

CHARTER CONTRACT for a COMMUNITY SCHOOL

between the

Buckeye Community Hope Foundation

and

Buckeye Preparatory Academy

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CONTRACT
for
CHARTER SCHOOL

WHEREAS, Ohio law permits the formation and operation of public community (“charter”) schools; and

WHEREAS, the Buckeye Community Hope Foundation is an authorized Authorizer (“Authorizer”) by agreement with the State of Ohio; and

WHEREAS, the School’s Governing Authority seeks to either commence, or continue, operation of a start-up charter school; and

WHEREAS, Ohio law requires the parties to enter into a contract in order to authorize, create, continue and/or operate an Ohio public charter school.

NOW THEREFORE, pursuant to the Ohio Revised Code Chapter 3314, this contract is entered into by and between the **Buckeye Community Hope Foundation**, an Ohio nonprofit corporation (“Authorizer” or “BCHF”), and the Governing Authority of a charter school named **Buckeye Preparatory Academy** (“Governing Authority” or “School”), an Ohio nonprofit corporation.

ARTICLE I. ESTABLISHMENT AND AUTHORITY

A. Authority to Operate/Term.

1. The Authorizer agrees that the Governing Authority may begin or continue to operate a start- up charter school as permitted by law, subject to applicable federal laws, the laws of the State of Ohio and to the terms of this contract.

This contract shall be effective on the date of execution and shall be for an initial term commencing on **July 1, 2015** and ending on **June 30, 2019**.

2. The Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the Ohio Charter School Law (Ohio Revised Code Chapter 3314), the United States Constitution, the Ohio Constitution, Federal law and this contract.
3. Except as otherwise permitted by this contract, or the Authorizer, contracts entered into by the school with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the suspension or termination of this contract.
4. Before executing this contract, each party must pass a resolution (for the Governing Authority by majority vote at an open board meeting and memorialized as a resolution in its minutes) authorizing execution of this contract and authorizing one or

more individuals to execute this contract for and on behalf of the party with full authority to bind that party.

5. The Authorizer and the Governing Authority mutually agree that failure to open the school on or before September 30, 2015 voids this contract, unless the mission of the school is to serve drop-outs.
6. The Governing Authority of a new charter school must either post a bond in the amount of \$50,000 or deposit cash in that amount, with the Auditor of State in accordance with O.R.C. 3314.50, and the Department of Education may withhold funding pursuant to O.R.C. 3314.191 or as otherwise provided for by law.

B. Corporate Formalities.

1. The School shall be established as either of the following: 1) a nonprofit corporation established under Chapter 1702 of the Revised Code, if established prior to April 8, 2003; or 2) a non-profit public benefit corporation established under Chapter 1702 of the Revised Code, if established after April 8, 2003. The School may apply and qualify as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Should the school so qualify, a copy of its federal tax exempt status determination letter must be forwarded to the Authorizer within (3) three business days of receipt. The Governing Authority shall maintain in good standing the school's status as a non-profit corporation and, if applicable, its federal tax exempt status.
2. The School's Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Code of Regulations, Taxpayer Employer ID No. and copy of the IRS Tax Determination Letter, or until the Letter of Determination is issued, copy of the submitted IRS Form 1023 (if applicable) are contained as **Exhibit I.B.2.** to this contract. Should any of these documents be modified or created subsequent to the execution of this contract, the school must submit the same to the Authorizer in a timely manner not to exceed 10 business days after receipt along with a copy of all documentation supporting the change(s).

C. Authorized Location(s).

The School is authorized to locate at **1414 Gault Street, Columbus, Ohio 43205**. If the location has been or will be leased, the lease shall not be signed unless it is in accordance with the budget approved by the Governing Authority and on file with the Authorizer. The Authorizer shall have the right to inspect and approve of the site before the lease is signed. Approval of the site shall not be unreasonably withheld provided, however, the Governing Authority must timely comply with O.R.C. 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased. **Every lease must contain a governmental fund-out clause.**

If the location has been or will be purchased by the school, the contract of sale and related documents shall not be signed unless it is in accordance with the budget approved by the Governing Authority. The Authorizer will not be liable for the debts of the school

or Governing Authority. The School must provide the Authorizer any requested information to assess the adequacy of the facilities.

After lease or purchase, a copy of the lease or conveyance documents, and all subsequent amendments, modifications or renewals thereof, shall within 10 business days of execution be provided to the Authorizer. The location will not be changed without the prior written consent of the Authorizer, which consent will not be unreasonably withheld. A copy of the lease or deed is contained as Exhibit I.C.

It is understood by the Governing Authority, that a school may be located in multiple facilities under the same contract, pursuant to O.R.C. 3314.05, subject only to pre-approval in writing by the Authorizer and in accordance with applicable law. All locations shall be listed above and the primary location shall be 1414 Gault Street, Columbus, Ohio 43205 in the Columbus City School District.

Any facility used for or by the school shall meet all health and safety standards established by law for school buildings, including but not limited to all requirements imposed by the Americans with Disabilities Act. Copies of all current permits, inspections and/or certificates must be filed with the Authorizer.

The Governing Authority shall permit the local board of health access to the school's premises for inspection at any time during the school's operation, as well as to any records or information necessary not subject to privacy laws; and if required by the local board of health, submit a plan to abate conditions at the school determined to be hazardous to occupants and to order the facilities closed if those facilities are not in compliance with health and safety laws and regulations.

D. Authorized Grades or Ages.

The School shall be authorized to provide learning opportunities for grades **K** through **8** to a minimum of twenty-five (25) students for a minimum of Nine Hundred Twenty (920) hours per school year. The School may add grades served up to the grade levels authorized by this contract with the Authorizer's prior written consent. The Governing Authority must provide the Authorizer with a signed resolution stating the intent of the school to add a grade or grades for a subsequent school year. The Governing Authority agrees to be compliant with the maximum number of people allowed per room or per facility as stated on the Certificate(s) of Occupancy provided to the school by the local building department.

E. Dispute Resolution.

Other than a dispute falling under Article VIII below concerning probation, nonrenewal, intent to suspend, suspension, or termination of this contract, for all other disputes regarding either any term of this contract or any charter school issue, the parties shall use the following dispute resolution procedure: The parties shall make initial attempts to resolve any dispute between a designee of the Authorizer and the Chief Administrator of the school and/or President of the Governing Authority. If those parties cannot resolve

the dispute, the matter shall be submitted to a qualified mediator for mediation. The parties will make every attempt to resolve such disputes through mediation and shall equally split all fees or costs of any third party mediator.

F. Organizational Structure.

The organizational structure and management/administration, employee, Governing Authority and relationships must be accurately reflected in an organization chart appended as **Exhibit I.F.** Written clarifications that describe working relationships of each entity (for example a management company and/or affiliated school) must also be included. Any modifications to the organizational structure must be submitted in written form to the Authorizer prior to implementation.

G. Management Agreements.

All management agreements entered into by the school or the Governing Authority must be provided to the Authorizer not less than ten (10) business days prior to the entering into such management agreements and all management agreements to which the school or the Governing Authority are currently a party are appended as **Exhibit I.G.** The management agreement must allow the budget to contain provisions for adequate professional fees on the Governing Authority's behalf for any controversies between the Governing Authority and the management company. The management agreement shall, at all times, remain in compliance with this contract. Any changes to any management agreements must be provided to the Authorizer not less than ten (10) business days prior to such changes. The Governing Authority must hold rights to a substantial portion of the name of the school. If the school is not employing a management company and, at some point, the Authorizer deems at its discretion due to mismanagement, ineffective governance, or poor academic or fiscal performance one is necessary, the Authorizer may require the Governing Authority to interview, select and enter into agreement with an educational management organization for such services.

ARTICLE II. GENERAL PUBLIC SCHOOL REQUIREMENTS

A. Laws, Rules, Regulations.

The school will comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.7112, 3313.716, 3313.718, 3313.719, 3313.80, 3313.801 (if it were a school district), 3313.814, 3313.816, 3313.817, 3313.86, 3313.96, 3319.073, 3319.22 through 3319.31, 3319.301, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117., 1347., 1702., 2744., 3307., 3309., 3314 as newly written or hereafter revised, 3365.,

3742., 4112., 4123., 4141., and 4167 of the Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code; and the school shall comply with Chapter 102 and sections 2921.42, 2921.43, and 2921.44 of the Revised Code.

B. Prior Status.

The school was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the Authorizer may terminate this contract. For purposes of this subsection, if the school is new but the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997, the school will be considered to be a non-public chartered or non-chartered school.

C. Non-Sectarian.

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

ARTICLE III. GOVERNING AUTHORITY

All Governing Authority members must be approved by the Authorizer prior to appointment to the Governing Authority as an official member counted for quorum and voting purposes.

The Authorizer's reasons for disapproving a member shall be limited to those reasons supported by the Ohio Revised Code or this contract. The Authorizer shall within 14 business days of receipt of all required documentation listed in Article III. of this contract, indicate its approval or disapproval.

The Authorizer shall be promptly notified in writing prior to any proposed changes in members of the Governing Authority.

A. Composition.

The Governing Authority shall consist of not fewer than five members who are not owners or employees, or consultant of any authorizer or operator, or immediate relatives of owners or employees or consultant of any authorizer or operator unless one year has elapsed since that event. No employee of the school shall be a member of the Governing Authority. Employees may only serve as advisory committee or other committee members to or for the Governing Authority. No member of the Governing Authority shall serve on the Governing Authority of more than (5) charter schools in total at the same time. The Governing Authority roster provided in **Exhibit III.B.** must include the following information: member name, mailing address, contact phone number, email

address, and the name of the charter school governing authorities on which they sit, if applicable.

B. Background Checks.

All Governing Authority members must provide a copy of the following documents to the Authorizer prior to the effective date of this contract and/or the effective date of the term of the member:

1. Copy of the results of both a BCI and FBI background check*.
2. Signed consent to release background check results to the Authorizer.
3. Resume or biographical vitae that accurately reflects experience, education, and other professional competencies related to serving on the charter school Governing Authority.
4. Signed Annual Conflict of Interest Disclosure Statement.

*All BCI and FBI background checks must be repeated with results sent to the Authorizer every five years, unless the Governing Authority member has lived in Ohio for the past five years, in which case only a BCI check will be required to be repeated. Results of the background check must be submitted within 30 days of expiration of the previous check(s) completed.

C. Meetings.

Governing Authority meetings must be held minimum of (6) regular meetings bi-monthly per year and notice of such regular meetings shall be provided to the Authorizer in writing at least 7 days in advance of the meeting. Notice of special meetings must be sent to the Authorizer as soon as scheduled and in no case with less than 24 hours advanced written notice, along with telephone call invitation. The Governing Authority must approve a policy stating how it will notify the public of all meetings. Minutes must accurately reflect the topics discussed and the motions and votes of the Governing Authority and reports or documents presented shall be made available to the public at the school building per the Ohio Public Records Act and R.C. 121.22.

The Governing Authority shall allow the Authorizer or its designee into all executive session meetings unless discussing pending or imminent litigation against Authorizer or those needing preservation of attorney/client privilege. Subject to the foregoing only, the Authorizer representative or its designee shall be granted all rights and privileges associated with being a non-voting member of the Governing Authority, but shall not be considered a member of the Governing Authority under any provision of Ohio law or this contract.

D. Training.

All new members are required to attend training within thirty (30) days of Authorizer approval. New members are required to complete (2) hours of orientation training directly with the Authorizer and (2) additional hours of charter school board training. Existing board members are required to attend board training a minimum of two (2) hours on an annual basis to remain current in their responsibilities and obligations. This training is mandatory and remains as such, unless the Authorizer agrees to vary the terms of this requirement. The Authorizer reserves the right to require additional training of any member at the Authorizer's discretion. The administrators and Governing Authority are obligated to attend training and receive technical assistance at the direction of the Authorizer.

E. Compensation/Reimbursement.

The Governing Authority shall put in place a policy on compensation (or lack thereof) for Governing Authority members pursuant to ORC 3314.02.

F. Reporting.

1. The Governing Authority shall submit, no later than four months after the end of the school year to the Authorizer and to the parents of all students enrolled in the school, its financial status, and an annual report of its activities and progress in meeting the goals and standards of this contract; and include a statement from the Authorizer. A draft of the report shall be provided to the Authorizer for review and input at least 4 weeks prior to the distribution of the report.
2. The Governing Authority shall report annually to the Authorizer and the State Board of Education on the day set by the State Board of Education all of the reporting requirements as set forth by Chapter 3314 of the Ohio Revised Code, including but not limited to those found in Section 3314.08(B), and shall collect and provide any data that the Authorizer or the State Board of Education requests in furtherance of any study or research that the Ohio General Assembly requires such office to conduct.
3. The Governing Authority or its designee shall report to the Authorizer, in writing when requested by the Authorizer, all statistics, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the Authorizer's inquiries regarding such information or other matters the Authorizer deems important. The Governing Authority shall also report in writing to the Authorizer, all financial data, structure and operations of the management company as it pertains to the school, when requested and for the School Annual Report. The Authorizer shall be allowed to observe the school in operation at site visits and shall have open access for such visits.

The Governing Authority, school, and Authorizer agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Education Rights and Privacy Act ("FERPA") and 34 CFR Part 99 the Authorizer is an authorized representative of a state educational authority and that the school is permitted to disclose to the Authorizer personally

identifiable information from an education record of a student without parent consent (or student consent where applicable) and that the Authorizer is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. Accordingly, the school agrees to grant to the Authorizer 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 education management companies or charter management companies) that is reportable to the Ohio Department of Education or its agencies, or 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 agents(s) shall provide usernames and passwords where applicable to enable the Authorizer to have remote access in read-only format. The Governing Authority hereby designates the Authorizer as a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the school and authorizes its agent(s) to communicate this information directly to the Authorizer.

The Authorizer agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit Authorizer employee access to only those records which they legitimate educational interests and that as required by law the Authorizer will destroy the educational records when no longer needed for the purpose outlined in this contract, or otherwise needed under state or federal law or any applicable court order.

