whom regular assessments, even with accommodations, are not appropriate. In general, the IEP shall not excuse the student from taking a test unless no reasonable accommodation can be made to enable the student to take the test. In that case, the school shall use AASWD to test students needing an alternate form of assessment.

The School shall not use any student's failure to attain a specified score on any State-mandated test as a factor in any decision to deny the student promotion to a higher grade level, except as provided by law.

INTERVENTION SERVICES

In accordance with this Policy, the School shall provide prevention/intervention services in pertinent subject areas to students who score below the proficient level on a reading, writing, mathematics, social studies or science achievement test and/or who do not demonstrate academic performance at their grade level based on the result of a diagnostic assessment. Intervention services will be identified and implemented with the student's test performance determining specific needs in each test area. Such prevention, intervention or remediation programs may include, remedial program content, one-on-one teacher/student interaction, computer-assisted remedial course material, student-specific tutoring intervention and/or small group interaction, modified work, oral assignments, read aloud, material in large print, content provided by a qualified interpreter, etc. This is not meant to be an exhaustive list.

During the school year following the year in which the tests prescribed by R.C. 3301.0710(A)(1) are administered to any student, the School shall provide appropriate intervention services, commensurate with the student's test performance, including any intensive prevention, intervention, or remediation required under R.C. 3301.0711, 3301.0715, 3313.608 or R.C.3313.6012, in any skill in which the student failed to demonstrate at least a score of proficient level on an achievement test or expected growth in any one or more areas within the core subjects.

Students that require intervention services, the School may involve the student's parent or guardian and classroom teacher in developing the intervention strategy, and shall offer to the parent or guardian the opportunity to be involved in the intervention services

PROCEDURES FOR THE REGULAR COLLECTION OF STUDENT PERFORMANCE DATA

The School shall develop procedures for the regular collection of student performance data; a plan for the design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of diagnostic assessments; and procedures for using student performance data to evaluate the effectiveness of intervention services and, if necessary, to modify such services.

The School shall keep records for each student including the following:

A unique State student identification code or a student data verification code as required in accordance with R.C. 3301 .0714(0)(2).

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

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

Score for each test taken;

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

What if any tests must still be taken;

Whether or not intervention must be provided; and

For each test required for graduation, the date passed must be recorded on the student's transcript.

No information shall be on the student's transcript for a test not passed. When a student who has taken State-mandated tests in one (1) school leaves that school to enroll in another school, the school previously attended shall provide, immediately upon request by a school official from the enrolling school, all applicable records set forth above.

PROCEDURES FOR USING STUDENT PERFORMANCE DATA TO EVALUATE THE EFFECTIVENESS OF INTERVENTION SERVICES AND, IF NECESSARY, TO MODIFY SUCH SERVICES.

The School shall utilize diagnostic and performance assessments that are nationally-normed (NWEA/MAP reading and math and science) and aligned with State-standards to measure student performance data. Data will be collected to determine student performance in reading, math, language arts and life sciences and the effectiveness of intervention services.

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

This policy shall be reviewed annually.

English as a Second Language

PSI-Solutions (PSI) will provide English as a Second Language (ESL) services to the School. PSI is an award winning organization that has provided special education and health needs to Ohio students for more thirty years. The program will implement best practices that help students become English

Language Learners (ELLs). PSI will provide the formal and informal English Language Assessments that assess skills (listening, speaking, reading, and writing) of ELLs throughout the school year. PSI provides assessments of the strengths and weaknesses of each student to the School personnel for Individual Education Plan planning. PSI collaborates with the school teachers and the Intervention Specialist to better serve the needs of the student. The School offers highly qualified teachers and other personnel as needed

Wilson Reading System

Wilson and Just Words by Wilson Reading System (WRS) is the curriculum mentioned above that is utilized for struggling readers. WRS uses a “multisensory” approach to reading and incorporates visual, auditory, kinesthetic and tactile senses to help students make connections between sounds and words. WRS is geared specifically for students with word-level deficits who are not making sufficient progress through their current intervention. The curriculum is also suitable for students who have been unable to learn with other teaching strategies and require multisensory language instruction; or who require more intensive structured literacy instruction due to a language-based learning disability, such as dyslexia.

6.4a Goals and Performance Standards

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

Schools newly chartered with Charter School Specialists will establish an OIP plan by September 30th.

The OIP will be available and reviewed at a yearly onsite assistance review.

The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.



Accountability - ATTACHMENT 6.4

Dropout Prevention and Recovery Schools

(As defined by ORC 3314.36)

- The school must receive a “Meets Standards” or better in the following measures and components on the Ohio Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports, hereafter known as the “Graded Measures” listed here:

Local Report Card Measures	<ol style="list-style-type: none">1. Overall School Rating2. High School Test Passage Rate Rating3. Gap Closing Rating: Annual Measurable Objectives (AMO's)4. Graduation Rate: Combined Rate5. Progress: Value Added Overall
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- Meeting all contractual measures agreed upon in the community school contract as listed here:

Contractual Measures	<ol style="list-style-type: none">6. Standardized Test Results -The standardized Ohio Department of Education vendor approved assessment listed within the community school contract should demonstrate at least 1 years' worth of growth for 80% of students tested in reading and math using the <i>Ohio's Where Kids Count Rules</i>.7. Faithfulness to the Community School Contract - The school must be faithful to the community school contract as a condition for renewal. <i>(See page 2 of this document for clarifications.)</i>
Ohio Improvement Process Implementation	<ol style="list-style-type: none">8. OIP- The school must demonstrate progress toward implementing and meeting the Ohio Improvement Process strategies and goals.

Faithfulness to the Community School Contract Outlined:

- **The School must be faithful to the community school contract as a condition for renewal. The Sponsor will review the following during its renewal analysis of the School:**
 - A. **Additional Performance Measures, including but not limited to, the following:**
 - Academic Performance; and
 - Student Attendance; and
 - Operational Performance; and
 - Equity Index or any other reports on Equitable Access to Excellent Educators outlined in Ohio's ESSA plan; and
 - Graduation Rates; and
 - Prepared for Success (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 reviewed by the Sponsor (if applicable); and
 - Timely submission of the Management Company Evaluation (if applicable); and
 - Attendance at Sponsor provided workshops/trainings; and
 - Timely submission of the Student Intervention Plan (if applicable); and
 - Timely submission of Accountability Attachment 6.4b Interventions Reporting Template (if applicable); and
 - Adequate and timely communication with the Sponsor regarding any/all changes to the Community School Contract; and
 - Monitoring the implementation of the OIP inclusive 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 Does Not Meet in any of the measures and components listed above. A school will continue to implement the “actions” of the previous school year if/when the school receives a Meets in all measures and components following the implementation of that year’s “actions,” until the school has two consecutive years of receiving a Meets in all measures stated above.
- Renewal terms for a school shall be reviewed in conjunction with section 11.6 of the charter and only schools meeting the standards as listed in section 11.6 will be considered for renewal.
- If the school’s previous Accountability Attachment 6.4 required specific interventions, the school must implement the actions listed in the successive year as stated within this document. This Attachment 6.4 supersedes all previous versions and interventions.
- Failure of the School to complete any of the requirements as listed in Accountability Attachment 6.4 may result in the Sponsor placing the School on probation or in suspension. In addition, failure of the School to timely submit any data required by the Community School Contract and/or this Attachment may result in the Sponsor placing the School on probation or in suspension.

First Year Actions	
A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.	
Criteria: School receiving a “Does Not Met” on identified Local Report Card Measures:	
The Sponsor Will:	The School Will:
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 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. Review and revise the required OIP Focused Plan inclusive of 6.4b Intervention actions listed herein, through a Community School Leadership Team (CSLT) that includes parents and Board members and submit for Sponsor feedback.
C. Require the School to 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 included in OIP Action Steps.	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. The School Leader/Evaluator is to report to the Governing Authority on OTES evaluation timeline activities (i.e., completion of formal and informal evaluations). Board reporting is to be a <i>minimum</i> of twice per year (i.e. completion of Formal Observation 1 and Formal Observation 2). The Governing Authority will ensure the implementation and monitoring of OPES for School Leaders.
E. Offer technical assistance to improve instructional leadership.	

<p>E. Develop and implement a school professional development plan inclusive of:</p> <ul style="list-style-type: none"> a. Ohio Standards, including 1. Deconstruction of ELS and Math Standards 2. Depth of Knowledge 3. Understanding of Strands, Themes, Topics and Content Statements for Science and Social Studies 4. Instructional Shifts b. Literacy: Foundation skills fluency, phonics and word recognition, phonological awareness, vocabulary, print concepts, comprehension and writing. c. Training, including all school leadership, instructional staff, and Governing Authority, on and using data to inform instruction and to close achievement gaps in identified subgroups inclusive of the specific nationally normed assessment used by the school.
<p>F. Identify and implement a research based adolescent reading program designed to address the reading deficiencies of students and improve reading achievement.</p>
<p>G. Require the school leader to participate in Sponsor provided instructional leadership professional development.</p>
<p>H. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.</p>
<p>I. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.</p>

Second Year Actions

A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.

Criteria: School receiving a “Does Not Met” on identified Local Report Card Measures for a second consecutive year:


The Sponsor Will:	The School Will:
A. Offer technical assistance towards improving academic instruction and student achievement.	A. The School will continue all First Year Actions.
B. Review and offer feedback on the OIP Focused Plan if needed.	B. Implement Teacher Based Teams (TBTs) using OLAC Modules while instituting the TBT 5 Step Protocol; and
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 of candidates.	C. Hire an Academic Coach following Sponsor requirements and tools (<i>See Academic Coach credentials and job responsibilities</i>). The School will submit Academic Coach credentials for Sponsor review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the full time Academic Coach. At least three (3) times per school year, the Academic Coach shall provide a report to the Governing Authority regarding student performance and progress measures taken.
E. Continue to offer technical assistance for the development and implementation of a school professional development plan.	D. Establish schedules and implement strategies that provide increased collaboration and learning time for teachers that is protected from internal or external interference or interruptions.
F. Continue to offer technical assistance to improve instructional leadership.	E. Continue and strengthen implementation of first year professional development plan components (Standards, Literacy, Data) outlines in OIP Action Steps and development of additional Actions Steps for implementation of: <ul style="list-style-type: none"> i. <i>Formative instructional practice training</i> ii. <i>Differentiated instruction of identified subgroups to close achievement gaps – (Applies only If the school receives a “Does Not Met” on the Gap Closing (AMO's) component of the Local Report Card)</i>
	F. Require the School Leader to participate in Sponsor provided technical assistance to improve instructional leadership.

Third Year Actions	
A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.	
Criteria: School receiving a “Does Not Meet” on identified Local Report Card Measures for a <u>third</u> consecutive year:	
The Sponsor Will:	The School Will:
A. Offer technical assistance to assist in improving academic instruction and student achievement.	A. The School will build upon and strengthen all First Year and Second Year Actions.
	B. Review and revise curriculum maps, pacing guides, lesson plan templates, and curriculum guides. The school will provide evidence of such upon request.
	C. Review resources and materials for alignment to address identified learning gaps. The school will provide evidence of such upon request.
	D. Develop teacher and principal growth plans or improvement plans for ineffective teachers or principals to improve academic instruction and student achievement. The school will provide evidence of such upon request.

Fourth Year Actions	
A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.	
Criteria: School receiving a “Does Not Meet” on identified Local Report Card Measures for a <u>fourth</u> consecutive year:	
If the School is not required to close by the Ohio Revised Code, the Sponsor will:	The School Will:
A. Take over the operations of the school; and/or	A. Close at the conclusion of the school year if the School meets the requirements for closure as found in the Ohio Revised Code.
B. Work with the Board to replace the operator of the school; and/or	B. If the School does not close as required by the Ohio Revised Code, it will continue all First Year, Second Year, and Third Year Actions.
C. Place the school in Academic Probation ² status and outline specific requirements for the School; and	C. Meet all requirements as outlined by the Sponsor before the Academic Probation ² status is lifted.
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Meet all requirements for closure as outlined by the Ohio Revised Code.
<p><i>2= Academic Probation status denotes that the Sponsor has considered the school’s specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4, and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions, but will consider other options if deemed appropriate considering the school’s specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a “Meets” or better on measures, components or overall grade, as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School Governing Authority’s autonomy.</i></p>	

6.5 Assessment Plan


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

 Nationally Normed Assessment	6.5	1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODE approved standardized testing tool. It is mandatory that the assessment be administered a minimum of twice a year and the administration should be identified on the school calendar. Which Nationally normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30th of each year.
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The School utilizes NWEA/MAP Assessment for reading, math and science as a drop out recovery school. NWEA/MAP is nationally normed and aligned with state standards to measure student performance. This test is administered a minimum of twice per school year and testing windows are identified on the enclosed school calendar.


NWEA/MAP is used to establish baseline data, identify students' strengths and needs and compare student's academic progress. The data is utilized as growth measure tool to determine a student's academic progress. NWEA/MAP will enable educators make data-driven decisions. The NWEA Dropout Recovery test manual is listed at **Attachment 6.5.1a DROPOUT Test Manual.**

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

 Ohio's State Tests	6.5	2) All required state assessments must be included in the school's assessment blueprint and calendar. Confirm use of specific state tests, how the data will be collected and distributed to Board of Principals, staff, students, parents, and how the results will impact professional development and Ohio Improvement Process (OIP) goals and strategies. These may include End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.
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Liberty High School will be administering all of Ohio State Test including Ohio Graduate Test (OGT), Industry Credentialing, ACT, and end-of-course (EOC)

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

 Local Assessments	6.5	3) Identify any local assessments such as diagnostics used for prevention and intervention that will be utilized. Discuss rationale for test selection, purpose, and the timelines for implementation.
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Locally Determined Measures – For subjects where traditional assessments are not an option, the School has established a process to create locally determined measures, including student learning objectives, to measure student progress. The measures for student learning objectives may include district-approved, locally developed assessments, pre/post assessments, performance-based assessments, and portfolios. Rubrics will be established to set expectations, improve student work, and provide feedback to students about their work in specific areas of a project.

Teacher developed summative assessments such as quizzes, tests, and classroom-based assessments provide a variety of information about students' abilities, progress, and needs. The assessments are designed by teachers based on classroom and student needs; and School, class, and student goals. The variety of formats, which may include, but is not limited to multiple choice, short answer, essay, etc.

Informal assessments such as running records are used to inform and improve instruction. Designed by teachers, the assessments are based on classroom and student needs.

Authentic assessments, such as project work is used to inform and improve instruction, and provide students with feedback to help them reflect on their current standing and needs to meet the expected goals. Designed by teachers, authentic assessments are based on classroom and student needs as well as School, class, and student goals.

Liberty High School also uses summative data assessments to produce valuable information that is used to make curriculum decisions, direct future instruction, and improve instructional practices. Summative assessment data that is collected at the end of a chapter, unit, or course is obtained through tests, projects, term papers, and student portfolios. The data collected from these types of summative assessments is used to guide our efforts in developing alternative assessments, differentiating instruction, and providing additional academic support in the areas in which students show weakness.

 Formative Assessment Practices		4) Describe the process for developing formative assessment practices, sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection, and professional development.
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Liberty High School uses a variety of formative assessments during instruction to adjust instructional practices and maximize individual students' learning.

Once formative assessments are conducted and analyzed, educators use the data collected to determine students' skill level, their concept mastery, and their progress toward curriculum goals. Teachers can then adapt their teaching methods to deliver meaningful instruction that will meet the students' needs.

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

Formative assessments will be the basis for adjusting the education program by the Response to Intervention (RTI) and teacher-based teams (TBTs) for each student in order to improve academic performance. Assessments will be utilized by the RTI School-based Leadership Team that consists of the Principal, Intervention Specialist, title teacher, classroom teachers, and parents (as needed). An instructional and intervention plan will be created and tailored to each student's specific needs which will include timeline of follow up formative assessments to ensure student growth. The plan will be utilized to teach a new skill, build fluency in a skill, or encourage the child to apply an already existing skill to a new situation or setting. The interventions will be designed to improve performance relative to a specific, measurable goal.


Through teacher-based teams (TBTs), data is shared across grade levels. As a part of the Ohio 5-Step Process, formative assessment is analyzed by TBTs, which meet every other Monday afternoon to discuss data and share ideas. The TBTs process is evaluated each month by the CSLT during leadership team meetings. Feedback is given to all TBTs, and data is analyzed for growth purposes. In October, February, and May, growth data is reviewed in TBTs with the school academic coach. That data is the basis of coaching cycles throughout the remainder of the next quarter. The TBTs process is then reviewed on a regional level by the Regional Curriculum Team in efforts to ensure where additional training is needed. The CSLT meets each Wednesday afternoon to discuss the OIP, pertinent policies and procedures throughout the building, and is beginning to discuss the information collected from the 5 Step Process forms to provide advice and feedback for the TBTs. The Regional Curriculum Team meets each summer to review the progress of the CSLT and to determine what professional development would be beneficial for the Leadership Team.

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

- Clarifying and sharing high-quality learning targets

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

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

 Non-Academic Measures	6.5	5) Describe non-academic measures such as part and student interest surveys, etc. that might inform school practice and program effectiveness.
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Surveys

Parent. The School is committed to ensure that the communication received from parents is handled effectively. At or near the end of the school year, parents will be asked to complete a comprehensive satisfaction survey designed to assist the School in assessing areas where improvement may be necessary. The survey gives our teachers and leaders critical feedback that will lead to increased parent satisfaction. Parents are also afforded the opportunity to provide feedback during parent-teacher conferences, parent-teacher organization meetings, and during their attendance at Board meetings. Feedback on all aspects of school operations is welcome.

Student. Additionally, the School will measure and evaluate other non-academic statistics including year-to-year student enrollment figures, student daily attendance averages as well as student surveys. As the School pursues the mission, it is important to seek and maintain the feedback of our primary stakeholder, the students. Monitoring student opinions about academic progress, environment, teachers, support structure, and the academic program provides the data needed to provide an optimal academic model. Information from surveys assist leadership and teachers in making decisions about how to adjust the services and programs offered to assure that each student is performing to his or her maximum potential. Listed below is an example of a student survey that may be used.

Student Survey

Grade:

Gender:

Please indicate how strongly you agree or disagree with each of the following statements by circling the appropriate number on a scale of 1 (strongly disagree) to 5 (strongly agree) next to the statement.

Scale

	<u>Strongly disagree</u>	<u>Disagree</u>	<u>Neutral</u>	<u>Agree</u>	<u>Strongly agree</u>
1. I am making academic gains in math and reading.	1	2	3	4	5
2. My teachers and principal support my academic goals.	1	2	3	4	5
3. I believe that my school has an environment that supports student achievement.	1	2	3	4	5
4. I am safe and secure in my school.	1	2	3	4	5
5. My principal and teachers assist in helping me solve academic and personal problems.	1	2	3	4	5
6. I have become more mature during my time at school.	1	2	3	4	5

Teacher. The School goal is to continuously provide an environment that supports teaching. To assist in gauging this measure, statistics will be gathered and evaluated from an annual teacher survey.

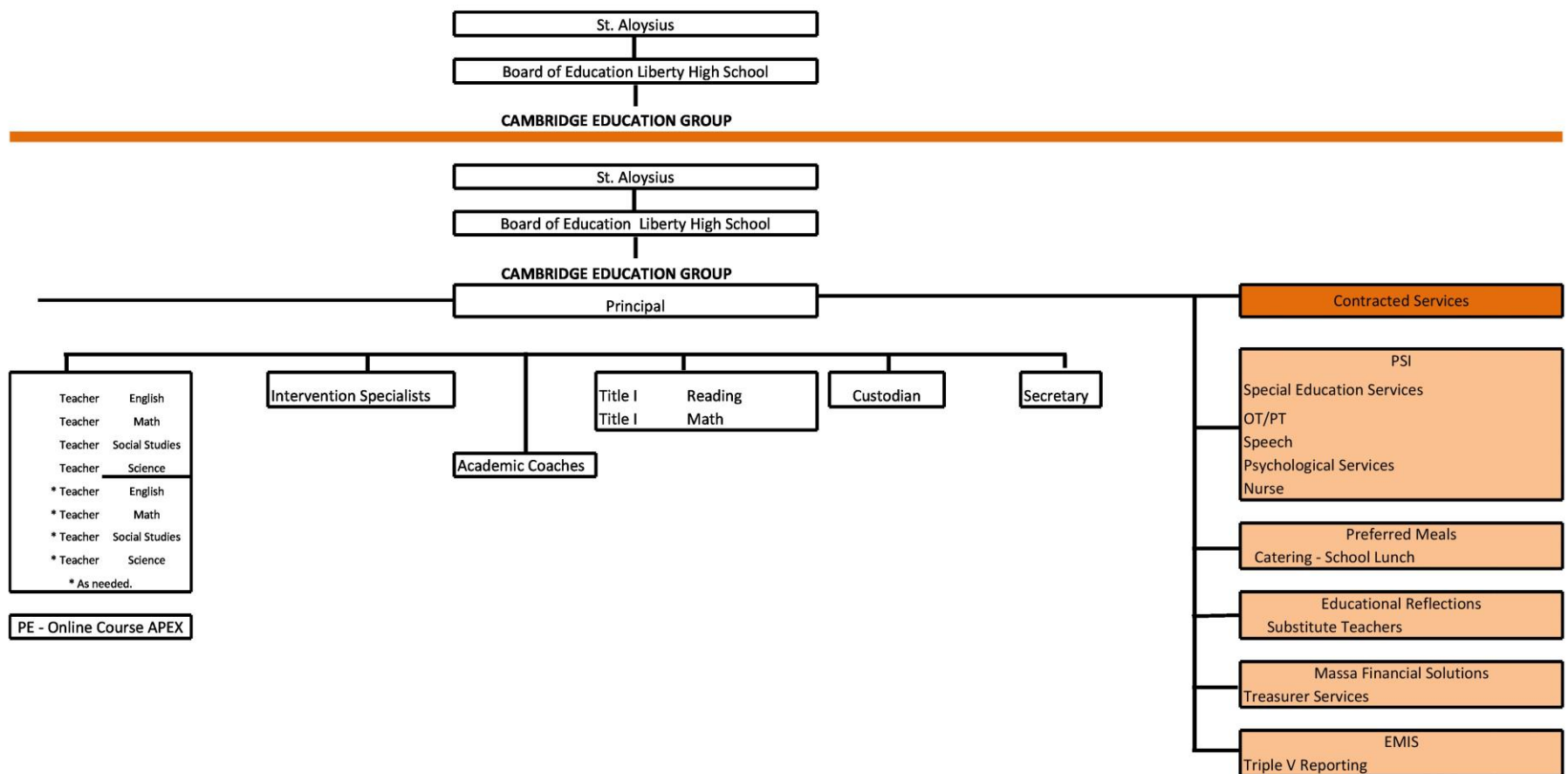
Apex Student Survey


The curriculum chair and academic coaches has developed a learning survey to collect data from the students being served by Apex Learning in order to inform instruction. The results will assist teachers develop strategies for specific learning targets connected to and relevant as preparation for the end-of-course lessons and for improving the Apex coursework. Strategies will be developed and guided by identified areas that need the most growth based upon end-of-course strand analysis data from the Fall 2016-Spring-2017 school year. Results will be evaluated in comparison to the length of time a student had between receiving instruction in the course and taking the end-of-course assessment. The School will also evaluate the results in comparison to students who participate in tutorials in preparation for end-of-course work compared to those students who are not enrolled in tutorials. Data will also be analyzed across all schools to seek differences at a specific school in order to develop an enhanced learning experience that best serves all students. The survey dates is scheduled between June 1 – 27, 2017. A link to the survey follows: <https://goo.gl/forms/BYEZuttxHwWwSMGK2>

8.1 Employment

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

 Organizational Chart	8.1	1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).
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 Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of the school staff that align to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e., speech and language pathologist, school psychologist, etc.), e) other.
<p style="text-align: center;">Employment of Staff</p> <p>Roles and Responsibilities</p> <p><u>Principal</u></p> <p>Job Purpose: The Principal is responsible for providing contractual accountability, and day-to-day leadership of educational and operational activities of the School. This includes the recruiting, hiring, supervision, evaluation, and development of staff; maintenance of a safe environment conducive to teaching and learning; assurance of effective delivery and improvement of instruction; enforcement of the school's policies and procedures; safety of students; and implementation of student disciplinary measures when necessary.</p> <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> • Executing and administering the policies of the School, as set by the board of trustees • Supervising any administrators, teachers, or other staff whose job descriptions designate that they report directly to the Principal • Hiring, evaluating, and terminating as necessary and appropriate, of all other employees of the School • Supervising the preparation and administration of the annual budget as approved by the board • Monthly reporting to the board • Overseeing the external operations of the School, such as enrollment, fundraising, marketing, relations with the charter authorizer, and communication with the school's constituencies • Overseeing the curricular and co-curricular programs of the School, including focused effort on improving student achievement • Overseeing the academic and social progress of the students and responding to students' needs and transgressions consistent with the School's philosophy and with applicable laws • Modeling the mission and philosophy of the School • Supervise on-going development of teaching for all staff by observing and implementing: <ul style="list-style-type: none"> ○ Lesson observations ○ Regular use of data ○ Collaborative planning and inquiry ○ Informal support strategies including coaching and mentoring ○ Systematic use of formative assessment data to guide learning support and drive 		

- Provide strategic leadership for school improvement and development
- Coordinate professional development workshops for all staff
- Maintain facilities in the appropriate manner and follow the appropriate procedures to remediate issues
- Interview, evaluate, and hire, through the appropriate processes, staff without discrimination
- Collaborate with colleagues demonstrating a model of connected educators and develop positive working relationships with students, parents, and school staff
- Be part of a whole school team, actively involved in decision-making on the preparation and development of policies and programs of study, teaching materials, resources, methods of teaching and pastoral arrangements

Qualifications

- Master's degree in Educational Leadership (Administrative certification welcomed but not mandatory)
- 3–5 years' experience as a school leader with significant areas of responsibility
- Teaching experience
- Excellent communication, leadership, and presentation skills
- Strong interpersonal skills
- Experience in providing professional development trainings in areas of school improvement
- A demonstrated record of success
- Passion for working with, and teaching, youth of various social, educational, and economic backgrounds and levels
- Willingness to go above and beyond to support students in achieving academic goals
- Commitment to continued personal and professional growth
- Proficiency in the use of technology

Assistant Principal

Reports to: Principal

Job Purpose: The Assistant Principal is responsible for managing the academic progress of students; maintaining a climate conducive to teaching and learning; assuring effective delivery and improvement of instruction; supervising, mentoring, and developing instructional staff; and ensuring that the school meets its defined goals. The Assistant Principal will model and enforce the policies and procedures of the School. The Assistant Principal reports to the Principal and assists the Principal with all of the educational and operational aspects of the School.