The Authorizer agrees that it is responsible for any and all reasonable costs or damages that result from the Authorizer’s failure to comply with FERPA, or the Authorizer’s failure to comply with other state and federal laws regarding the privacy of education records and the results of criminal records checks. The Authorizer 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 Ohio Department of Education as a result of such access.

4. The Governing Authority will report to the Authorizer knowledge of any event or circumstance that may have a material adverse effect on the school in any manner. The Governing Authority will report to the Authorizer knowledge of any litigation or potential litigation against or affecting School within three (3) business days of such knowledge.

G. Payment to Authorizer.

Pursuant to the Ohio Revised Code Section 3314.03(C), the Governing Authority shall pay the amount of three-percent (3%) of the total state foundation funds received each year by the school, in consideration for the time, organization, oversight, fees and costs of the Authorizer pursuant to this contract. Pursuant to Ohio Revised Code Section

3314.03(C), such payments shall be paid based on invoices from the Authorizer. The invoices shall be payable on or before the 30th of the month.

H. Conflicts of Interests.

The Governing Authority shall have a Conflict of Interest policy and include that policy in Exhibit III.H. Such policy shall address public officers, ethics and conflict rules, corporate conflict rules and if an Internal Revenue Code (IRC) tax-exempt entity, IRC conflict rules.

I. Insurance.

Comprehensive general liability, errors and omissions, business interruption and other miscellaneous insurance coverage (as per School policy) at all times will be maintained by the Governing Authority for the school, itself, and its employees, in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate with an excess or umbrella policy extending coverage as broad as primary 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 Governing Authority and its employees but also for the Authorizer as an additional insured and certificate holder. The policy or certificate of insurance shall be provided to the Authorizer upon execution of this contract and is appended hereto as Exhibit III.I. The Governing Authority shall provide evidence of such coverage and the insurer shall notify the Authorizer in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. The Governing Authority shall also maintain directors and officers liability, errors and omissions, and business interruption insurance coverage in an amount not less than one million dollars (\$1,000,000) per occurrence.

ARTICLE IV. ENROLLMENT/STUDENTS

The admission procedures of the school, characteristics of students, ages and grades of students are set forth in Exhibit IV.A-F, and shall be followed and may not be changed without the written consent of the Authorizer.

A. Admissions.

At a minimum, the admission procedures at all times must:

1. specify that the school will not discriminate in its admission of students to the school on the basis of gender, race, religion, color, national origin, disabling condition, or sex and will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, except that: (i) there may be single gender schools offered in comparable facilities with comparable learning opportunities; (ii) A school may simultaneously serve autistic and non-disabled students (3314.061); however, unless the school's total capacity has been filled; no student with any handicap shall be denied admission on the basis of that handicap.

The school shall provide a non-discrimination notice in annual reports, student/parent handbooks, enrollment materials, and marketing materials.

2. be open to any individuals from ages 5 – to under the age of 22 (specified or limited in Article I, part D. above) entitled to attend school pursuant to ORC 3313.64 or 3313.65, except that admissions 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 who meet a definition of “at-risk” that the parties to this contract agree upon and/or; (iii) residents of a specific geographic area as defined in this contract; or to separate groups of autistic students and non-disabled students, as authorized in 3314.061 as defined in the contract. “At-risk” may include those students identified as gifted students under section 3324.03 of the ORC. Should the school participate in any allowable program for higher or lower grade allowances, such program and approval will be attached as a modification to this sub-paragraph.

Upon admission of or identification of any disabled student, the school shall comply with federal and state laws regarding the education of disabled students.

B. Lottery.

If the number of applicants exceeds the capacity restrictions of Article I, part D. above, then the Governing Authority must give preference to students who reside in the district in which the school is located. Whether or not the Governing Authority has adopted an open-enrollment plan, other preferences may be given in admissions only as allowed by the Ohio Revised Code Section 3314.06(G). Ohio Revised Code Section 3314.06(G) states that if the number of applicants meeting admission criteria exceeds the capacity of the school’s programs, classes, grade levels or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the school the previous year and may be given to eligible siblings of such students, and preference must be given to those students who reside in the district in which the school is located. The Governing Authority agrees to make lottery dates available to the Authorizer at least 5 days in advance so the Authorizer may attend.

C. Community Balance.

The school will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve a balanced enrollment that reflects the community it serves as indicated in Exhibit IV.A-F.

Notwithstanding the admissions procedures of this contract, 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 the desegregation order.

D. Policies.

The Governing Authority’s admissions, non-discrimination, lottery, racial/ethnic balance, residency, enrollment, truancy, and withdrawal policy; and any open enrollment plan must be included in Exhibit IV.A-F. The Governing Authority includes in Exhibit IV.A-

F. a plan for the jurisdiction of its enrollment and its enrollment and lottery policies which must comply with this contract, with Section 3314.06 and 3314.061 of the Ohio Revised Code and with the school's admission policy.

E. Tuition.

Tuition in any form shall not be charged for the enrollment of any student in the State of Ohio. The school may have a policy for tuition for out-of-state enrollees only. The school shall not require contributions either from any student eligible to enroll or enrolled in the school or from any parent or guardian of a student who is enrolled or intending to enroll in the school. Nothing in this section shall prevent the charging of reasonable class, book or similar fees approved by the Governing Authority or the school's engaging in voluntary fund-raising activities or parents giving voluntary donations.

F. Withdrawal.

The Governing Authority must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student, without legitimate excuse, fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student pursuant to O.R.C. 3314.03(A)(6)(b). See **Exhibit IV.A-F.**

G. Notice.

The Governing Authority shall distribute to parents of students upon their enrollment the required statement concerning state-prescribed testing and compulsory attendance law as prescribed in ORC 3314.041 and a copy of the school's most recent State report card.

H. Suspension and Expulsion.

The school has adopted 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 must have an additional policy for the discipline, suspension, or expulsion of disabled students and a policy for Positive Behavioral Interventions and Supports/Restraint and Seclusion. See **Exhibit IV.H.**

I. Enrollment Data.

The school agrees to employ ODE-certified student software for the purposes of reporting to the department of education through its Educational Management Information System (EMIS) pursuant to ORC 3314.17. The Governing Authority is aware that the school is responsible for reporting charter school data under O.R.C. 3301.0714 (EMIS), and that the State of Ohio will impose all sanctions and penalties listed therein, as well as any Authorizer-imposed discipline and/or repercussions to licensed individuals or public officers responsible under the laws, rules or regulations of Ohio.

ARTICLE V. STAFFING

A. Contracts.

1. The Governing Authority may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this contract. No such contract of employment shall extend beyond the date of termination of this contract.
2. The Governing Authority may employ or contract with a third party to employ, administer, hire teachers and non-teaching staff necessary to carry out its mission and fulfill this contract. No third party contract of employment shall extend beyond the date of termination of this contract. Teach for America employees must comply with O.R.C. 3319.227.
3. In the event of collective bargaining, no collective bargaining agreement shall extend beyond the date of termination of this contract, and the Governing Authority shall consider a bargaining unit containing teachers and non-teaching employees to be an appropriate unit notwithstanding section 4117.06(D) (1) of the Ohio Revised Code.
4. If the Authorizer provides a leave of absence to a person who is thereafter employed by the school, the Governing Authority and school shall defend, indemnify and hold harmless the Authorizer and its board members, Superintendents, employees and agents from liability arising out of any action or omission of that person while that person is on such leave or employed by the Governing Authority. Nothing in this subsection, however, obligates this Authorizer to provide such a leave of absence.

B. General Standards.

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 to work in the school. The full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified in accordance with sections 3319.22 to 3319.31 of the Ohio Revised Code. The school may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to section 3319.301 of the Ohio Revised Code to the extent permitted by the "No Child Left Behind Act." The student to full-time equivalent classroom teacher ratio shall be no more than twenty five (25) to one (1) without prior written approval by the Authorizer. The school may also employ non-teaching employees. No later than 60 days from hire, the school will provide Authorizer with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the school. All teachers and paraprofessionals shall meet the "highly qualified" standards as applicable and as set out in the law known as "No Child Left Behind" and per standards established by the Ohio Department of Education.

C. Chief Administrator.

The school's Chief Administrative Officer will be the school's leader. This individual is responsible for the daily operations at the school and will be listed as such in any State reporting system.

D. Benefits.

The Governing Authority shall set out a summary of all health and other benefits provided to its full-time employees in Exhibit V.D., which may be amended from time to time with written notice provided to the Authorizer. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes Exhibit V.D. to the extent that the collective bargaining agreement provides for health and other benefits. To the extent required by law, the benefits provided by the school must include and are subject to Chapters 3307 and 3309 of the Ohio Revised Code ("STRS" and "SERS") as applicable. To the extent a management company employs full-time staff placed at the school, a summary of its benefits manual shall be attached at Exhibit V.D.

E. Background Checks.

All criminal background checks (BCI&I/FBI fingerprint and background check information) of teachers, staff (or the Governing Authority) must be conducted through the "web-check" or another twenty-four (24) hour reporting entity at the expense of the school. The Governing Authority must obtain all personal consents necessary to release copies of the background checks to the Authorizer. All background checks must be acceptable to both Authorizer and Governing Authority.

F. Compliance.

1. The school administrator, or appropriate representative(s), shall participate regularly in training provided by the Authorizer and/or Ohio Department of Education, and receive technical assistance at the direction of the Authorizer.
2. The Governing Authority and administration shall cooperate fully with the Authorizer 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) Annual file up-dates per checklist as set out by the Authorizer.
 - (b) An on-site visit prior to opening of each school year and bi-monthly visits during the school year.
 - (c) Monthly reviews of financials, enrollment records, and attendance monitoring.
 - (d) Access (read only) to academic and financial data and data systems.
 - (e) Other appropriate requests for information from the Authorizer, the Ohio Department of Education or the Auditor of State.

ARTICLE VI. FISCAL STANDARDS

A. State Audit Standards.

The school's financial records will be maintained pursuant to rules of the Auditor of the State of Ohio and in the manner presented in Chapter 117 of the Ohio Revised Code. The school shall meet the requirements and follow the procedures for program and financial audits established from time to time by the Auditor of the State of Ohio and the Ohio Department of Education. The Governing Authority of the school shall comply with the standards for financial reporting adopted under division (B)(2) of section 3301.07 of the Ohio Revised Code, and any other enhanced standards required by the Authorizer. Should the school be declared unauditible pursuant to O.R.C. 3314.51, the Governing Authority shall, and shall cause its operator to (if applicable) suspend the Fiscal Officer and locate an immediate replacement.

B. School Treasurer/Fiscal Officer.

The school shall have a designated, and appropriately bonded, fiscal officer who is an Ohio licensed school treasurer and shall maintain internal financial controls in accordance with Section 3314.03 of the Ohio Revised Code. Prior to any change to the fiscal officer, the Governing Authority must obtain prior written approval from the Authorizer which will not be unreasonably withheld. If the fiscal officer changes, the Governing Authority shall immediately provide updated fiscal officer documentation within 10 business days of the date the change takes effect. The fiscal officer must be bonded in an amount approved by the Governing Authority in an amount no less than \$25,000.00. All money received by the school shall be placed in the custody of the fiscal officer. The treasurer's bond (or copy thereof) and a copy of the treasurer's license shall be in the custody of the Authorizer and the Governing Authority at all times as **Exhibit VI.B.** A certified copy of the bond must be filed with the county auditor in which the school is located.

If the Governing Authority contracts with a third party to provide fiscal services, the agreement must be included in **Exhibit VI.B.** Any fiscal services agreement must obligate the Treasurer to assist in all audits and to provide closure and final or special audit services. New agreements or changes to the existing agreement must be provided and pre-approved by to the Authorizer not less than ten (10) business days prior to the execution of the contract or amendment. Any third party Treasurer must specifically ensure compliance with all applicable provisions of this contract.

The school agrees that the fiscal services agreement will state that the Treasurer/fiscal agent is primarily responsible for all closing procedures if the school closes. At the request of the Authorizer, the Governing Authority may be asked to remain in place until a final audit is completed if the school should close, and must authorize that the Treasurer and/or Treasurer's Agreement remain fully authorized to proceed to close the school.

The Governing Authority must authorize and does hereby authorize any then acting Treasurer to continue beyond closure of the school to meet requirements of the Authorizer or the Auditor of State.

C. Fiscal Year/Financial Plans.

The fiscal year for the School shall be July 1 to June 30.

A financial plan detailing an estimated school budget for the first fiscal year of this contract and the five-year forecast are contained as **Exhibit VI.C.** Each year of this contract, on or before June 30, a revised School budget shall be submitted by the Governing Authority to the Authorizer. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purposes of funding calculations under section 3314.08 of the Ohio Revised Code. The base formula amount for each year shall not exceed the formula amount defined under Section 3317.02 of the Ohio Revised Code. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimated per pupil expenditure amount for each year. Should the school be managed by a third party management company, the Governing Authority must procure from such management company, sufficient data, at the Authorizer's discretion, to allow the Authorizer to review revenue and expenses as required or permitted by law. All money received by the School during the period beginning upon execution of this contract, shall be placed in the custody of the Treasurer of the school, who shall maintain all funds and accounts of the school.

D. Borrowing.

The school may borrow money to pay any necessary and actual expenses of the school in anticipation of receipt of any portion of the payments to be received by the school pursuant to the Ohio Revised Code Section 3314.08(C). The school may issue notes to evidence such a borrowing. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the school (ORC 3314.08(G)(1)(a)). A school may also borrow money for a term not to exceed fifteen years for the purpose of acquiring facilities pursuant to Ohio Revised Code 3314.08(G)(1)(b). All borrowing must be documented in a promissory note and copies of all notes must be provided to the Authorizer within ten (10) business days of signing.

ARTICLE VII. EDUCATIONAL PLAN

A. Learning Opportunities.

All classroom-based and non-classroom based learning opportunities must be included in the curriculum attached as **Exhibit VII.A.-B.**

B. Educational Goals and Standards.

The educational program of the school, including the School's mission, goals, innovative instructional methods and the focus of the curriculum are contained as **Exhibit VII.A.-B.**

and shall be followed and may not be changed without the written consent of the Authorizer. If the school is a high school program and will be offering career tech or CBI programs, the plan description for these programs must be included, that complies with the criteria for student participation in Revised Code §3314.08(H)(2). The Authorizer hereby authorizes non-classroom based learning opportunities during suspension or expulsion of students pursuant to school policy. **Exhibit VII.A.-B.** must show how the school's curriculum is aligned to the Ohio Content Standards and the Ohio Core Curriculum.

C. High School Core Curriculum.

The school, if serving grades 9-12, will comply with sections 3313.61, 3313.611, and 3313.614 of the Revised Code, except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code 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 charter school rather than the curriculum specified in Title XXXIII of the Revised Code 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 sections 3313.61 and 3313.611 of the Revised Code 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 section 3313.603 of the Revised Code, 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 area competency, adopted by the state board of education under division (J) of section 3313.603 of the Revised Code.

D. Evaluations/Assessments.

The school shall timely administer the assessments, which shall include statewide achievement tests, at least one nationally-normed assessment approved by the Authorizer and any other assessments required by law or recommended by the Authorizer now, or from time to time. The Governing Authority shall notify the Authorizer in writing in advance of its intent to change assessment tools. In addition to the required testing, the school must assess and keep initial benchmarks acceptable to Authorizer, of all students in order to provide guidance for the Authorizer to review quarterly progress. Such assessments and intended benchmarking are identified in **Exhibit VII.D.**

Report of the results from any nationally normed tests and statewide achievement tests administered by the school must be presented by the School to the Governing Authority in the next scheduled board meeting immediately after the test results are received by the school.

The school shall satisfy the Performance Standards and the Academic Program Assurances outlined in **Exhibit VII.D.** and such other standards required by law or recommended by the Authorizer, including the performance standards by which the success of the school will be evaluated by the Authorizer. Achievement tests, grade-level tests, annual measurable objectives, performance index, value-added, graduation tests,

state report cards, observations and internal school goals will all be considered in evaluation of the school.

The school will comply with Section 3302.04 of the Revised Code, including division (E) of that section to the extent possible, except that any action required to be taken by a school district pursuant to that section shall be taken by the Authorizer of the school. However, the Authorizer shall not be required to take any action described in division (F) of that section.

The school shall develop annually prior to the first day of school a plan for intervention of all students not found proficient or not on grade level, and submit it to the Authorizer for approval.

E. Operation Until End of School Year.

Unless operations are suspended or terminated in accordance with Ohio Revised Code Section 3314.07 and 3314.072, the school must remain open for students to attend until the end of the school year in which it is determined that the school must close. The programs provided to students in the final year of the school must continue without interruption or reduction unless program changes are approved in writing by the Authorizer.

ARTICLE VIII. RESPONSIBILITIES

A. Obligations.

The Authorizer shall provide oversight and guidance to the Governing Authority including but not limited to the following:

1. Monitor the school's compliance with applicable law and the terms of this contract;
2. Monitor and evaluate the academic and fiscal performance and the organization and operation of the school by meeting with the fiscal officer monthly, and, within 10 days thereafter, issuing a written report concerning the review to the Governing Authority and the fiscal officer;
3. Report annually the results of its evaluation to the Department of Education and to parents of students enrolled in the school;
4. Provide reasonable technical assistance to the school in complying with applicable laws and this contract provided however, the Authorizer is not a legal firm so any assistance as to laws should be confirmed by school's legal counsel;
5. Intervene as the Authorizer deems necessary in the school's operation to correct problems with overall performance (including but not limited to exercising its right to place the school on probation under Revised Code § 3314.073 or to non-renew,

suspend, or terminate the school under Revised Code § 3314.07 or § 3314.072. The Authorizer may, at its sole discretion, require a plan of action from the school to cure any issues or violations.

6. Prepare and assist with contingency plans in the event the school experiences financial difficulties or closes before the end of the school year;
7. Provide in writing the annual assurances for the school to the Ohio Department of Education no less than ten (10) business days prior to the first day of school under Revised Code § 3314.19.
8. Adhere to and comply with the BCHF contract with the Ohio Department of Education, even if those provisions affect the school, and the school hereby consents to such obligations of the Authorizer.
9. The Governing Authority acknowledges the purported obligations of the Authorizer in the Ohio Department of Education's closing guidance and consents to the authority of the Authorizer to carry out those obligations, if needed, and agrees to not abandon its own statutory duties for closure.
10. The Authorizer, upon request, will assist the Governing Authority in securing such technical assistance and training or services from other entities as may be reasonably necessary.

B. Authorizer Oversight/Discipline/Termination.

1. The Authorizer may place the school on probation pursuant to O.R.C. §§ 3314.073 and .07. The Authorizer may suspend operations of the school and this contract pursuant to O.R.C. § 3314.072. The Authorizer may terminate this contract pursuant to O.R.C. §3314.07.
2. The Authorizer may choose not to renew a contract for cause or may choose to suspend operations of the School and this contract or terminate the contract at any time for any of the following reasons:
 - (a) Failure to meet student performance requirements stated in this contract;
 - (b) Failure to meet generally accepted standards of fiscal management;
 - (c) Violation of any provision of this contract or applicable state or federal law; and
 - (d) Other good cause.

Unless the Authorizer or an authorized governmental authority has suspended or terminated operations of the school at an earlier date or, unless a health safety or fiscal emergency, a termination shall be effective only at the conclusion of the instructional year.

3. Upon the expiration of this contract the Authorizer may, with the agreement of the Governing Authority and in accordance with Revised Code § 3314.03 (E) renew the contract for a period of time to be determined by the Authorizer, but not ending earlier than the end of any school year. Corrective action may be required as the discretion of the Authorizer.
4. Renewal decisions are based upon an analysis of the following:
 - a. the school's progress in meeting the Academic Program Assurances listed in Exhibit VII.D.;
 - b. the school's progress in meeting the Educational Goals outlined in Exhibit VII.A.-B.;
 - c. the school's progress in meeting the Performance Standards outlined in Exhibit VII.D.;
 - d. the degree to which the school is compliant with the terms of this contract;
 - e. the school's fiscal viability; and
 - f. the school's organizational viability.
5. By February 1 of the year in which the Authorizer intends to not renew, the Authorizer shall notify the Governing Authority of the proposed action in writing. Receipt of notice by the Chief Administrative Officer or a member of the Governing Authority of the school shall be conclusively deemed to constitute receipt of notice to the Governing Authority. The notice shall include the reasons for the proposed action in detail and the effective date of the non-renewal. The Governing Authority may, within fourteen (14) calendar days of receiving the notice, request in writing an informal hearing before the Authorizer. 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 Authorizer should issue a written decision either affirming or rescinding the decision to not renew this contract.
6. This contract may expire on its own terms and will cease to remain in force unless renewed by this Authorizer or unless the school has properly notified the Authorizer of its non-renewal and executed a new contract with another authorized Authorizer, in accordance with O.R.C. 3314.07(D).

ARTICLE IX. GOVERNING AUTHORITY SPECIFIC ACKNOWLEDGMENTS

The Governing Authority specifically acknowledges the following:

1. Upon receipt of any Notice of Intent to Suspend, or upon receipt of any notice of closure from any governmental or administrative agency, or upon a vote of voluntary closure by the Governing Authority, the school must immediately submit to the Authorizer, a good faith deposit of five-thousand dollars (\$5,000). Such deposit shall be used to cover any costs or fees which may be required to facilitate or effectuate closing of the school, including but not limited to: notices to parents, transfer of files, change of locks, securing assets, segregating or selling assets, accounting, legal, or treasurer fees incurred by Authorizer, in any way associated with the termination or closure of the school, if it is actually suspended and then terminated and closed. The good faith deposit will be returned to the school or the State of Ohio, without interest if not used for these purposes by the Authorizer.
2. In the event that this contract is terminated or not renewed, the operation of the school will cease as a charter school and the following requirements and procedures apply regarding the Governing Authority and the school (unless operations continue as a public charter school with an authorized Authorizer, in the case of non-renewal):
 - (a) Regarding employees, if there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed. In the absence of a collective bargaining agreement, the school may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.
 - (b) Upon termination of this contract, by law or by these contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the School, all equipment, supplies, real property, books, furniture or other assets of the School shall be distributed in accordance with RC Chapter 1702, 3314.015 (E) and 3314.074. The school shall comply with all closing procedures included in **Exhibit IX**, even if listed as requirements of Authorizer.
3. The Authorizer may, but is not obligated to, assume operation of the school under Ohio Revised Code §3314.073 or replace the Governing Authority, should the Governing Authority abandon or be in breach of its duties hereunder or at law. By signing the contract, the Governing Authority hereby approves the Authorizer's right to assume operation of the school or to replace the Governing Authority, and agrees that this provision amends its Code of Regulation to this effect.
4. The Authorizer shall have no obligations to the School, the parents or to third parties, to the State of Ohio or the United States or to the public by way of this contract or its Authorization of the school, and the Governing Authority hereby indemnifies, defends and holds the Authorizer harmless from claims, demands, causes of action, threatened actions, losses, damages or costs related to the duties, services, acts or

omissions of the Governing Authority. Said indemnification and defense shall survive the expiration, non-renewal, suspension, or termination of this contract.

5. The Governing Authority and school shall defend, indemnify and hold harmless the Authorizer and its board, employees, officers and agents from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders and liabilities of whatever kind of nature in law, equity or otherwise, arising from any of the following:
 - (a) A failure of the Governing Authority and/or school or any of its officers, trustees, directors, employees, successors, agents or contractors to perform any duty, responsibility or obligation imposed by law or by this contract; and
 - (b) An action or omission by the Governing Authority and/or school or any of its officers, trustees, directors, employees, successors, agents or contractors that result 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 of any kind.

The entering into of this contract and the oversight of the Authorizer of the school and the Governing Authority pursuant to this contract shall in no way implicate the Authorizer or render it liable or responsible for the acts or omissions of the Governing Authority or the school, and, the Governing Authority and the school hereby agree to indemnify, and shall defend and hold harmless the Authorizer, for claims, demands, actions, suits, causes of action, losses, costs, expenses, attorney fees, damages, judgments, orders or liabilities of any kind claimed by the school, parents of students, the Governing Authority, or third parties otherwise arising out of or in any way related to the operations of the school.

6. The Governing Authority recognizes the authority of the Department of Education to suspend the operation of the school under section 3314.072 of the Revised Code if the department has evidence of conditions or violations of law at the school that pose an imminent danger to the health and safety of the school's students and employees and/or the Authorizer refuses to take such action.
7. The Governing Authority recognizes that the Department of Education may assume authorization of the school in accordance with O.R.C. § 3314.015.
8. The Governing Authority and school shall timely comply with all reasonable requests of the Authorizer. Any reasonable request of the Authorizer shall be answered in writing within ten (10) business days and cured within a period of time acceptable to the Authorizer (unless a health or safety emergency which must be cured immediately). Failure to do so is grounds for termination of this contract.
9. The school also hereby agrees that it will cooperate fully with the Authorizer to complete the appropriate procedures and paperwork as outlined by the Authorizer, the Ohio Department of Education, or in statute in the event the school is closed. Any

refusal by the school to cooperate fully with the Authorizer will be considered a material breach of this contract and may serve as the basis for injunctive relief.

10. Upon the expiration of this contract the Authorizer may, in accordance with Revised Code §3314.03(E), renew or amend and restate the contract.
11. The Department of Education may suspend operations pursuant to Ohio Revised Code 3314.072 if the Authorizer refuses to do so.
12. Public health and safety officials may inspect and order school facilities closed if not in compliance with health and safety laws and regulations in accordance with Ohio Revised Code Section 3314.03(A)(22)(a), including but not limited to those laws applicable to the health and safety of students such as O.R.C. 3737.73.

ARTICLE X. MISCELLANEOUS

A. Severability.

If any term, provision or clause of this contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.

B. Notice.

Any notice to one party by the other shall be satisfied upon receipt, and deliver by personal delivery or by certified mail; return receipt requested the following persons and address:

If to Authorizer:

Buckeye Community Hope Foundation
c/o Steven J. Boone, President
3021 E. Dublin-Granville Rd., Suite 200
Columbus, Ohio 43231

With a copy to:

Drew McFarland, Attorney at Law
230 E. Broadway
Granville, Ohio 43023

If to Governing Authority or school to:
James George, GA President
Buckeye Preparatory Academy
1414 Gault Street
Columbus, Ohio 43205

With a copy to:
Amy E. Goodson, Esq.
288 S. Munroe Road
Tallmadge, Ohio 44278

Notices of change of person or address must be given pursuant to this Article X.B.

C. Headings.

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

D. Exhibits.

All Exhibits are attached hereto and incorporated by reference into this contract, as an integral part of this contract.

E. Assignments/Modifications.

This contract and its terms shall not be assigned or delegated without the written approval of the other party. No modifications to this contract shall be valid and binding unless signed by both the Authorizer and the Governing Authority and attached to this contract.

The Authorizer recognizes that updates, modifications, and changes may be necessary in the Exhibits from time to time throughout the term of this contract. The following actions and/or notification requirements apply to the Exhibits attached hereto:

EXHIBIT	AUTHORIZERAPPROVAL REQUIRED	UPDATE TO CONTRACT REQUIRED	BOARD APPROVAL REQUIRED	NOTICE TO AUTHORIZER
I.B.2	Yes	Yes	Yes	
I.C.	Yes	Yes	Yes	
I.F.	Yes	Yes	Yes	
I.G.	Yes	Yes	Yes	
III.B.	Yes	Yes	Yes	
III.H.	No	No	Yes	Yes
III.I.	No	Yes	No	Yes-annually

IV.A-F	No	Yes	Yes	Yes-as occur
IV.H.	No	Yes	Yes	Yes-as occur
V.D.	No	No	Yes	Yes-annually
VI.B.	Yes	Yes	Yes	Yes
VI.C.	No	No	Yes	Yes
VII.A.-B.	Yes	Yes	Yes	Yes
VII.D.	Yes	Yes	Yes	Yes
IX.	N/A	N/A	N/A	N/A

A breach of any of the terms, covenants, conditions and/or agreements of this contract, including any Exhibits to this contract, shall constitute good cause for probation, termination, suspension or non-renewal of this contract.