Responsibilities

Supports the School Principal and serves as Acting Principal in their absence

- Assist in providing strategic leadership for school improvement and development
- Support daily school operations regarding academics, day-to-day activities, security and staffing to ensure a successful school
- Ensure an orderly, motivational and aspirational culture and a strong school community where teaching, learning and healthy relationships can thrive
- Ethical and motivational leadership appropriate to the cultural and political context in which the school operates
- Align students, teachers, staff, and parents around the company's values and approach
- Develop mutually supportive relationships with parents, characterized by good communication strategies and the intent to involve parents
- Maintain professional internal and external relations with the board, donors and local and national community demonstrating the school is well managed
- Implement consistent strategies for managing students with the most challenging behaviors in a deterring and therapeutic manner that does not allow disruption of the norms of the school and the learning of other students
- Enforce code of conduct to maintain proper discipline and conduct
- Assist Principal with development, support, and implementation of school policies Assistant Principal is responsible for the oversight and evaluation of all teaching faculty, curriculum design and improvement, coordination of classroom activities with internship activities, teacher professional development, and teacher assignment in close cooperation with the Principal.
- The position includes support of extracurricular activities, and the fulfillment of administrative duties as assigned by the Principal.
- Ensure high standards of achievement for all students
- Hold high expectations and be accountable for student behavior
- Utilize data-driven behavior management systems and practices to ensure consistent norms of orderly, respectful behavior throughout the school that preserve the sanctity of teaching and learning in the classroom
- Work with and assist the staff in the development of effective classroom discipline and organization
- Communicate relevant policies and procedures with regard to student discipline, conduct and attendance to students, staff and parents
- Participate and monitor the RTI process
- Support implementation of the instructional framework
- Partner with external organizations that enrich the culture of the school through service opportunities, life and cultural experiences, educational and support programs, and other resources

Qualifications

- Bachelor's Degree in Education or related area. Master's Degree is preferred
- (Administrative certification welcomed but not mandatory)
- 1–2 years' experience as a school leader or in a leadership role
- Educational leadership experience or program management experience
- Experience setting and managing budgets
- Experience in communicating with diverse populations

- Excellent communication, leadership and presentation skills
- Strong interpersonal skills
- Teaching experience
- Demonstrated record of success
- Passion for working with, and teaching, youth of various social, educational, and economic backgrounds and levels
- Willingness to go above and beyond to support students in achieving academic goals
- Commitment to continued personal and professional growth

Academic Coach

Reports to: Principal

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

Responsibilities

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

- Provides assistance to teachers in analyzing test data and student work for the purpose of planning instruction that targets identified needs
- Provides model lessons for teachers in academic areas for the purpose of identifying effective instructional practices
- Identify at-risk, on-track, and off-track students and develops learning geared to these students
- Monitors the delivery of instruction to students in all subgroups within the school for the purpose of helping the school make adequate yearly progress
- Guide and assist grade levels in the development of teaching units and common assessments for the purpose of gathering data that will be used to target specific content areas
- Assist teachers in developing classroom management strategies that foster a climate conducive to academic achievement for students in all subgroups for the purpose of raising achievement and addressing the academic needs of all students
- Assist teachers in using flexible grouping for the purpose of addressing academic deficiencies appropriately and providing opportunities to accelerate academic performance

- Prepare and maintain accurate records and reports
- Keep current on information related to School Improvement using the ODE website, sponsored sites, and other professional journals for the purpose of providing instruction that is supported by research-based practices
- Ensure security, integrity and confidentiality of data, family and student issues
- Assist teachers in securing appropriate resources for the purpose of implementing the School Improvement Plan
- Works with the school's leadership team for the purpose of developing and implementing a staff development plan that identifies professional development needs
- Works closely with the School Director in planning, implementing, and assessing reform efforts at the school for the purpose of creating a learning environment that supports academic achievement for all students
- Leads the school in providing extended time on tasks for students who do not meet expected goals or who are at-risk for the purpose of increasing academic performance, and meeting or exceeding the standards
- Assist the school's leadership team in monitoring the implementation of actions and strategies included in the School Improvement Plan for the purpose of assisting the school in meeting the identified goals
- Collaborate with colleagues demonstrating a model of connected educators and develop positive working relationships with students, parents, and school staff
- Be part of a whole school team, actively involved in decision-making on the preparation and development of policies and programs of study, teaching materials, resources, methods of teaching and pastoral arrangements
- Performs other related duties as assigned

Qualifications

- Master's Degree in Curriculum with a strong focus on reading and mathematics
- Minimum 5 years teaching experience
- Teaching experience in the grade levels being served
- Experience in providing professional development trainings in areas of school improvement
- Ability to apply assessment instruments and analyze data
- Ability to work under limited supervision using standardized practices and/or methods; directing other persons within a small work unit.
- Ability to take initiative and be flexible
- Passion for working with, and teaching, youth of various social, educational, and economic backgrounds and levels
- Willingness to go above and beyond to support students in achieving academic goals

- Commitment to continued personal and professional growth
- Proficiency in the use of technology including Excel or comparable database program

Intervention Specialist

Reports to: Principal

Job purpose: The Intervention Specialist position is responsible for coaching, motivating, and instructing students with disabilities and those requiring Special Education within the school's model with attention given to each student's Individual Education Plan (IEP). The Intervention Specialist will collaborate with general education teachers and support staff to ensure that each student's needs outlined in their IEP and individual graduation plan (IGP) are being met and that the student is progressing. All lessons are aligned to state standards and are taught by the student's teacher with the Intervention Specialist acting in a support role. The Intervention Specialist will work directly with the school's administrators to ensure that all Special Education paperwork and reporting requirements are in compliance with federal, state, and local school district regulations.

Responsibilities

- Provides a learning environment that is team-oriented, student-centered, and aligned with the school's academic goals and specified objectives.
- Creates and or updates IEP for each of his/her students and uses this as the basis to track each student's academic performance.
- Acts as a mentor, facilitator, advocate, and coach to support, mentor, and guide students through their IEP using the technology and other resources available.
- Provides positive support for all students with disabilities within the School in conjunction with overseeing and monitoring individual student progress and the use of resources and equipment.
- Uses only forms or reporting records approved and /or adopted by the School.
- Maintains progress monitoring reports, IEP compliance, attendance and behavioral records, academic grades, and other student records as required by state regulatory guidelines and School policies and procedures.
- Collaborates with peers to develop, plan and implement best educational practices based upon the individual academic needs of the students and aligned with the goals of the School.
- Performs all other instructional and academic duties as deemed necessary, which are aligned in accordance with the School's policies and procedures that ensure educational goals are achieved.
- Maintains all ESE records and works collaboratively with school staff to ensure all records are in compliance.
- Serves as a member of the School's Student Study Team (SST).

Qualifications

- Bachelor's Degree in Special Education or similar
- Appropriate Certifications and endorsements

- Positive work history

Teacher

Reports to: Principal

Job purpose: The Teacher position is responsible for coaching, motivating, and instructing high school students within the School's model with attention given to each student's Individual Graduation Plan. All for-credit courses are aligned to state standards and are delivered in such a way to engage student learning, and accelerate the accumulation of credits through a mastery-based educational model. In many respects, the teacher acts more like a coach and mentor in this environment and is specifically focused on ensuring the success of his/her students.

Responsibilities

- Provides a learning environment that is team-oriented, student-centered, and aligned with School academic goals and specified objectives.
- Creates Individual Pacing Guides for each of his/her students and uses this as the basis to track each student's academic performance.
- Provides positive support for all the students within the classroom in conjunction with overseeing and monitoring individual student progress and the use of resources and equipment.
- Appropriately enforces the School's Code of Conduct
- Provides direction and leadership within the classroom by displaying an effective working knowledge of the subject matter and by demonstrating best practices relating to teaching/instructional techniques.
- Maintains progress monitoring reports, attendance and behavioral records, academic grades, and other student records as required by state regulatory guidelines and school policies and procedures.
- Collaborates with colleagues to develop, plan, and implement best educational practices based upon the individual academic needs of the students that are aligned with the goals of the school.
- Participates in professional development courses or activities to maintain appropriate certification or credentials based on position.

Qualifications

- Bachelor's degree
- Certification/licensure in appropriate teaching area
- Highly Qualified Teacher (HQT) status in teaching assignment
- Exceptional interpersonal, communication and presentation skills
- Effective organizational skills with the ability to perform multiple tasks
- Proven effective classroom instructional and management skills
- Experience with personalized student advising and motivation skills
- Has demonstrated ability to work effectively with all stakeholders

- Passion for working with, and teaching, youth of various social, educational,
- and economic backgrounds and levels
- Willingness to go above and beyond to support students in achieving academic goals
- Commitment to continued personal and professional growth
- Proficiency in the use of technology

Physical Education Teacher

Reports to: Assistant Principal

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

Responsibilities

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

- Models nondiscriminatory practices in all activities

Qualifications

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

Custodian

Reports to: Principal

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

Responsibilities

- Assumes responsibility for overall cleanliness of the school.
- Responsible for floors in classrooms, hallways, common areas, and offices.
- Responsible for cleaning and sanitizing lavatories.
- Receives and stores all deliveries.
- Orders necessary cleaning and toilet supplies.
- Performs other responsibilities as assigned by the Principal.
- Is familiar with the Academy's Emergency Response Plan.

Qualifications

- Two years of experience in a maintenance position
- Thorough knowledge of building cleaning practices, supplies, and equipment.
- Ability to follow moderately difficult oral and written documents
- Dependability and demonstration of good judgment.

Secretary

Reports to: Principal

Job purpose: The Secretary will be responsible for the organization and co-ordination of office operations, procedures and resources to facilitate organizational effectiveness and efficiency and is responsible for supporting recruitment and successful enrollment of students.

Responsibilities:

- Communicate with customers, employees, and other individuals to answer questions, disseminate or explain information and address complaints
- Efficiently and effectively handle customer inquiries and complaints
- Maintain a safe and secure working environment
- Establish a presence in the community for outreach and recruiting purposes
- Support in providing enrollment counseling for incoming students and families
- If applicable, establish a rapport with local and regional high schools and/or colleges
- Participate in local community events to increase community awareness of the school and recruit enrollment
- Design, implement and maintain filing systems
- Establish and monitor procedures for record keeping
- Ensure security, integrity and confidentiality of data
- Design and implement office policies and procedures and maintain office supplies inventory
- Demonstrate dedication, commitment, good character, honesty, integrity, and professionalism
- Understand, abide by and implement the policies, directives and guidelines set forth by the management company

Qualifications:

- High school diploma
- 1–3 years of office experience and proven experience working with customers
- Supervisory experience a plus
- Knowledge of clerical practices and procedures
- Excellent communication skills and strong interpersonal skills
- Exceptional organizational and planning skills
- Exceptional work and time management
- Attention to detail and high level of accuracy
- Ability to take initiative and be flexible
- Demonstrated communication skills
- Commitment to continued personal and professional growth
- Proficiency in the use of technology

Contracted Services

The following contracted positions will be available to assist the students at Liberty High School in need of the services. PSI will provide many of the

behavioral services. PSI is an award winning organization that has provided special education and health needs to Ohio students for more thirty years.

EMIS Coordinator

Reports to: Principal

Job Purpose: The EMIS Coordinator's role involves a multifaceted process that will lead to an individual student's enrollment and submission of accurate EMIS data.

Responsibilities

- Enters all student information in all applicable state Department of Education data bases accurately and timely, including SOES, FLICS, and EMAD.
- Accurately enters and submits all school data for student count dates.
- Resolves student data errors by communicating with local public school districts quickly and accurately.
- Prepares for and participates in FTE reviews and other state and Sponsor audits.
- Resolves data issues that arise from internal corporate or state audits.
- Reports accurate and complete special education information into appropriate databases.
- Communicates with Special Education Department about student status.
- Maintains current knowledge of state reporting requirements.
- Demonstrates professionalism and courtesy when meeting with parents and students regarding issues related to enrollment.
- Tracks and follows up with all parents and/or students that have requested enrollment information and/or paperwork.
- Prepares and maintains all information packets related to student enrollment.
- Collects all required enrollment paperwork, creates student files and ensures compliance with all documentation required for enrollment (e.g. guardianship papers, proof of residency, immunization).
- Makes contact with and facilitates new student enrollment.
- Maintains a file of students who have been withdrawn for any reason; conducts and documents follow-up for re-enrollment.
- Maintain a working knowledge of computerized systems & applications.
- Demonstrates strong attention to detail, organized, accurate and meets required deadlines.
- Demonstrates excellent telephone skills
- Exhibits respectful, courteous and professionalism in communications with parents, students, staff and public.
- Provides daily, weekly and monthly reports as required or requested.

Qualifications

- HS Diploma
- Experience in related field
- Experience with Student Information Systems
- Advanced computer literacy and skills

- Satisfactory completion of FBI and BCI checks and TB Test

School Treasurer

Reports to: Board of Director

Job Purpose: The office of School Board Treasurer is held by the Governing Authority's designated Fiscal Officer. The overall duties of the Treasurer are outlined in the Board's Code of Regulations. The Fiscal Officer serves an Ex-Officio board member and does not carry voting.

Responsibilities

- Serves as Fiscal Agent and manages cash receipts and disbursements for the Board as well as fulfilling the following services:
 - Basic financial services such as bookkeeping (e.g. bank reconciliation and electronic record keeping)
 - Reporting (e.g. appropriate annual state and federal filings)
 - Accounts payable (vendor invoicing and check writing)
 - Accounts receivable (e.g. sales invoicing and cash collections/deposits)
 - Serve as Board designated fiscal officer as required by Ohio Revised Code (ORC) and Sponsor
- Review, analyze and report to Board on financial data submitted by the management company. Process CCIP application(s), Final Expenditure Reports (FERs) and Project Cash Requests as submitted by Management Company subject to Board approval. Provide long term financial analysis and internal audits/reviews of Management Company as needed.
- Oversee and manage annual ADS audit.
- Attend Board meetings and committee meetings as needed.
- Provide client copies of all fiscal documents, monthly reports, and budgets prepared as requested or by date of regularly scheduled or called Board meeting.
- Fiscal agent will only authorize expenditure of funds in accordance with Board policy. CLIENT agrees not to unduly influence or coerce Fiscal Agent into approving the expenditure of funds.
- Preparation of annual tax returns (990 and 1099)
- Preparation of Comprehensive Annual Financial Report
- Preparation of 5-year Forecast and Annual Budget

Qualifications

- A bachelor's degree with an emphasis on financial management or accounting is required. A CPA and/or MBA or other relevant advanced degree is strong preferred
- Ten to fifteen years of broad financial experience preferably in non-profit and education organization settings

- Non-profit board and charter school experience is strongly preferred
- Comprehensive understanding of GAAP standards and development of financial models for growth and expansion
- Experience in finance accounting and capital structure
- Experience in identifying economic and demographic trends as well as regulatory issues

Audiologist

Job Purpose: The audiologist is a contracted position who organizes an audiological management program that addresses local needs, coordinates audiological services with student services provided by other school and community personnel, assesses the effectiveness of the program, manages facilities and equipment, and works with administrative staff and other school personnel to accomplish program goals and objectives. The audiologist designs and implements a mass hearing screening program to meet local educational needs. The audiologist is responsible for scheduling appointments for audiological evaluation, administering standard diagnostic tests and procedures in keeping with individual student needs, promoting effective interpersonal relations with students and parents, obtaining additional/supplementary diagnostic records, formulating conclusions and recommendations, and interpreting diagnostic information. The audiologist is responsible for making recommendations regarding the need for further audiological or other support services, coordinating ontological services, assisting in obtaining placement and assessment services for other children being considered for exceptional child placement, and providing liaison services designed to effect comprehensive student services.

Responsibilities

- Knowledge of the normal and disordered hearing process, the services needed by and available for exceptional children, and the operation of schools and community services
- Skills in screening students for hearing loss, organizing hearing conservation programs, conducting audiological evaluations, selecting and fitting hearing aids, counseling parents and teachers about the educational management of hearing loss, referring students with hearing loss for medical services, collecting data and managing records
- Abilities to recommend acoustically appropriate environment for teaching and learning and to assist in the design of educational plans for students with impaired hearing
- Good interpersonal skills are needed

Qualifications

- Degree in audiology from an approved training program

Physical Therapist

Job Purpose: The school physical therapist is a contract position who supports the education of students suspected of and/or diagnosed with disability in their least restrictive environment. The school physical therapist develops implements and coordinates a physical therapy program within the school;

providing screening, evaluation and intervention services. Skilled provision of physical therapy prevents injury (acute or chronic) of both students and educational staff.

Responsibilities

- Interpret assessment findings and appropriately convey information to parents and school teams
- Participate with the school team to develop Individualized Education Programs and Section 504 Plans
- Develop and implement intervention strategies
- Develop physical management plan for daily classroom routines and train staff in its safe implementation
- Plan for transition from school to community, preparing student to function independent from therapy service when targeted outcomes are achieved.
- Evaluate and report on student progress
- Communicate and consult with school staff, parents, administrators, physicians, community and other professionals
- Serve as resource to parent, school team, staff and administration on disabling conditions and their effects on education
- Collaborate with community based therapists and other healthcare providers for effective coordination of service
- Assess need and recommend assistive technology necessary for function at school
- Contribute to planning safe transportation of students with disability
- Provide consultation regarding emergency evacuation of students with disability
- Participate with improving school accessibility and planning environmental modification
- Maintain student service, administrative and other departmental records in accordance with the Physical Therapy Practice Act as well as school district, State and Federal policies

Qualifications

- Two years of experience
- Participation in recent continuing education programs related to pediatrics or school based physical therapy
- Graduation from an accredited program of physical therapy.
- Certification to practice in Ohio as evidenced by current licensure as a physical therapist by the Ohio Board of Physical Therapy Examiners.

Occupational Therapist

Job Purpose: The Occupational Therapist is a contract position who collaborates with other disciplines to ensure team understanding of student occupational performance strengths and needs, through evaluation, educational program planning, and service delivery

Responsibilities

- Evaluates the student's ability and formulates the student's occupational profile through a variety of functional, behavioral, and standardized

assessments, skilled observation, checklists, histories, and interviews

- Synthesizes evaluation results into a comprehensive written report which reflects strengths and barriers to student participation in the educational environment; directs program development; and guides evidence-based intervention
- Develops occupationally based intervention plans based on student needs and evaluation results
- Participates in multidisciplinary meetings to review evaluation results, integrate findings with other disciplines, offer recommendations, and develop individual education plans and intervention plans to achieve IEP goals
- Provides targeted, evidence-based therapeutic intervention to facilitate student participation and occupational performance within the school environment
- Consults with the school-based team to achieve student outcomes
- Ability to provide evidence based occupational therapy intervention to improve student's performance skills and participation
- Ability to adapt and modify environments, equipment, and materials including assistive technology
- Ability to plan, coordinate, and conduct continuing education for educational personnel, parents, and students
- Skill in effective oral and written communication

Qualifications

- Have successfully completed and graduated from an accredited occupational therapy professional program recognized
- Two years of experience as an occupational therapist, preferably in school system or other pediatric practice setting
- Initial certification by National Board for Certification of Occupational Therapy
- Current license by the Ohio Board of Occupational Therapy

Speech/Language Pathologist

Job Purpose: The Speech Pathologist is a contracted position. Utilizing leadership, advocacy, and collaboration, the speech-language pathologists provide prevention, assessment, and remediation services for students who exhibit difficulties in the areas of language, speech, voice, and fluency. These services will be designed to help children meet their educational goals.

Responsibilities

- Organizes a program that addresses local school speech-language goals
- Cooperates with the School community to affect comprehensive services
- Works cooperatively with School personnel to accomplish the goals and objectives of the School
- Schedules interventions using a variety of service delivery models, including classroom intervention, consultation/collaboration and pull-out as appropriate to meet student needs in the least restrictive environment
- Collaborates with school personnel, such as teachers and psychologists, to best meet the needs of all students

- Maintains records of the speech-language program and prepares periodic reports as required
- Demonstrates knowledge of federal, state and local rules, regulations and laws
- Conducts speech, language and hearing screenings
- Serves on RTI/Individualized Education Program (IEP) team as appropriate
- Administers formal and informal (ongoing & curriculum-based) assessments
- Selects appropriate assessments based on individual student needs
- Analyzes and interprets information to make recommendations regarding the need for speech-language services
- Integrates data from a variety of assessment techniques and sources
- Determines the effects of the student's impairment in regard to accessing the general curriculum
- Presents and explains data to IEP Team
- Provides information to parents and teachers about speech, language and hearing development
- Modifies therapeutic instructional approaches and other functions from data gathered during therapy
- Maintains confidentiality of information received
- Makes recommendations and referrals for audiological/medical and related services

Qualifications

- Master's degree (MA/MS) in Communication Sciences and Disorders or Speech-Language Pathology Experience in related field
- Certification as a Speech Language Pathologist by the Ohio Department of Education
- Eligible for AHSA Certificate of Clinical Competence in Speech-Language Pathology
- Three years of experience as a Speech Pathologist

School Psychologist

Job Purpose: The School Psychologist is a contracted position. The goals of the School Psychologist is to improve the academic achievement, behavior/social skills, and emotional well-being of all students in the School. The School Psychologist will exhibit a knowledge of child growth and development; theory and research on conditions that affect learning and behavior; of tests and measurement theory and foundations; and of community resources and services available for student assistance. The role will possess the ability to conduct comprehensive psychoeducational evaluations of students; to verbally communicate and consult effectively with parents, School personnel and the public; to communicate results of evaluation findings in written reports and correspondence; to assist students, parents and School personnel in the resolution of problems in student learning, behavior and mental health; and ability to interact successfully with parents, school personnel, and administrators.

Responsibilities

- Select, administer, score and interpret individual tests of intelligence, academic achievement, psychological processing and personality and

attitudes to referred students.

- Analyze evaluation data, student records and information pertinent to student learning, and formulate hypotheses and conclusions relating to learning and behavioral issues.
- Develop appropriate interventions and strategies to assist individual students in academic growth and school adjustment.
- Conduct informal and formal observations of students as part of the evaluation process
- Participate in the periodic reevaluation of students with disabilities who are served in special education programs.
- Provide consultation on an on-going basis to teachers, parents and other School personnel to resolve students' learning and behavioral problems.
- Provide training and assistance in intervention techniques and strategies designed to improve student success in the School setting.
- Participate as a member of School educational planning teams to develop assistance plans for students.
- Participate in the development of accommodation plans for students eligible for 504 services.

Qualifications

- Master's degree from an accredited educational institution
- Certification as a School Psychologist by the Ohio Department of Education
- Three (3) years of previous experience as a school psychologist

School Nurse

Job Purpose. Manage and coordinate the assigned school's health services program based on requirements established by school policies, procedures, and protocols, and by local, state and national regulations and statutes; maintain and operate the school clinic.


Responsibilities

- Ensure compliance with procedures, protocols, and other instructions provided by the coordinator of health services or contained in division manuals and protocols
- Provide nursing care and physical screening to students; assess students and implement first aid measures for students as needed.
- Assume responsibility for appropriate assessment, planning, intervention, evaluation, management, and referral activities for students.
- Implement and record required screening programs; notify parents when further medical evaluation is indicated.
- Establish and update health and immunization records.
- Initiate emergency procedures for students and staff as needed.
- Develop Individual Health Care Plans and 504 Plans for students on a case by case basis.
- Complete the preliminary nursing assessments and assist the physician with the child study physical examinations for students in the child study process.
- Orient the staff and teach specific medical procedures for the evaluation and maintenance of the medically involved student in the classroom.

- Present, train and maintain appropriate standards from OSHA regarding contact with, and possible exposure to blood borne pathogens and other potentially infectious body materials within the school or employment setting.
- Act as a liaison between the school, home health department professionals, and other community agencies.
- Coordinate presentations by various agencies and professionals on pertinent health care topics for school staff.
- Maintain clinic equipment and assesses the need for consumable supplies on an annual basis.

Qualifications

- Possession of a current license to practice professional nursing in Ohio.
- Three year's of experience as a professional registered nurse.
- Certification as required by the Department of Education.
- A baccalaureate degree is required. If a candidate does not have a BS degree, he/she must be matriculating in a program to gain a bachelor's degree when applying for certification. The degree can be in nursing or a related field.

 Recruitment and Retention Plan	8.1	3) Describe the plan to recruit and retain highly qualified personnel including how the school will meet goals identified in Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators - see ODE's website at: https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx.
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Recruitment

The School is committed to making hiring decisions that are based on finding the best possible, highly qualified teachers that conform to the School mission, vision and goals. All available job postings are listed through the ODE website and other select online educational job posting forums, publications, and through community and organizational job boards, if applicable. The School seeks to recruit qualified candidates that reflect the demographic profile of the students and places job postings in target community areas with diverse populations.

In the process of hiring, qualified candidates are screened by a building level team that typically includes the Principal, Assistant Principal, and a similar content area instructor, if possible/applicable. Candidates are interviewed and evaluated using a common interview questionnaire and the individual results of the interview team are compared. Candidates are asked to provide references upon interviewing, which may be contacted for further input either before or after the first formal interview. Before offering a position to a candidate, likely hires are asked to tour the building and shadow for at least one academic session. This real-time interaction better ensures that the candidate is a good fit for the position as the candidate can examine how the school operates while the leadership team can observe how the candidate interacts with students and other staff. This strategy has proved to be effective with numerous recent hires.

All candidates and hires are evaluated to determine if they can adequately meet the requirements of the position outlined in the above sections. These descriptions were compiled by representatives of the charter management organization and appropriate building leadership representatives. Additionally, all teaching hires must have a valid Ohio teaching license and all employees must possess a clean FBI, BCII background checks completed before taking the job.

Retention

To retain high quality personnel, the school is committed to utilizing professional development programs that are appropriate for our model of teaching. As most professional development programs are designed for the traditional setting, the School will often adapt ideas from existing models to emphasize the core needs. Typically, professional development focuses on improving leadership skills for teachers, modeling best practices for our students, and mentoring.

The weekly teacher-based team meetings and Response-to-Intervention meetings serve as building level PLCs. These meetings focus on best practices and integration of strategies for students who are not meeting expectations. Teachers will update and continue to communicate regarding at-risk students via email and informal conferences until student expectations are met. Generally, the team utilizes the Check-And-Connect model, a research-based intervention strategy, to monitor student progress. Monthly Building Level Leadership Team meetings reserve time to discuss any outstanding student issues.

Further, members of the Building Level Leadership Team, in conjunction with the LPDC building chairperson, meet regularly with all teachers whose licenses fall under the Residency Program for new educators. Additional support and information for any teachers under these residency license requirements is available through the compliance consultant employed by the charter management organization. All teachers whose licenses fall under the residency license requirements will be provided with a trained mentor that follows the protocols for the Resident Educator Program.

The charter management organization looks to guarantee the quality of teachers in each of its building through regular formal and informal personnel reviews. The charter management organization has issued a standardized performance matrix which is distributed to all staff first for a self-evaluation. This evaluation is submitted to the building Principal who compares the self-assessment against his/her assessment. Results are shared with each team member through a private conference. The purpose of the evaluations is not to be punitive, but to target and measure areas of growth and improvement for the coming year.

All staff members are hired at competitive salaries with the opportunity to participate in a sound health insurance program and make contributions to STRS/SERS. All staff is given the opportunity to earn additional paid time off (PTO) by volunteering time for coverage events and activities that fall outside the bounds of the normal work day. PTO is issued at the discretion of the Principal. Staff members are also encouraged to maintain open lines of communication with the building administration. The school practices an open-door policy where the building leadership avail themselves to staff to discuss any suggestions or concerns that could help improve the School and its students.



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

The School will create a safe, technology rich environment that provides exceptional teachers and leaders for all students. To meet goals identified in Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators, the School will employ 100% Highly Qualified Teachers at ratios that meet or exceed the requirements set by both Ohio Department of Education and the management agreement. The School will ensure that low income and minority students have equitable access to excellent educators, by implementing measures that align with Ohio's identified four main strategies:

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

To prevent "ineffective teachers," throughout the school year, instructional staff will be engaged in High Quality Professional Development activities focused around our instructional methods, data driven decisions based upon formative and summative assessments, and Response To Intervention team. Teachers will engage in leadership opportunities throughout the building in order to promote commitment to the School and the students. To counteract the draw to teach at an independent or wealthy suburban school district, teachers will also be offered competitive bonuses based on student growth in math, reading, science, and social studies; overall academic skills; and overall commitment to the values of the organization. As stated above, opportunities to earn paid time off will be available. The School will provide early hiring timelines to help assure effective and qualified teachers are hired.

The School will engage in the search for **experienced** and Highly Qualified Teachers through avenues such as Job and Career Fairs focused specifically on highly qualified educators, online searches and recruiting methods, partnerships with local colleges and universities, and through word of mouth from our currently satisfied teachers. The School will utilize community organizations, minority civic and professional groups, and diverse media outlets to engage staffing applicants that reflect the minority population of the students.

 Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school.
29/1 per session		
 Staffing Plan for Projected Enrollment	8.1	5) Describe staffing plan based on projected enrollment. Differentiate between certified teaching, para-teaching, and non-licensed staff.
Current professional development and staffing budgets have the necessary resources allocated to ensure school leadership can hire and train a high quality staff. The 5-year forecast projects increased staffing and professional development allocations as enrollment increases. The staffing model is listed below.		