[The remainder of this page is intentionally left blank.]

Executed this 30th day of June, 2015 in Franklin County, Ohio.

GOVERNING AUTHORITY:

Buckeye Preparatory Academy

By: 

Its: President, Board of Directors

With full authority to execute this contract
for and on behalf of Governing Authority
and with full authority to bind the
Governing Authority and the school;

AUTHORIZER:

BUCKEYE COMMUNITY HOPE
FOUNDATION, an Ohio nonprofit
corporation

By: 

Steven J. Boone, President

Exhibit I.B.2

Certificate of Incorporation

Articles of Incorporation

Statutory Agent

Code of Regulations

Taxpayer ID No.

IRS Tax Determination Letter, if applicable.

201304201438

DATE: 2/12/2013	DOCUMENT ID 201304201438	DESCRIPTION DOMESTIC ARTICLES/NON-PROFIT (ARN)	FILING 125.00	EXPED .00	PENALTY .00	CERT .00	COPY .00
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Receipt

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

AMY E GOODSON ESQ
281 FULMER DRIVE
SILVER LAKE, OH 44224

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2172730

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

BUCKEYE PREPARATORY ACADEMY, INC.

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

Document(s):

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

201304201438

Effective Date: 02/11/2013



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
12th day of February, A.D. 2013.

A handwritten signature in black ink that reads "Jon Husted".

Ohio Secretary of State



Form 532B Prescribed by:

JON HUSTED
Ohio Secretary of State

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

Mail this form to one of the following:

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

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

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

First:

Name of Corporation

Buckeye Preparatory Academy, Inc.

Second:

Location of Principal office
in Ohio

Columbus

City

Ohio

State

Franklin

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

See additional provisions attached hereto.

****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 Buckeye Preparatory Academy, Inc.
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

Amy E. Goodson

Name

2851 Fulmer Drive

Mailing Address

Silver Lake

City

Ohio

State

44224

Zip Code

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

Amy E. Goodson
Signature

Signature

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, Amy E. Goodson, named herein as the
Statutory Agent Name

Statutory agent for Buckeye Preparatory Academy, Inc.
Corporation Name

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

Statutory Agent Signature

Amy Goodson
Individual Agent's Signature / Signature on behalf of Corporate Agent

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

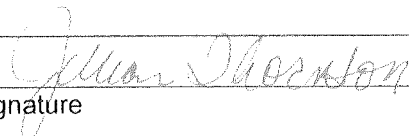
By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

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

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

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


Signature



By


Print Name


Signature



By


Print Name


Signature



By


Print Name

**ADDITIONAL PROVISIONS
TO
ARTICLES OF INCORPORATION
OF
BUCKEYE PREPARATORY ACADEMY, INC.**

THIRD: The Corporation is organized exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its 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 the Third Article hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and 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. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code (or the corresponding section of any future federal tax code) or (b) by a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code (or the corresponding section of any future federal tax code).

FIFTH: Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to a public benefit corporation, the United States, a state or any political subdivision of a state, or an organization recognized as exempt for federal income tax purposes under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to an organization described above, as said Court shall determine. Notwithstanding anything contained in this Article V, to the extent permitted by Chapter 1702 of the Revised Code, at any time during which this Corporation is a community school under the laws of Ohio, it shall be subject to R.C. 3314.074.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/17/2014	201410701109	BULK AGENT CHANGE (BAP)	102.00	.00		.00	.00

Receipt

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

AMY E. GOODSON
288 S. MUNROE RD
TALLMADGE, OH 44278

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
AMY E. GOODSON

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

Document(s)
BULK AGENT CHANGE

Document No(s):
201410701109

Effective Date: 04/17/2014



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 17th day of April, A.D.
2014.

Ohio Secretary of State

CODE OF REGULATIONS OF BUCKEYE PREPARATORY ACADEMY, INC.

ARTICLE I GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Buckeye Preparatory Academy, Inc. (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 as a public benefit corporation as defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a 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 of 1986," as amended.

b. Unless otherwise specifically set forth in 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 by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and
2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and
3. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
4. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator or sponsor of a community school unless at one year has elapsed since the conclusion of the person's membership; and
5. No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation's headquarters shall be located and maintained in Franklin County, Ohio or such other location as the Board of Directors may determine.

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 Corporation shall have a Board of Directors consisting of no less than five members; all of whom shall be appointed to terms in accordance with Section 2 below.

Section 2. Authority.

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

Section 3. Election of and Term of Office of Directors.

Each Director shall hold office for a term of three years commencing on the day of the meeting at which the Director was elected and ending on the day of the third annual meeting thereafter or until successor Directors are elected and qualified. The initial Directors terms may be less than three years so as to create staggered terms. Prior to the expiration of each Director's term, the remaining Board of Directors shall appoint, by majority vote, a replacement Director who shall serve a three year term commencing upon the expiration of each initial Director's term. Directors may be reappointed and serve additional terms.

Section 4. Director Vacancies.

a. Except as provided in Section 3 above, 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. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall made by a vote of the remaining directors, though less than a majority of the whole authorized number of directors.

Section 5. Qualifications.

All Directors are required to obtain a criminal background check, as required by Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of the Board may serve on the governing authority of more than the statutory maximum number of Ohio community schools.

Section 6. Compensation.

Directors may elect to receive compensation pursuant to Ohio Revised Code provisions governing compensation of community school governing authority members. Directors may also be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

Section 7. General Powers of the Board.

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

Section 8. Other Powers.

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

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

ARTICLE III MEETINGS

Section 1. Meetings of the Board.

Annual Meetings of the Board of Directors shall be held each year for the election of officers and for the transaction of any other business which may properly come before the Board.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code and at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

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

All meetings of the Board shall be held in the county in which the headquarters are located, as the Board of Directors may determine or at other locations as the Board of Directors may determine from time to time.

Section 2. Meeting Held Through Communications Equipment and Action Without a Meeting.

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 meeting. Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or 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. The preceding notwithstanding, no meeting may be held through the use of communications equipment and no action without a meeting may be take at any time during which the Corporation is a community school under Chapter 3314 of the Ohio Revised Code or is otherwise subject to Section 121.22 of the Ohio Revised Code.

Section 3. 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 4. Vote of Directors.

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

Section 5. 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.

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, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

a. 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. The President shall preside at all 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; coordinate managements' annual performance evaluation; 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.

b. Vice-President. The Vice-President shall perform duties as are conferred upon him/her by these 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.

c. 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. The Secretary 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.

d. Treasurer. The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an Assistant Treasurer to act as the corporation's designated Fiscal Officer who shall hold such licenses and receive such training as required by Ohio law.

e. Designated Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Assistant Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the Board's review of and action related to the Board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the Board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the Board for approval; and review and answer Board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Annual reports are required to be submitted to the Board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, Board members, and the public.

Section 2. 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, if any.

Section 3. 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 4. 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 5. Term of Office.

The officers of the Corporation shall hold office for one year. The number of terms of such Officers is not hereby limited.

Section 6. 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 7. Officer Vacancies.

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

**ARTICLE V
COMMITTEES**

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

**ARTICLE VI
SEAL**

If deemed advisable by the Board of Directors, the Corporation may adopt a corporate seal. If deemed advisable by the Board of Directors, duplicate seals may be provided and kept for the purpose of the Corporation.

**ARTICLE VII
BOARD POLICIES**

Section 1. Nondiscriminatory Policy

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status or military status 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 Corporation will comply with all federal and state laws regarding the education of handicapped students.

Section 2. Conflicts of Interest Policy

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

ARTICLE VIII INDEMNIFICATION

Section 1. Indemnification.

The Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation, proceeding, claim or other matter therein, and the Corporation as deemed proper by the Board of Directors may indemnify any other person, 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, proceeding, 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 having been a Director, Officer, employee, volunteer, advisor, fiduciary, or other agent of or in a similar capacity with the Corporation.

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 IX 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 X DISSOLUTION

The Corporation may be dissolved by the Board of Directors at any time, provided that upon dissolution the Corporation shall distribute its assets to a 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 of 1986," as amended. Notwithstanding the foregoing, to the extent permitted by Chapter 1702 of the Revised Code, at any time during which this Corporation is a community school under the laws of Ohio, it shall be subject to R.C. 3314.074.

ARTICLE XI MISCELLANEOUS

Section 1. Fiscal Year.

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

Section 2. Audit.

The fiscal records of the Corporation shall be audited each year by the Auditor of the State of Ohio or by a 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.

Except for previously approved recurring expenses such as sponsorship fees; management fees; grant expenses; insurance; audit, accounting, and tax fees; bank fees, legal fees; and meeting notification expenses, all expenditures shall be approved by resolution of the Board of Directors.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Buckeye Preparatory Academy, Inc.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Other (see instructions) ▶ non-profit corporation	
Address (number, street, and apt. or suite no.) 1414 Gault Street	Requester's name and address (optional)
City, state, and ZIP code Columbus, Ohio 43205	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									
4	6		-	2	0	5	3	0	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Amey Goodson</i>	Date ▶ <i>2/22/13</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

BUCKEYE PREPARATORY ACADEMY

The tax exemption application has been filed with the IRS. The School is waiting on the final letter of approval and will submit to BCHF upon receipt.

Exhibit I.C.

Lease or Deed
Amendments/Modifications/Renewals

LEASE AGREEMENT

BETWEEN

Buckeye Community Hope Foundation,
an Ohio nonprofit corporation

LANDLORD

and

Buckeye Preparatory Academy, Inc.
an Ohio nonprofit corporation

TENANT

LEASE AGREEMENT

THIS AGREEMENT OF LEASE (the "Lease") made at Columbus, Ohio and executed this 18th day of December, 2013 (the "Effective Date") by and between **Kent School LLC**, an Ohio limited liability company, whose offices are located at 3021 East Dublin-Granville Road, Columbus, Ohio 43231 (the "**Landlord**") and **Buckeye Preparatory Academy, Inc.**, an Ohio nonprofit corporation, whose offices are located at 275 West Market Street, Akron, Ohio 44303 (the "**Tenant**").

WITNESSETH:

1. **Premises.** Situated in the City of Columbus, County of Franklin, State of Ohio, located at 1414 Gault St., Columbus, Ohio 45205, consisting of a school building (the "**Building**") with a total of approximately 37,000 square feet and the land on which same are located (the "**Premises**"), all as more particularly described in the exhibit depicting the Premises attached hereto and incorporated herein as **Exhibit "A."**

2. **Term, Lease Commencement Date, and Renewal.**

(a) **Lease Term.** This Lease shall have a term of five (5) Lease Years, (as herein defined), (the "**Initial Lease Term**") commencing on July 1, 2014 (the "**Lease Commencement Date**") and ending on June 30, 2019. Rent as that term is defined in Sections 7, 12 and other charges described herein shall commence upon the Lease Commencement Date and shall be paid as hereinafter provided.

(b) **Preliminary Term.** A temporary office will be available to the Tenant onsite and Tenant shall have access to the Premises for marketing and promoting the school from March 1, 2014 until the Lease Commencement Date (the "**Preliminary Term**").

(c) **Option to Renew Lease.** Provided that Tenant is not in default in the performance of any of the obligations hereunder to be performed by Tenant, including being current in all financial and other obligations pursuant to this Lease, Tenant shall have the option to renew this Lease for three (3) additional terms of five (5) Lease Years each (the "**First Renewal Term**," "**Second Renewal Term**" and "**Third Renewal Term**" or collectively the "**Renewal Terms**") under the same terms and conditions including rent as the Initial Lease Term. Tenant must provide written notice to Landlord of its intent to renew at least one hundred eighty (180) days prior to the then current term's expiration in order to exercise each renewal term.

3. **Definition of "Lease Year."** For purposes of this Lease, the term "**Lease Year**" shall mean, for the first (1st) such Lease Year, the period beginning on the Lease Commencement Date and ending on June 30, 2015, and thereafter shall mean each successive period beginning on July 1 of each successive year and ending on June 30th of the next calendar year. Upon the Lease Commencement Date, Landlord and Tenant shall execute a Lease Commencement Date Agreement memorializing the terms of this Section but the failure to execute such agreement shall not prevent the commencement of the term. If the Lease Commencement Date occurs on a

day other than the first (1st) day of a calendar month, rent and other charges described herein running from the Lease Commencement Date until the first (1st) day of the next calendar month shall be prorated and such installment shall be payable as provided in Section 7 hereof.

4. **Tenant Improvements to Premises.**

(a) **Substantial Completion.** “**Substantial Completion**” shall mean (i) all of the Tenant Improvements (as defined herein) have been completed by Landlord’s contractor in accordance with Tenant’s Plans (as defined herein) (other than minor punch list items which will not materially, adversely affect Tenant’s ability to conduct business and which will be completed by Landlord’s contractor as soon as reasonably possible) and (ii) a temporary certificate of occupancy, if required by the City of Columbus, for all portions of the Premises has been issued by the appropriate jurisdiction. Unless otherwise agreed in writing between Landlord and Tenant, the taking of possession by Tenant shall be deemed conclusively to establish that Landlord has achieved Substantial Completion of the Tenant Improvements in accordance with the Tenant plans subject to Landlord’s obligations to complete punch list items. Prior to taking possession of the Premises, Tenant shall deliver to Landlord a written punch list specifying all defects in materials and workmanship in the Tenant Improvements. Upon the Commencement Date, Tenant shall execute and deliver to Landlord a letter of acceptance of delivery of the Premises which shall include the Tenant Improvements (as defined herein).

(b) **Construction of Tenant Improvements.** Landlord agrees to construct the “**Tenant Improvements**” in accordance with **Landlord’s Work Letter** set forth in **Exhibit “B,”** attached hereto and incorporated herein and in accordance with Tenant’s plans approved by Landlord (“**Tenant’s Plans**”). Tenant Improvement specifications will be provided to the Landlord by February 15, 2014. Upon final, mutual approval of the Tenant Plans by Landlord and Tenant, the Tenant Plans shall be attached hereto as **Exhibit “C”** and made a part hereof. Landlord shall pay for the Tenant Improvements. This shall include the cost of construction for the Tenant Improvements, including architectural, design, engineering, cabling and wiring costs. Landlord shall not be required to pay Tenant’s furniture, fixtures, furnishings, personal property, signs or any monetary obligations of Tenant under this Lease (See Section 12 for Tenant obligations for payment of FF&E). Landlord and Tenant will mutually agree upon **specific finishes** in regard to the Tenant Improvements which are listed on the attached **Exhibit “C.”** Any change in finishes not specifically agreed to by the Landlord in Exhibit “C” shall result in additional charges to the Tenant for the same. Upon approval of Tenant’s Plans and on request of Tenant, Landlord will select a general contractor to complete the Tenant Improvements.

Landlord warrants for a period of one (1) year after the Lease Commencement Date that the Tenant Improvements, excluding FF&E as defined in Section 12 hereof, will be constructed in a good and workmanlike manner, substantially in accordance with the Tenant’s Plans, free from any faults or defects in materials or construction. Landlord shall not be liable under this warranty except with respect to material faults, defects and other non-conforming conditions (collectively, “**Non-Conforming Conditions**”) for which Tenant shall have given notice to Landlord within the one (1) year period after the Lease Commencement Date. All other Non-Conforming conditions (including any latent or undiscovered defects) are waived by Tenant. If Tenant gives Landlord written notice of any Non-Conforming Condition within this

one (1) year period, Landlord shall repair or replace the same at Landlord's cost, provided that the Non-Conforming Condition does not result from (i) the willful or negligent conduct of Tenant, its agents, employees, licensees, invitees, or contractors, or (ii) ordinary wear and tear.

Landlord without representation, recourse or warranty hereby assigns, transfers and sets over unto Tenant and Tenant hereby accepts from Landlord all of Landlord's right, title and interest in and to all transferable warranties and guarantees, if any, with respect to the Tenant Improvements located on the Premises or any repairs or renovations to such Tenant Improvements.

(c) Early Entry of Tenant. Landlord may allow Tenant to enter into the Premises up to fifteen (15) days prior to the date of Substantial Completion for the purpose of installing furniture, fixtures and equipment and other leasehold improvements at Tenant's sole risk for persons and property, provided that such entry and work do not unreasonably interfere with the performance of Landlord's work or other workers in and about the Building. At any time during such period of early entry, if Landlord notifies Tenant that Tenant's entry or work is materially interfering with or delaying the performance of work to be performed by Landlord or other workers in and about the Building, or causing any unreasonable disruption, Tenant shall forthwith discontinue any further work and shall take such measures as may be necessary to prevent such interference. All terms and conditions of this Lease shall apply to Tenant during such early entry period.

(d) Landlord shall establish Substantial Completion of the Tenant Improvements by no later than March 1, 2014. If Landlord fails to accomplish Substantial Completion of the Tenant Improvements which directly and primarily results in the Tenant being unable to open the Community School for the 2014-2015 school year at the Premises, then Tenant shall have the unilateral right to terminate this Lease without penalty and all deposits or similar fees paid to the Landlord by Tenant will be refunded within thirty (30) days of termination.

5. Condition of the Premises. Subject to the Tenant Improvements specified in Section 4, Tenant accepts the Premises in "AS IS, WHERE IS" condition. Tenant shall not make or allow to be made any alternations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Any alterations, additions or improvements to or of the Premises, including but not limited to the installation of equipment affixed to the Premises in such a manner that such equipment becomes a fixture, but excepting movable furniture and trade fixtures, shall at once become a part of the Building and belong to Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, in a good and workmanlike manner in accordance with applicable laws (including laws relating to the use of hazardous material such as asbestos-containing materials) and diligently completed.

6. Use. The Premises shall be used as a Community School and for purposes associated therewith, and for related administrative uses (the "Permitted Use"), Tenant

covenants and agrees that at all times during the Lease Term and any Renewal Term the Premises shall be used only for the said purpose without the prior written consent of Landlord, which consent shall be unreasonably withheld, delayed or conditioned. Tenant shall comply with all applicable laws, ordinances, regulations and statutes pertaining to the use of the Premises. Tenant acknowledges that, except as specifically set forth herein, neither Landlord, nor any representative of Landlord, has made any representation as to the condition of the foregoing or the suitability of the foregoing for Tenant's intended use; provided however, Tenant's obligations pursuant to the Lease are contingent on the zoning, building and fire code as applicable to the Premises allowing, as of right, the Permitted Use.

7. **Base Rent.**

(a) Landlord reserves, and Tenant covenants to pay to Landlord beginning for the Lease Commencement Date at the office of Landlord, or at such other place as Landlord may designate, without any prior demand therefor, and without any setoff or deduction whatsoever as rent for the Premises, and for the rights herein granted Tenant, a minimum rental (hereinafter referred to as "**Base Rent**") as follows:

The "**Fixed Base Rental Rate**" shall be One Hundred Fifty Thousand Dollars (\$150,000.00) per year, or Twelve Thousand Five Hundred Dollars (\$12,500.00) per month, commencing July 1, 2014.

The Base Rent will be the greater of the Fixed Base Rental Rate or ten and one-half percent (10.5%) of the total gross State Foundation Money collected (the "**Calculated Amount**"). This calculation excludes federal funds and other extra funds specifically allocated to a specific school operation such as transportation or school lunch.

The Base Rent shall be billed by the Landlord on the 11th or 12th of each month and payable by the Tenant on the 20th of each month.

The Base Rent will be the Fixed Base Rental Rate until the Calculated Amount exceeds the Fixed Base Rental Rate. Example: If State Foundation Money is One Hundred Thousand Dollars (\$100,000) in month 'x', Base Rental Rate of Twelve Thousand Five Hundred Dollars (\$12,500) is due. If State Foundation Money in month 'x' is Two Hundred Thousand Dollars (\$200,000), Base Rental Rate is Twenty One Thousand Dollars (\$21,000).

To account for enrollment ramp-up, the Base Rent will follow the schedule below:

For the Preliminary Term of March 1, 2014 through June 30, 2014, Ten Thousand dollars (\$10,000.00), payable Two Thousand Five Hundred Dollars (\$2,500.00) per month.

Year 1 through Year 5 – One Hundred Fifty Thousand Dollars (\$150,000), payable Twelve Thousand Five Hundred Dollars (\$12,500) per month, or ten and one-half

percent (10.5%) of total gross State Foundation Money collected, whichever is greater, payable monthly.

(b) If the Lease Commencement Date occurs on a day other than the first (1st) day of a calendar month, rent and other charges described herein running from the Lease Commencement Date until the first (1st) day of the next calendar month shall be prorated and such installment shall be payable in equal amounts monthly over the term of Year 1.

8. **Late Payments.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent or any other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges that may be imposed upon Landlord by the terms of any mortgage or trust deed covering the Building. Accordingly, if any installment of Base Rent or any other sum due from Tenant shall not be received by Landlord's designee within five (5) days after the due date, then Tenant shall pay to Landlord late charges equal to twelve percent (12%) per annum until paid, plus any attorney's fees incurred by Landlord by reasons of Tenant's failure to pay Base Rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent fair and reasonable estimates of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. The aforementioned fees and interest charges shall also apply to any invoice from Landlord for Tenant's cost for Tenant's Expense or applicable change orders.

9. **Security Deposit.** A security deposit will be paid by Tenant to Landlord as follows: Twenty Five Thousand Dollars (\$25,000.00) at lease signing. The deposit is nonrefundable at lease signing but for the Tenant not securing a Sponsorship agreement. Landlord may use, apply or retain all or any part of the Deposit for payment of any rent or any other sum in default or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, cost or damage which Landlord may suffer by reason of Tenant's default including, but not limited to, brokerage fees incurred to re-let the Premises, attorney's fees to collect all outstanding amount due by reason of Tenant's default and maintenance, repairs and replacements of and to the Building. If any portion for the Deposit is so used or applied, Tenant shall within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Deposit to its original amount and Tenant's failure to do so shall be a breach of this Lease. Landlord shall not, unless otherwise required by law, be required to keep the Deposit separate from its general funds, nor pay interest to Tenant.

10. **Utilities.** Landlord shall provide gas, electricity, water, and sewer utilities, telephone, cable or other communication service, refuse disposal and all other utilities consumed or used at the Premises until the later to occur of the following: March 1, 2014 or Substantial Completion of the Tenant Improvements, on which date all utilities must be transferred into the Tenant's name and shall thereafter be maintained at Tenant's expense.

11. **Real Estate Taxes.**

Based upon Tenant's use of the Premises as a community school, Landlord will apply for and pursue an exemption from and/or remission of the Real Estate Taxes for the Premises. Without charging Landlord, Tenant agrees to and shall cooperate and participate in pursuing such exemption and/or remission of Real Estate Taxes by Landlord, including, without limitation, serving as a co-applicant for, executing documents relating to, and taking such other actions as reasonably requested by Landlord in furtherance of such exemption and/or remission.

After the Lease Commencement Date until such time as the exemption shall be granted, Tenant shall pay all real property taxes and assessments levied against the Premises by any governmental or quasi-governmental authority, including any taxes, assessments, surcharges, or service or other fees of a nature not presently in effect which shall hereafter be levied on the Premises as a result of the use, ownership or operation of the Premises or for any other reason, whether in lieu of or in addition to any current real estate taxes and assessments; provided, including any taxes which shall be levied on the rentals of the Premises; provided, however, that in no event shall the term "Taxes and Assessments", as used herein, include any federal, state or local income taxes levied or assessed on Landlord, unless such taxes are a specific substitute for real property taxes; such term shall, however, include gross taxes on rentals and expenses incurred by Landlord for tax consultants and in contesting the amount or validity of any such Taxes and Assessments but only to the extent the intended benefits of the same would be realized during the Term (all of the foregoing are collectively referred to as "Taxes"), "Assessments" shall include, without limitation, any and all so-called special assessments, commercial rental tax, levy, charge or tax imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, water, drainage other improvement or special district thereof, against the Premises or any legal or equitable interest of Landlord therein. For the purposes of this Lease, any special assessment shall be deemed payable in the maximum number of installments as is permitted by law, whether or not actually so paid. Tenant shall be entitled to reimbursement for any amount of real estate taxes actually paid by Tenant based upon the terms of approval of the tax exemption.

12. **Furniture, Fixtures and Equipment.** The Landlord will equip the school with certain Furniture, Fixtures and Equipment ("FF&E") according to the Tenant's specifications including IT and networking hardware (excludes servers and phone systems), classroom furniture, office furniture, kitchen equipment, and all other customary school equipment to be more fully defined by mutual agreement of the Parties in **Exhibit "D," Inventory List**. The FF&E provided by the Landlord will include Wi-Fi connectivity in substantially all of the Building, data drop, public address or intercom systems, burglar alarm system hardware, and functioning video cameras. Tenant will be responsible for providing curriculum, IT hardware (computers), phone system, and software and all components of the educational program as determined necessary by Tenant.

The FF&E will be paid separately from and in addition to the Base Rent payment. FF&E will be paid at an annual rate of Twelve Thousand Dollars (\$12,000) payable in monthly installments of One Thousand Dollars (\$1,000) for the Initial Term. After the Initial Term, the furniture inventory listed in Exhibit "D" will become the property of the Tenant.

The Tenant agrees to return to the Landlord all FF&E inventory listed in Exhibit "D" provided by the Landlord or equivalent equipment in the same or similar condition as provided by Landlord, excepting normal wear and tear, and except for the furniture which became the Property of the Tenant after the expiration of the Initial Term as specified in the immediately preceding sentence.

All technology infrastructure repairs, maintenance, and upkeep will be paid for by Landlord; provided, however, that Tenant will be responsible for and shall pay for any repairs or replacements of technology infrastructure damaged by the Tenant or its occupants.

13. **Landlord's Obligations, Repairs and Right of Entry.** Landlord covenants that it will, with reasonable dispatch after being notified in writing by Tenant of the need therefor, make such repairs or replacement to the foundations, roofs and structural defects in the Building as may be necessary to keep the same in good condition and repair. Anything in the foregoing to the contrary notwithstanding, Landlord shall have no liability whatsoever for damage or injury to person or property occasioned by its failure to make any such repair (e.g., injury or damage to property resulting from leaks caused by a defect in the roof) unless, within a reasonable time after being notified in writing by Tenant of the need therefor, Landlord shall have failed to make such repair and such failure shall not have been due to any cause beyond Landlord's control, including, without limitation, strikes and/or inability to obtain materials and/or equipment at reasonable prices, in which case Base Rent shall abate until Landlord completes the repair or restores the interrupted service. Landlord, its agents, employees and contractors, shall have the right, from time to time, with reasonable notice, to enter and use, insofar as may be reasonable necessary, the Premises for the purpose of making any of the aforesaid repairs. Tenant shall not be entitled to any reduction in Base Rent or to any claim for damages by reason of any inconvenience, annoyance, and/or injury to business arising out of any repairs made by Landlord pursuant to this Section. Notwithstanding provisions to the contrary in Section 14, any repairs to the mechanical, HVAC, and boiler systems within one year of the Lease Commencement Date shall be paid for by Landlord. To the extent permitted, any warranties obtained by Landlord for work performed or repairs made to the Premises before the Lease Commencement Date shall be made available to the benefit of Tenant.