Liberty High School Staffing Model

	2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
	Session I									
English	55	1	80	1	100	1	113	1	113	1
Math		1		1		1		1		1
Science		1		1		1		1		1
SS		1		1		1		1		1
Special Education		1		1.25		1.55		1.75		1.75
Title		2 (1 Read/1 Math)		2 (1 Read/1 Math)		4 (2 Read/2 Math)		4 (2 Read/2 Math)		4 (2 Read/2 Math)
	Session II									
English	55	1	80	1	100	1	112	1	112	1
Math		1		1		1		1		1
Science		1		1		1		1		1
SS		1		1		1		1		1
Special Education		1		1.25		1.55		1.75		1.75
Title		2 (1 Read/1 Math)		2 (1 Read/1 Math)		4 (2 Read/2 Math)		4 (2 Read/2 Math)		4 (2 Read/2 Math)
Total Enrollment	110		160		200		225		225	

English 9A					
Activity	Additional Resources/ Alternative Assignments	SPED Modifications	Tutorial Module Connections	EOC Connection	Needs Review @ Collaborative Mtg.
Unit 1 Additional Resources					
	Alternative Study Guide 1.1.2	Alternative Study Guide 1.1.2 with page numbers	Elements of Literature 2: Conflict Elements of Literature 2: Foreshadowing and Suspense Text Organization 2: Chronology and Sequencing		
1.1.3 - Quiz: Understand the Shape of a Story					
	The Monkey's Paw Alternative	"The Monkey's Paw"			
1.1.5 - Quiz: "The Monkey's Paw" by W. W. Jacobs		Alternative Reading			
			Elements of Literature 2: Foreshadowing and Suspense Text Organization 2: Flashback and Framing Speaking and Listening: Discussion Guidelines		
1.1.6 - Discuss: Creating Tension					
	Interactive Alternative	Alternative Study			
1.1.8 - Quiz: Analyze the Shape of a Story	Monkey's Paw Revised Essay Assignment				
1.1.10 - Practice: Complete Your Assignment	Alternative Study Guide 1.2.2	Alternative Study Guide 1.2.2 with page numbers	Reading Strategies 1: Drawing Conclusions Elements of Literature 2: Character Types Reading Strategies 1: Making Inferences Reading Strategies 1:		
1.2.3 - Quiz: Understand Setting Character and Dialogue					
1.2.5 - Quiz: "The Chrysanthemums" by John Steinbeck	The Alternative Alternative Study Guide 1.2.6	The Chrysanthemums Alternative Reading Alternative Study Guide 1.2.6 with page numbers			
1.2.7 - Quiz: Analyze Setting Character and Dialogue	The Chrysanthemums Revised Paragraph Assignment				
1.2.9 - Practice: Complete Your Assignment	Alternative Study Guide 1.3.2	Alternative Study Guide 1.3.2 with page numbers			
1.3.3 - Quiz: Understand Theme and Point of View	The Yellow	The Yellow Wallpaper			
1.3.5 - Quiz: "The Yellow Wallpaper" by Charlotte Perkins Gilman	Alternative Alternative Study Guide 1.3.6	Alternative Reading Alternative Study Guide 1.3.6 with page numbers			
1.3.7 - Quiz: Analyze Theme and Point of View	The Yellow Wallpaper Revised Essay Assignment				
1.3.9 - Practice: Complete Your Assignment					
1.4.3 - Test (CST): The Short Story, Part 1					
1.4.4 - Test (TST): The Short Story, Part 1					
Unit 2 Additional Resources					
	Alternative Study Guide 2.1.3	Alternative Study Guide 2.1.3 with page numbers			
2.1.4 - Quiz: Understand Characters through Symbols	Alternative Everyday Use	Alternative Reading			
2.1.6 - Quiz: "Everyday Use" by Alice Walker	Alternative Study Guide 2.1.7	Alternative Study Guide 2.1.7 with page numbers			
2.1.8 - Quiz: Analyze Characters Through Symbols	Everyday Use Presentation about Cultural Identity				
2.1.10 - Project: Complete Your Assignment	Alternative	Alternative Study			
	More on Magical Realism Alternative Reading Guide 2.2.3	Alternative Reading Guide 2.2.3 with page numbers			
2.2.2 - Quiz: Understand Magical Realism	The Nose Summary				
2.2.4 - Quiz: "The Nose" by Nikolai Gogol					
2.2.5 - Discuss: Appearances and Power					
	Alternative Study Guide 2.2.6	Alternative Study Guide 2.2.6 with page numbers			
2.2.7 - Quiz: Analyze Magical Realism	The Nose Revised Essay Assignment				
2.2.9 - Practice: Complete Your Assignment	Alternative Study Guide 2.3.2	Alternative Study Guide 2.3.2 with page numbers			
2.3.3 - Quiz: Understand Gothic Elements in Literature	Alternative Reading Guide 2.3.4	Alternative Reading Guide 2.3.4 with page numbers			
	Poe Litchart The Black Cat summary				
2.3.5 - Quiz: "The Black Cat" by Edgar Allan Poe	Alternative Study Guide 2.3.6	Alternative Study Guide 2.3.6 with page numbers			
2.3.7 - Quiz: Analyze Gothic Elements in Literature	More on the Gothic The Black Cat Alternate Essay Assignment				
2.3.9 - Practice: Complete Your Assignment					
2.4.3 - Test (CST): The Short Story, Part 2					
2.4.4 - Test (TST): The Short Story, Part 2					
Unit 3 Additional Resources					
	Alternative Study Guide 3.1.3	Alternative Study Guide 3.1.3 with page numbers			
3.1.4 - Quiz: Understand Poetic Language	Poetic Devices PDF Alternative Reading Guide 3.1.5	Alternative Reading Guide 3.1.5 with further help			
	From Blossoms analysis I Am Offering This Poem analysis Interactive--use with miss rosie				
3.1.6 - Quiz: Three Poems	Alternative Study Guide 3.1.7	Alternative Study Guide 3.1.7 with page numbers			
3.1.8 - Quiz: Analyze Poetic Language	Glossary for poetic terms Poem Project with scaffolding				
3.1.10 - Project: Complete Your Assignment	Alternative Study Guide 3.2.1	Alternative Study Guide 3.2.1 with page numbers			
	Glossary for poetic terms Alternative Reading Guide 3.2.3	Alternative Reading Guide 3.2.3 with further guidance			
3.2.2 - Quiz: Understand the Functions of the Form					
3.2.4 - Quiz: Three Poems					
3.2.5 - Discuss: Words versus Pictures					
	Alternative Study Guide 3.2.6	Alternative Study Guide 3.2.6 with page numbers			
3.2.7 - Quiz: Analyze the Functions of the Form	Poetry Form Definitions and Examples Graphic Organizer for poem reading guide Assignment extension-- further help with developing poem/song reader's guide				
3.2.9 - Practice: Complete Your Assignment	Alternative Reading Guide 3.3.1	Alternative Reading Guide 3.3.1 with page numbers			
3.3.3 - Quiz: Understand How Artists Build on Source Material	Alternative Reading Guide 3.3.4	Alternative Reading Guide 3.3.4 with further help			
3.3.5 - Quiz: Two Poems One Painting	Icarus Summary				
	Alternative Study Guide 3.3.6	Alternative Study Guide 3.3.6 with further help			
3.3.7 - Quiz: Analyze How Artists Build on Source Material	Icarus compare/contrast essay with scaffolding	Venn Diagram Graphic Organizer			
3.3.9 - Project: Complete Your Assignment					
3.4.3 - Test (CST): Poetry					
3.4.4 - Test (TST): Poetry					
Unit 4 Additional Resources					
	Alternative Study Guide 4.1.3	Alternative Study Guide 4.1.3 with page numbers			
4.1.4 - Quiz: Understand Translations	Alternative Reading Guide 4.1.5	Alternative Reading Guide 4.1.5 with page numbers			
	The Metamorphosis Summary				
4.1.6 - Quiz: <i>The Metamorphosis</i> by Franz Kafka, Part 1		Alternative Study Guide 4.1.7 with page numbers			
4.1.8 - Quiz: Analyze the Translation of Kafka's <i>The Metamorphosis</i>	Alternative Study Guide				
4.1.10 - Practice: Complete Your Assignment					
	Alternative Study Guide 4.2.2	Alternative Study Guide 4.2.2 with page numbers			
4.2.3 - Quiz: Understand the Context of Stories	Alternative Reading Guide 4.2.4	Alternative Reading Guide 4.2.4 with page numbers			
4.2.5 - Quiz: <i>The Metamorphosis</i> by Franz Kafka, Part 1	Alternative Study Guide 4.2.6	Alternative Study Guide 4.2.6 with page numbers			
4.2.7 - Quiz: Analyze Themes in Life and Literature	Alternative Study Guide 4.3.1	Alternative Study Guide 4.3.1 with page numbers			
4.3.2 - Quiz: Understand Transformation	Alternative Reading Guide 4.3.3	Alternative Reading Guide 4.3.3 with page numbers			
4.3.4 - Quiz: <i>The Metamorphosis</i> by Franz Kafka, Part 3					
4.3.5 - Discuss: The Second Metamorphosis					
	Alternative Study Guide 4.3.6	Alternative Study Guide 4.3.6 with page numbers			
4.3.7 - Quiz: Analyze the Resolution of <i>The Metamorphosis</i>					
4.4.3 - Test (CST): The Novella: Franz Kafka's <i>The Metamorphosis</i>					
4.4.4 - Test (TST): The Novella: Franz Kafka's <i>The Metamorphosis</i>					
Unit 5 Additional Resources					
5.1.2 - Exam: Semester Exam					
5.1.3 - Final Exam: Semester Exam					

Removed from course

Completion Goals:
10 days= 6 assignments/day
15 days= 4 assignments/day
20 days= 3 assignments/day

Attachment 6.3b2a_Apex_CorrelationOHStandards

Ohio Learning Standards Science

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

Science Resource Materials Filter

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

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

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

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

Attachment 6.3b2b_Physical_Science Syllabi

Physical Science S1

Physical Science S1						
Activity	Additional Resources/ Alternative Assignments	SPED Modifications	EOC Connection	Standards Correlation	Needs Review @ Collaborative Mtg. [1]	Completion Goals
Unit 1 Additional Resources						10 days= 5/day 15 days=4/day
1.1.2 - Discuss: Searching for Truth						
1.1.3 - Quiz: Science as Inquiry						
1.2.2 - Journal: Reflections on the Method				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		
				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
1.2.4 - Quiz: The Scientific Method						
1.3.2 - Practice: Introduction to Physical Science				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
1.3.3 - Test (CST): Let's Get Physical!						
1.3.4 - Test (TST): Let's Get Physical!						
Unit 2 Additional Resources						
2.1.2 - Discuss: Defining Distance and Displacement						
2.1.3 - Quiz: Introduction to Kinematics						
2.2.2 - Lab: Falling Bodies				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		
2.2.3 - Quiz: Gravity and Free Fall						
2.3.2 - Discuss: Athletic Projectiles						
2.3.3 - Quiz: Motion in Two Dimensions						
2.4.2 - Practice: Motion				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
2.4.3 - Test (CST): Get Your Motor Running						
2.4.4 - Test (TST): Get Your Motor Running						
Unit 3 Additional Resources						
				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		

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

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

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

Physical Science S2

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

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

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

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

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
Course Description: Physical science is a high school level course that satisfies the Ohio Core science graduation requirements of Ohio Revised Code Section 3313.603. This section of Ohio law requires a three-unit course with inquiry-based laboratory experience that engages students in asking valid scientific questions and gathering and analyzing information. Physical science introduces students to key concepts and theories that provide a foundation for further study in other sciences and advanced science disciplines. Physical science comprises the systematic study of the physical world as it relates to fundamental concepts about matter, energy and motion. A unified understanding of phenomena in physical, living, Earth and space systems is the culmination of all previously learned concepts related to chemistry, physics, and Earth and space science, along with historical perspective and mathematical reasoning.					
Study of matter: Classification of Matter <ul style="list-style-type: none"> Heterogeneous vs. homogeneous Properties of matter States of matter and its changes Matter was introduced in the elementary grades and the learning progression continued through middle school to include differences in the physical properties of solids, liquids and gases, elements, compounds, mixtures, molecules, kinetic and potential energy and the particulate nature of matter. Content in the chemistry syllabus (e.g., electron configuration, molecular shapes, bond angles) will be developed from concepts in this course. Matter can be classified in broad		<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Does not	

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<p>categories such as homogeneous and heterogeneous, or classified according to its composition or by its chemical (reactivity) and physical properties (e.g., color solubility, odor, hardness, density, melting point and boiling point, viscosity and malleability).</p> <p>Solutions are homogenous mixtures of a solute dissolved in a solvent. The amount of a solid solute that can dissolve in a solvent generally increases as the temperature increases since the particles have more kinetic energy to overcome the attractive forces between them. Water is often used as a solvent since so many substances will dissolve in water. Physical properties can be used to separate the substances in mixtures, including solutions.</p> <p>Phase changes can be represented by graphing the temperature of a sample vs. the time it has been heated.</p> <p>Investigations must include collecting data during heating, cooling and solid-liquid-solid phase changes. At times, the temperature will change steadily, indicating a change in the motion of the particles and the kinetic energy of the substance. However, during a phase change, the temperature of a substance</p>					

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<p>does not change, indicating there is no change in kinetic energy. Since the substance continues to gain or lose energy during phase changes, these changes in energy are potential and indicate a change in the position of the particles. When heating a substance, a phase change will occur when the kinetic energy of the particles is great enough to overcome the attractive forces between the particles; the substance then melts or boils. Conversely, when cooling a substance, a phase change will occur when the kinetic energy of the particles is no longer great enough to overcome the attractive forces between the particles; the substance then condenses or freezes. Phase changes are examples of changes that can occur when energy is absorbed from the surroundings (endothermic) or released into the surroundings (exothermic). When thermal energy is added to a solid, liquid or gas, most substances increase in volume because the increased kinetic energy of the particles causes an increased distance between the particles. This results in a change in density of the material. Generally, solids</p>					

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have greater density than liquids, which have greater density than gases due to the spacing between the particles. The density of a substance can be calculated from the slope of a mass vs. volume graph. Differences in densities can be determined by interpreting mass vs. volume graphs of the substances.					
Atoms <ul style="list-style-type: none"> Models of the atom (components) Ions (cations and anions) Isotopes <p>Content introduced in middle school, where the atom was introduced as a small, indestructible sphere, is further developed in the physical science syllabus. Over time, technology was introduced that allowed the atom to be studied in more detail. The atom is composed of protons, neutrons and electrons that have measurable properties, including mass and, in the case of protons and electrons, a characteristic charge. When bombarding thin gold foil with atomic-sized, positively charged, high-speed particles, a few of the particles were deflected slightly from their straight-line</p>		<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Does not	

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<p>path. Even fewer bounced back toward the source. This evidence indicates that most of an atom is empty space with a very small positively charged nucleus. This experiment and other evidence indicate the nucleus is composed of protons and neutrons, and electrons that move about in the empty space that surrounds the nucleus. Additional experimental evidence that led to the development of other historic atomic models will be addressed in the chemistry syllabus.</p> <p>All atoms of a particular element have the same atomic number; an element may have different isotopes with different mass numbers. Atoms may gain or lose electrons to become anions or cations. Atomic number, mass number, charge and identity of the element can be determined from the numbers of protons, neutrons and electrons. Each element has a unique atomic spectrum that can be observed and used to identify an element. Atomic mass and explanations about how atomic spectra are produced are addressed in the chemistry syllabus.</p>					

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Periodic Trends of the Elements <ul style="list-style-type: none"> • Periodic law • Representative groups <p>Content from the middle school level, specifically the properties of metals and nonmetals and their positions on the periodic table, is further expanded in this course. When elements are listed in order of increasing atomic number, the same sequence of properties appears over and over again; this is the periodic law. The periodic table is arranged so that elements with similar chemical and physical properties are in the same group or family. Metalloids are elements that have some properties of metals and some properties of nonmetals. Metals, nonmetals, metalloids, periods and groups or families including the alkali metals, alkaline earth metals, halogens and noble gases can be identified by their position on the periodic table. Elements in Groups 1, 2 and 17 have characteristic ionic charges that will be used in this course to predict the formulas of compounds. Other trends in the periodic table (e.g., atomic radius, electronegativity, ionization energies) are found in the chemistry syllabus.</p>		<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Does not	

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Bonding and Compounds <ul style="list-style-type: none"> Bonding (ionic and covalent) Nomenclature <p>Middle school content included compounds are composed of atoms of two or more elements joined together chemically. In this course, the chemical joining of atoms is studied in more detail. Atoms may be bonded together by losing, gaining or sharing electrons to form molecules or three-dimensional lattices. An ionic bond involves the attraction of two oppositely charged ions, typically a metal cation and a nonmetal anion formed by transferring electrons between the atoms. An ion attracts oppositely charged ions from every direction, resulting in the formation of a three-dimensional lattice. Covalent bonds result from the sharing of electrons between two atoms, usually nonmetals. Covalent bonding can result in the formation of structures ranging from small individual molecules to three-dimensional lattices (e.g., diamond). The bonds in most compounds fall on a continuum between the two extreme models of bonding: ionic and covalent. Using the periodic table to determine ionic charge, formulas of ionic</p>		<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Does not	

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compounds containing elements from groups 1, 2, 17, hydrogen and oxygen can be predicted. Given a chemical formula, a compound can be named using conventional systems that include Greek prefixes where appropriate. Prefixes will be limited to represent values from one to 10. Given the name of an ionic or covalent substance, formulas can be written. Naming organic molecules is beyond this grade level and is reserved for an advanced chemistry course. Prediction of bond types from electronegativity values, polar covalent bonds, writing formulas and naming compounds that contain polyatomic ions or transition metals will be addressed in the chemistry syllabus.					
Reactions of Matter <ul style="list-style-type: none"> Chemical reactions Nuclear reactions In middle school, the law of conservation of matter was expanded to chemical reactions, noting that the number and type of atoms and the total mass are the same before and after the reaction. In this course, conservation of matter is expressed by writing balanced chemical equations. At this level,		<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Does not	

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<p>reactants and products can be identified from an equation and simple equations can be written and balanced given either the formulas of the reactants and products or a word description of the reaction. Stoichiometric relationships beyond the coefficients in a balanced equation and classification of types of chemical reactions are addressed in the chemistry syllabus.</p> <p>During chemical reactions, thermal energy is either transferred from the system to the surroundings (exothermic) or transferred from the surroundings to the system (endothermic). Since the environment surrounding the system can be large, temperature changes in the surroundings may not be detectable.</p> <p>While chemical changes involve changes in the electrons, nuclear reactions involve changes to the nucleus and involve much larger energies than chemical reactions. The strong nuclear force is the attractive force that binds protons and neutrons together in the nucleus. While the nuclear force is extremely weak at most distances, over the very short distances present in the nucleus the force is greater than the repulsive electrical</p>					

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<p>forces among protons. When the attractive nuclear forces and repulsive electrical forces in the nucleus are not balanced, the nucleus is unstable. Through radioactive decay, the unstable nucleus emits radiation in the form of very fast-moving particles and energy to produce a new nucleus, thus changing the identity of the element. Nuclei that undergo this process are said to be radioactive. Radioactive isotopes have several medical applications. The radiation they release can be used to kill undesired cells (e.g., cancer cells). Radioisotopes can be introduced into the body to show the flow of materials in biological processes.</p> <p>For any radioisotope, the half-life is unique and constant. Graphs can be constructed that show the amount of a radioisotope that remains as a function of time and can be interpreted to determine the value of the half-life. Half-life values are used in radioactive dating.</p> <p>Other examples of nuclear processes include nuclear fission and nuclear fusion. Nuclear fission involves splitting a large nucleus into smaller nuclei, releasing large quantities of energy.</p>					

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<p>Nuclear fusion is the joining of smaller nuclei into a larger nucleus accompanied by the release of large quantities of energy. Nuclear fusion is the process responsible for formation of all the elements in the universe beyond helium and the energy of the sun and the stars.</p> <p>Further details about nuclear processes including common types of nuclear radiation, predicting the products of nuclear decay, mass-energy equivalence and nuclear power applications are addressed in the chemistry and physics syllabi.</p>					
<p>Energy and Waves</p> <ul style="list-style-type: none"> • Conservation of energy <ul style="list-style-type: none"> ○ Quantifying kinetic energy ○ Quantifying gravitational potential energy ○ Energy is relative • Transfer and transformation of energy (including work) • Waves <ul style="list-style-type: none"> ○ Refraction, reflection, diffraction, absorption, superposition ○ Radiant energy and the electromagnetic spectrum 		___ Full ___ Partial ___ No		___ Fully ___ Partially ___ Does not	

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<ul style="list-style-type: none"> ○ Doppler shift • Thermal energy • Electricity <ul style="list-style-type: none"> ○ Movement of electrons ○ Current ○ Electric potential (voltage) ○ Resistors and transfer of energy <p>Energy and Waves Building upon knowledge gained in elementary and middle school, major concepts about energy and waves are further developed. Conceptual knowledge will move from qualitative understandings of energy and waves to ones that are more quantitative using mathematical formulas, manipulations and graphical representations.</p> <p>Energy and Waves: Conservation of energy</p> <ul style="list-style-type: none"> • Quantifying kinetic energy • Quantifying gravitational potential energy • Energy is relative <p>Energy content learned in middle school, specifically conservation of energy and the basic differences between kinetic and potential energy, is elaborated on and quantified in this course. Energy has no direction and</p>					

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has units of Joules (J). Kinetic energy, E_k , can be mathematically represented by $E_k = \frac{1}{2}mv^2$. Gravitational potential energy, E_g , can be mathematically represented by $E_g = mgh$. The amount of energy of an object is measured relative to a reference that is considered to be at a point of zero energy. The reference may be changed to help understand different situations. Only the change in the amount of energy can be measured absolutely. The conservation of energy and equations for kinetic and gravitational potential energy can be used to calculate values associated with energy (i.e., height, mass, speed) for situations involving energy transfer and transformation. Opportunities to quantify energy from data collected in experimental situations (e.g., a swinging pendulum, a car travelling down an incline) must be provided.					
Transfer and transformation of energy (including work) In middle school, concepts of energy transfer and transformation were addressed, including conservation of energy, conduction, convection and radiation, the transformation of electrical		<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Does not	

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<p>energy, and the dissipation of energy into thermal energy. Work also was introduced as a method of energy transfer into or out of the system when an outside force moves an object over a distance. In this course, these concepts are further developed. As long as the force, F, and displacement, Δx, are in the same direction, work, W, can be calculated from the equation $W = F\Delta x$. Energy transformations for a phenomenon can be represented through a series of pie graphs or bar graphs. Equations for work, kinetic energy and potential energy can be combined with the law of conservation of energy to solve problems. When energy is transferred from one system to another, some of the energy is transformed to thermal energy. Since thermal energy involves the random movement of many trillions of subatomic particles, it is less able to be organized to bring about further change. Therefore, even though the total amount of energy remains constant, less energy is available for doing useful work.</p>					

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Waves <ul style="list-style-type: none"> • Refraction, reflection, diffraction, absorption, superposition • Radiant energy and the electromagnetic spectrum • Doppler shift <p>As addressed in middle school, waves transmit energy from one place to another, can transfer energy between objects and can be described by their speed, wavelength, frequency and amplitude. The relationship between speed, wavelength and frequency also was addressed in middle school Earth and Space Science as the motion of seismic waves through different materials is studied.</p> <p>In elementary and middle school, reflection and refraction of light were introduced, as was absorption of radiant energy by transformation into thermal energy. In this course, these processes are addressed from the perspective of waves and expanded to include other types of energy that travel in waves. When a wave encounters a new material, the new material may absorb the energy of the wave by transforming it to another form of energy, usually</p>		<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Does not	

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<p>thermal energy. Waves can be reflected off solid barriers or refracted when a wave travels from one medium into another medium. Waves may undergo diffraction around small obstacles or openings. When two waves traveling through the same medium meet, they pass through each other then continue traveling through the medium as before. When the waves meet, they undergo superposition, demonstrating constructive and destructive interference. Sound travels in waves and undergoes reflection, refraction, interference and diffraction. In the physics syllabus, many of these wave phenomena will be studied further and quantified.</p> <p>Radiant energy travels in waves and does not require a medium. Sources of light energy (e.g., the sun, a light bulb) radiate energy continually in all directions. Radiant energy has a wide range of frequencies, wavelengths and energies arranged into the electromagnetic spectrum. The electromagnetic spectrum is divided into bands: radio (lowest energy), microwaves, infrared, visible light, X-rays and gamma rays (highest energy)</p>					

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<p>that have different applications in everyday life. Radiant energy of the entire electromagnetic spectrum travels at the same speed in a vacuum. Specific frequency, energy or wavelength ranges of the electromagnetic spectrum are not required. However, the relative positions of the different bands, including the colors of visible light, are important (e.g., ultraviolet has more energy than microwaves). Radiant energy exhibits wave behaviors including reflection, refraction, absorption, superposition and diffraction, depending in part on the nature of the medium. For opaque objects (e.g., paper, a chair, an apple), little if any radiant energy is transmitted into the new material. However the radiant energy can be absorbed, usually increasing the thermal energy of the object and/or the radiant energy can be reflected. For rough objects, the reflection in all directions forms a diffuse reflection and for smooth shiny objects, reflections can result in clear images. Transparent materials transmit most of the energy through the material but smaller amounts of energy may be absorbed or reflected.</p>					

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Changes in the observed frequency and wavelength of a wave can occur if the wave source and the observer are moving relative to each other. When the source and the observer are moving toward each other, the wavelength is shorter and the observed frequency is higher; when the source and the observer are moving away from each other, the wavelength is longer and the observed frequency is lower. This phenomenon is called the Doppler shift and can be explained using diagrams. This phenomenon is important to current understanding of how the universe was formed and will be applied in later sections of this course. Calculations to measure the apparent change in frequency or wavelength are not appropriate for this course.					
Thermal energy In middle school, thermal energy is introduced as the energy of movement of the particles that make up matter. Processes of heat transfer, including conduction, convection and radiation, are studied. In other sections of this course, the role of thermal energy during heating, cooling and phase		<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Does not	

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<p>changes is explored conceptually and graphically. In this course, rates of thermal energy transfer and thermal equilibrium are introduced. Thermal conductivity depends on the rate at which thermal energy is transferred from one end of a material to another. Thermal conductors have a high rate of thermal energy transfer and thermal insulators have a slow rate of thermal energy transfer. The rate at which thermal radiation is absorbed or emitted by a system depends on its temperature, color, texture and exposed surface area. All other things being equal, in a given amount of time, black rough surfaces absorb more thermal energy than smooth white surfaces. An object or system is continually absorbing and emitting thermal radiation. If the object or system absorbs more thermal energy than it emits and there is no change in phase, the temperature increases. If the object or system emits more thermal energy than is absorbed and there is no change in phase, the temperature decreases. For an object or system in thermal equilibrium, the amount of thermal energy absorbed is equal to the amount</p>					

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of thermal energy emitted; therefore, the temperature remains constant. In chemistry, changes in thermal energy are quantified for substances that change their temperature.					
Electricity <ul style="list-style-type: none"> • Movement of electrons • Current • Electric potential (voltage) • Resistors and transfer of energy <p>In earlier grades, these concepts were introduced: electrical conductors and insulators; and a complete loop is needed for an electrical circuit that may be parallel or in a series. In this course, circuits are explained by the flow of electrons, and current; voltage and resistance are introduced conceptually to explain what was observed in middle school. The differences between electrical conductors and insulators can be explained by how freely the electrons flow throughout the material due to how firmly electrons are held by the nucleus. By convention, electric current is the rate at which positive charge flows in a circuit. In reality, it is the negatively charged electrons that are actually moving. Current is measured in</p>		<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Does not	

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<p>amperes (A), which is equal to one coulomb of charge per second (C/s). In an electric circuit, the power source supplies the electrons already in the circuit with electric potential energy by doing work to separate opposite charges. For a battery, the energy is provided by a chemical reaction that separates charges on the positive and negative sides of the battery. This separation of charge is what causes the electrons to flow in the circuit. These electrons then transfer energy to other objects and transform electrical energy into other forms (e.g., light, sound, heat) in the resistors. Current continues to flow, even after the electrons transfer their energy. Resistors oppose the rate of charge flow in the circuit. The potential difference or voltage across an energy source is a measure of potential energy in Joules supplied to each coulomb of charge. The volt (V) is the unit of potential difference and is equal to one Joule of energy per coulomb of charge (J/C). Potential difference across the circuit is a property of the energy source and does not depend upon the devices in the circuit. These concepts can be used to explain why current will</p>					

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High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
increase as the potential difference increases and as the resistance decreases. Experiments, investigations and testing (3-D or virtual) must be used to construct a variety of circuits, and measure and compare the potential difference (voltage) and current. Electricity concepts are dealt with conceptually in this course. Calculations with circuits will be addressed in the physics syllabus.					
Forces and Motion: Motion <ul style="list-style-type: none"> • Introduction to one-dimensional vectors • Displacement, velocity (constant, average and instantaneous) and acceleration • Interpreting position vs. time and velocity vs. time graphs <p>The motion of an object depends on the observer's frame of reference and is described in terms of distance, position, displacement, speed, velocity, acceleration and time. Position, displacement, velocity and acceleration are all vector properties (magnitude and direction). All motion is relative to</p>		<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Does not	

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
<p>whatever frame of reference is chosen, for there is no motionless frame from which to judge all motion. The relative nature of motion will be addressed conceptually, not mathematically. Non-inertial reference frames are excluded. Motion diagrams can be drawn and interpreted to represent the position and velocity of an object. Showing the acceleration on motion diagrams will be reserved for physics.</p> <p>The displacement or change in position of an object is a vector quantity that can be calculated by subtracting the initial position from the final position ($\Delta \mathbf{x} = \mathbf{x}_f - \mathbf{x}_i$). Displacement can be positive or negative depending upon the direction of motion. Displacement is not always equal to the distance travelled. Examples should be given where the distance is not the same as the displacement.</p> <p>Velocity is a vector property that represents the rate at which position changes. Average velocity can be calculated by dividing displacement (change in position) by the elapsed time ($\mathbf{v}_{avg} = (\mathbf{x}_f - \mathbf{x}_i)/(t_f - t_i)$). Velocity may be positive or negative depending upon the direction of motion and is not always</p>					

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
<p>equal to the speed. Provide examples of when the average speed is not the same as the average velocity. Objects that move with constant velocity have the same displacement for each successive time interval. While speeding up or slowing down and/or changing direction, the velocity of an object changes continuously, from instant to instant. The speed of an object at any instant (clock reading) is called instantaneous speed. An object may not travel at this instantaneous speed for any period of time or cover any distance with that particular speed, especially if the speed is continually changing.</p> <p>Acceleration is a vector property that represents the rate at which velocity changes. Average acceleration can be calculated by dividing the change in velocity divided by elapsed time ($a_{avg} = (v_f - v_i)/(t_f - t_i)$). At this grade level, it should be noted that acceleration can be positive or negative, but specifics about what kind of motions produce positive or negative accelerations will be addressed in the physics syllabus. The word “deceleration” should not be used because students tend to associate a</p>					

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
<p>negative sign of acceleration only with slowing down. Objects that have no acceleration can either be standing still or be moving with constant velocity (speed and direction). Constant acceleration occurs when the change in an object's instantaneous velocity is the same for equal successive time intervals.</p> <p>Motion can be represented by position vs. time and velocity vs. time graphs. Specifics about the speed, direction and change in motion can be determined by interpreting such graphs. For physical science, graphs will be limited to positive x-values and show only uniform motion involving constant velocity or constant acceleration. Motion must be investigated by collecting and analyzing data in the laboratory. Technology can enhance motion exploration and investigation through video analysis, the use of motion detectors and graphing data for analysis.</p> <p>Objects that move with constant velocity and have no acceleration form a straight line (not necessarily horizontal) on a position vs. time graph. Objects that are at rest will form a straight horizontal line on a position vs. time graph. Objects</p>					

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
that are accelerating will show a curved line on a position vs. time graph. Velocity can be calculated by determining the slope of a position vs. time graph. Positive slopes on position vs. time graphs indicate motion in a positive direction. Negative slopes on position vs. time graphs indicate motion in a negative direction. While it is important that students can construct graphs by hand, computer graphing programs or graphing calculators also can be used so more time can be spent on graph interpretation and analysis. Constant acceleration is represented by a straight line (not necessarily horizontal) on a velocity vs. time graph. Objects that have no acceleration (at rest or moving at constant velocity) will have a straight horizontal line for a velocity vs. time graph. Average acceleration can be by determining the slope of a velocity vs. time graph. The details about motion graphs should not be taught as rules to memorize, but rather as generalizations that can be developed from interpreting the graphs.					

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
<p>Forces</p> <ul style="list-style-type: none"> Force diagrams Types of forces (gravity, friction, normal, tension) Field model for forces at a distance <p>Force is a vector quantity, having both magnitude and direction. The (SI) unit of force is a Newton. One Newton of net force will cause a 1 kg object to experience an acceleration of 1 m/s². A Newton also can be represented as kg·m/s². The opportunity to measure force in the lab must be provided (e.g., with a spring scale or a force probe). Normal forces and tension forces are introduced conceptually at this level. These forces and other forces are introduced in prior grades (friction, drag, contact, gravitational, electric and magnetic) and can be used as examples of forces that affect motion. Gravitational force (weight) can be calculated from mass, but all other forces will only be quantified from force diagrams that were introduced in middle school. In physical science, only forces in one dimension (positive and negative) will be addressed. The net force can be determined by one-</p>		<p>___ Full ___ Partial ___ No</p>		<p>___ Fully ___ Partially ___ Does not</p>	

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
<p>dimensional vector addition. More quantitative study of friction forces, universal gravitational forces, elastic forces and electrical forces will be addressed in the physics syllabus. Friction is a force that opposes sliding between two surfaces. For surfaces that are sliding relative to each other, the force on an object always points in a direction opposite to the relative motion of the object. In physical science, friction will only be calculated from force diagrams. Equations for static and kinetic friction are found in the physics syllabus.</p> <p>A normal force exists between two solid objects when their surfaces are pressed together due to other forces acting on one or both objects (e.g., a solid sitting on or sliding across a table, a magnet attached to a refrigerator). A normal force is always a push directed at right angles from the surfaces of the interacting objects. A tension force occurs when a non-slack rope, wire, cord or similar device pulls on another object. The tension force always points in the direction of the pull.</p> <p>In middle school, the concept of a field as a region of space that surrounds</p>					

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
objects with the appropriate property (mass for gravitational fields, charge for electric fields, a magnetic object for magnetic fields) was introduced to explain gravitational, magnetic and electrical forces that occur over a distance. The field concept is further developed in physical science. The stronger the field, the greater the force exerted on objects placed in the field. The field of an object is always there, even if the object is not interacting with anything else. The gravitational force (weight) of an object is proportional to its mass. Weight, F_g , can be calculated from the equation $F_g = m g$, where g is the gravitational field strength of an object which is equal to 9.8 N/kg (m/s^2) on the surface of Earth.					
The Universe <ul style="list-style-type: none"> History of the universe Galaxy formation Stars <ul style="list-style-type: none"> Formation; stages of evolution Fusion in stars History of the Universe The Big Bang Model is a broadly accepted theory for the origin and		<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Does not	

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
<p>evolution of our universe. It postulates that 12 to 14 billion years ago, the portion of the universe seen today was only a few millimeters across (NASA). According to the “big bang” theory, the contents of the known universe expanded explosively into existence from a hot, dense state 13.7 billion years ago (NAEP 2009). After the big bang, the universe expanded quickly (and continues to expand) and then cooled down enough for atoms to form. Gravity pulled the atoms together into gas clouds that eventually became stars, which comprise young galaxies. Foundations for the big bang model can be included to introduce the supporting evidence for the expansion of the known universe (e.g., Hubble’s law and red shift or cosmic microwave background radiation). A discussion of Hubble’s law and red shift is found in the <i>Galaxy formation</i> section, below. Technology provides the basis for many new discoveries related to space and the universe. Visual, radio and x-ray telescopes collect information from across the entire electromagnetic spectrum; computers are used to manage data and complicated</p>					

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
<p>computations; space probes send back data and materials from remote parts of the solar system; and accelerators provide subatomic particle energies that simulate conditions in the stars and in the early history of the universe before stars formed.</p> <p>Galaxy formation</p> <p>A galaxy is a group of billions of individual stars, star systems, star clusters, dust and gas bound together by gravity. There are billions of galaxies in the universe, and they are classified by size and shape. The Milky Way is a spiral galaxy. It has more than 100 billion stars and a diameter of more than 100,000 light years. At the center of the Milky Way is a bulge of stars, from which are spiral arms of gas, dust and most of the young stars. The solar system is part of the Milky Way galaxy. Hubble's law states that galaxies that are farther away have a greater red shift, so the speed at which a galaxy is moving away is proportional to its distance from the Earth. Red shift is a phenomenon due to Doppler shifting, so the shift of light from a galaxy to the red end of the spectrum indicates that the galaxy and the observer are moving</p>					

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
<p>farther away from one another. Doppler shifting also is found in the <i>Energy and Waves</i> section of this course.</p> <p>Stars Early in the formation of the universe, stars coalesced out of clouds of hydrogen and helium and clumped together by gravitational attraction into galaxies. When heated to a sufficiently high temperature by gravitational attraction, stars begin nuclear reactions, which convert matter to energy and fuse the lighter elements into heavier ones. These and other fusion processes in stars have led to the formation of all the other elements. (NAEP 2009). All of the elements, except for hydrogen and helium, originated from the nuclear fusion reactions of stars (College Board Standards for College Success, 2009). Stars are classified by their color, size, luminosity and mass. A Hertzsprung-Russell diagram must be used to estimate the sizes of stars and predict how stars will evolve. Most stars fall on the main sequence of the H-R diagram, a diagonal band running from the bright hot stars on the upper left to the dim cool stars on the lower right. A star's mass determines the star's</p>					

Science Gap Analysis—High School Physical Science

High School Physical Science	Content* reflected in this standard addressed in the curriculum. Cite evidence.	Classify alignment	Content* that needs to be added to curriculum to achieve alignment	Degree to which curriculum requires students to achieve cognitive demands* required by this standard	Changes required to guarantee students will achieve the required cognitive demands*
<p>place on the main sequence and how long it will stay there. Patterns of stellar evolution are based on the mass of the star. Stars begin to collapse as the core energy dissipates. Nuclear reactions outside the core cause expansion of the star, eventually leading to the collapse of the star.</p> <p>Note: Names of stars and naming the evolutionary stage of a star from memory will not be assessed. The emphasis is on the interpretation of data (using diagrams and charts) and the criteria and processes needed to make those determinations.</p>					

Apex Activity Adjustment

Teacher(s)	
Class Name	
Unit	
Original Lesson(s)	

Activity Proposal

Will the original assignment be replaced with a new assignment or excused completely?



(If excused)

What is the rationale for excusing this assignment?	
What standard does the original assignment cover?	
What other assignment(s) in the course cover this standard?	
What DOK (Depth of Knowledge) level is the original assignment?	

 (If replaced)

Original Assignment(s)		Replacement Assignment(s)	
Describe the original assignment.		Describe the replacement assignment.	
What was the final product?		What will the final product be?	
How many points was it worth?		How many points will it be worth?	
What standards did the assignment(s) address?		What standard(s) will this assignment address?	
DOK level of original:		What DOK level will it address?	

Further Explanation--Explain why this new assignment is more appropriate to address the standards than the original. Add any reasons, evidence, or explanation that supports your proposal.

Resources:

Ohio Standards and Resources

<http://education.ohio.gov/Topics/Ohio-s-New-Learning-Standards/Ohios-New-Learning-Standards>

DOK (Depth of Knowledge) Levels

http://www.stancoe.org/SCOE/iss/common_core/overview/overview_depth_of_knowledge/dok_bloom.pdf

Attachment 6.3b2e_CourseDissectionWorksheet

Course: Semester: Unit: Date:

Group Members:

EOC Skills Connections	
Tutorial Modules Connections	

What are the most important **learning objectives, or, skills** from the unit that should be emphasized (*keystones, state standard connection*)?

Can anything be **excused**? (*ex. is the standard covered multiple places, not a standard*)

Assignment #:_____

Rationale for removal:

Assignment #:_____

Rationale for removal:

What do students struggle with the most? What prerequisite skills do the students need to be successful?

Can we **add options** to improve differentiation of learning?

Assignment #: _____

Optional Activity:

Ohio Standards Connection:

Assignment #: _____

Optional Activity:

Ohio Standards Connection:

Assignment #: _____

Optional Activity:

Ohio Standards Connection:



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Improve Course
Pass Rates



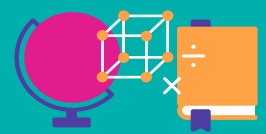
Get Students Back
on Track



Prepare for College
and Career Success



Increase Available
Education Options



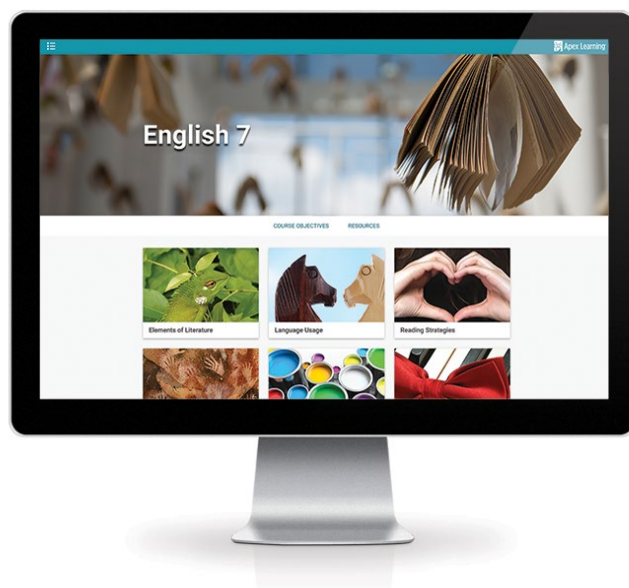
Digital Curriculum Catalog

2017-2018

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Adaptive Tutorials Catalog

English	Math	Science
English 6	Math 6	Biology
English 7	Math 7	Social Studies
English 8	Math 8	U.S. History
English 9	Algebra I	Adaptive Tutorials and Comprehensive Courses for science and social studies 6-8 are coming! Stay tuned for updates.
English 10	Geometry	
English 11	Algebra II	
English 12	Mathematics I	
	Mathematics II	
	Mathematics III	

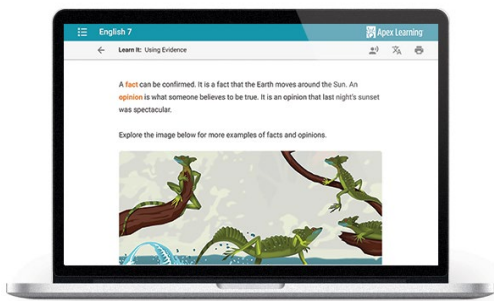
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Comprehensive Courses Catalog

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Core
Prescriptive
Honors
AP®

English

English Foundations I				
English Foundations II				
English 6 N	✓	✓		
English 7 N	✓	✓		
English 8 N	✓	✓		
English 9	✓	✓	✓	
English 10	✓	✓	✓	
English 11	✓	✓	✓	
English 12	✓	✓	✓	
English Language and Composition				✓
English Literature and Composition				✓
Creative Writing *	✓			
Media Literacy *	✓			
Reading Skills and Strategies *	✓			
Writing Skills and Strategies *	✓			

Science

Science Foundations				
Earth Science	✓		✓	
Environmental Science	✓	✓		✓
Physical Science	✓	✓	✓	
Biology	✓	✓	✓	✓
Chemistry	✓	✓	✓	✓
Physics	✓	✓	✓	
Psychology *	✓			✓

Math

Math Foundations I				
Math Foundations II				
Math 6 N	✓	✓		
Math 7 N	✓	✓		
Math 8 N	✓	✓		
Algebra I	✓	✓	✓	
Geometry	✓	✓	✓	
Algebra II	✓	✓	✓	
Mathematics I	✓	✓		
Mathematics II	✓	✓		
Mathematics III	✓	✓		
Precalculus	✓		✓	
Calculus AB				✓
Statistics				✓
Introductory Algebra	✓			
Financial Literacy *	✓			
Mathematics of Personal Finance	✓			
Probability and Statistics *	✓			
Liberal Arts Mathematics 1	✓			
Liberal Arts Mathematics 2	✓			

Social Studies

Geography and World Cultures *	✓		✓	
World History	✓	✓	✓	
World History to the Renaissance	✓		✓	
Modern World History +	✓	✓		
U.S. History	✓	✓	✓	✓
U.S. History to the Civil War *	✓	✓	✓	
U.S. History since the Civil War	✓	✓	✓	
U.S. Government and Politics *	✓	✓	✓	✓
U.S. and Global Economics *	✓	✓	✓	
Macroeconomics *				✓
Microeconomics *				✓
Multicultural Studies *	✓			
Sociology *	✓			

Complete Career and Technical
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CTE

Introduction to Health Science *
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Principles of Health Science
Business Applications *
Information Technology Applications *
Introduction to Business and Technology N
Principles of Information Technology
Introduction to Business and Marketing *
Intermediate Business and Marketing *
Principles of Business, Marketing, and Finance
Legal Environment of Business N
Human Resources Principles N

World Languages

French I
French II
Spanish I
Spanish II
Spanish III
AP Spanish Language
Mandarin Chinese I **
Mandarin Chinese II **
Latin I **
Latin II **
German I **
German II **

Other

College and Career Preparation I *
College and Career Preparation II *
Art Appreciation *
Music Appreciation
Physical Education *
Health +*

N New - summer 2017

N New - coming soon

***** One semester

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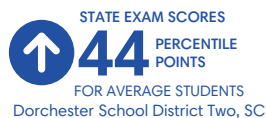


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Dropout rates
decrease



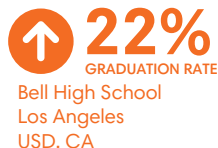
State exam
scores go up



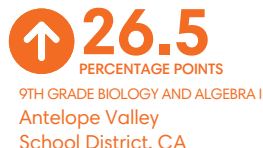
Promotion rates
increase



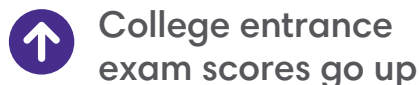
On-time graduation
rates increase



Fewer students
need credit
recovery



More students
pass their classes
the first time



About Apex Learning

Apex Learning puts rigorous, standard-based curriculum within reach for all students — from those struggling to those capable of acceleration — to prepare them for the next course and the next stage in their education, work, and life. During the 2015–2016 school year, there were more than three million enrollments in Apex Learning Comprehensive Courses for original credit and credit recovery, and Adaptive Tutorials for intervention, remediation, and preparation for high-stakes assessments. Headquartered in Seattle, Apex Learning is accredited by AdvancEd and its courses are approved for National Collegiate Athletic Association eligibility.

“The dropout rate has been reduced by over 40% and the number of graduates increased by 22% over the years of using Apex.”

Natalie Blasingame

Assistant Superintendent
Houston ISD



Contact

Apex Learning

1215 Fourth Ave., Suite 1500
Seattle, WA 98161

Phone: 1 (206) 381-5600

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APEX [Tutorials Catalog Ohio](#)**Math**

Course Name	Prescriptive	Core	Honors	Advanced Placement	Foundations
Introductory Algebra		X			
Algebra I-A		X			
Algebra I-B		X			
Algebra I	X	X	X		
Geometry	X	X	X		
Algebra II	X	X	X		
Mathematics I	X	X			
Mathematics II	X	X			
Mathematics III	X	X			
Precalculus		X	X		
Financial Literacy *		X			
Liberal Arts Mathematics 1		X			
Liberal Arts Mathematics 2		X			
Mathematics of Personal Finance		X			
Probability and Statistics *		X			
AP® Calculus AB				X	
AP® Statistics				X	
Math Foundations I					X
Math Foundations II					X

Science

Course Name	Prescriptive	Core	Honors	Advanced Placement	Foundations
Earth Science		X	X		
Physical Science	X	X	X		
Biology	X	X	X		
Chemistry	X	X	X		
Physics	X	X	X		
Environmental Science	X	X			
Psychology *		X			
AP® Biology				X	
AP® Chemistry				X	
AP® Psychology				X	
AP® Environmental Science				X	
Science Foundations					X

English

Course Name	Prescriptive	Core	Honors	Advanced Placement	Foundations
English 9	X	X	X		
English 10	X	X	X		
English 11	X	X	X		
English 12	X	X	X		
Creative Writing *		X			

Course Name	Prescriptive	Core	Honors	Advanced Placement	Foundations
Media Literacy *		X			
Reading Skills and Strategies *		X			
Writing Skills and Strategies *		X			
AP® English Language and Composition				X	
AP® English Literature and Composition				X	
English Foundations I					X
English Foundations II					X

Social Studies

Course Name	Prescriptive	Core	Honors	Advanced Placement	Foundations
Geography and World Cultures		X	X		
World History	X	X	X		
World History to the Renaissance		X	X		
U.S. History	X	X	X		
U.S. History to the Civil War *	X	X	X		
U.S. History since the Civil War	X	X	X		
U.S. Government and Politics *	X	X			
U.S. and Global Economics *	X	X	X		
Multicultural Studies *		X			
Sociology *		X			
Modern World History from 1600	X	X			

Course Name	Prescriptive	Core	Honors	Advanced Placement	Foundations
Modern World History from 1450	X	X			
AP® Macroeconomics *				X	
AP® Microeconomics *				X	
AP® U.S. History				X	
AP® U.S. Government and Politics				X	

World Languages

Course Name	Prescriptive	Core	Honors	Advanced Placement	Foundations
French I		X	X		
French II		X	X		
Spanish I		X	X		
Spanish II		X	X		
Spanish III		X			
Mandarin Chinese I**		X			
Mandarin Chinese II**		X			
German I**		X			
German II**		X			
Latin I**		X			
Latin II**		X			
AP® Spanish Language				X	

Advanced Placement®

Course Name	Prescriptive	Core	Honors	Advanced Placement	Foundations
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Course Name	Prescriptive Core Honors	Advanced Placement	Foundations
AP® Spanish Language		X	
AP® Biology		X	
AP® Chemistry		X	
AP® Psychology		X	
AP® Environmental Science		X	
AP® English Language and Composition		X	
AP® English Literature and Composition		X	
AP® Macroeconomics *		X	
AP® Microeconomics *		X	
AP® U.S. History		X	
AP® U.S. Government and Politics		X	
AP® Calculus AB		X	
AP® Statistics		X	

Electives

Course Name	Prescriptive Core Honors	Advanced Placement	Foundations
Art Appreciation *	X		
Music Appreciation	X		
Psychology *	X		
Multicultural Studies *	X		

Course Name	Prescriptive	Core	Honors	Advanced Placement	Foundations
Financial Literacy *			X		
Sociology *			X		
Liberal Arts Mathematics 1			X		
Liberal Arts Mathematics 2			X		
Mathematics of Personal Finance			X		
Probability and Statistics *			X		
Creative Writing *			X		
Media Literacy *			X		
Reading Skills and Strategies *			X		
Writing Skills and Strategies *			X		
Health *	X		X		
Physical Education *			X		
Health Opportunities through Physical Education (HOPE)			X		
College and Career Preparation I *			X		
College and Career Preparation II *			X		

CTE

Course Name	Prescriptive	Core	Honors	Advanced Placement	Foundations
Business Applications *		X			
Introduction to Business and Marketing *		X			
Intermediate Business and Marketing *		X			

Course Name	Prescriptive	Core	Honors	Advanced Placement	Foundations
Information Technology Applications *		X			
Principles of Information Technology		X			
Principles of Business, Marketing, and Finance		X			
Introduction to Health Science *		X			
Intermediate Health Science *		X			
Principles of Health Science		X			
Introduction to Business and Technology		X			
Legal Environment of Business		X			
Human Resources Principles		X			



CASE STUDY

Addressing At-Risk Students Leads to Increased Student Achievement

Auburn School District, Washington

Challenge

Work, family, and other outside demands competed with schoolwork and often led to a student's decision to drop out of school.

Goal

- Use online learning to address at-risk students' needs and increase student achievement.
- Decrease dropout rate and increase graduation rate.

Solution

- District leaders selected Apex Learning Courses because of the rigorous, standards-based content.
- Use digital curriculum for online credit recovery in both blended and virtual learning environments to reengage students who have dropped out or are at-risk.

Results

- 4.5 percentage point increase in graduation rate.*
- 1 percentage point decrease in dropout rate.*

* Graduation rate increase calculated over two years.

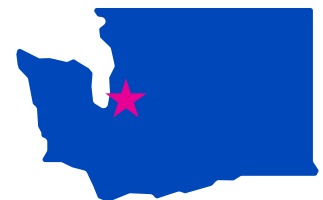
Graduation Rate

 **4.5%**

District Profile

Suburban district 30 miles southeast of Seattle

- 14,500 K-12 students
- 3 traditional high schools
- 1 alternative high school (West Auburn High School)



Reengaging Dropouts

Too many high school students in the Auburn School District were falling behind. For many, a history of limited academic success had eroded their confidence. Life demands outside of school frequently competed with schoolwork, which often led to the decision to drop out of school. District leaders needed a way to provide a flexible learning environment to address these students' needs. Using Apex Learning Comprehensive Courses, Auburn established an online credit recovery program.

“Apex Learning online courses are rigorous in content and match well with our core curriculum. Without Apex Learning digital curriculum, many seniors would not have had a chance to graduate on time.”

Stacy Jordison

Assistant Principal
Auburn High School

Addressing Diverse Learning Needs

One of the challenges of any credit recovery program is that each student starts at a different point and has a unique set of needs. Some require remediation in basic skills before they can tackle high school coursework.

Others need only to recover a few credits in order to graduate. Still, when given the opportunity to work at their own pace, some students can accelerate through the material. In fact, one teen in the district accelerated his graduation in order to join the Marines while maintaining a full-time job to support his family.

Mapping Personal Paths

In this blended learning environment, Apex Learning Comprehensive Courses provided direct instruction and formative and summative assessment, while the classroom teacher used real-time data to monitor student progress and performance and determine the best way to help each student achieve. Based on the data, each student received an individualized plan that mapped his or her learning path toward graduation. Students focused on specific content they had yet to master and move at their own pace.

Providing Flexible Learning

For students who needed flexibility in their learning to meet other obligations — from raising a child to working full-time — Auburn offered a virtual learning program. The district allowed students to work online from home, and expected each student to participate a minimum of 25 hours online each week. Students enrolled in one course at a time and gained confidence as they successfully completed their coursework.

Contact

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Since the program's inception, both student achievement and the graduation rate have steadily increased with fewer students dropping out. District administrators credit the program for reaching many students who otherwise would not have graduated. As a result, Auburn School District expanded the Apex Learning online program to include daytime and evening credit recovery programs and a virtual school option for original credit.

EFFICACY BRIEF

A Study of the Impact of Apex Learning Digital Curriculum on Original Credit Student Achievement in One Dallas ISD High School

Dallas Independent School District, TX

October 2016



Summary

One high school in the Dallas Independent School District (Dallas ISD), referred to as OHS to maintain confidentiality, uses Apex Learning digital curriculum to personalize learning and enhance classroom instruction for original credit students. This study examines the impact of using Apex Learning digital curriculum in two distinct original credit implementations at OHS during the 2014–2015 school year.

The first program was a Blended Learning Pilot in one English III classroom. Teachers used Apex Learning Comprehensive Courses in a year-long Blended Learning Pilot designed to personalize learning for original credit students by enhancing traditional instruction with digital curriculum content. Students enrolled in the Blended Learning Pilot classroom used Comprehensive Courses throughout the entire school year and completed the ACP English III fall and spring semester exams.

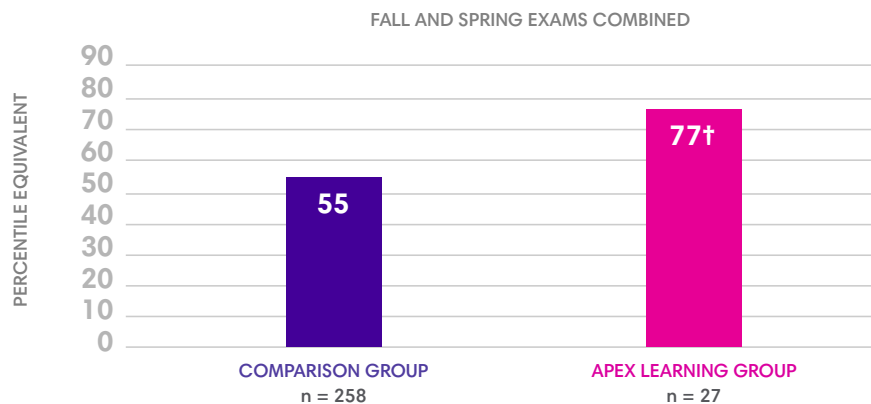
The second program was a Test Preparation Program. OHS used Apex Learning Texas-specific Tutorials to support original credit students enrolled in Algebra II. Students enrolled in Algebra II used Texas Algebra II Tutorials throughout the second semester to deepen content mastery and prepare for the Dallas ISD Assessment of Course Performance (ACP) Algebra II spring semester exam.

Results

The average score on end-of-semester exams for students using Apex Learning Courses is equivalent to 22 percentile points greater than students not using Apex Learning Courses.

FIGURE 1:

Average¹ ACP English III Standardized Scores by Group: Blended Learning Pilot



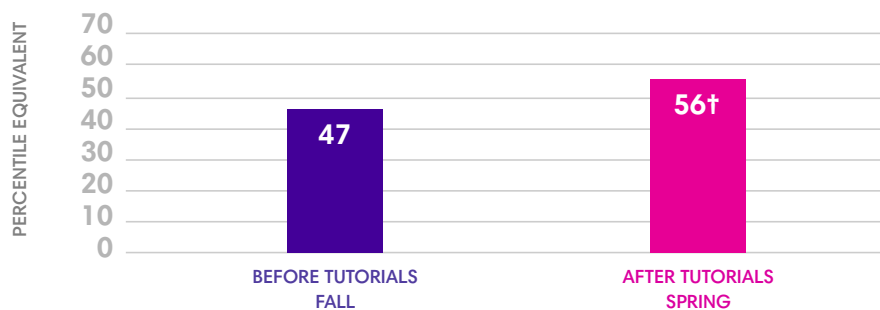
†Statistically significant. Sig. $p < .01$, ES = .53

¹ Means adjusted for the following covariates: age, grade, gender, minority, limited English proficiency, special education and talented and gifted status, economic disadvantage, at-risk status, HIPPA participation, last year retention, and semester exam.