14. **Tenant's Repairs and Obligations.** Subject to any warranties with respect to the Tenant Improvements, Tenant agrees that from and after the Lease Commencement Date, and until the end of the Lease Term, it will keep neat and clean and maintain in good order, condition and repair or replacement, the Premises and every part thereof, including, without limitation, the front and the exterior and interior portions of all doors, windows, walls and plate glass surrounding the Premises, all plumbing and sewage facilities within the Premises, fixtures and walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, electrical system, alarm systems, interior building appliances, HVAC and boilers systems and equipment and filter replacement, mechanical systems, phone system, exchange server maintenance, lighting, security and fire monitoring systems, and similar equipment, all paved parking areas, walkways, roadways, and driveways (including stripping, sealing, snow and ice removal, salting and/or sanding during winter conditions, and repaving), all landscaping and landscaped areas and irrigation thereof and every other maintenance, repair and replacement excepting only those that

Landlord is specifically responsible for hereunder. Landlord will secure contract service agreements for boiler maintenance, security and fire alarm systems, and other potential contract labor to assist to support the education function of the Tenant, at Tenant's cost. All utilities and third party maintenance service contracts shall be in the name of Tenant. Tenant shall, at Tenant's expense, subject to Landlord's written approval (which approval shall not be unreasonably withheld, delayed or conditioned), repaint, refurbish, and remodel the Premises and any part and portion thereof from time to time to assure that the same are kept in a first-class, tenantable and attractive condition throughout the Lease Term and Renewal Term, if applicable. There is excepted from this paragraph, however, only such damage as Landlord is required to repair pursuant to Section 13 hereof. Tenant further agrees that the Premises shall be kept in a clean, sanitary and safe condition in accordance, and shall in all respects comply, with applicable laws and ordinances, and in accordance with all directives, rules, and regulations of the Health Officer, Fire Marshal, Building Inspector, and other officers of the governmental agencies having jurisdiction thereover. Tenant shall not permit or commit any waste.

15. **Final Inspection of the Premises.** Final inspection by Landlord will be done prior to Tenant's move out and no utilities will be disconnected or transferred until final inspection has been done and documented. Tenant is to arrange such inspection with the Landlord prior to Tenant's move out.

16. **Tenant's Care of Premises.** Tenant covenants and agrees that it will, at all times during the Lease Term and any Renewal Term, keep the Premises clean and free from obstruction, rubbish, and dirt. Tenant shall place all trash, rubbish and garbage in a proper closed receptacle and shall pay all costs incident to the removal thereof.

17. **Janitorial Services for the Premises.** All cleaning and janitorial services for the Premises shall be provided exclusively by Tenant at Tenant's sole cost.

18. **Miscellaneous Covenants of Tenant.** Tenant covenants that: it will comply with all federal, state and/or municipal laws, ordinances and regulations relating to its business conducted in the Premises; it will promptly pay for all electricity, gas, water and other utilities consumed on, and all sewage disposal charges assessed against, the Premises; it will not use the name of the Building for any purpose other than as the address of its business to be conducted in the Premises; it will not use, or permit to be used, the Premises for any illegal or immoral purpose; it will conduct its business in such manner as will be in keeping with the character and reputation of the Building; it will comply with all reasonable rules and regulations promulgated from time to time by Landlord for the operation of the Building; it will not without the prior written consent of Landlord (which consent shall not be unreasonably withheld, delayed or conditioned): (i) make any alteration to any structural portion of the Premises, (ii) use or permit to be used any advertising medium or device such as a stereo, radio or public address system that can be heard outside the Premises in violation of applicable law, and (iii) hold a fire, bankruptcy, going-out-of-business or auction sale; and it will permit Landlord or its representatives (a) to enter the Premises during the last six (6) months of the Lease Term or any Renewal Term for the purpose of showing the Premises to prospective tenants, and (b) to place a "For Rent" sign during such period of time.

19. **Fire Hazard.** Tenant covenants that, without the prior written consent of Landlord, it will not do anything that will increase the rate of fire insurance on the Building, and that if such consent is given, Tenant will pay to Landlord the amount of the increase in the cost of such insurance, as and when the premiums become due.

20. **Care of Roof.** Tenant agrees that it will not (directly or by sufferance) place any debris on the roof of the Building or cut, drive nails into or otherwise mutilate the roof or penetrate the roof in any way without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed), and that it will keep the roof, gutters and downspouts free of all debris generated by its employees, contractors, agents or invitees.

21. **Condition on Termination.** Tenant covenants that it will, upon the expiration or earlier termination of this Lease, (a) deliver up to Landlord, peaceably and quietly, the Premises in the same good condition they are now in or shall hereafter be placed, ordinary wear and tear and damage by casualty within the coverage of Landlord's standard policy excepted, and (b) remove its trade fixtures and/or signage from the Premises and repair promptly any damage caused by such removal.

22. **Improvements to Become Landlord's Property.** Tenant agrees that all additions and other improvements installed in the Premises by it, including, without limitation, all electrical wiring, electric fixtures and floor coverings (including carpeting but excepting rugs) shall immediately become the property of Landlord, and shall not be removed by Tenant at the expiration or earlier termination of this Lease; provided, however, nothing herein shall preclude Tenant from removing its furniture, equipment and trade fixtures.

23. **Indemnification and Release.** Tenant shall indemnify, defend and hold harmless Landlord and its members, employees, attorneys and agents from and against any and all claims, demands, causes of action, judgments, costs, expenses, and all losses and damages (including consequential and punitive damages and attorney's fees) arising from Tenant's, its employees', agents', clients', , invitees' and guests', use of the Premises, or from the conduct of its business or from any activity, work, or other acts or things done, permitted or suffered by Tenant in or about the Premises, or arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any gross negligence or willful or criminal misconduct of Tenant, or any member, officer, agent, employee, independent contractor, guest, or invitee thereof, and from all costs, reasonable attorney's fees and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding which may be brought against Landlord or which arise out of or are in any way related to this Lease; provided, however, Tenant shall not be required to indemnify Landlord for any intentional acts, gross negligence or omissions of Landlord or its members, employees, attorneys, agents, contractors or invitees. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

Landlord shall indemnify, defend and hold harmless Tenant and its directors, officers, members, employees, attorneys and agents from and against any and all claims, demands, causes of action, judgments, costs, expenses, and all losses and damages (including consequential and punitive damages and attorney's fees) arising from any breach or default in the performance of any

obligation on Landlord's part to be performed under the terms of this Lease, or arising from any gross negligence or willful or criminal misconduct of Landlord, or any member, officer, agent, employee, independent contractor, guest, or invitee thereof, and from all costs, reasonable attorney's fees and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding which may be brought against Tenant or which arise out of or are in any way related to this Lease; provided, however, Landlord shall not be required to indemnify Tenant for any intentional acts, gross negligence or omissions of Tenant or its members, employees, attorneys, agents, contractors or invitees. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

24. **Tenant's Insurance.** Tenant will, at all times during the term of this Lease, at its own cost, maintain, with companies reasonably acceptable to Landlord, rated A-XII or better as set forth in the most current "Best's Key Rating Guide" and which shall be licensed to do business in the State of Ohio, commercial general liability and property damage insurance with combined single liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, covering Tenant's activities and operations in the Premises, and property insurance covering Tenant's personal property and the leased FF&E for its full replacement cost. Such policies shall in addition provide the coverages identified on **Exhibit "E"** for the Premises. Tenant's policies shall name Landlord as additional insured. Tenant covenants that certificates of all of the insurance policies required under this Lease, and their renewal or replacement, shall be delivered to Landlord promptly upon demand. If said policy is not provided within five (5) business days from Landlord's request, such inaction will be considered an Event of Default by Tenant under Section 32 hereof. Any such policy or policies shall also provide that it shall not be canceled without thirty (30) days' prior written notice to Landlord. The foregoing insurance requirement is subject to modification by Landlord's risk manager.

25. **Landlord's Insurance.** Landlord will, at all times during the Lease Term, at its own cost, maintain a policy or policies of insurance with an insurance company with an A.M. Best rating of A-VJI or better, insuring the Premises, Building and improvements against all risk (special cause of loss form, its equivalent, or better) of direct physical loss in an amount equal to the full replacement cost of the Building structure and its improvements as of the date of loss, provided Landlord shall not be obligated in any way or manner to insure any personal property of Tenant upon or within the Premises or the FF&E leased to the Tenant. Landlord's insurance shall include boiler coverage. Landlord shall at all times during the term of this Lease maintain commercial general liability insurance in amounts at least equal to that required of Tenant. Landlord's commercial general liability insurance policy or policies shall name Tenant as an additional insured.

26. **Waiver of Subrogation.** Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other from any and all right of recovery, claim, action or cause of action, against each other, their members, shareholders, agents, officers, directors and employees, for any insured loss or damage that may occur, regardless of cause or origin, including negligence of Landlord or Tenant and their members, shareholders, agents, officers, directors and employees. Landlord and Tenant agree immediately to give their respective insurance companies which issued policies of insurance written notice of the terms of

the mutual waivers contained in this Section, and have the insurance policies property endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of the mutual waivers.

27. **Damage by Fire or Other Casualty.** If the Premises or any substantial part of the Premises are damaged or destroyed by fire or other casualty, such that the damage cannot be replaced or repaired within one hundred eighty (180) days thereafter, either party may be written notice to the other, terminate this Lease, which termination shall be effective as of the date of such damage.

If the Premises are made partially or completely untenable as a result of fire or other casualty, and the Lease is not terminated as provided above, this Lease shall remain in full force and effect and the Rent shall abate during such time as the Premises are untenable; provided, however, if Tenant occupies part of the space, Rent shall be abated by an amount determined by multiplying the Rent by a fraction the numerator of which is the rentable space which cannot be occupied and the denominator of which is the total rentable square footage within the Premises.

Unless this Lease is terminated as hereinabove provided, this Lease shall remain in full force and effect and Landlord shall proceed with due diligence to restore, repair, and replace the Premises and Building to substantially the same condition as they were in as of the Lease Commencement Date. Landlord shall be under no duty to restore any alternations, improvements or additions made by Tenant or by Landlord at Tenant's request after the Lease Commencement Date, unless the same are covered by proceeds of insurance designated for the same and available to Landlord in which case Landlord shall restore the same. In all cases, due allowances in the completion of the repairs shall be given to the Landlord for any reasonable delays caused by adjustment of insurance loss, strikes, labor difficulties, inability to obtain supplies or materials or any cause beyond Landlord's control.

28. **Mechanic's Liens.** Tenant shall not permit any mechanic's, materialman's or similar lien to stand against any portion of the Premises or the Building for any labor performed or material furnished in connection with any work performed or caused to be performed by Tenant. If any such lien is filed against the Premises or the Building, Tenant shall indemnify and hold Landlord harmless from any obligation pertaining thereto and shall discharge such lien by paying the amount secured thereby or providing a bond within twenty (20) days after such lien is served on Tenant and if Tenant fails to do so, Landlord may discharge the lien without inquiring into the validity thereof and Tenant shall promptly reimburse Landlord for any amount so expended.

29. **Condemnation.** In the event that the whole of the Premises are taken by the exercise of the power of eminent domain (or sold to the holder of such power, pursuant to a threatened taking) and such taking is more than twenty (20) days, this Lease shall terminate as of the date possession is taken. In the event any portion of the Premises, or at least twenty percent (20%) in the aggregate of the parking areas of the Building, are taken by the exercise of the power of eminent domain and which taking is in excess of thirty (30) days (or sold to the holder of such power, pursuant to a threatened taking), this Lease may, at the option of Landlord or

Tenant, be terminated by written notice given to the other within sixty (60) days after such taking or sale occurs. If this Lease is not so terminated, Landlord covenants that it will, at its own expense, promptly after the lapse of said sixty (60) days, repair such damage and do such work as may be required to repair and rebuild the Premises, with the view to restoring the Premises as nearly as may be to the condition they were in immediately prior to such taking; provided, however, that whether or not this Lease is so terminated, the Rent shall be equitably abated (according to the loss of use) from the date of such taking. Tenant shall have no right in or to the proceeds of any award made in any such condemnation, but shall have the right to its own award for relocation costs or leasehold improvement made by it (and not by Landlord).

30. **Assignment and Subletting.** Tenant covenants that it will not assign this Lease, or sublet, or permit it any other person to occupy part or all of, the Premises, without Landlord's prior written consent, which will not be unreasonably withheld, conditioned or delayed provided that: (i) Tenant shall not be relieved of any liability for performance of all terms and provisions of this Lease to be performed by Tenant; (ii) Tenant is not in default in the performance of its obligations under this Lease; (iii) the successor has a net worth and creditworthiness acceptable to Landlord in its reasonable discretion; (iv) the business reputation of the successor is acceptable to Landlord in its reasonable discretion; (v) the use as set forth in this Lease remains the same or as otherwise permitted pursuant to this Lease; (vi) the successor has not expressed interest in other space in the Building; (vii) the assignment or subletting is in a form and contains such terms as are reasonably acceptable to Landlord; (viii) the Premises shall not be subdivided; (ix) the successor meets other reasonable requirements that Landlord would consider if leasing directly to such successor.

31. **Subordination.** This Lease is and shall be subject and subordinate to all first mortgages or first deeds of trust which may now affect the Premises, the land on which the Premises are situated, and to all renewals, modifications and extensions thereof and shall be, at Landlord's election, subject and subordinate to any or all first mortgages or first deeds of trust which may hereafter affect the Premises, the land on which the Premises are situated, or the Building, and to all renewals, modifications and extensions thereof. The foregoing provisions shall be self-operative as to first mortgages and first deeds of trust existing as of the effective date. Tenant shall, upon request of Landlord, execute and deliver, in recordable form, any instrument of subordination reasonably requested by Landlord. Tenant further agrees to execute an agreement subordinating this Lease to junior mortgages and deeds of trust, upon the request of Landlord and upon the written consent of the beneficiaries of all mortgages or deeds of trust senior thereto. Tenant's obligations provide subordination instruments shall be contingent on the holder of the note secured by such mortgage or deed of trust, providing reasonable written assurances that this Lease and this Lease shall continue in full force and effect for so long as Tenant is not in default and Tenant shall attorn to the person assuming the position of Landlord under this Lease. Any such mortgage or deed of trust may at any time, at the request of the holder of the note secured thereby, be subordinated to this Lease.