The average score on the spring exam is equivalent to 9 percentile points greater after using Tutorials than the average fall exam, administered before using Tutorials ($ES=.24$, $p<.01$). Figure 1 shows the average scores on the ACP Algebra II semester exams before and after using Tutorials.

FIGURE 2:

Average ACP Algebra II Standardized Scores Before and After Using Tutorials:
Test Preparation Program



† Statistically significant. Sig. $p<.01$, $ES=.24$, $n=69$

The Apex Learning Solution

Students using Apex Learning Comprehensive Courses in the Blended Learning English III classroom performed significantly better on ACP exams than students enrolled in the English III classes not using Apex Learning Courses. After using Tutorials, the average Algebra II performance of original credit students on the spring end-of semester exam improved significantly from the fall end-of-semester exam. The results of this support that students learned more and performed better when using Apex Learning digital curriculum. Now that's the definition of a successful solution.

To view the entire study, visit: <http://www.apexlearning.com/al/dallas-original-credit-efficacy-study.pdf>



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Our digital curriculum is designed to actively engage students in learning—combining embedded supports and scaffolds to meet diverse student needs, actionable data to inform instruction, and success management, to ensure you get the outcomes you’re expecting.

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EFFICACY STUDY

Proven to Increase Academic Achievement for At-Risk and Drop-Out Recovery Students

Results of a Third Party Study on the Impact of Apex Learning Comprehensive Courses in Ohio Life Skills Centers

January 2016

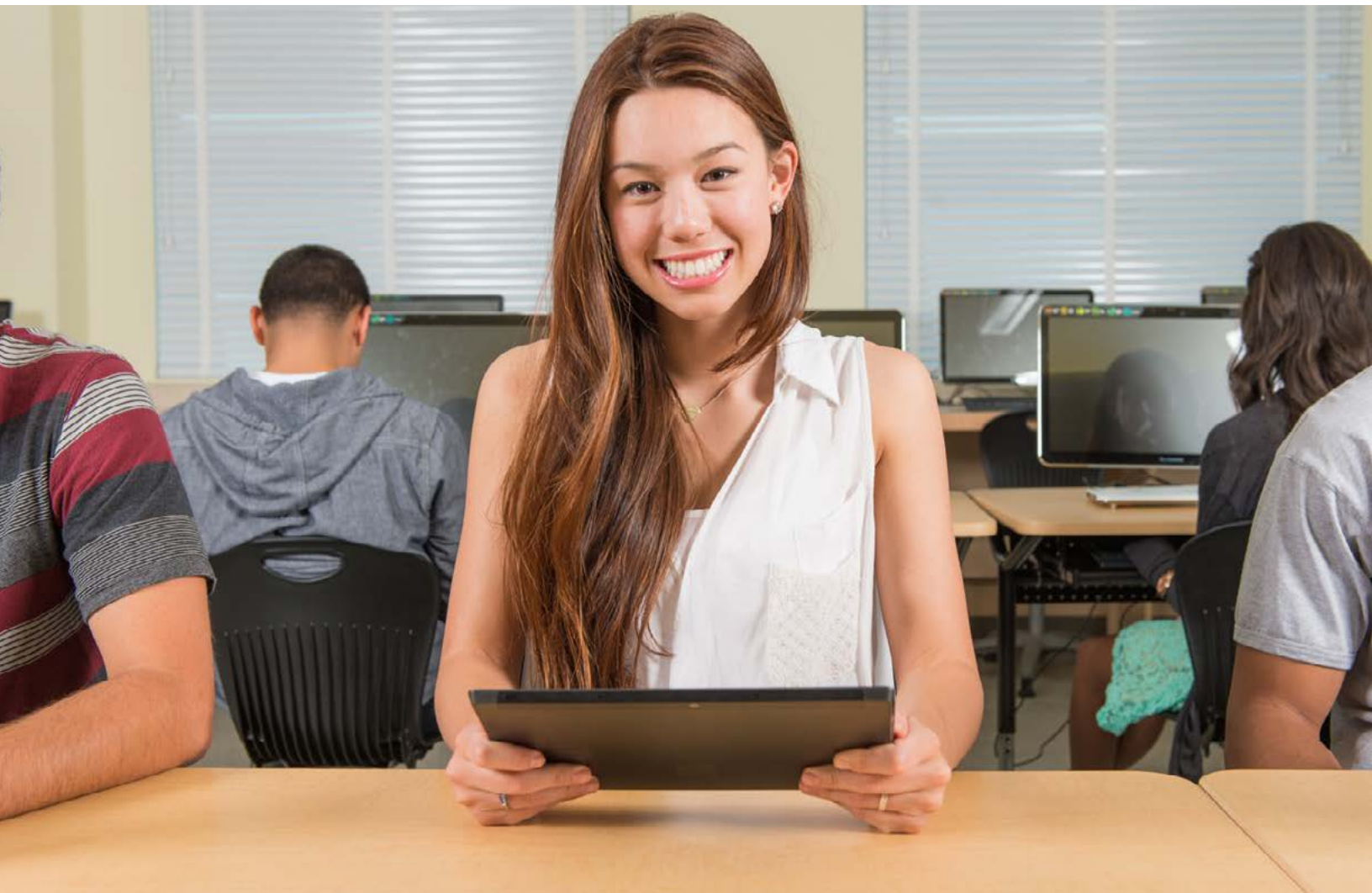




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04	Summary
05	The Challenge: Address the Needs of At-Risk and Dropout Populations
06	The Solution: Meet the Challenges of All Learners
07	The Result: Academic Success with Apex Learning Comprehensive Courses
09	References

Summary

According to the National Governors Association, “at least one student in five drops out of school, and nearly 5 million 18 to 24 year-olds lack a high school diploma” (Princiotta and Reyna, 2009). Furthermore, a disproportionate number of high school dropouts come from low-income families and are male and members of ethnic minority groups (Reyna, 2011). Apex Learning Comprehensive Courses are developed with an understanding of the range of needs that schools encounter when trying to keep at-risk students on track for graduation and to re-engage students who have left school.

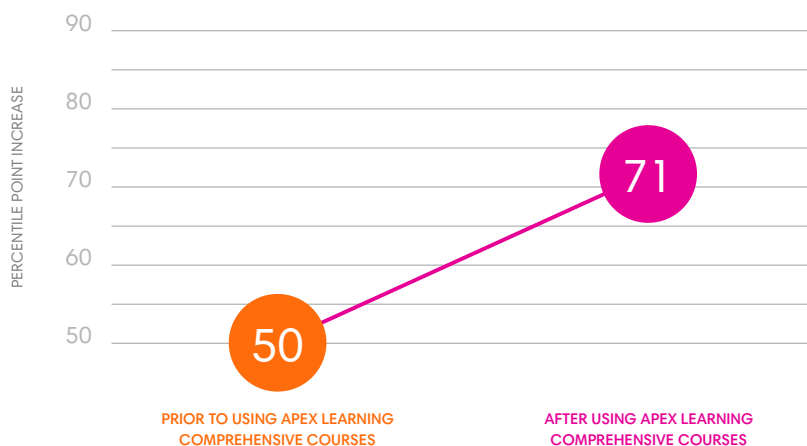
To understand the impact that Apex Learning Comprehensive Courses have on increasing academic achievement for at-risk and dropout recovery students, Apex Learning partnered with a third-party evaluator to study the effect of Comprehensive Courses on the achievement of 1,726 students attending Ohio Life Skills Centers (Empirical, 2012).

The results of the study show that students achieve greater gains using Apex Learning Comprehensive Courses.

Graph 1 illustrates that the average (median) student who completed Apex Learning Comprehensive Courses gained 21 percentile points, moving from the 50th percentile to the 71st percentile, on state end-of-course assessments in English language arts, math, and science.

GRAPH 1:

Achievement Gains for Average Student



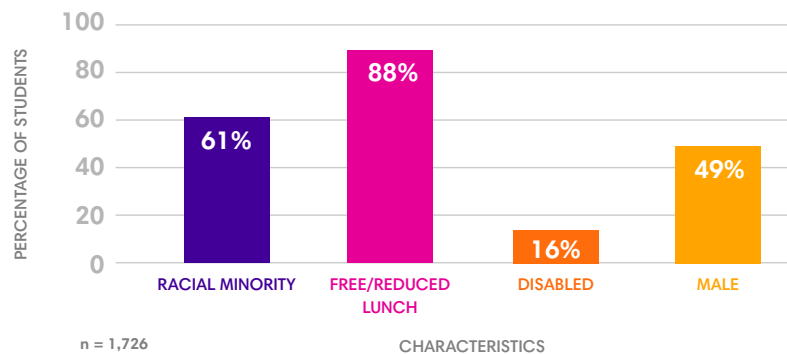
The average (median) student using Apex Learning Comprehensive Courses **gained 21 percentile points, moving from the 50th percentile to the 71st percentile**, on state end-of-course assessments in English language arts, math, and science.

The Challenge: Address the Needs of At-Risk and Dropout Populations

Traditional high schools are challenged to serve all students effectively, and this is especially true of students who are at risk of dropping out (Reyna, 2011). Many students at the Ohio Life Skills Centers left high school because they did not feel challenged by traditional academic programs, or believed they just did not fit in, or simply did not have time to attend classes all day. Graph 2 illustrates the diversity of students attending the Ohio Life Skills Centers.

GRAPH 2:

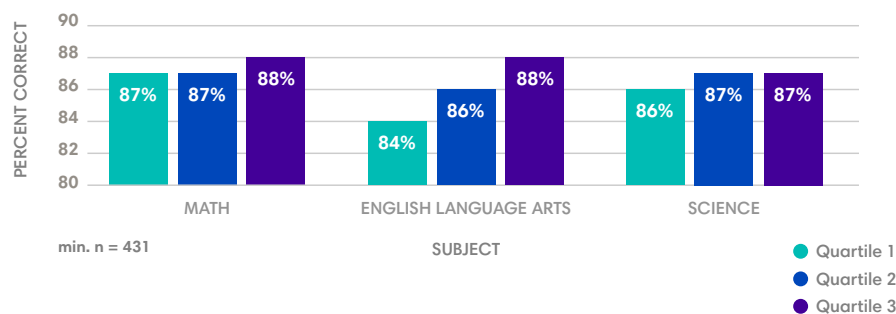
Demographic Characteristics of Dropout Recovery Students Completing Apex Learning Courses



Researchers have reported various reasons for why students drop out of high school, including failing courses or high school exit exams, academic disengagement, behavior that interferes with learning, and challenging life circumstances (Princiotta and Reyna, 2009). Although challenged, these students are still able to achieve academically. As Graph 3 illustrates, students achieved at least 84 percent correct on embedded assessments while completing their math, English language arts, and science courses.

GRAPH 3:

Average Apex Learning Embedded Assessment Score by Subject and Pretest



The Solution: Meet the Challenges of All Learners

To address the diverse needs of students and to reduce the number of students who drop out of high school, policy experts at the National Governors Association have recommended the creation of rigorous and relevant pathways for all students (Reyna, 2011). An effective curriculum should address individual learning styles and provide clear connections to postsecondary and workforce interests to keep students engaged in school while focusing on their future goals (Princiotta and Reyna, 2009).

Designed to meet the high learning expectations established by the Common Core and individual state standards, Apex Learning Comprehensive Courses enable schools to meet these challenges by making rigorous content accessible and engaging through the use of active learning strategies and opt-in scaffolding.

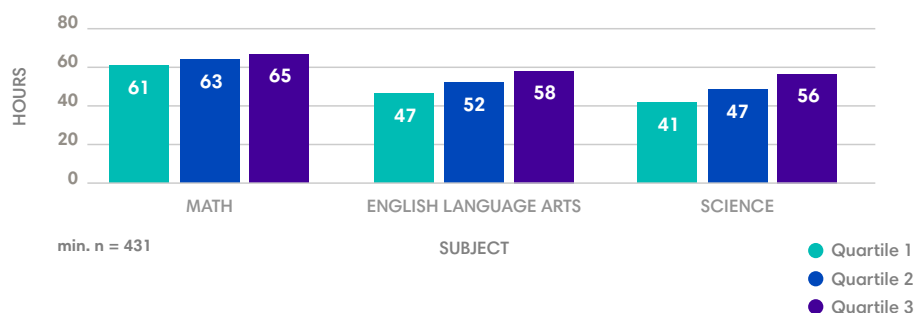
Active Learning: Engage Students with Learning

The Apex Learning standards-based curriculum was selected by the Ohio Life Skills Centers because it is designed to engage students in active learning that deepens their understanding of the content through critical thinking. Apex Learning Comprehensive Courses engage students in active learning experiences that require them to observe, inquire, create, connect, and confirm. In active learning, students are doing; they participate in meaningful ways in their learning experiences, which results in higher levels of academic achievement.

Students are engaged from the moment they enter an Apex Learning Course. As they progress through a lesson, they achieve a deeper understanding of the content by making decisions, participating in interactive exercises, and completing challenging but achievable tasks. The more time they spend engaged in learning, the better they understand the material and are able to think critically about the content. Graph 4 illustrates the average number of hours that students spend engaged in Apex Learning Comprehensive Courses.

GRAPH 4:

Average Hours Spent using Apex Learning Comprehensive Courses



Opt-in Scaffolding: Support Student Comprehension

Apex Learning recognizes that students come to high school with varying levels of reading proficiency and preparation for grade-level academic content. Therefore, Apex Learning Comprehensive Courses incorporate a variety of supports and scaffolds to make rigorous content accessible to all students and provide important assistance to students who might otherwise be held back in their learning. Examples of supports and scaffolds that students receive include:

- Relevant points of access and real-world examples
- Guiding questions to breaking down complex material
- Academic vocabulary support unique to each content area
- Literacy supports for struggling readers

Apex Learning Comprehensive Courses also use technology in purposeful ways to enhance reading comprehension. Images, audio, video, animation, and interactive elements that are integrated throughout each lesson provide multiple representations of the course content and address different learning styles.

The Result: Academic Success with Apex Learning Comprehensive Courses

Apex Learning partnered with a third-party evaluator to examine the impact of Apex Learning Comprehensive Courses on the academic achievement of at-risk and dropout recovery students at the Ohio Life Skills Centers.

Results show that Apex Learning Comprehensive Courses are effective in increasing the learning gains of at-risk and dropout recovery students on state end-of-course subject assessments.

Researchers examined the relationship between using Apex Learning Comprehensive Courses and student performance on state end-of-course math, science, and English language arts assessments. The first analysis compared levels of end-of-course achievement with the amount of time that students had spent completing the courses. The second analysis compared students' end-of-course achievement with their percent correct scores on the assessments embedded in Apex Learning Comprehensive Courses.

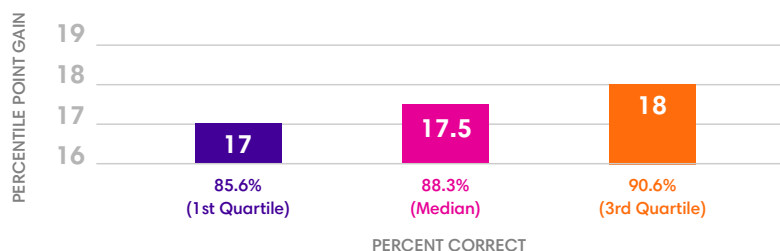
Proven to Increase Academic Achievement for At-Risk and Drop-Out Recovery Students

The average (median) student using Apex Learning Comprehensive Courses gained 21 percentile points on end-of-course assessments in English language arts, math, and science. Both the amount of time students spent engaged in learning and the percent correct scores on Apex Learning embedded assessments contributed to percentile point gains in end-of-course assessments. How well a student performs in Apex Learning Comprehensive Courses positively affects end-of-course exam scores.

Graph 5 shows that higher percent correct scores on Apex Learning embedded assessments are associated with higher percentile point gains on end-of-course assessments. For each 4.9 percent correct on embedded assessments, students achieved a one percentile point gain on end-of-course assessments. Students in the first quartile, the lowest-performing students, scored an average of 85.6 percent correct on the embedded assessments, which correlates with a 17 percentile point gain on their end-of-course exams. The average score on embedded assessments for students in the third quartile, the highest-performing students, was 90.6 and correlates with an 18 percentile point gain on end-of-course assessments.

GRAPH 5:

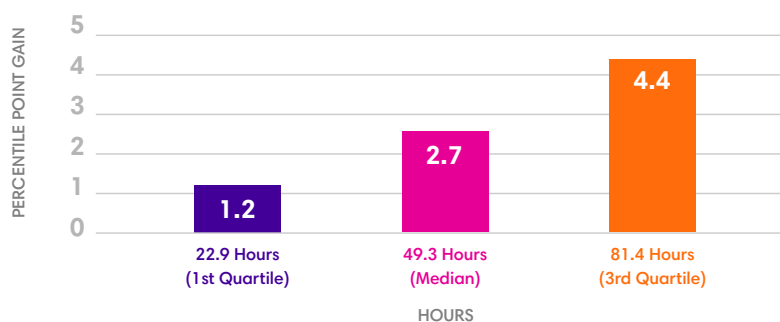
Average Percentile Gain for Apex Learning Embedded Assessment Scores by Quartile



Graph 6 shows how increased time spent completing Apex Learning Comprehensive Courses also contributes to higher percentile point gains on end-of-course assessments. The average time usage for students in the first quartile was 22.9 hours and accounted for a 1.2 percentile point gain on end-of-course assessments. In contrast, students in the third quartile spent an average of 81.4 hours and achieved a 4.4 percentile point gain on end-of-course assessments.

GRAPH 6:

Average Percentile Gain for Apex Learning Use by Quartile



References

Empirical Education (2012). *Ohio Life Skills Centers: A Study of Apex Learning and Student Achievement* (Palo Alto, CA, January 2012). Available at: www.apexlearning.com/info/Ohio_Life_Skills_Study.pdf

Princiotta, D. and Reyna, R. *National Governors Association Center for Best Practices, Achieving Graduation for All: A Governor's Guide to Dropout Prevention and Recovery* (Washington, D.C.: National Governors Association Center for Best Practices, July 2009). Available at: <http://www.nga.org/files/live/sites/NGA/files/pdf/0910ACHIEVINGGRADUATION.PDF>

Reyna, R. *National Governors Association Center for Best Practices, Issue Brief: State Policies to Reengage Dropouts* (Washington, D.C.: National Governors Association Center for Best Practices, July 2011). Available at: <http://www.nga.org/files/live/sites/NGA/files/pdf/1107REENGAGEDDROPOUTS.PDF>



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Curriculum Map

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

¹ One semester course. All other Apex Learning courses are two semesters.² Must be taken at specified grade level³ Available in the Prescriptive pathway in December 2012 with enhanced feature set for credit recovery⁴ Science and World Language sequences could begin in different grades⁵ Precalculus Semester 1 (Trigonometry) could be combined with Probability and Statistics for a two semester course⁶ AP and Advanced Placement are registered trademarks of the College Board

Sheet1

9th grade in 2017/2018 and beyond Class of 2021 and beyond

Name: _____

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

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

Mathematics Course Map

<div>OGT Cohort</div> <div>Freshman year before 14-15</div> <div>Four years of math are required</div> <div>Algebra II is required</div>	Math Year One		Math Year Two		Math Year Three		Math Year Four	
	Choose one row, row one is suggested*		Choose one row, row one is suggested*		Choose one row		Choose two of these courses (four if student took algebra in grade 8)	
	Algebra I LA A	Algebra I LA B	Geometry LA A	Geometry LA B	Algebra II LA A	Algebra II LA B	College Readiness Probability and Statistics Liberal Arts Math A Pre Calc A Calc A	College Readiness B Financial Lit Liberal Arts Math B Pre Calc B Calc B

<div>Class of '18 +</div> <div>Freshman year 14-15+</div>	Math Year One		Math Year Two		Math Year Three		Math Year Four	
	Choose one row, row one is suggested*		Choose one row, row one is suggested*		Choose one row		Choose two of these courses (four if student took algebra in grade 8)	
	Algebra I LA A	Algebra I LA B	Geometry LA A	Geometry LA B	Algebra II LA A	Algebra II LA B	College Readiness Probability and Statistics Liberal Arts Math A Pre Calc A Calc A	College Readiness B Financial Lit Liberal Arts Math B Pre Calc B Calc B

<div>Students who qualify for AGS</div>								
	Math Year One		Math Year Two		Math Year Three		Math Year Four	
	AGS Pre-algebra		AGS Algebra		AGS Geometry Apex geometry LA		AGS Algebra II	

English Course Map

Elective Credit ONLY

English I foundations A	Helps with reading
English I foundations B	Helps with writing
Creative Writing	Student Interest

Foundations courses may be used as core credit for some students qualifying for modified instruction.

OGT Cohort Freshman year before 14-15	English Year One		English Year Two		English Year Three		English Year Four		
	Choose one row, row one is suggested*		Choose one row, row one is suggested*		Choose one row		Choose one row and two columns		
	English I LA A	English I LA B	English II LA A	English II LA B	English III LA A	English III LA B	English IV H A	English IV H B	Media Literacy
	English I H A	English I H B	English II H A	English II H B	English III H A	English III H B	English 12 A 1617	English 12 B 1617	
	English 9 A 1617	English 9 B 1617	English 10 A 1617	English 10 B 1617	English 11 A 1617	English 11 B 1617	AP Lit + Comp A	AP Lit + Comp B	
					AP Language + Comp A	AP Language + Comp B			

* I would suggest these rows even for teachers/schools who prefer to switch to the common core classes for junior and senior English, because they better prepare students for the OGT

Class of '18 + Freshman year 14-15+	English Year One		English Year Two		English Year Three		English Year Four		
	One mandatory progression		One mandatory progression		Choose one row		Choose one row and two columns		
	English 9 A 1617	English 9 B 1617	English 10 A 1617	English 10 B 1617	English 11 A 1617	English 11 B 1617	English 12 A 1617	English 12 B 1617	Media Literacy
					AP Language + Comp A	AP Language + Comp B	AP Lit + Comp A	AP Lit + Comp B	

Science Course Map

All Cohorts	Science Year One		Science Year Two		Science Year Three +	
<div> Freshman year before 14-15 and '18+ </div> <div> Students in the Class of 18+ will take the biology end of course exam. Students in the class of '18 may also take the physical science end of course exam </div>	First row: Algebra I or MAP 210+		Choose one row		Choose one row based on student teacher interview.	
	Physical science A	Physical Science B	Biology A	Biology B	Choose one row from the bottom 3 if using this progression in order.	
	Earth Science A	Earth science B	Physical Science A	Physical Science B	Biology A	Biology B
	Earth science recommendations may be supplanted by environmental science soon.				Chemistry A	Chemistry B
					Physics A	Physics B
					Environmental A	Environmental B

Social Studies Course Map		
All Cohorts	Social Studies Year One	Social Studies
Freshman year before 14-15 and '18+ All students must take .5 units Government +.5 units US History The class of 2021+ is required .5 units of World History Courses <i>can</i> be completed in any order, but A should precede B	Choose one row, row one is suggested*	Choose one row per column,
	US History Since the Civil War A	US History Since the Civil War B
	US Government and Politics	
	AP US History Since the Civil War A	AP US History Since the Civil War B
	AP US Government and Politics	
* This is the preferred order for meeting testing needs. Some schools may opt to give multicultural studies as a first class		

Year Two	Social Studies Year Three +			
row one is suggested*	Choose one row from the first column, and an additional elective*			
World History Since the Renaissance A	World History Since the Renaiss	Multicultural Studies		
Modern World History A	Modern World History B	Sociology	US and Global Economics	
		Psychology	AP microeconomics	
due to a lack of transcripts.		Geography and World Cul	AP macroeconomics	

GRADUATION PROGRESS TRACKER										Student Name:			
Class of 2014-2017 and 2018+										Graduating Class of:			
English 4	English 1 S1	English 1 S2	English 2 S1	English 2 S2	English 3 S1	English 3 S2	English 4 S1 or Media Literacy	English 4 S2 or Reading Skills/Strategies					
	Algebra IA or Integrated Math IA	Algebra IB or Integrated Math IB	Geometry A or Integrated Math IIA	Geometry B or Integrated Math IIB	Algebra II A	Algebra II B	College Read Math A or Liberal Arts Math A	College Read Math B or Liberal Arts Math B					
Science 3	Physical Science A	Physical Science B	Biology A	Biology B	Environmental Science A or Chemistry	Environmental Science B or Physics	GRADE PROMOTION 10th grade: 5.5 Credits (1 ELA, 1 Math) 11th grade: 10.5 Credits (2 ELA, 2 Math) 12th grade Class of 2014-17: 16 Credits (3 ELA, 3 Math) and pass 3 of 5 OGT 12th grade Class of 2018+: 16 Credits (3 ELA, 3 Math) and earn 12 of 18 EOC pts, ACT Scores, or 6 pts toward an Industry Credential. 20 Total Credits are required for Graduation						
Social Studies 3	US History Since the Civil War A	US History Since the Civil War B	Modern World History A	Modern World History B	Government and Politics								
Electives 6 <i>Students must receive instruction in financial literacy and economics</i>	Health	Physical Education	Fine Arts or Foreign Lang or Business or Technology	Fine Arts or Foreign Lang or Business or Technology	Employability	Elective							
	Elective	Elective	Elective	Elective	Elective	Elective							
Graduation Pathways	2018+	EOC	Algeb I/Int. Math I	Geom/Int. Math II	Biology	American Hist	American Gov	English I	English II				
		Industry Credential	12 points in an Industry Recognized Credential, passing score on the related CT Field Assessment, and a Work Keys Score of 13 (minimum 3 per category)						Additional Completed Credits				
		College Admit Test	Earn "remediation-free" scores in Reading (21), Writing (18), and Math (22) on a nationally recognized college admissions exam.										
	2014, 2015 2016, 2017	OGT	Reading	Math	Writing	Science	Social Studies						

Lab Assignment

Name: _____

Date: _____

Assignment #: _____

Points Earned: ____/____

Title/Topic: _____

Related Apex Learning Objectives(s): _____

How does the article, lab, or video relate to the Apex Learning Objectives(s)?: _____

The Experiment

The question or problem: _____

The hypothesis (guess): _____

What equipment was used?: _____

Describe how the hypothesis was tested (procedure): _____

- **What experimental data informed you the hypothesis was right or wrong?**

- **What new question comes from this experiment – OR – What should the scientists be doing next?**

- **How can this new question be tested? – OR - Draw a DETAILED & LABELED picture from or about this experiment:**

10 Points Assignment

Name: Madayi Allen

Date: 1/23/17

Part of assignment #: 1 of 5 133

Points Earned: /10

Video/Article Title: Raging Planet

SUMMARY

Write down 3 facts or observations from the video/article.

Fact/observation #1: As the earth is heated by the sun it provides warm wet air.

Fact/observation #2: The clouds that make lightning are the biggest clouds in the atmosphere.

Fact/observation #3: lightning can strike any thing or anyone up to 25 miles away from the cloud.

NEW QUESTION

What new scientific question comes to mind OR what should the scientists do next?:

How does the electricity happen in the lightning and where does it come from?

APEX CONNECTION

Write down how the video/article relates to your Apex course. Try to connect the video/article content to the specific Apex unit you are in. Be detailed.

Apex connection: _____

Assignment 2.1.1 ~~was~~ relates to this video because lightning is made from electrons and 2.1.1 discuss electrons.

APEX BASED TEACHER FEEDBACK

Read the teacher's comment and answer the question.

Teacher Feedback:

"Trees with large flat leaves attract more lightning strikes than pine trees."

Devise an experiment to test your hypothesis, and describe it below!

Student Response: _____

Part A: Developing Your Hypothesis

1. Your teacher will discuss with you the sources of leaves you will use for this lab. Based on this information, observe the possible leaves and brainstorm questions you could explore with the leaf rip-o-meter. Choose one and write it in the space below.

Question:

2. Form a testable hypothesis and record it below. (Hint: Write your hypothesis in the form of a statement.)

Hypothesis:

3. Predict what will happen when you test your hypothesis. Write your predictions in the space below, and explain them.

Predictions:

Part B: Designing Your Experiment

1. Devise an experiment to test your hypothesis, and describe it below. Describe the two groups of leaves you will collect and test. Remember that the best experiments test only one variable. List possible variables and explain how you plan to control each one. (Attach another piece of paper if necessary.)

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

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

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

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

*** UDL Principles:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*** UDL Principles:**

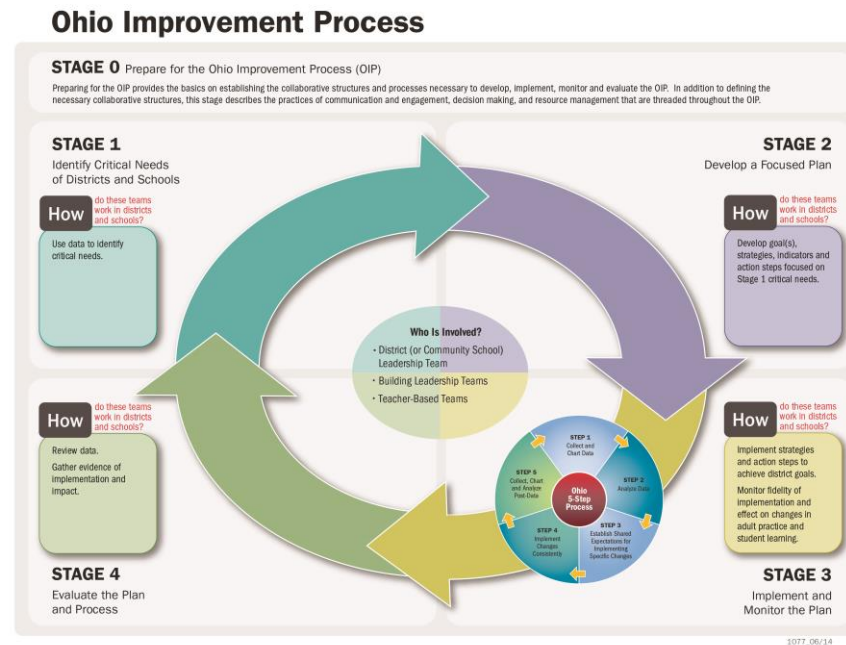
Multiple means of representation to give diverse learners options for acquiring information and knowledge.

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

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

Liberty High School 2017-2018

Liberty High School will begin the implementation of the OIP, Ohio Improvement Process, as Year 0 in September 2017 to accelerate student learning and close achievement gaps for students by utilizing data to make instructional decisions to improve student learning. Liberty High School will evaluate prior student data (May 2017) to identify the most pressing needs based upon probable causes as a starting point in developing the OIP. Below is a visualization of this process and how it will be used at Liberty High School:



School leaders and members of the CLST team will utilize the Five Step Process (see Attached Meeting Notes Template) to track and identify data sources, determine overall student strengths and areas of concern by building(s), grade levels, subject areas, etc., if there are patterns, trends and urgent needs. And to Identify points of possible replication, e.g., high performing grade/subject areas, strong performance in skill/content areas, etc.

Members of the team will then develop or refine the adult implementation indicator(s)/"look-fors" and/or the student performance indicator(s)/assessments(s) used. Then will develop or refine actions steps to implement/maintain/monitor

professional learning based on BLT data and/or instructional needs – aligned to plan, job embedded and ongoing, differentiated based on student and adult data. Administrator walk-throughs are tied to the strategies/actions.

Each time the CSLT meet the process will be evaluated and the information communicated to staff.

When developing the initial plan the following process and timelines will be followed to ensure proper planning is occurring at various points of the school year beyond the monthly CLST meetings.

At each monthly Board meeting, data is discussed and the Principal presents to the Board a review of the OIP process. The decisions made based upon the data and Board input will inform changes made to classroom practices including a written school improvement plan. Information is also made available to parents during parental meetings and conferences. Additional information is disseminated to parents and the broader community through written communication, the school website, and Board meetings.

Stage 1: Identify Critical Needs of Liberty High School

Phase 1: September 2017 to January 2018 YEAR 0

Phase 2: January 2018 to February 2018 YEAR 1

- Use prior student data (NWEA) from previous testing cycle (May 2017) to identify the most pressing needs based upon probable causes.
- Create an initial school profile
- Use state and school data (NWEA, APEX Assessments) from first round testing after September 2017 to identify the most pressing needs based on probable causes.
- Update school profile as needed.
- **Decision Framework (DF)/Building Decision Framework (BDF) is the major OIP tool to analyze and interpret the effect of practice in critical areas on student achievement.**

Stage 2: Develop a Focused Plan

Phase 1: September 2017 YEAR 0

Phase 2: February 2018 to April 2018 YEAR 1

- Uses identified needs to create a focused plan.
- Focus areas are turned into 2-3 goals in two areas: 1) student performance and 2) conditions and expectations.
- Evidence/research-based strategies to achieve the goals are created from the probable causes of the most critical problems.
- Indicators for each strategy provide the yardstick by which success is measured.
- Actions are developed for each strategy and resources are aligned.

- **CCIP is the major tool used in Stage 2. Anticipate February 2018 for Funding and Planning CCIP Submission.**

Stage 3: Implement and Monitor the Focused Plan

Phase 1: September 2017 to January 2018 Year 0

Phase 2: July 1, 2018 - June 30, 2019 YEAR1

- Focuses on full implementation of strategies and actions across the district to reach district goals.
- Calls for a monitoring process to measure plan implementation and effects on changes in adult practices and student achievement for making decisions about needed changes.
- Requires that each building have a SIP that has been approved by the district using district goals and strategies.
- Requires the implementation of professional development practices as a part of the implementation and evaluation process. Professional Development is embedded as an action step with adult implementation indicators and progress measures to work towards the reading and math SMART goals on the OIP. Professional develops occurs three times a year and there are 14 in service days. The school will utilize professional development during in service days and at regularly scheduled times to analyze data to assure performance and accountability targets are met. Staff development will focus on meeting these targets. Any additional teacher training as a result of the professional development, data results, and TBT meetings will be implemented.
- **The Implementation Management and Monitoring (IMM) is the major tool used in Stage 3.**
- Expects all teams (CSLT, BLT, TBT) to follow the Ohio 5-Step Process.
 Step 1: Collect and chart data (program, student and adult data for CSLT/BLT and student data for TBT)
 Step 2: Analyze data (program, student and adult data for CSLT/BLT and student data/work for TBT)
 Step 3: Establish shared expectations for implementing specific changes (in the district/school for CSLT/BLT and classrooms for TBT)
 Step 4: Implement changes consistently (across the district/school for CSLT/BLT and classrooms for TBT)
 Step 5: Collect, chart and analyze post data and determine effectiveness of practices

Stage 4: Evaluate the Improvement Process

Phase 1: February 2018 YEAR 0

Phase 2: May 2018 YEAR 1

Phase 3: Submission of CCIP/OIP June 30, 2018

- Intended to gauge the overall health of the system at local, regional and state levels based on common criteria.
- Requires evaluation of all aspects of the improvement process, including degree of implementation and impact of improvement efforts on student achievement.
- Calls for formative and summative evaluation by answering six evaluation questions in the IMM.

Liberty High School Team 5-Step Process Meeting Agenda and Minutes Template

Date Time Site

Facilitator:

Timekeeper:

Recorder:

Team Members Present:

1.	2.	3.	4.
5.	6.	7.	8.
9.	10.	11.	12.
13.	14.	15.	16.

Today's Agenda (Copy of the agenda needs to be pasted here)

Step 1: Collect and chart adult implementation and student performance data	<ul style="list-style-type: none">• <i>Data is available from all TBTs for all students and subgroups</i>• <i>Analysis is done</i>• <i>Data provided prior to meeting</i>	<ul style="list-style-type: none">• <i>Data is available from the BLT and/or building personnel</i>• <i>Analysis is done</i>• <i>Data provided prior to meeting</i>
<ul style="list-style-type: none">▪ What data have been collected by: TBTs? BLT Members or building personnel?		
Step 2: Analyze adult implementation and student performance relative to the data	<ul style="list-style-type: none">• <i>Determine overall student strengths and areas of concern by grade levels, subject areas, etc.</i>• <i>Are there patterns, trends and urgent needs?</i>• <i>Identify points of possible replication, e.g., high performing grade/subject areas, strong performance in skill/content areas, etc.</i>	<div><ul style="list-style-type: none">• <i>Determine overall adult performance strengths and areas of concern by grade levels, subject areas, etc.</i>• <i>Are there patterns, trends, and urgent needs?</i>• <i>Identify points of possible replication, e.g., high performing TBTs, effective instructional strategies, etc.</i></div> <div><i>Develop feedback to TBTs relative to:</i><ul style="list-style-type: none">• <i>Growth/areas of concern in student performance</i>• <i>Growth/areas of concern in adult performance</i>• <i>Grade-levels, subject areas that may be worthy of replication</i>• <i>Specific professional development/support that the district or building will provide</i>• <i>Expectations for improvement/changes</i></div>
What does the data tell you about the students’ learning and adult performance within and across grade levels, subject areas?		
Step 3: Review and/or refine the building focused action steps relative to the data and TBT needs	<i>Develop or refine the following if needed:</i> <ul style="list-style-type: none">• <i>Adult implementation indicator(s)/"look fors"</i>• <i>Student performance indicator(s)/assessments(s) used</i>	

What changes to the plan need to be made to ensure fidelity of implementation and desired results?			
Step 4: Establish building-wide implementation and monitoring actions/tasks for Step 3.	<ul style="list-style-type: none">• <i>Develop or refine actions steps to implement/maintain/monitor professional learning based on building and TBT data and/or instructional needs - aligned to plan, job embedded and ongoing, differentiated based on student and adult data</i>• <i>Administrator walk-throughs are tied to the strategies/actions</i>	<ul style="list-style-type: none">• <i>Determine how the BLT will execute the action steps/tasks</i>• <i>Determine how and when feedback is provided to TBTs (see Step 2)</i>	
What does the DLT/CSLT need to change to ensure district-wide implementation? What will administrators observe in the classrooms?			
Step 5: Define adult and student data for review at next meeting	<ul style="list-style-type: none">• <i>Everyone comes with the data ready</i>	<ul style="list-style-type: none">• <i>Best practices shared from TBTs that had high student results on post-test</i>	<ul style="list-style-type: none">• <i>Includes pre data and post for all students and any subgroups</i>• <i>Data from TBTs provided on common form</i>
What does the post-data look like? What proved to be successful?			
Meeting Evaluation	<ul style="list-style-type: none">• <i>What was our level of implementation - full, partial, not at all?</i>	<ul style="list-style-type: none">• <i>What did we learn - successes and obstacles?</i>• <i>Reflections</i>	<ul style="list-style-type: none">• <i>Our recommendation: continue with this strategy for..., select alternative, adapt, obtain PD, receive support.</i>
What was successful? What needs to be revised or changed?			
Communicate	<ul style="list-style-type: none">• <i>What message(s) needs to be delivered?</i>• <i>How will the message(s) be delivered?</i>	<ul style="list-style-type: none">• <i>Who needs to receive the message(s) ...students, families, DLT/CSLT, building personnel, Board members, other stakeholders?</i>• <i>What feedback, if any, is needed?</i>	
How will two-way communication be accomplished?			
Assignments/Next Steps	<ul style="list-style-type: none">• <i>What needs to be done between now and the next meeting?</i>• <i>Who is assigned to do it?</i>	<ul style="list-style-type: none">• <i>What do we need to bring to the next meeting?</i>	
What are the next steps to prepare for the next meeting?			

PARKING LOT (What other issues need to be addressed at another date?)

▪

The Ohio Improvement Process (OIP) Resources were co-developed by the Ohio Department of Education, State-Level Design Team and the Great Lakes East Comprehensive Center, funded by the U.S. Department of Education and administered by Learning Point Associates, an affiliate of American Institutes for Research. Co-development of some resources were also supported through a U.S. Department of Education, Office of Special Education Program grant #H323A070014-11. The content does not necessarily reflect the position or policy of the U.S Department of Education, nor does mention or visual representation of trade names, commercial products, or organizations imply endorsement by the federal government. The content does reflect the position and policies of the Ohio Department of Education, and the Department endorses specific processes, procedures and programs mentioned.

Liberty High School

Teacher-Based Team 5-Step Process Meeting Agenda and Minutes Template

Date Time Site

Department/Grade level:

Department/ Grade level Chairperson/Facilitator:

Recorder:

Timekeeper:

Team Members Present:

1.	2.	3.	4.
5.	6.	7.	8.

Reminder: The team is advised to review the building plan to ensure the work of the team is leading toward attainment of the goals, strategies and indicators described in the plan.

Note: The times indicated for each step are suggestions and may take longer based on a variety of variables, e.g., number of team members, the degree to which team members come to the meeting prepared. It is not intended for a TBT to complete all 5 steps in one meeting. The number of meetings will vary based on time needed for implementation, administration of assessments and other variables.

Step 1: Collect and chart data to identify how students are performing/progressing (suggested 5 min. to combine each classroom's data)	<ul style="list-style-type: none"> • Data is ready and brought by all teachers using common forms. • Item analysis is done • Data provided prior to meeting 	<ul style="list-style-type: none"> • Includes # and % of students tested/proficient and not proficient 	<ul style="list-style-type: none"> • Subgroup data is reported • Determine benchmark score for grouping criteria
What data has been collected by the TBT? Note: Use chart on the last page to compile each classroom's data.			
Step 2: Analyze student work specific to the data (suggested 10-15 min.)	<ul style="list-style-type: none"> • Determine overall student strengths. • Are there patterns or trends? 	<ul style="list-style-type: none"> • Were there common errors? • Are there urgent needs? 	<ul style="list-style-type: none"> • Were there misconceptions? • Prioritize needs for next steps.

What does the data tell you about the students' learning? (suggested 15-20 min.)			
Step 3: Establish shared expectations for implementing specific effective changes in the classroom	<ul style="list-style-type: none">How will students be grouped for instruction?What differentiated strategies will be used?	<ul style="list-style-type: none">When will this instruction happen, e.g., during core class, intervention period, enrichment time, after-school tutoring?What support/training in a specific strategy is needed?	<ul style="list-style-type: none">Determine length/frequency of instruction. How many minutes/days and weeks?Decide on post assessment.
What instructional strategies will be employed in the classroom to address individual student needs?			
Step 4: Implement changes consistently across all classrooms	<ul style="list-style-type: none">Tie walk-throughs to the strategies the TBT has chosen to implement.Re-assess students.	<ul style="list-style-type: none">Ensure feedback is provided to the staff.Peer to peer classroom visits can occur to work as a team on tuning the instructional strategy.	
What will be observed in the classrooms? What will the teacher be doing? What will the students be doing?			
Step 5: Collect, chart and analyze pre/post data and determine effectiveness of practices. (suggested 20-35 min.)	<ul style="list-style-type: none">Everyone comes with assessments scored and data ready.	<ul style="list-style-type: none">Best practices shared from classroom teachers with high student results on post-test	<ul style="list-style-type: none">Include pre data and post data for all students and any subgroupsUse same chart from Step 1 to collect/record data
What does the post-data look like? What instructional practices proved to be successful? Note: Use chart on the last page to compile each classroom's data.			
Meeting Evaluation	<ul style="list-style-type: none">What was the level of implementation of the 5-Step Process - full, partial, not at	<ul style="list-style-type: none">What did we learn - successes and obstacles?	<ul style="list-style-type: none">What do we need as a result of this meeting... obtain PD, receive support, additional

	<i>all?</i>	• <i>Reflections</i>	<i>resources, etc.</i>
What was successful? What needs to be revised or changed?			
Communicate	<ul style="list-style-type: none"> • <i>What message(s) needs to be delivered?</i> • <i>How will the message be delivered?</i> 	<ul style="list-style-type: none"> • <i>Who needs to receive the message ...students, families, other TBTs, BLT?</i> • <i>What feedback, if any, is needed?</i> 	
How will two-way communication be accomplished?			
Assignments/Next Steps	<ul style="list-style-type: none"> • <i>What needs to be done between now and the next meeting?</i> • <i>Who is assigned to do it?</i> 	<ul style="list-style-type: none"> • <i>What do we need to bring to the next meeting?</i> 	
What are the next steps to prepare for the next meeting?			
PARKING LOT (What other issues need to be addressed at another date ?) <ul style="list-style-type: none"> • 			

Pre/Post Test Data – Compiled By Classroom

Date Pre-Test_____ Date Post-Test_____ Strategy/ies Used _____ Frequency of Use_____

Teacher (Data without subgroup students included)	# students took PRE test	# students took POST test	# students and % PROFICIENT PRE	# students and % PROFICIENT POST	# students and % CLOSE to Proficient PRE	# students and % CLOSE to Proficient POST	# students and % FAR from Proficient PRE	# students and % FAR from Proficient POST
Total without subgroup data								
SUBGROUP DATA	# students took PRE test	# students took POST test	# students and % PROFICIENT PRE	# students and % PROFICIENT POST	# students and % CLOSE to Proficient PRE	# students and % CLOSE to Proficient POST	# students and % FAR from Proficient PRE	# students and % FAR from Proficient POST
Total ALL students								

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Monitoring Student Learning

Purpose: Although Resident Educators will collect multiple sources of evidence of student learning throughout the year, this data inventory allows REs to identify a limited number of students and to monitor their learning in-depth. This process will help REs assess the effectiveness of their instructional practices. Monitoring a limited number of students can help the RE feel less overwhelmed by the range of learner needs within the classroom.

Directions:

1. Together, mentors and Resident Educators identify two students from two different instructional groups.
2. Resident Educators complete the *Monitoring Student Learning* data inventory below.
3. Once the *Monitoring Student Learning* data inventory is complete, mentors and Resident Educators can move into the planning phase of the Teaching-Learning Cycle.

MONITORING STUDENT LEARNING

Resident Educator:		Date Completed:	
Grade Level/Subject Area:		Grade Level/Subject Area:	
Student Name (First Name Only)		Student Name (First Name Only)	
Student Profile: Gender, Age		Student Profile: Gender, Age	
Description of Learning Concerns:		Description of Learning Concerns:	
Relevant Data	Data Source	Relevant Data	Data Source



Resident Educator Year 1 Self-Assessment Summary

Resident Educator:**Mentor:****Grade Level/Subject Area:****Date:****Directions:**

1. List strengths and areas for growth based on the first-year self-assessment.
2. Identify two priority areas for growth on which you will base your goals.
3. Review this document with your mentor, revise areas for growth as needed, and use this information for goal setting.

Strengths (Proficient)	Standard	Areas for Growth (Developing)
	Standard 1: Students <ul style="list-style-type: none">• Knowledge of student development and prior learning• Relationships with students	
	Standard 2: Content <ul style="list-style-type: none">• Planning and instruction using knowledge of learning and content-specific strategies• Understanding assigned content and curriculum	
	Standard 3: Assessment <ul style="list-style-type: none">• Variety of formal and informal assessments• Alignment of standards, curriculum and instruction with assessments	
	Standard 4: Instruction <ul style="list-style-type: none">• Data-based goals• Research-based instructional activities• Appropriate instruction• Content linked with past and future learning• Differentiated scope and sequence of content as needed	
	Standard 5: Learning Environment <ul style="list-style-type: none">• Promotion of respect, cooperation and collaboration among students• Use of flexible learning and grouping strategies• Appropriate use of instructional time	
	Standard 6: Collaboration and Communication <ul style="list-style-type: none">• Effective communication strategies within the classroom• Use of variety of communication strategies with those outside the classroom	
	Standard 7: Professional Responsibility and Growth <ul style="list-style-type: none">• Adherence to district, state and federal regulations• Identification of areas of professional growth• Targeted goals• Participation in relevant professional development	

**Introduction to the *Goal-Setting Template***

Purpose: The Professional Goals-Setting Template allows mentors and Resident Educators to collaborate on a goal-setting process to guide the RE's growth for the academic year.

Directions:

1. Collaboratively with your evaluator and mentor, identify **two** goals that are specific, measurable, attainable, relevant, and time-bound (SMART). These should align with the two priorities identified on the *Self-Assessment Summary for Resident Educators* and other data.
2. Identify strategies needed and specify action steps to meet each goal, with a clear timeline, and evidence that will show completion of each goal. Use **two** goal-setting templates (one for each goal).
3. At mid-year and end-of-year, review your progress toward goal attainment, outlining the actions taken and the evidence which supports it. Revise goals as needed.

**Goal-Setting Template**

Resident Educator:

Mentor:

Grade Level/Subject Area:

Date:

SMART GOAL #1

Strategies needed to attain goal:

Beginning of Year**Planned Action Steps****Timeline****Evidence Indicators/Outcomes****Resources Needed****Mid-Year Review****Planned Action Steps****Timeline****Evidence Indicators/Outcomes****Resources Needed**



End-of-Year Review	
Planned Action Steps	Timeline
Evidence Indicators/Outcomes	Resources Needed



Goal-Setting Template

Resident Educator:

Mentor:

Grade Level/Subject Area:

Date:

SMART GOAL #2

Strategies needed to attain goal:

Beginning of Year

Planned Action Steps

Timeline

Evidence Indicators/Outcomes

Resources Needed

Mid-Year Review

Planned Action Steps

Timeline

Evidence Indicators/Outcomes

Resources Needed



End-of-Year Review	
Planned Action Steps	Timeline
Evidence Indicators/Outcomes	Resources Needed



End-of-Year Reflection on Professional Goals

Directions:

- Consider your professional practice over the past year, in terms of the goals set aside and the evidence collected.
- Answer each of the following questions.

SMART GOAL #1:

1. Summarize your progress in the goal area. How did your progress in this area affect student learning and achievement?
2. If you met your goal, what contributed to your success?
3. If you did not meet your goal, what were barriers to your success?

SMART GOAL #2:

4. Summarize your progress in the goal area. How did your progress in this area affect student learning and achievement?
5. If you met your goal, what contributed to your success?
6. If you did not meet your goal, what were barriers to your success?

OVERALL:

7. Of what are you most proud when you look back at the academic year?
8. What are possible areas for growth in the upcoming academic year?

RESIDENT EDUCATOR PROGRAM

5:00PM - 7:00PM

Wright Prep Academy

1500 Superior SW, Canton

March	21	Maureen Businger	ODE Resources Charter Schools Cambridge Education Group RESA Program Outline and Assignments with Due Dates OTES Outline and Assignments with Due Dates
	28	Maureen Businger	Data and Data Analysis NWEA Knowledge Academy
April	4	Andrea Pat Cole	Curriculum - Understanding the Curriculum and Instructional Strategies Stations
	11	Andrea	Using McGraw - Hill and Cambridge Resources
	18	Audra Bobbs	Special Education 101 - Tracking communication, documenting and providing services outlined on the IEP
	25	Joy	Collaboration, Team, Culture
May	2	Kristen Clotworthy	TBT 5 Step Process
	9	Leeanna Simmons	Communication
	16	Jessica Anderson	Title 1
	23	Kristen CLotworthy	TBT
	30	Kristen CLotworthy	TBT

Individual Professional Development Plan / Goal Sheet

Name:	Submission Date:
Building/Assignment:	
Type of Certificate/License:	
Area of Licensure:	
Issue Date:	Effective Date:
	Expiration Date:
Plan Type Select one: <input type="checkbox"/> Initial Proposal <input type="checkbox"/> Revised Proposal <input type="checkbox"/> Amended Proposal	
IPDP Effective Date: From _____ to _____	
Renewal Cycle Select one: <input type="checkbox"/> Transitioning from certificate to license <input type="checkbox"/> 1 st renewal of 5-year license <input type="checkbox"/> 2 nd renewal of 5-year license <input type="checkbox"/> 3 rd + renewal of 5-year license	
Goals List 3-5 goals for your professional development learning. Within each goal, include three distinct aspects: (1) intention to engage in learning; (2) focus for learning; and (3) rationale for & application of learning. Indicate which Ohio Educator Standard(s) each goal reflects. (See sample goal below.)	
Sample Goal: <i>I will increase my knowledge of strategies to manage groups of students in order to improve classroom discipline.</i> Educator Standards: <i>Teacher Standard #1, Teachers understand student learning & development and respect the diversity of the students they teach.</i> <i>Teacher Standard #5, Teachers create learning environments that promote high levels of learning & achievement for all students.</i>	
Goal 1 Educator Standard	
Goal 2 Educator Standard	
Goal 3 Educator Standard	

Additional goals (if applicable):

DO NOT MARK BELOW THIS LINE. FOR LPDC USE ONLY.

D Revise/Resubmit
Revision Advice:

-OR-

D Approved as written

Approval Signature_____ **Date**_____



Submission Form for Pre-Approval & Approval of Professional Development

School Name: _____

Date: _____

LPDC Representative Name: _____

Pre-Approvals				Approved/ Not approved	
College Coursework					
(name)	(Course Title and Description, Ohio PD standard)				
Independent Study					
(name)	(Description, Rationale and Proposed hours, IPDP goal connection, Ohio PD standard)				
Individual PD					
(name)	(professional development, Ohio PD standard?)				
Approvals		CEU 1=10	Contact Hours	REP INT	appr oved
Conferences (Ohio PD standard)					
Committee Work (OIP etc.)					

Trainings (Ohio PD standard)					
College Credits (Ohio PD standard)					
IPDP Approvals		Licence Effective Date		Submission Date	
License Renewals		180 Contact Hours		New License Effective Date	
(Name)					

Attachment 6.3d6b_WalkThroughTool

	Focus for Learning				
	Are goal sheets visible and completed by teacher?	Y	N		4/4 Meets Expectations
	Are the majority of students 'prepared to learn?' (ie: materials)	Y	N		2-3 Approaching Expectations
	Is the teacher engaged in the learning process?	Y	N		0-1 below Expectations
	Is the teacher committed to the knowledge and delivery of content?	Y	N		
	Comments (required)				
	Knowledge of Students				
	Teacher exhibits effective and appropriate dialog with students	Y	N		4/4 Meets Expectations
	Teacher treats students fairly and with respect	Y	N		2-3 Approaching Expectations
	Teacher demonstrates knowledge of students' development//learning style and background	Y	N		0-1 below Expectations
	Teacher can articulate specific strategies, content and delivery to meet individual needs	Y	N		
	Comments: (required)				
	Differentiation				
	Teacher uses a variety of strategies rather than a single strategy to provide instruction	Y	N		4/4 Meets Expectations
	Teacher is supporting students preferred learning style	Y	N		2-3 Approaching Expectations
	Student work is displayed and shows evidence of a variety of learning styles	Y	N		0-1 below Expectations
	Evidence of collaboration among content area teacher and IS to ensure students are receiving appropriate accommodations.	Y	N		
	Comments: (required)				
	Classroom Environment				
	Routines and procedures for classroom expectations are evident	Y	N		
	Teacher has positive rapport with students and is evident when communicating expectations	Y	N		4/4 Meets Expectations

	Clear expectations for behavior are evident and clear	Y	N		2-3 Approaching Expectations
	Majority of students are on task and engaged	Y	N		0-1 below Expecations

Levels of Tiered Intervention Overview

Elements	Tier 1 Primary Prevention Core Instruction	Tier 1 Primary Prevention Classroom Intervention Core +Classroom Intervention	Tier 2 Supplemental Intervention Core + Supplemental Instruction	Tier 3 Intensive Intervention Core + Supplemental and/or intensive
Size of Instructional Group	Whole Class, Differentiated or Flexible Grouping	Small Group-Up to 6 students	Small Group (3-5 students)	Individualized or Small group instruction (1-3)
Cut Point/Entrance Criteria	All students	Any student scoring between the 40 th percentile and 59 th percentile on NWEA screener **	Varies but typically 3 data points below grade level NWEA MAP percentile score between 20 th - 39 th .	Students scoring below the 20 th percentile on their universal screener
Frequency of Intervention Provided	90 Minute Block, daily	Minimum 3 times a week, at least 20 minutes	Minimum 3 days a week, 20-30 minutes	Minimum 4 days a week, minimum 30 minutes
Duration of Intervention	School Year	Minimum of 4- 6 weeks	Minimum of 4- 6 weeks	Minimum of 4- 6 weeks
Intervention Integrity	Daily Lesson Plans, Observations	Daily Lesson plans, Intervention Log , Progress Monitoring Data	Intervention Log , Progress Monitoring Data	Intervention Log , Progress Monitoring Data
Intervention Tools	Daily Instruction, Differentiation	Foundations 2 nd Dose, Foundations Fluency Kit, Just Words Program, online Google database	Foundations: 2 nd Dose, Fluency Kit, Just Words Program Just Words Program, online Google database	Foundations: 2 nd Dose, Fluency Kit, Just Words Program, Wilson Reading, online Google database
Frequency of Progress Monitoring	Screening Measures 3 times a year	Varies, every 2-3 weeks	Minimum once every two weeks	Minimum weekly
Progress Monitoring Tools	Curriculum Based Assessments, Foundations Unit Assessments, Exit Tickets, Etc.	Foundations Unit Assessments, Foundations Fluency, Easy CBM, Foundations/Just Words Progress Monitoring	Foundations Unit Assessments, Foundations Fluency, Foundations/Just Words Progress Monitoring, Easy CBM	Wilson Assessments, Foundations Unit Assessments, Foundations Fluency, Foundations/Just Words Progress Monitoring, Easy CBM
Procedures for Adjusting Intervention		TBT collaboration, RTI team referral	TBT collaboration, RTI Meetings, Frequent Communication between Tier 1 and Tier 2 provider	TBT collaboration, RTI Meetings, Frequent Communication between all Tier providers

****Technically all students below the 60th percentile should also be receiving interventions in the classroom, in addition to any supplemental service that may be provided.***

Dropout Prevention and Recovery Schools
and
Ohio Department of Education



Measures of Academic Progress (MAP)

2016-2017



Support Team

The assessments referred to within this Test Administration Manual are created and maintained by Northwest Evaluation Association (NWEA). If you have questions or need assistance, please contact:

Julia Watkins, Senior Account Manager

Phone 317.331.8950

Julia.watkins@nwea.org

NWEA Technical Support

877-469-3287

techsupport@nwea.org

Ohio Department of Education, Dropout Prevention and Recovery FAQ

<http://education.ohio.gov/Topics/Community-Schools/Drop-Out-Prevention-and-Recovery/Dropout-Prevention-and-Recovery-FAQs>

Testing Dates and Schedules

The Ohio DOPR testing dates are:

Fall 2016	Winter 2016 (optional)	Spring 2017
August 15- November 30	December 1- February 28	March 1- June 15

Required test names show as follows:

Math	Reading
MAP: Math 6+ OH 2011 (CCSS) V2	MAP: Reading 6+ OH 2011 (CCSS) V2

It is recommended that you have at least 22 weeks between test periods (fall-spring) and no fewer than 9 weeks between fall and winter or winter and spring administrations.