32. **Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease ("**Event of Default**") by Tenant.

(a) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, within five (5) days of when due.

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in (a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days is reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Notwithstanding any other provision of this Lease to the contrary, Tenant shall be entitled to ninety (90) days to cure any monetary default in the event that Tenant (a) experiences a reduction or delay in receipt of Tenant's funding equal to or greater than ten percent (10%) of Tenant's monthly operating budget and (b) Tenant provides Landlord reasonable written evidence of such reduction or delay.

33. **Remedies.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, upon five (5) days prior written notice to Tenant, including but not limited to, Landlord's use of "self-help", by altering the Premises' locks or other security devices to deprive Tenant of access thereto, in which case this Lease shall terminate. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises (such as a locksmith and legal fees); expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the cost of storage of Tenant's personal property in the Premises at the time that Landlord takes control of the Premises; all remaining amounts due from Tenant through the end of the Lease Term as if this Lease had not been terminated; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of twelve percent (12%) per annum; or

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent and any other charges as they become due hereunder;

(c) Pursue any other remedy or combination of remedies now or hereafter available to Landlord under the laws or judicial decisions of the State of Ohio;

(d) Cure any default or breach of warranty of Tenant hereunder, and perform any covenants which Tenant has failed to perform, and any sums expended by Landlord in curing such default or breach of warranty and performing such covenants shall be paid by Tenant to Landlord immediately upon demand, shall bear interest at the rate of twelve percent (12%) per annum from the date of demand and/or bring a suit to recover from Tenant all sums due Landlord from Tenant together with interest at the rate of twelve percent (12%) per annum thereon; or

(e) In addition to all other remedies, Landlord is entitled to the restraint by injunction of all violations, actual, attempted or threatened, of any covenant, condition or provision of this Lease.

34. **Estoppel Certificate.** Within ten (10) business days after request by Landlord, Tenant shall certify by a duly executed and acknowledged written instrument to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified by Landlord, as to the validity and force and effect of this Lease, as to the existence of any default on the part of any party thereunder, as to the existence of any offsets, counterclaims, or defenses thereto on the part of Tenant, and as to any other matters as may be reasonably requested by Landlord, all without charge and as frequently as Landlord deems necessary. Tenant's failure or refusal to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance or obligations hereunder, and (iii) that not more than one month's installment of Rent has been paid in advance of the due date.

35. **No Waivers.** Any failure of either party hereto to insist upon strict observance of any covenant, provision or condition of this Lease in any one or more instances shall not constitute or be deemed a waiver, at that time or thereafter, of such or any other covenant, provision or condition of this Lease.

36. **Hazardous Substances.**

(a) Landlord and Tenant hereby covenant and agree that the following terms shall have the following meanings in this Lease:

(i) "Environmental Laws" means all federal, state and local laws, statutes, ordinances and codes relating to the use, storage, treatment, generation, transportation, processing, handling, production, or disposal of any Hazardous Substance and the rules,

regulations, policies, guidelines, interpretations, decisions, orders, and directives with respect thereto.

(ii) "Hazardous Substance" means any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous materials Transportation Act, as amended (49 U.S.C. Sections 1801. *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Sections 6901, *et seq.*) or any other applicable Environmental Law and any medical refuse, waste, needles or related material.

(iii) "Release" has the same meaning as given to that term in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 97601, *et seq.*), and the regulations promulgated thereunder.

(b) Tenant covenants and agrees with Landlord as follows:

(i) Tenant shall keep, and shall cause all occupants of the Premises, to keep the Premises free of all Hazardous Substances, except for Hazardous Substances stored, treated, generated, transported, processed, handled, produced, or disposed of in the normal operation of the Premises, in compliance with all Environmental Laws.

(ii) Tenant shall comply with, and shall cause all occupants of the Premises to comply with, all Environmental Laws.

(iii) Tenant shall promptly provide Landlord with a copy of all notifications which it gives or receives with respect to any past or present Release of any Hazardous Substance or the threat of such a Release on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises.

(iv) Landlord shall have the right, but not the obligation, to cure any violation by Tenant of the Environmental Laws and Landlord's costs and expenses to so cure shall be the responsibility of Tenant under this Lease. This provision shall not apply to any environmental hazards not disclosed by Landlord.

(c) Tenant covenants and agrees, at its sole cost and expense, to indemnify, defend, and hold Landlord harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, and/or expenses (including, without limitation, reasonable attorney's and experts' fees and expenses) of any kind or nature whatsoever which may at any time be imposed upon, incurred by, asserted, or awarded against Landlord arising out of the actions or inactions of Tenant or any occupant of the Premises, and (i) the storage, treatment, generation, transportation, processing, handling, production, or disposal of any Hazardous Substance; (ii) the presence of any Hazardous Substance or a Release of any Hazardous

Substance or the threat of such a Release; (iii) human exposure to any Hazardous Substance; (iv) a violation of any Environmental Law; or (v) a material misrepresentation or inaccuracy in any representation or warranty or material breach of or failure to perform any covenant made by Tenant herein.

The liability of Tenant to Landlord hereunder shall in no way be limited, abridged, impaired, or otherwise affected by: (i) the release, expiration, or termination of this Lease; (ii) the invalidity or unenforceability of any of the terms or provisions contained in this Lease; (iii) any exculpatory provisions of this Lease; (iv) any applicable statute of limitations; (v) the assignment of this Lease by Landlord or Tenant; (vi) the sale, transfer, or conveyance of all or part of the Premises; (vii) the dissolution or liquidation of Tenant; (viii) the death or legal incapacity of Tenant; (ix) the release or discharge, in whole or in part, of Tenant in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or similar proceeding; or (x) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of Tenant under this Lease. The foregoing indemnity shall be in addition to any and all other obligations and liabilities Tenant may have to Landlord at common law.

(d) Tenant agrees not to introduce any Hazardous Substance in, on or adjacent to the Premises without (i) providing Landlord with thirty (30) days' prior written notice of the exact amount, nature, and manner of such Hazardous Substance, and (ii) complying with all applicable federal, state and local laws, rules, regulations, policies and authorities relating to the storage, use or disposal, and clean-up of Hazardous Substances, including, but not limited to, the obtaining of proper permits.

(e) Tenant shall immediately notify Landlord of any inquiry, test, investigation, or enforcement proceeding by or against Landlord or the Premises concerning a hazardous Substance. Tenant acknowledges that Landlord, as the owner of the Premises, shall have the right, at its election, in its own name or as Tenant's agent to negotiate, defend, approve, and appeal any action taken or order issued with regard to a Hazardous Substance by an applicable governmental authority.

(f) If Tenant's storage, use or disposal of any Hazardous Substance in, on or adjacent to the Premises results in any contamination of the Premises, Building, the soil or surface or groundwater requiring remediation under federal, state or local statutes, ordinances, regulations or policies. Tenant agrees to clean up the contamination. Tenant further agrees to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs, fees, including attorney's fees and costs, arising out of or in connection with any clean-up work, inquiry or enforcement proceeding in connection therewith, and any Hazardous Substances currently or hereafter used, stored or disposed of by Tenant or its agents, employees, contractors or invitees on or about the Premises or Building.

(g) Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of Hazardous Substances and in a condition which complies with all governmental statutes, ordinances, regulations and policies, recommendations of

consultants hired by landlord, and such other reasonable requirements as may be imposed by Landlord.

(h) Tenant shall take the following actions with respect to asbestos located within the Premises:

(1) Perform an initial inspection and re-inspect every 3 years all school buildings for asbestos-containing material.

(2) Develop, maintain, and update an asbestos management plan, which must be maintained at the school building.

(3) Provide yearly notification to parents, teachers, and employee organizations regarding the availability of a school asbestos management plan and any asbestos abatement, removal, or renovation actions taken or planned in the school.

(4) Designate a contact person to ensure that the responsibilities of the school for managing asbestos are properly implemented.

(5) Perform periodic surveillance inspections of known or suspected asbestos-containing building materials in order to identify any potential damage.

(6) Ensure the properly credited professionals perform inspection and response actions and prepare management plans for asbestos-containing materials.

(7) Provide all of the custodial staff at the school with asbestos awareness training.

(i) Tenant's and Guarantor's (by separate agreement) liability for breach under this Section during the term of this Lease shall survive termination of this Lease until such obligations or liability has been paid in full or resolved to Landlord's satisfaction.

37. **Compliance with Governmental Laws and Regulations.** Each party, at its sole cost and expense, shall comply with and shall cause the Premises to comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting each party's respective obligations hereunder regarding the Premises or any part thereof, or the use thereof, including, but not limited to, those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations and/or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same.

38. **Signs.** Landlord shall at its own cost, replace the insert in the existing exterior identification sign and other school identification signs on the Premises, pursuant to the Tenant's design as approved by Landlord. Landlord shall pay all governmental fees and obtains the proper governmental permits associated with alteration of the sign. Tenant agrees to hold Landlord harmless from any and all losses, damages, claims, suits or actions for any damage or injury to person or property caused by the maintenance and operation of such sign.

39. **Liability of Landlord.** If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property received by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Premises, and neither Landlord nor any shareholder, trustee, officer, employee or agent thereof, shall be liable for any deficiency.

40. **Notices.** Any notice herein provided for to be given to Landlord shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid, or when deposited with a recognized overnight delivery service, addressed to Landlord at 3021 East Dublin-Granville Road, Columbus, Ohio 43231 Attention: David F. Petroni and any notice herein provided for to be given to Tenant shall be deemed to be given if and when posted in United States registered or certified mail, or when deposited with a recognized overnight delivery service, addressed to (a) Cambridge Education Group, 275 West Market Street, Akron, Ohio 44303, Attention: Legal Department, (b) Buckeye Preparatory Academy, Attention: Amy Goodson, Board Counsel, 2851 Fulmer Drive, Silver Lake, Ohio 44224 and (c) Newpoint Education Partners, LLC, David Stiles.

41. **Quiet Possession.** Upon Tenant's paying the Rent and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Lease Term and any Renewal Term, subject to the terms, covenants and conditions set forth in this Lease, and further subject to any ground lease, mortgage or deed of trust to which this Lease is or shall be subordinate.

42. **Short Form Lease.** The parties hereto agree that a short form lease describing the Premises, setting forth the terms and referring to this Lease, shall, at the request of either party, be promptly executed and recorded (at the cost of the requesting party). This Lease may not be recorded.

43. **Marginal Headings and Pronouns.** The headings appearing on the margin of this Lease are intended only for convenience of reference, and are not to be considered in construing this instrument. Every pronoun used in this Lease shall be construed to be of such number and gender as the context shall require.

44. **Successors and Assigns.** This Lease and all the terms, covenants, conditions and provisions herein contained, shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and (if and when assigned in accordance with the provisions hereof) assigns.

45. **Occupancy.** If Tenant is unable to obtain possession of the Premises at the beginning of the Term hereof due to any act or condition (such as construction delays), Landlord shall not be liable to Tenant or any other person, firm or corporation for any loss or damage

resulting there from, and this Lease shall not be affected thereby in any way, and the Rent payable hereunder shall remain due starting with the Lease Commencement Date.

46. **Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the Lease Term or any Renewal Term with the express written consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental in the amount of One Hundred Fifty Percent (150%) of the last monthly Base Rent, FF&E payment and Technology Infrastructure payment, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy. Landlord and Tenant shall each have the right to terminate the month-to-month tenancy upon at least thirty (30) days' written notice prior to the last day of the calendar month intended as the date of termination of such month-to-month tenancy.

47. **Time is of the Essence: Days or Months Reference.** Time is of the essence of this Lease. Unless specifically provided otherwise, all references to terms of days or months shall be construed as references to calendar days and/or calendar months, respectively.

48. **Waiver of Jury Trial and Attorney's Fees.**

(a) **Waiver of Jury Trial and Counterclaim.** The parties hereto hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

(b) **Attorney's Fees.** If Landlord and Tenant litigate any provision of this Lease, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorney's fees and court costs, incurred by the successful litigant at trial and on any appeal. If, without fault, either Landlord or Tenant is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability, and expense, including reasonable attorney's fees and court costs, incurred by it in connection with such litigation.

49. **Brokers.** Each of Landlord and Tenant warrants that it has had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease. Both parties warrant that they know of no real estate broker or agent who is entitled to a commission/finder's fee in connection with this Lease. Each party hereby agrees to indemnify, defend and hold harmless the other party from and against any liability, cost or expense, including attorney's fees, as a result of any claim for a commission, fee or other compensation made by any other real estate broker, finder or other person and asserted against the other party by reason of an arrangement made or alleged to have been made by the indemnifying party.

50. **Governing Law; Jurisdiction.** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio applicable to contracts made and to be performed wholly within that State 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.

51. **Entire Agreement.** This Lease and the Exhibits set forth the entire agreement between the parties. Any prior conversations or writings 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. If any provision contained in an Addendum is inconsistent with a provision of this Lease, the provision contained in the Addendum shall supersede the Lease provision.

52. **Severability.** If any provision of this Lease shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease shall not in any way be affected or impaired thereby, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

53. **Delays/Force Majeure.** Landlord shall not be considered in default under this Lease on account of any failure or delay in performing any agreement, covenant or obligation to be performed by Landlord if such failure or delay is due in whole or in part to any strike, lockout, labor dispute, civil disorder, war, shortage of or delay in obtaining labor or materials, power or fuel shortage or disruption, restrictive governmental law or regulation, accident, civil unrest, casualty, act of God, or any other cause beyond the reasonable control of Landlord or Tenant, as the case may be.