Accommodations

The adaptive nature of the MAP assessment makes it appropriate for students with a wide range of skills and needs. For NWEA's guidance on information related to accommodations, please visit <http://www.nwea.org/accommodations> .

Roles and Responsibilities

Web-based MAP

Support materials and tutorials are accessible through the MAP Administration and Reporting Center (MARC) at teach.mapnwea.org Each account login provides information relevant to the role it was assigned (Instructor, Proctor, Data Administrator, Assessment Coordinator, and/or Administrator).

The screenshot displays the NWEA MAP Administration and Reporting Center (MARC) website. At the top, the NWEA logo is on the left, and the text "Measures of Academic Progress®" is in the center. On the right, there is a login field with the placeholder text "Log in as: name.lastname@nwea.org" and a "Log In" button. Navigation links for "Home", "Help", "Contact", "Change Password", and "Logout" are also present.

A dark blue sidebar on the left contains a menu with the following items: "IMPORT PROFILES", "MANAGE USERS", "MANAGE STUDENTS", "MANAGE TEST SESSIONS", "VIEW REPORTS & INSTRUCTIONAL RESOURCES" (with a dropdown arrow), and "MODIFY PREFERENCES" (with a dropdown arrow).

The main content area is divided into several sections:

- MAP® Essentials Online Training**
 - [Short tutorials to get you started](#)
- Using MAP®**
 - [Helpful topics to guide your way](#)
- Quick References**
 - [Key information in printable form](#)

To the right of these sections is a photograph of a young boy in a red jacket and blue jeans, carrying a backpack and walking towards a yellow school bus.

Below these sections is a light blue header for the **Information Center**. Under this header, there are four columns of links:

- Test Warm-Ups**
 - [MAP® Test Warm-Up](#)
 - [MAP® for Primary Grades Test Warm-Up](#)
- Links**
 - [SPARK Community](#)
 - [Kingsbury Center](#)
 - [Release Notes](#)
- Downloads - Lockdown Browsers**
 - [PC Version](#)
 - [Mac® Version](#)
- Templates**
 - [Roster File Template](#)
 - [Programs File Template](#)

Rostering Students and Teachers

A Roster File (CRF) is required each season. The Roster File (CRF) enrolls students for testing and sets the class structures and groups for your online reports.

- **School Name (In MARC): This should be the school state IRN**
- **Student IDs: EMIS State Student ID numbers must be used**

Schools will enroll students for testing using the Roster File. Your school imports and posts the Roster File through your MARC to specify which students you will be testing and classes or groups you need to see in reports. The validity of your reports depends upon the quality of the Roster File. **NWEA recommends you import your Roster File at least one week prior to your testing window.**

Part one: Create the Roster File, saving both as .csv files. Templates for both files can be found on the home page of your MARC (teach.mapnwea.org). Any questions around creating the Roster File are best directed to tech support, 877.469.3287

Part two: Import the files to your MARC .

1. Log into your school's MARC at <https://teach.mapnwea.org>.
2. Click the Import Profiles link from the left-hand navigation menu.
3. Click Start New Import within the Import Status window
4. Follow steps on-screen to import your Roster File.

Part three: Work through on-screen steps to reconcile any errors the system finds with the files. Your files need to have a status of 'Posted' in order for students to test.

Professional Development Available

Applying Reports Workshop

Once you are comfortable with the basics of administering MAP, get hands-on with the rich data in your reports in this on-site workshop. Ensure informed use of MAP data among teachers, administrators, and instructional specialists. Gain strategies for using reports in focused goal setting (opportunities/sessions) that provide teachers with ways to maximize student growth.

Available 3-hour modules to choose from:

- **Essential Reports for Teachers**
- **Student Goal Setting and Growth**
- **Essential Reports for Primary Teachers**
- **Essential Reports for Administrators**

Informing Instruction Workshop

Enable teachers and instructional leaders to dive deeper into classroom applications of MAP reports in this on-site workshop. Support differentiated instruction and meet the needs of every student through the use of flexible groupings and instructional ladders based on your MAP results.

Available 3-hour modules to choose from:

- **Instructional Ladders**
- **Differentiated Instruction**

Focusing on Growth Workshop

Once you have a full year of MAP data under your belt, help administrators and instructional leaders explore longitudinal growth to identify significant trends, strengths and areas of concern in this on-site workshop. Use this analysis to set goals at all levels (district, school, grade, class, and student) to support school or district improvement plans.

Available 3-hour modules to choose from:

- **Investigating Growth**
- **District and School Goal Setting**

Data Coaching Services

Data Coaching Services are for school leadership teams who desire support for identifying goals and partnering on action plans to improve student learning outcomes. NWEA Coaches work with each school to design, implement, and sustain effective professional practices. As an integral component of a comprehensive professional development plan, Coaches provide support and guidance for the development of reflective professional practice and self-directed professional learning aligned with improved student outcomes.

NWEA Data Coaching is uniquely positioned to accelerate professional learning by extending and deepening opportunities for application, generalization, transfer, and integration of professional learning within “real-life,” day- to-day work environments and to help schools to develop collaborative groups focused on growth data and goals for student learning. Participants will utilize multiple data sources.

Data coaching can be scheduled as a full day, or as a ½ day in conjunction with a module from another workshop listed above.

Building Your Formative Assessment Practice Workshop

In this practical introduction to formative assessment practice, participants will develop an understanding of the role of formative assessment within a balanced assessment system and learn to put four foundational formative assessment practices to use in the classroom:

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

Participants will not only learn about but also experience these formative assessment practices during the workshop. They'll get a chance to choose learning centers based on personal preference, review the research behind the practices, and plan specific next steps to apply the learning to their own instruction immediately.

If you're using Measures of Academic Progress® (MAP®) to help track and guide student growth throughout the year, note that the classroom strategies covered in this workshop are a great complement to your interim growth data. Research shows that these quick, minute-to-minute practical strategies boost student engagement and growth and help teachers continue to check in with students and differentiate learning in between interim assessments.

NWEA Norms, Standards Alignments and Linking Studies

2015 NWEA MAP Comparative Data to Inform Instruction

When educators are armed with MAP interim assessment data, they are better prepared to meet their students when and where they need support the most. Use the comparative data as one of your data points for instructional decision making. While not intended for use as a single placement guide, these data can help inform a variety of programmatic and instructional decisions, including:

- identifying and qualifying students for various instructional strategies
- guiding teachers who do not regularly make decisions on instructional program choices for students
- scheduling and grouping to meet students' learning needs
- screening for special or alternative instruction

Use the following link to access the 2015 NWEA Comparative Data -

<https://www.nwea.org/resources/2015-comparative-data/>

2015 NWEA MAP Normative Data

By using carefully constructed measurement scales that span grades, MAP offers educators efficient and very accurate estimates of student achievement status within a subject. Before achievement test scores can be useful to educators, however, they need to be evaluated within a context. To that end, 2015 RIT Scale Norms allow educators to compare achievement status—and changes in achievement status (growth) between test occasions—to students' performance in the same grade at a comparable stage of the school year. This contextualizing of student performance:

- helps teachers as they plan instruction for individual students or confer with parents
- supports school and district administrators as they focus on allocating resources
- empowers school staff as they work to improve all educational outcomes

Use the following link to access the 2015 Normative Data -

<https://www.nwea.org/resources/2015-normative-data/>

Standards Alignment and Linking Studies

Educators need assessment data that meet their unique needs, data they can interpret and use to assess and inform instruction. To help boost academic achievement and growth across the U.S., we rigorously align Measures of Academic Progress® (MAP®) to state content standards, including the Common Core State Standards.

Use the following link to review your state's standards and NWEA's most current linking studies - <https://www.nwea.org/assessments/standards-alignment/>.

ATTACHMENT 8.3

DISMISSAL OF STAFF

a.) Dismissal Procedures for Staff and The Plan for Disposition of Employees

Dismissal and Disciplinary Procedure for Staff

The School is an “At Will” employer and employees may be terminated without cause. Listed below are some reasons why an employee may be terminated or disciplined.

- Theft or dishonesty
- Intentional destruction or unauthorized use of School property
- Falsification of School records
- Unacceptable work performance, including irregular or tardy attendance
- Threatening harassing, assaulting or abusing any student, employee or visitor
- Sexual harassment
- Fighting physical violence or verbal abuse
- Violation of the drug, alcohol or smoking policies
- Neglect of duty
- Insubordination
- Failure to adhere to the mission and/or policies of the School
- Other behavior seriously detrimental to the successful operation of the school or student performance

Disposition of Employees if School Sponsor Contract is Terminated In the event that the School’s community school contract is terminated and not renewed under R.C. 3314.07, the School will make all reasonable efforts to help employees secure positions with other schools managed by Cambridge Education Group or other employers and will assist employees in obtaining government benefits to which they are entitled under law. In addition, the Governing Authority or Cambridge Education Group will ensure:

1. that each staff member’s LPDC information is current and up to date,
2. that the staff is reminded of their obligation to teach up until the date of the closing or as required by contract,
3. that the school staff members have sponsor contact information,
4. that the staff will be provided information on unemployment, COBRA eligibility, STRS/SERS implications, and
5. that the staff will receive clear timelines and procedures for the closing.

ATTACHMENT 8.4

EMPLOYEE BENEFITS

Liberty High School (LHS) will provide its employees with quality, affordable, and competitive healthcare benefits as a part of its total compensation package.

Health insurance is available with a company contribution towards the premiums for all full time employees once they have met a 60 day waiting period. Each full time employee who elects healthcare will have the option of enrolling in medical, dental, and/or vision coverages as an individual or may include immediate family members.

Health insurance benefit plans are subject to change at the discretion of the Company.

Retirement contributions are made through State Teachers Retirement (STRS) for certified staff and School Employees Retirement (SERS) for classified staff.

LHS employees also accrue paid time off (PTO) days as per the employee handbook.

Liberty High School - 5-Year Projection

	FY 18	FY 19	FY 20	FY 21	FY 22	Budget Assumptions
Enrollment Ranges	Min 75/ Max 125	Min 125/ Max 175	Min 175/ Max 225	Min 225/ Max 250	Min 225/ Max 275	
Funded FTE	110	160	200	225	225	
Revenues						
State Basic Aid	\$ 770,000	\$ 1,120,000	\$ 1,400,000	\$ 1,575,000	\$ 1,575,000	Based on FTE of 7,000 per student
CTE (Vocational) Funding	-	160,000	200,000	225,000	225,000	Historically \$1,000 per student
Lunch Program	15,400	22,400	28,000	31,500	31,500	Estimate based on history
Federal Programs	110,000	160,000	200,000	225,000	225,000	Projected Revenue from Title I, IDEA, @ 1,000 Per student
Other Revenue	5,500	8,000	10,000	11,250	11,250	Casino Funding
Total Revenues	900,900	1,470,400	1,838,000	2,067,750	2,067,750	
Expenditures						
100 - Salaries						
Instructional Classroom Teachers	148,000	148,000	185,000	222,000	222,000	Teachers @ 37,000 Avg Salary
Special Ed / Resource Teachers	41,000	61,500	123,000	123,000	123,000	Specialty Teachers @ 41,000 Avg Salary
Administrators	70,000	75,000	125,000	125,000	125,000	1 school Principal + Asst. Principal
Administrative Assistants	40,000	90,000	105,500	105,500	105,500	1-2 clerical
Total Salaries	299,000	374,500	538,500	575,500	575,500	
200 - Benefits						
Retirement	41,860	52,430	75,390	80,570	80,570	14% of Instructional Salaries
Medicare	4,336	5,430	7,808	8,345	8,345	1.45% of Instructional Salaries
Group Insurance	44,850	56,175	80,775	86,325	86,325	Estimate based on history
Workers Compensation	2,990	3,745	5,385	5,755	5,755	Estimate based on history
Unemployment Compensation	2,700	2,700	2,700	2,700	2,700	Estimate based on history
Total Benefits	96,736	120,480	172,058	183,695	183,695	
400 - Purchased Services						
Instructional Contracted Services	4,000	7,500	10,000	15,000	15,000	Speech and language specialists
SpEd Contracted Services	4,800	7,500	10,000	15,000	15,000	Psych Services
Staff Development	10,000	7,500	7,500	7,500	7,500	Estimated professional development
Other Consultants	10,000	10,000	10,000	10,000	10,000	Misc. Consulting
Legal Expense	18,000	15,000	15,000	15,000	15,000	Estimate based history
Sponsor Fees	23,100	38,400	48,000	54,000	54,000	Sponsor Fee is 3%
Board Member Stipends	7,500	7,500	7,500	7,500	7,500	12 meetings/5 board members at \$125 meeting
Management Fee	158,400	259,200	324,000	364,500	364,500	Agreement with CEG (18%)
Board Treasurer	32,000	32,000	32,000	32,000	32,000	Contract amount
Audit Fees	-	10,000	10,000	10,000	10,000	Annual CPA audit
Payroll Service	3,000	3,745	5,385	5,755	5,755	Payroll processing service / fees
Technology Support & Service	30,000	36,000	36,000	36,000	36,000	ITC fees, Firewall, Desktop & Network Support, Help Desk, Maint
School Advertising	30,000	30,000	25,000	25,000	20,000	Print ads, bus ads, billboard, mailings, brochures
Communications	12,000	12,000	12,000	12,000	12,000	Internet, phone, fax
Facility Lease	150,000	150,000	150,000	150,000	150,000	Projected lease amount
Contract Custodial Service	12,000	15,000	15,000	15,000	15,000	Cleaning service
Contract Security Service	40,000	40,000	40,000	40,000	40,000	Security company
Water, Sewer, Garbage Collection	2,600	2,600	2,600	2,600	2,600	Utilities other than heating and cooling
Electricity / Gas	36,000	36,000	36,000	36,000	36,000	Heat and cooling, power
Repairs and Maintenance	5,000	6,000	6,000	6,000	6,000	Facilities repairs and maintenance
School Lunch	15,500	22,400	28,000	31,500	31,500	Assumed break even program
Contracted Transportation Services	15,000	29,000	33,000	37,000	37,000	Student transportation (bus passes)
Total Purchased Services	618,900	777,345	862,985	927,355	922,355	

	FY 18	FY 19	FY 20	FY 21	FY 22	Budget Assumptions
500 - Supplies and Materials						
Instructional Copy and Printing	5,000	5,000	7,500	7,500	7,500	Copier fees, misc printing
Instructional Materials	3,600	3,600	3,600	3,600	3,600	Estimate based on history
Instructional Classroom Software	27,500	40,000	50,000	56,250	56,250	Curriculum, test prep licenses, etc. (\$250/FTE)
SPeD Materials	1,800	1,800	1,800	1,800	2,400	Estimate based on history
Sch Admin Travel /Conferences /Workshops	3,600	3,600	3,600	3,600	3,600	Estimate based on history
School Admin Postage	600	600	600	600	600	Misc office postage / delivery
School Admin Office Expense	12,000	15,000	15,000	15,000	15,000	Office supplies, copier service / lease
Dues and Fees	3,600	3,600	3,600	3,600	3,600	Estimate based on history
Custodial Supplies	2,400	2,400	2,400	2,400	2,400	Estimate based on history
Total Supplies and Materials	60,100	75,600	88,100	94,350	94,950	
600 - Capital Expenditures						
Instructional Technology (Computers)	30,000	10,000	25,000	5,000	10,000	
Instructional Furniture and Equipment	25,000	5,000	10,000	-	-	
Admin Furniture and Equipment	5,000	-	-	-	-	
Total Capital Expenditures	60,000	15,000	35,000	5,000	10,000	
800 - Other						
Insurance	18,000	18,000	18,000	18,000	18,000	General liability, E&O, D&O
Student Educational Activities	3,000	10,000	12,000	12,000	12,000	Graduation, Field trips, college visits, other student programs
Debt Service	-	65,000	90,000	125,000	-	Repayment of financing
Misc Expense	2,000	2,000	2,000	2,000	2,000	
Total Other	23,000	95,000	122,000	157,000	32,000	
Total Expenditures	1,157,736	1,457,925	1,818,643	1,942,900	1,818,500	
Change in Net Assets	\$ (256,836)	\$ 12,475	\$ 19,357	\$ 124,850	\$ 249,250	
Financing (LOC/loan)	\$ 261,000	\$ -	\$ -	\$ -	\$ -	Estimated potential working capital financing
Per FTE Expenditures						
100- Salaries	\$ 2,718	\$ 2,341	\$ 2,693	\$ 2,558	\$ 2,558	
200- Benefits	\$ 879	\$ 753	\$ 860	\$ 816	\$ 816	
400 - Purchased services	\$ 5,626	\$ 4,858	\$ 4,315	\$ 4,122	\$ 4,099	
500- Supplies and Materials	\$ 546	\$ 473	\$ 441	\$ 419	\$ 422	
600 Capital Outlay	\$ 545	\$ 94	\$ 175	\$ 22	\$ 44	
800 Other	\$ 209	\$ 594	\$ 610	\$ 698	\$ 142	
Total Expenditure/FTE	\$ 10,525	\$ 9,112	\$ 9,093	\$ 8,635	\$ 8,082	
Instructional Expenditure/FTE	\$ 5,072	\$ 3,772	\$ 3,965	\$ 3,694	\$ 3,718	

Liberty HS 2017-2018 Forecast

[illegible]

Income	2023												Total FY18
	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	
Investment Earnings													
Unrestricted State Grants													
Foundation	-	-	-	256,667	64,167	64,167	64,167	64,167	64,167	64,167	64,167	64,167	770,000
CTE (Vocational) Funding	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Unrestricted State Grants	-	-	-	256,667	64,167	64,167	64,167	64,167	64,167	64,167	64,167	64,167	770,000
Restricted Grant In-Aid State													
School Lunch	-	-	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	2,809	15,400
Total Restricted Grant In-Aid State	-	-	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	2,809	15,400
Restricted Grant-In-Aid Fed													
Restricted Grant-In-Aid Fed	-	-	-	-	-	-	-	-	27,500	27,500	27,500	27,500	110,000
Total Restricted Grant-In-Aid Fed	-	-	-	-	-	-	-	-	27,500	27,500	27,500	27,500	110,000
Refund of Prior Year Expense	-	-	-	-	-	-	2,750	-	-	-	-	2,750	5,500
Total Income	-	-	1,409	258,076	65,576	65,576	68,326	65,576	93,076	93,076	93,076	97,226	900,900
Expense													
Salaries													
Instructional Classroom Teachers	12,333	12,333	12,333	12,333	12,333	12,333	12,333	12,333	12,333	12,333	12,333	12,333	148,000
Special Ed / Resource Teachers	3,417	3,417	3,417	3,417	3,417	3,417	3,417	3,417	3,417	3,417	3,417	3,417	41,000
Administrators	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	70,000
Administrative Assistants	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	40,000
Total Salaries	24,917	24,917	24,917	24,917	24,917	24,917	24,917	24,917	24,917	24,917	24,917	24,917	299,000
Benefits													
Retirement	3,488	3,488	3,488	3,488	3,488	3,488	3,488	3,488	3,488	3,488	3,488	3,488	41,860
Medicare	361	361	361	361	361	361	361	361	361	361	361	361	4,336
Group Insurance	3,738	3,738	3,738	3,738	3,738	3,738	3,738	3,738	3,738	3,738	3,738	3,738	44,850
Workers Compensation	249	249	249	249	249	249	249	249	249	249	249	249	2,990
Unemployment Compensation	225	225	225	225	225	225	225	225	225	225	225	225	2,700
Total Benefits	8,061	8,061	8,061	8,061	8,061	8,061	8,061	8,061	8,061	8,061	8,061	8,061	96,736
Purchased Services													
Instructional Contracted Services	-	364	364	364	364	364	364	364	364	364	364	364	4,000
SpEd Contracted Services	-	436	436	436	436	436	436	436	436	436	436	436	4,800
Staff Development	5,000	-	-	500	500	500	2,500	500	500	-	-	-	10,000
School Admin Contracted Consultants	-	909	909	909	909	909	909	909	909	909	909	909	10,000
Legal Expense	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Sponsor Fees	-	-	-	7,700	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	23,100
Board Member Stipends and meeting expenses	625	625	625	625	625	625	625	625	625	625	625	625	7,500
Management Fees	-	-	-	46,200	11,550	11,550	11,550	11,550	16,500	16,500	16,500	16,500	158,400
Board Treasurer	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	32,000
Audit Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll Service	250	250	250	250	250	250	250	250	250	250	250	250	3,000

	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Total FY18
Technology Support Service	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
School Advertising	7,500	7,500	5,000	500	500	500	3,500	500	500	500	500	3,000	30,000
Communications	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Facility Lease	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,000
Contract Custodial Service	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Contract Security Service	-	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	40,000
Water, Sewer, Garbage Collection	217	217	217	217	217	217	217	217	217	217	217	217	2,600
Electricity Gas	2,500	2,500	2,500	2,500	3,000	4,000	4,000	4,000	4,000	3,000	2,000	2,000	36,000
Repairs and Maintenance	417	417	417	417	417	417	417	417	417	417	417	417	5,000
School Lunch	-	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	15,500
Contracted Transportation Services	-	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	15,000
Total Purchased Services	37,675	40,793	38,293	88,193	48,268	49,268	54,268	49,268	54,218	52,718	51,718	54,218	618,900
Supplies and Materials													
Instructional Copy and Printing	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Instructional Materials	-	327	327	327	327	327	327	327	327	327	327	327	3,600
Instructional Classroom Software	-	-	6,875	-	-	6,875	-	-	6,875	-	-	6,875	27,500
SpEd Materials	-	164	164	164	164	164	164	164	164	164	164	164	1,800
School Admin Travel/Conferences/Workshops	300	300	300	300	300	300	300	300	300	300	300	300	3,600
School Admin Postage	50	50	50	50	50	50	50	50	50	50	50	50	600
School Admin Office Expense	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Dues and Fees	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Custodial Supplies	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Total Supplies and Materials	2,267	2,758	9,633	2,758	2,758	9,633	2,758	2,758	9,633	2,758	2,758	9,633	60,100
Capital Outlay													
Instructional Furniture and Equipment	-	12,500	12,500	-	-	-	-	-	-	-	-	-	25,000
Instructional Computer Hardware	-	15,000	15,000	-	-	-	-	-	-	-	-	-	30,000
Instructional Classroom Materials and Software	-	-	-	-	-	-	-	-	-	-	-	-	-
School Admin Furniture & Equipment	-	2,500	2,500	-	-	-	-	-	-	-	-	-	5,000
Total Capital Outlay	-	30,000	30,000	-	-	-	-	-	-	-	-	-	60,000
Other Expenses													
Insurance	7,500	7,500	-	-	-	-	3,000	-	-	-	-	-	18,000
Student Educational Activities			300	300	300	300	300	300	300	300	300	300	3,000
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Expense	167	167	167	167	167	167	167	167	167	167	167	167	2,000
Total Other Expense	7,667	7,667	467	467	467	467	3,467	467	467	467	467	467	23,000
Total Expense	80,586	114,195	111,370	124,395	84,470	92,345	93,470	85,470	97,295	88,920	87,920	97,295	1,157,736
Net Income (Loss)	(80,586)	(114,195)	(109,961)	133,680	(18,895)	(26,770)	(25,145)	(19,895)	(4,220)	4,155	5,155	(70)	(256,836)

Liberty High School - 5-Year Projection

Minimum Enrollments							Budget Assumptions	
	FY 18	FY 19	FY 20	FY 21	FY 22			
Enrollment Ranges	Min 75/ Max 125 Min 125/ Max 175 Min 175/ Max 225 Min 225/ Max 250 Min 225/ Max 275							
Funded FTE	75	125	175	225	225			
Revenues								
State Basic Aid	\$ 525,000	\$ 875,000	\$ 1,225,000	\$ 1,575,000	\$ 1,575,000	Based on FTE of 7,000 per student		
CTE (Vocational) Funding	-	125,000	175,000	225,000	225,000	Historically \$1,000 per student		
Lunch Program	10,500	17,500	24,500	31,500	31,500	Estimate based on history		
Federal Programs	75,000	125,000	175,000	225,000	225,000	Projected Revenue from Title I, IDEA, @ 1,000 Per student		
Other Revenue	3,750	6,250	8,750	11,250	11,250	Casino Funding		
Total Revenues	614,250	1,148,750	1,608,250	2,067,750	2,067,750			
Expenditures								
100 - Salaries								
Instructional Classroom Teachers	111,000	148,000	168,350	222,000	222,000	Teachers @ 37,000 Avg Salary		
Special Ed / Resource Teachers	20,500	41,000	102,500	123,000	123,000	Specialty Teachers @ 41,000 Avg Salary		
Administrators	70,000	70,000	70,000	125,000	125,000	1 school Principal + Asst. Principal		
Administrative Assistants	40,000	40,000	90,000	105,500	105,500	1-2 clerical		
Total Salaries	241,500	299,000	430,850	575,500	575,500			
200 - Benefits								
Retirement	33,810	41,860	60,319	80,570	80,570	14% of Instructional Salaries		
Medicare	3,502	4,336	6,247	8,345	8,345	1.45% of Instructional Salaries		
Group Insurance	36,225	44,850	64,628	86,325	86,325	Estimate based on history		
Workers Compensation	2,415	2,990	4,309	5,755	5,755	Estimate based on history		
Unemployment Compensation	2,700	2,700	2,700	2,700	2,700	Estimate based on history		
Total Benefits	78,652	96,736	138,202	183,695	183,695			
400 - Purchased Services								
Instructional Contracted Services	4,000	4,000	10,000	15,000	15,000	Speech and language specialists		
SpEd Contracted Services	4,800	4,800	10,000	15,000	15,000	Psych Services		
Staff Development	2,000	10,000	10,000	10,000	10,000	Estimated professional development		
Other Consultants	10,000	10,000	10,000	10,000	10,000	Misc. Consulting		
Legal Expense	18,000	18,000	15,000	15,000	15,000	Estimate based history		
Sponsor Fees	15,750	26,250	42,000	54,000	54,000	Sponsor Fee is 3%		
Board Member Stipends	7,500	7,500	7,500	7,500	7,500	12 meetings/5 board members at \$125 meeting		
Management Fee	108,000	180,000	283,500	364,500	364,500	Agreement with CEG (18%)		
Board Treasurer	32,000	32,000	32,000	32,000	32,000	Contract amount		
Audit Fees	0	10,000	10,000	10,000	10,000	Annual CPA audit		
Payroll Service	2,415	3,000	4,309	5,755	5,755	Payroll processing service / fees		
Technology Support & Service	30,000	30,000	36,000	36,000	36,000	ITC fees, Firewall, Desktop & Network Support, Help Desk, Maint		
School Advertising	15,000	30,000	25,000	25,000	25,000	Print ads, bus ads, billboard, mailings, brochures		
Communications	12,000	12,000	12,000	12,000	12,000	Internet, phone, fax		
Facility Lease	150,000	150,000	150,000	150,000	150,000	Projected lease amount		
Contract Custodial Service	12,000	12,000	15,000	15,000	15,000	Cleaning service		
Contract Security Service	40,000	40,000	40,000	40,000	40,000	Security company		
Water, Sewer, Garbage Collection	2,600	2,600	2,600	2,600	2,600	Utilities other than heating and cooling		
Electricity / Gas	34,000	38,000	36,000	36,000	36,000	Heat and cooling, power		
Repairs and Maintenance	5,000	5,000	6,000	6,000	6,000	Facilities repairs and maintenance		
School Lunch	3,750	6,250	24,500	31,500	31,500	Assumed break even program		
Contracted Transportation Services	12,500	17,500	33,000	37,000	37,000	Student transportation (bus passes)		
Total Purchased Services	521,315	648,900	814,409	929,855	924,855			

	FY 18	FY 19	FY 20	FY 21	FY 22	Budget Assumptions
500 - Supplies and Materials						
Instructional Copy and Printing	1,200	5,000	7,500	7,500	7,500	Copier fees, misc printing
Instructional Materials	2,400	3,600	3,600	3,600	3,600	Estimate based on history
Instructional Classroom Software	18,750	31,250	43,750	56,250	56,250	Curriculum, test prep licenses, etc. (\$250/FTE)
SPeD Materials	1,200	2,400	1,800	1,800	2,400	Estimate based on history
Sch Admin Travel /Conferences /Workshops	2,400	3,600	3,600	3,600	3,600	Estimate based on history
School Admin Postage	600	600	600	600	600	Misc office postage / delivery
School Admin Office Expense	10,000	15,000	15,000	15,000	15,000	Office supplies, copier service / lease
Dues and Fees	3,600	3,600	3,600	3,600	3,600	Estimate based on history
Custodial Supplies	2,400	2,400	2,400	2,400	2,400	Estimate based on history
Total Supplies and Materials	42,550	67,450	81,850	94,350	94,950	
600 - Capital Expenditures						
Instructional Technology (Computers)	30,000	-	10,000	5,000	-	-
Instructional Furniture and Equipment	25,000	-	5,000	5,000	-	-
Admin Furniture and Equipment	5,000	-	-	-	-	-
Total Capital Expenditures	60,000	-	15,000	10,000	-	
800 - Other						
Insurance	18,000	18,000	18,000	18,000	18,000	General liability, E&O, D&O
Student Educational Activities	1,000	10,000	12,000	12,000	12,000	Graduation, Field trips, college visits, other student programs
Debt Service	-	-	75,000	200,000	100,000	Repayment of financing
Misc Expense	2,000	2,000	2,000	2,000	2,000	
Total Other	23,000	30,000	107,000	232,000	132,000	
Total Expenditures	967,017	1,142,086	1,587,311	2,025,400	1,911,000	
Change in Net Assets	\$ (352,767)	\$ 6,665	\$ 20,939	\$ 42,350	\$ 156,750	
Financing (LOC/loan)	\$ 355,000	\$ -	\$ -	\$ -	\$ -	Estimated potential working capital financing
Per FTE Expenditures						
100- Salaries	\$ 3,220	\$ 2,392	\$ 2,462	\$ 2,558	\$ 2,558	
200- Benefits	\$ 1,049	\$ 774	\$ 790	\$ 816	\$ 816	
400 - Purchased services	\$ 6,951	\$ 5,191	\$ 4,654	\$ 4,133	\$ 4,110	
500- Supplies and Materials	\$ 567	\$ 540	\$ 468	\$ 419	\$ 422	
600 Capital Outlay	\$ 800	\$ -	\$ 86	\$ 44	\$ -	
800 Other	\$ 307	\$ 240	\$ 611	\$ 1,031	\$ 587	
Total Expenditure/FTE	\$ 12,894	\$ 9,137	\$ 9,070	\$ 9,002	\$ 8,493	
Instructional Expendure/FTE	\$ 6,092	\$ 4,134	\$ 4,005	\$ 3,727	\$ 3,685	

Liberty High School - 5-Year Projection						
Maximum Enrollments						
	FY 18	FY 19	FY 20	FY 21	FY 22	Budget Assumptions
Enrollment Ranges	Min 75/ Max 125 Min 125/ Max 175 Min 175/ Max 225 Min 225/ Max 250 Min 225/ Max 275					
Funded FTE	125	175	225	250	275	
Revenues						
State Basic Aid	\$ 875,000	\$ 1,225,000	\$ 1,575,000	\$ 1,750,000	\$ 1,925,000	Based on FTE of 7,000 per student
CTE (Vocational) Funding	-	175,000	225,000	250,000	275,000	Historically \$1,000 per student
Lunch Program	17,500	24,500	31,500	35,000	38,500	Estimate based on history
Federal Programs	125,000	175,000	225,000	250,000	275,000	Projected Revenue from Title I, IDEA, @ 1,000 Per student
Other Revenue	6,250	8,750	11,250	12,500	13,750	Casino Funding
Total Revenues	1,023,750	1,608,250	2,067,750	2,297,500	2,527,250	
Expenditures						
100 - Salaries						
Instructional Classroom Teachers	148,000	148,000	222,000	259,000	277,500	Teachers @ 37,000 Avg Salary
Special Ed / Resource Teachers	41,000	61,500	123,000	143,500	164,000	Specialty Teachers @ 41,000 Avg Salary
Administrators	70,000	75,000	125,000	125,000	125,000	1 school Principal + Asst. Principal
Administrative Assistants	40,000	90,000	105,500	105,500	105,500	1-2 clerical
Total Salaries	299,000	374,500	575,500	633,000	672,000	
200 - Benefits						
Retirement	41,860	52,430	80,570	88,620	94,080	14% of Instructional Salaries
Medicare	4,336	5,430	8,345	9,179	9,744	1.45% of Instructional Salaries
Group Insurance	44,850	56,175	86,325	94,950	100,800	Estimate based on history
Workers Compensation	2,990	3,745	5,755	6,330	6,720	Estimate based on history
Unemployment Compensation	2,700	2,700	2,700	2,700	2,700	Estimate based on history
Total Benefits	96,736	120,480	183,695	201,779	214,044	
400 - Purchased Services						
Instructional Contracted Services	4,000	7,500	15,000	17,500	20,000	Speech and language specialists
SpEd Contracted Services	4,800	7,500	15,000	17,500	17,500	Psych Services
Staff Development	10,000	7,500	10,000	10,000	10,000	Estimated professional development
Other Consultants	10,000	10,000	10,000	10,000	10,000	Misc. Consulting
Legal Expense	18,000	15,000	15,000	15,000	15,000	Estimate based history
Sponsor Fees	26,250	42,000	54,000	60,000	66,000	Sponsor Fee is 3%
Board Member Stipends	7,500	7,500	7,500	7,500	7,500	12 meetings/5 board members at \$125 meeting
Management Fee	180,000	283,500	364,500	405,000	445,500	Agreement with CEG (18%)
Board Treasurer	32,000	32,000	32,000	32,000	32,000	Contract amount
Audit Fees	0	10,000	10,000	10,000	10,000	Annual CPA audit
Payroll Service	3,000	3,745	5,755	6,330	6,720	Payroll processing service / fees
Technology Support & Service	30,000	36,000	36,000	40,000	40,000	ITC fees, Firewall, Desktop & Network Support, Help Desk, Maint
School Advertising	30,000	30,000	25,000	25,000	25,000	Print ads, bus ads, billboard, mailings, brochures
Communications	12,000	12,000	12,000	15,000	15,000	Internet, phone, fax
Facility Lease	150,000	150,000	150,000	150,000	150,000	Projected lease amount
Contract Custodial Service	12,000	15,000	15,000	17,500	20,000	Cleaning service
Contract Security Service	40,000	40,000	40,000	45,000	45,000	Security company
Water, Sewer, Garbage Collection	2,600	2,600	2,600	3,000	3,000	Utilities other than heating and cooling
Electricity / Gas	38,000	36,000	36,000	36,000	36,000	Heat and cooling, power
Repairs and Maintenance	5,000	6,000	6,000	6,000	6,000	Facilities repairs and maintenance
School Lunch	6,250	24,500	31,500	35,000	38,500	Assumed break even program
Contracted Transportation Services	17,500	29,000	37,000	37,000	37,000	Student transportation (bus passes)
Total Purchased Services	638,900	807,345	929,855	1,000,330	1,055,720	

	FY 18	FY 19	FY 20	FY 21	FY 22	Budget Assumptions
500 - Supplies and Materials						
Instructional Copy and Printing	5,000	5,000	7,500	10,000	10,000	Copier fees, misc printing
Instructional Materials	3,600	3,600	3,600	5,000	5,000	Estimate based on history
Instructional Classroom Software	31,250	43,750	56,250	62,500	68,750	Curriculum, test prep licenses, etc. (\$250/FTE)
SPeD Materials	2,400	1,800	1,800	2,500	2,500	Estimate based on history
Sch Admin Travel /Conferences /Workshops	3,600	3,600	3,600	3,600	3,600	Estimate based on history
School Admin Postage	600	600	600	1,000	1,000	Misc office postage / delivery
School Admin Office Expense	15,000	15,000	15,000	15,000	15,000	Misc office supplies, copier service / lease
Dues and Fees	3,600	3,600	3,600	3,600	3,600	Estimate based on history
Custodial Supplies	2,400	2,400	2,400	2,400	2,400	Estimate based on history
Total Supplies and Materials	67,450	79,350	94,350	105,600	111,850	
600 - Capital Expenditures						
Instructional Technology (Computers)	30,000	10,000	5,000	5,000	5,000	
Instructional Furniture and Equipment	25,000	5,000	5,000	5,000	5,000	
Admin Furniture and Equipment	5,000	-	-	5,000	-	
Total Capital Expenditures	60,000	15,000	10,000	15,000	10,000	
800 - Other						
Insurance	18,000	18,000	18,000	18,000	18,000	General liability, E&O, D&O
Student Educational Activities	5,000	10,000	12,000	15,000	15,000	Graduation, Field trips, college visits, other student programs
Debt Service	-	100,000	75,000	-	-	Repayment of financing
Misc Expense	2,000	2,000	2,000	2,000	2,000	
Total Other	25,000	130,000	107,000	35,000	35,000	
Total Expenditures	1,187,086	1,526,675	1,900,400	1,990,709	2,098,614	
Change in Net Assets	\$ (163,336)	\$ 81,575	\$ 167,350	\$ 306,792	\$ 428,636	
Financing (LOC/loan)	\$ 165,000	\$ -	\$ -	\$ -	\$ -	Estimated potential working capital financing
Per FTE Expenditures						
100- Salaries	\$ 2,392	\$ 2,140	\$ 2,558	\$ 2,532	\$ 2,444	
200- Benefits	\$ 774	\$ 688	\$ 816	\$ 807	\$ 778	
400 - Purchased services	\$ 5,111	\$ 4,613	\$ 4,133	\$ 4,001	\$ 3,839	
500- Supplies and Materials	\$ 540	\$ 453	\$ 419	\$ 422	\$ 407	
600 Capital Outlay	\$ 480	\$ 86	\$ 44	\$ 60	\$ 36	
800 Other	\$ 200	\$ 743	\$ 476	\$ 140	\$ 127	
Total Expenditure/FTE	\$ 9,497	\$ 8,724	\$ 8,446	\$ 7,963	\$ 7,631	
Instructional Expendure/FTE	\$ 4,534	\$ 3,470	\$ 3,727	\$ 3,742	\$ 3,617	

Liberty High School - 5-Year Projection

	FY 18	FY 19	FY 20	FY 21	FY 22	Budget Assumptions
Enrollment Ranges	Min 75/ Max 125	Min 125/ Max 175	Min 175/ Max 225	Min 225/ Max 250	Min 225/ Max 275	
Funded FTE	110	160	200	225	225	
Revenues						
State Basic Aid	\$ 770,000	\$ 1,120,000	\$ 1,400,000	\$ 1,575,000	\$ 1,575,000	Based on FTE of 7,000 per student
CTE (Vocational) Funding	-	160,000	200,000	225,000	225,000	Historically \$1,000 per student
Lunch Program	15,400	22,400	28,000	31,500	31,500	Estimate based on history
Federal Programs	110,000	160,000	200,000	225,000	225,000	Projected Revenue from Title I, IDEA, @ 1,000 Per student
Other Revenue	5,500	8,000	10,000	11,250	11,250	Casino Funding
Total Revenues	900,900	1,470,400	1,838,000	2,067,750	2,067,750	
Expenditures						
100 - Salaries						
Instructional Classroom Teachers	148,000	148,000	185,000	222,000	222,000	Teachers @ 37,000 Avg Salary
Special Ed / Resource Teachers	41,000	61,500	123,000	123,000	123,000	Specialty Teachers @ 41,000 Avg Salary
Administrators	70,000	75,000	125,000	125,000	125,000	1 school Principal + Asst. Principal
Administrative Assistants	40,000	90,000	105,500	105,500	105,500	1-2 clerical
Total Salaries	299,000	374,500	538,500	575,500	575,500	
200 - Benefits						
Retirement	41,860	52,430	75,390	80,570	80,570	14% of Instructional Salaries
Medicare	4,336	5,430	7,808	8,345	8,345	1.45% of Instructional Salaries
Group Insurance	44,850	56,175	80,775	86,325	86,325	Estimate based on history
Workers Compensation	2,990	3,745	5,385	5,755	5,755	Estimate based on history
Unemployment Compensation	2,700	2,700	2,700	2,700	2,700	Estimate based on history
Total Benefits	96,736	120,480	172,058	183,695	183,695	
400 - Purchased Services						
Instructional Contracted Services	4,000	7,500	10,000	15,000	15,000	Speech and language specialists
SpEd Contracted Services	4,800	7,500	10,000	15,000	15,000	Psych Services
Staff Development	10,000	7,500	7,500	7,500	7,500	Estimated professional development
Other Consultants	10,000	10,000	10,000	10,000	10,000	Misc. Consulting
Legal Expense	18,000	15,000	15,000	15,000	15,000	Estimate based history
Sponsor Fees	23,100	38,400	48,000	54,000	54,000	Sponsor Fee is 3%
Board Member Stipends	7,500	7,500	7,500	7,500	7,500	12 meetings/5 board members at \$125 meeting
Management Fee	158,400	259,200	324,000	364,500	364,500	Agreement with CEG (18%)
Board Treasurer	32,000	32,000	32,000	32,000	32,000	Contract amount
Audit Fees	-	10,000	10,000	10,000	10,000	Annual CPA audit
Payroll Service	3,000	3,745	5,385	5,755	5,755	Payroll processing service / fees
Technology Support & Service	30,000	36,000	36,000	36,000	36,000	ITC fees, Firewall, Desktop & Network Support, Help Desk, Maint
School Advertising	30,000	30,000	25,000	25,000	20,000	Print ads, bus ads, billboard, mailings, brochures
Communications	12,000	12,000	12,000	12,000	12,000	Internet, phone, fax
Facility Lease	150,000	150,000	150,000	150,000	150,000	Projected lease amount
Contract Custodial Service	12,000	15,000	15,000	15,000	15,000	Cleaning service
Contract Security Service	40,000	40,000	40,000	40,000	40,000	Security company
Water, Sewer, Garbage Collection	2,600	2,600	2,600	2,600	2,600	Utilities other than heating and cooling
Electricity / Gas	36,000	36,000	36,000	36,000	36,000	Heat and cooling, power
Repairs and Maintenance	5,000	6,000	6,000	6,000	6,000	Facilities repairs and maintenance
School Lunch	15,500	22,400	28,000	31,500	31,500	Assumed break even program

	FY 18	FY 19	FY 20	FY 21	FY 22	Budget Assumptions
Contracted Transportation Services	15,000	29,000	33,000	37,000	37,000	Student transportation (bus passes)
Total Purchased Services	618,900	777,345	862,985	927,355	922,355	
500 - Supplies and Materials						
Instructional Copy and Printing	5,000	5,000	7,500	7,500	7,500	Copier fees, misc printing
Instructional Materials	3,600	3,600	3,600	3,600	3,600	Estimate based on history
Instructional Classroom Software	27,500	40,000	50,000	56,250	56,250	Curriculum, test prep licenses, etc. (\$250/FTE)
SpEd Materials	1,800	1,800	1,800	1,800	2,400	Estimate based on history
Sch Admin Travel /Conferences /Workshops	3,600	3,600	3,600	3,600	3,600	Estimate based on history
School Admin Postage	600	600	600	600	600	Misc office postage / delivery
School Admin Office Expense	12,000	15,000	15,000	15,000	15,000	Office supplies, copier service / lease
Dues and Fees	3,600	3,600	3,600	3,600	3,600	Estimate based on history
Custodial Supplies	2,400	2,400	2,400	2,400	2,400	Estimate based on history
Total Supplies and Materials	60,100	75,600	88,100	94,350	94,950	
600 - Capital Expenditures						
Instructional Technology (Computers)	30,000	10,000	25,000	5,000	10,000	
Instructional Furniture and Equipment	25,000	5,000	10,000	-	-	
Admin Furniture and Equipment	5,000	-	-	-	-	
Total Capital Expenditures	60,000	15,000	35,000	5,000	10,000	
800 - Other						
Insurance	18,000	18,000	18,000	18,000	18,000	General liability, E&O, D&O
Student Educational Activities	3,000	10,000	12,000	12,000	12,000	Graduation, Field trips, college visits, other student programs
Debt Service	-	65,000	90,000	125,000	-	Repayment of financing
Misc Expense	2,000	2,000	2,000	2,000	2,000	
Total Other	23,000	95,000	122,000	157,000	32,000	
Total Expenditures	1,157,736	1,457,925	1,818,643	1,942,900	1,818,500	
Change in Net Assets	\$ (256,836)	\$ 12,475	\$ 19,357	\$ 124,850	\$ 249,250	
Instructional Expenditure/FTE	\$ 5,072	\$ 3,772	\$ 3,965	\$ 3,694	\$ 3,718	
Total Expenditure/FTE	\$ 10,525	\$ 9,112	\$ 9,093	\$ 8,635	\$ 8,082	
Financing (LOCI/loan)	\$ 265,000	\$ -	\$ -	\$ -	\$ -	Estimated potential working capital financing

Liberty High School - Year 1 Scenarios

	Minimum	Budget	Maximum	Budget Assumptions
	75	110	125	
Revenues				
State Basic Aid	525,000	770,000	875,000	Based on FTE of \$7,000 per student
Federal Programs	75,000	110,000	125,000	Projected Revenue from Title I, IDEA and IIA, @ 1,000 Per student
Lunch Program	10,500	15,400	17,500	Estimate based on history
Other Revenue	3,750	5,500	6,250	Estimate based on history
Total Revenues	614,250	900,900	1,023,750	
Expenditures				
100 - Salaries				
Instructional Classroom Teachers	111,000	148,000	148,000	Teachers @ 37,000 Avg Salary
Special Ed / Resource Teachers	20,500	41,000	41,000	Special Ed Teachers @ 41,000 Avg Salary
Administrators	70,000	70,000	70,000	1 school Principal
Administrative Assistants	40,000	40,000	40,000	1 clerical
Total Salaries	241,500	299,000	299,000	
200 - Benefits				
Retirement	33,810	41,860	41,860	14% of Instructional Salaries
Medicare	3,502	4,336	4,336	1.45% of Instructional Salaries
Group Insurance	36,225	44,850	44,850	Estimate based on history
Workers Compensation	2,415	2,990	2,990	Estimate based on history
Unemployment Compensation	2,700	2,700	2,700	Estimate based on history
Total Benefits	78,652	96,736	96,736	
400 - Purchased Services				
Instructional Contracted Services	4,000	4,000	4,000	Speech and language specialists
SpEd Contracted Services	4,800	4,800	4,800	Psych Services
Staff Development	2,000	10,000	10,000	Estimated professional development
School Admin Contracted Consultants	10,000	10,000	10,000	Misc. Consulting
Legal Expense	18,000	18,000	18,000	Estimate based history
Sponsor Fees	15,750	23,100	26,250	Sponsor Fee is 3%
Board Member Stipends and meeting expenses	7,500	7,500	7,500	12 meetings/5 board members at \$125 meeting
Management Fee	108,000	158,400	180,000	Agreement with CEG (18%)
Board Treasurer	32,000	32,000	32,000	Contract amount
Audit Fees	-	-	-	Annual audit
Payroll Service	2,415	3,000	3,000	Payroll processing service / fees
Technology Support & Service	30,000	30,000	30,000	ITC fees, Firewall, Desktop & Network Support, Help Desk, Maint
School Advertising	15,000	30,000	30,000	Print ads, bus ads, billboard, mailings, brochures
Communications	12,000	12,000	12,000	Internet, phone, fax
Facility Lease	150,000	150,000	150,000	Projected lease amount
Contract Custodial Service	12,000	12,000	12,000	Cleaning service
Contract Security Service	40,000	40,000	40,000	Security company
Water, Sewer, Garbage Collection	2,600	2,600	2,600	Utilities other than heating and cooling
Electricity / Gas	34,000	36,000	38,000	Heat and cooling, power
Repairs and Maintenance	5,000	5,000	5,000	Facilities repairs and maintenance
School Lunch	3,750	15,500	6,250	Assumed break even program
Contracted Transportation Services	12,500	15,000	17,500	Student transportation (bus passes)
Total Purchased Services	521,315	618,900	638,900	
500 - Supplies and Materials				
Instructional Copy and Printing	1,200	5,000	5,000	Copier oveage fees, misc printing
Instructional Materials	2,400	3,600	3,600	Estimate based on history
Instructional Classroom Software	18,750	27,500	31,250	Curriculum, test prep licenses, etc.
SpEd Materials	1,200	1,800	2,400	Estimate based on history
Sch Admin Travel /Conferences /Workshops	2,400	3,600	3,600	Estimate based on history
School Admin Postage	600	600	600	Misc office postage / delivery
School Admin Office Expense	10,000	12,000	15,000	Office supplies, copier service / lease
Dues and Fees	3,600	3,600	3,600	Estimate based on history
Custodial Supplies	2,400	2,400	2,400	Estimate based on history
Total Supplies and Materials	42,550	60,100	67,450	
600 - Capital Expenditures				
Instructional Technology (Computers)	30,000	30,000	30,000	
Instructional Furniture and Equipment	25,000	25,000	25,000	
Admin Furniture and Equipment	5,000	5,000	5,000	
Total Capital Expenditures	60,000	60,000	60,000	
800 - Other				
Insurance	18,000	18,000	18,000	General liability, E&O, D&O
Student Educational Activities	1,000	3,000	5,000	Graduation, Field trips, college vists, other student programs
Misc Expense	2,000	2,000	2,000	Service fees
Total Other	21,000	23,000	25,000	
Total Expenditures	965,017	1,157,736	1,187,086	
Change in Net Assets	(350,767)	(256,836)	(163,336)	
Financing (LOC or Loan)	\$ 355,000	\$ 265,000	\$ 170,000	Estimated potential working capital financing

Liberty HS 2017-2018 Forecast

[illegible]

	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Total FY18
Income													
Investment Earnings													
Unrestricted State Grants													
Foundation	-	-	-	256,667	64,167	64,167	64,167	64,167	64,167	64,167	64,167	64,167	770,000
CTE (Vocational) Funding	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Unrestricted State Grants	-	-	-	256,667	64,167	64,167	64,167	64,167	64,167	64,167	64,167	64,167	770,000
Restricted Grant In-Aid State													
School Lunch	-	-	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	2,809	15,400
Total Restricted Grant In-Aid State	-	-	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	2,809	15,400
Restricted Grant-In-Aid Fed													
Restricted Grant-In-Aid Fed	-	-	-	-	-	-	-	-	27,500	27,500	27,500	27,500	110,000
Total Restricted Grant-In-Aid Fed	-	-	-	-	-	-	-	-	27,500	27,500	27,500	27,500	110,000
Refund of Prior Year Expense	-	-	-	-	-	-	2,750	-	-	-	-	2,750	5,500
Total Income	-	-	1,409	258,076	65,576	65,576	68,326	65,576	93,076	93,076	93,076	97,226	900,900
Expense													
Salaries													
Instructional Classroom Teachers	12,333	12,333	12,333	12,333	12,333	12,333	12,333	12,333	12,333	12,333	12,333	12,333	148,000
Special Ed / Resource Teachers	3,417	3,417	3,417	3,417	3,417	3,417	3,417	3,417	3,417	3,417	3,417	3,417	41,000
Administrators	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	70,000
Administrative Assistants	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	40,000
Total Salaries	24,917	24,917	24,917	24,917	24,917	24,917	24,917	24,917	24,917	24,917	24,917	24,917	299,000
Benefits													
Retirement	3,488	3,488	3,488	3,488	3,488	3,488	3,488	3,488	3,488	3,488	3,488	3,488	41,860
Medicare	361	361	361	361	361	361	361	361	361	361	361	361	4,336
Group Insurance	3,738	3,738	3,738	3,738	3,738	3,738	3,738	3,738	3,738	3,738	3,738	3,738	44,860
Workers Compensation	249	249	249	249	249	249	249	249	249	249	249	249	2,990
Unemployment Compensation	225	225	225	225	225	225	225	225	225	225	225	225	2,700
Total Benefits	8,061	8,061	8,061	8,061	8,061	8,061	8,061	8,061	8,061	8,061	8,061	8,061	96,736
Purchased Services													
Instructional Contracted Services	-	364	364	364	364	364	364	364	364	364	364	364	4,000
SPeD Contracted Services	-	436	436	436	436	436	436	436	436	436	436	436	4,800
Staff Development	5,000	-	-	500	500	500	2,500	500	500	-	-	-	10,000
School Admin Contracted Consultants	-	909	909	909	909	909	909	909	909	909	909	909	10,000
Legal Expense	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Sponsor Fees	-	-	-	7,700	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	23,100
Board Member Stipends and meeting expenses	625	625	625	625	625	625	625	625	625	625	625	625	7,500
Management Fees	-	-	-	46,200	11,550	11,550	11,550	11,550	16,500	16,500	16,500	16,500	158,400
Board Treasurer	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	32,000
Audit Fees	-	-	-	-	-	-	-	-	-	-	-	-	-

	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Total FY18
Payroll Service	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Technology Support Service	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
School Advertising	7,500	7,500	5,000	500	500	500	3,500	500	500	500	500	3,000	30,000
Communications	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Facility Lease	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,000
Contract Custodial Service	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Contract Security Service	-	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	40,000
Water, Sewer, Garbage Collection	217	217	217	217	217	217	217	217	217	217	217	217	2,600
Electricity Gas	2,500	2,500	2,500	2,500	3,000	4,000	4,000	4,000	4,000	3,000	2,000	2,000	36,000
Repairs and Maintenance	417	417	417	417	417	417	417	417	417	417	417	417	5,000
School Lunch	-	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	15,500
Contracted Transportation Services	-	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	15,000
Total Purchased Services	37,675	40,793	38,293	88,193	48,268	49,268	54,268	49,268	54,218	52,718	51,718	54,218	618,900
Supplies and Materials													
Instructional Copy and Printing	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Instructional Materials	-	327	327	327	327	327	327	327	327	327	327	327	3,600
Instructional Classroom Software	-	-	6,875	-	-	6,875	-	-	6,875	-	-	6,875	27,500
SpEd Materials	-	164	164	164	164	164	164	164	164	164	164	164	1,800
School Admin Travel/Conferences/Workshops	300	300	300	300	300	300	300	300	300	300	300	300	3,600
School Admin Postage	50	50	50	50	50	50	50	50	50	50	50	50	600
School Admin Office Expense	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Dues and Fees	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Custodial Supplies	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Total Supplies and Materials	2,267	2,758	9,633	2,758	2,758	9,633	2,758	2,758	9,633	2,758	2,758	9,633	60,100
Capital Outlay													
Instructional Furniture and Equipment	-	12,500	12,500	-	-	-	-	-	-	-	-	-	25,000
Instructional Computer Hardware	-	15,000	15,000	-	-	-	-	-	-	-	-	-	30,000
Instructional Classroom Materials and Software	-	-	-	-	-	-	-	-	-	-	-	-	-
School Admin Furniture & Equipment	-	2,500	2,500	-	-	-	-	-	-	-	-	-	5,000
Total Capital Outlay	-	30,000	30,000	-	-	-	-	-	-	-	-	-	60,000
Other Expenses													
Insurance	7,500	7,500	-	-	-	-	3,000	-	-	-	-	-	18,000
Student Educational Activities			300	300	300	300	300	300	300	300	300	300	3,000
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Expense	167	167	167	167	167	167	167	167	167	167	167	167	2,000
Total Other Expense	7,667	7,667	467	467	467	467	3,467	467	467	467	467	467	23,000
Total Expense	80,586	114,195	111,370	124,395	84,470	92,345	93,470	85,470	97,295	88,920	87,920	97,295	1,157,736
Net Income (Loss)	(80,586)	(114,195)	(109,961)	133,680	(18,895)	(26,770)	(25,145)	(19,895)	(4,220)	4,155	5,155	(70)	(256,836)