54. **OFAC/Patriot Act Compliance.** Tenant represents and warrants to Landlord that Tenant and Tenant's constituent owners and affiliates are currently in compliance with, and Tenant covenants that it shall at all times during the Term (including any extension thereof) be and remain in compliance with Anti-Terrorism Laws. Tenant further hereby covenants with Landlord that neither Tenant nor any of Tenant's respective constituent owners or affiliates is or shall be during the Term of this Lease (or any extension thereof) a Prohibited Person, which is defined as follows: (A) a person or entity that is listed in the annex to, or is otherwise subject to, the provisions of the Executive Order; (B) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to or is otherwise subject to the provisions of, the Executive Order; (C) a person or entity with whom Landlord is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including with limitation the Executive Order and the USA Patriot Act; (D) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (E) a person or entity that is named as a "specially designated national and blocked person" on the then most current list published by OFAC at its official website or at any replacement website or other replacement official publication of such list; and (F) a person or entity who is affiliated with a person or entity listed in items (A) through (E) above. At any time and from time to time during the Term (and any extensions or renewals thereof), Tenant shall deliver to Landlord, within ten (10) business days after receipt of a written request therefor, a written certification or such other evidence reasonable acceptable to Landlord, in its sole discretion, evidencing and confirming Tenant's compliance with this Section 58. In the event Tenant fails to timely deliver such evidence, Landlord shall have the right to immediately terminate this Lease. TENANT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD AND ALL LANDLORD PARTIES FROM AND AGAINST ANY

AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES. The indemnification obligations set forth in this Section 58 shall survive the expiration or earlier termination of this Lease.

55. **Transfer of Landlord's Interest.** In the event of any transfer or transfers of Landlord's interest in the Premises or Building, the Landlord shall be automatically relieved of any and all obligations accruing from and after the date of such transfer, including, but not limited to, any obligation with respect to the security deposit referred to in Section 9 above upon assignment of same to the transferee, provided that (a) the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee; and (b) notice of such transfer shall be delivered to Tenant. No holder of an instrument to which this Lease is or may be subordinate shall be responsible in connection with the security deposited hereunder, unless such holder shall have actually received the security deposited hereunder.

56. **Termination Rights.**

(a) In the event the State of Ohio or the Tenant's sponsor prior to the expiration of the Lease terminates Tenant's charter, Tenant shall have the right to terminate this Lease and shall notify the Landlord within five (5) business days of any contract termination notice it receives from the State of Ohio or the Tenant's sponsor.

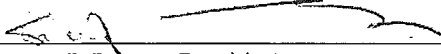
(b) If the Tenant elects to terminate the Lease during the Initial Term of the Lease for any purpose other than the State of Ohio or the Tenant's sponsor termination of the Tenant's charter, the Lease termination shall be effective only upon payment to Landlord by the Tenant of an amount equal to the sum of the following:

(1) The then unamortized portion of the cost of (i) the Tenant Improvements, (ii) the leasing commissions, if any, and (iii) FF&E payments. For the purpose of calculating such unamortized portion of the cost of (i) Tenant Improvements, (ii) the leasing commissions, if any, and (iii) FF&E payments, plus interest on the foregoing at an annual rate of seven percent (7%), shall be deemed to be fully amortized in equal monthly installments over a period of sixty (60) months beginning on the Lease Commencement Date.

(2) Plus damages as determined pursuant to Section 33(a) of this Lease.

LANDLORD:


Buckeye Community Hope Foundation,
an Ohio nonprofit corporation

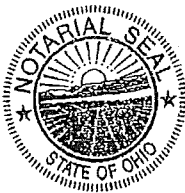
By: 
Steven J. Boone, President

STATE OF OHIO
COUNTY OF Franklin, SS:

Before me, a Notary Public in and for said County and State, personally appeared Steven J. Boone, President of Buckeye Community Hope Foundation, an Ohio nonprofit corporation, who acknowledged that he did sign the foregoing instrument to be of his voluntary act and deed and that he had full authority to sign on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18 day of December, 2013.


Notary Public
My Commission Expires: 2/25/14



TERESA BRUSH
Notary Public
In and for the State of Ohio
My Commission Expires
February 25, 2014

TENANT:

Buckeye Preparatory Academy, Inc.,
an Ohio nonprofit corporation

By: [Signature]
Name: James George
Title: Board President

STATE OF Ohio
COUNTY OF Hamilton, SS:

Before me, a Notary Public in and for said County and State, personally appeared James George, President of **Buckeye Preparatory Academy, Inc.**, an Ohio nonprofit corporation, who acknowledged that he/she did sign the foregoing instrument to be of his/her voluntary act and deed and that he/she had full authority to sign on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of December, 2013.

[Signature]
Notary Public
My Commission Expires: 11/1 - attorney

AMY E. GOODSON-BEAL
Attorney at Law
Notary Public, State of Ohio

EXHIBIT "A"

Legal Description of Premises:

Drawing depicting the Building and Real Estate constituting the Premises:

EXHIBIT "B"

LANDLORD'S WORK LETTER

Tenant Improvements (Interior):

Tenant Improvements (Exterior):

EXHIBIT "C"

FINAL APPROVED TENANT PLANS
Including finishes

EXHIBIT "D"

Inventory List

A complete inventory list will be attached more fully defining FF&E which may include, but may not be limited to:

FF&E Furniture – cost by Landlord, maintenance by Tenant

Desks – for each classroom in Leased Premises

Chairs – to support up to 28 students per class in Leased Premises

Tables – for defined classrooms per Tenant

Other FF&E – per inventory list provided

EXHIBIT "E"

Tenant Insurance Coverage

Statement

December 31, 2013

Ruberg Advisory Services, LLC
12 Callery Pear Drive
Batesville, Indiana 47006

Newpoint Education Partners

December consulting services	\$4,000.00
Expenses	<u>224.06</u>
Total Due	\$4,224.06

Expenses:

November conference in Orlando:

Mileage to / from Orlando 297 miles	\$167.81
Cocktails with Newpoint team at conference	<u>56.25</u>
Total	\$224.06

Please remit to:

Ruberg Advisory Services, LLC
c/o Chris Ruberg
8701 Midnight Pass Rd.
#403 A
Sarasota, FL 34242

Exhibit I.F.

Organizational Chart/Relationships/Affiliates

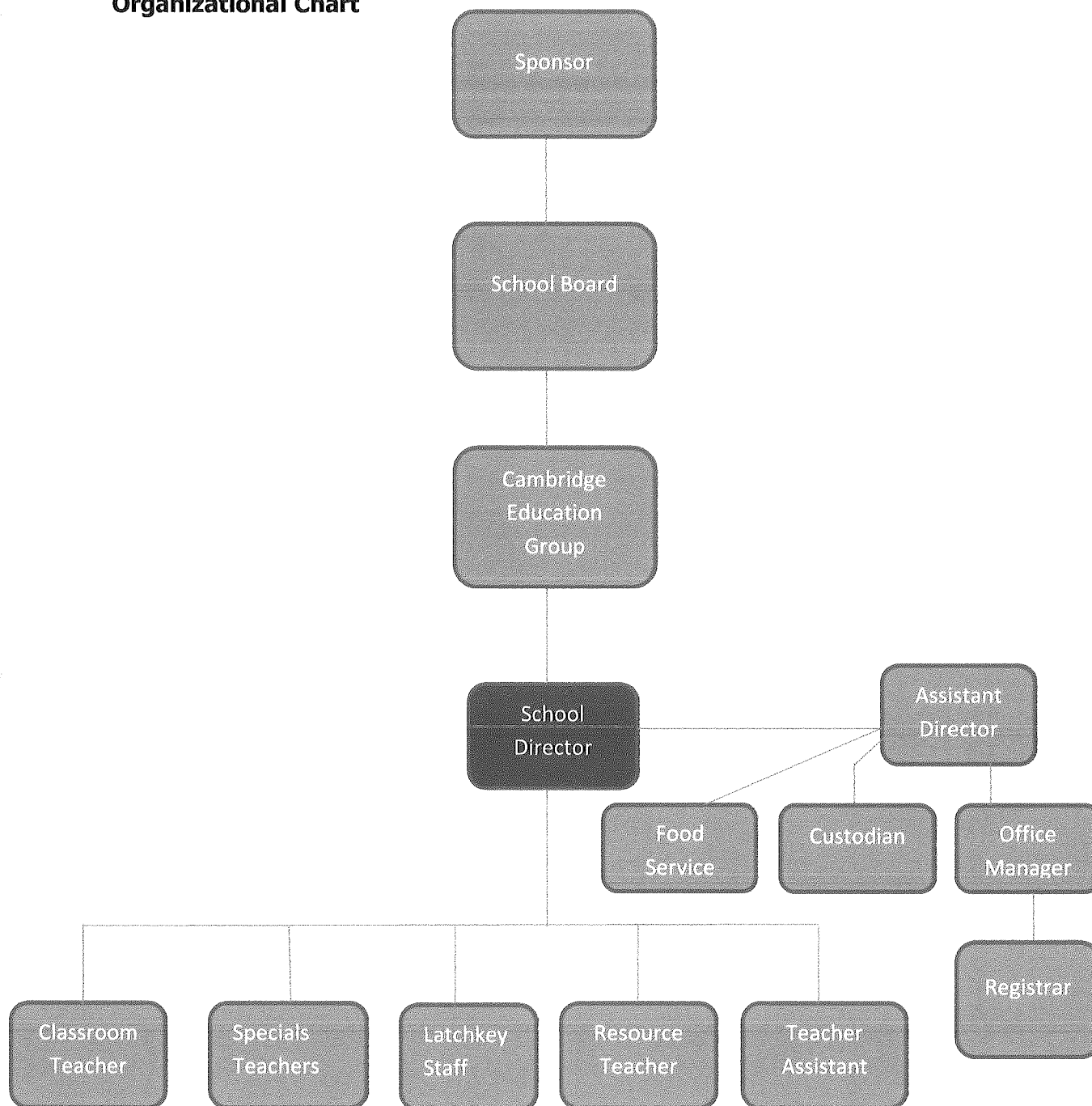
Exhibit I.F.

Organizational Chart/Relationships/Affiliates

Below is an organizational chart reflecting the relationships between the governing board and the School staff. The Board of Directors has had and shall continue to have the responsibility for setting the mission, vision, and values of the School as well as determining or approving School policies.

The day-to-day operations of the School will be in the hands of the School Director, an individual hired by the governing board or its designee with experiences that make him/her qualified to assume the duties as an instructional leader and school manager. The Director will interview and hire staff, serve as the building-level leader, and will supervise all instructional staff employed at the School site. The Assistant Director will be responsible for the supervision of non-instructional staff. The Board of Directors or its designee will evaluate the administrator, at minimum, on an annual basis.

Organizational Chart



Partner Organizations

Describe any partner organizations that will have a significant relationship with the proposed school. Provide the following:

Cambridge believes strongly in establishing partnerships with external organizations which specialize in areas that are non-core to education services – back office functions such as Technology, Marketing, and Accounting. Cambridge has found that specialists enable and ensure the best results at the lowest costs which ensure maximum investment in the classroom.

(a) Name of the organization(s)

- Cambridge Education Group
- School Financial Services
- Epiphany Management Group
- Ohio Community School Consultants
- Partners for Success and Innovation
- Galvin Therapy Center
- Massa Financial Solutions

Description of the nature and purpose of the proposed school's relationship with the organization

- **Cambridge Education Group** - the education management organization that will provide a comprehensive school model and all requisite pedagogical, instructional and governance elements including a curriculum for teaching thinking skills, a Project Based Learning program, and an individualized, integrated learning program which includes a Focus on the Future component. The School will pay Cambridge eighteen percent (18%) of qualified gross revenues for its management services.
- **School Financial Services, Inc. (SFS)** – a charter school specialist accounting firm that will provide services to include Human Resources services including payroll and benefits.
- **Ohio Community School Consultants (OCSC) -Treasurer/CFO.** Brian Adams of Ohio Community School Consultants will serve as Treasurer/CFO to the Governing Board. His company, Ohio Community School Consultants, has years of experience in complete financial planning and analysis services, such as preparation of business plans and budget forecasts. OCSC handles GAAP compilations, monthly bank reconciliations, and monthly financial statement preparation for Board members.
- **EMG Interactive** - a successful vendor with expertise in charter school marketing, media development, and effective utilization of technology. EMG Interactive has a long track record of supporting the marketing, branding, and outreach efforts for charter, private, and

public schools. Their services include brand development, images, logos, websites, collateral materials, blogs, print campaigns, and video production. EMG Interactive will develop, implement, and operate efforts in the areas of IT strategy, IT out-sourcing, and day-to-day IT operations along with marketing, branding, and outreach for the School.

- **Partners for Success and Innovation (PSI)** – provides customized services and supports to fit the educational and health service needs of children. PSI's psychological, health, speech, and educational services serves tens of thousands of children each year. PSI's Prevention/Intervention programs were selected as a Winner of Ohio's BEST Practices Award. The PSI's Making the Grade! Tutoring Division was recognized by the Ohio Department of Education as an official provider of Supplemental Educational Services. PSI will provide psychological, health, speech, and OT services to the School.
- **Galvin Therapy Center** - Galvin Therapy Center will provide licensed multidisciplinary teams consisting of speech-language therapists, occupational therapists, psychologists (neuro, clinical, and educational), behavioral therapists, a physical therapist, social worker and tutors on an as needed basis.

Exhibit I.G.

Management Agreement

CAMBRIDGE MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this 15th day of May, 2014, by and between Cambridge Education Group LLC, a Ohio limited liability company (the "Company") and Buckeye Preparatory Academy, Inc., an Ohio not-for-profit corporation (the "School") governed by a Board of Directors ("Board") (Collectively "the Parties").

WITNESSETH:

WHEREAS, the School is a not-for-profit corporation which continuously strives to improve its community and the lives of its residents;

WHEREAS, the School has become aware of the increasing need for greater alternatives for 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 "Windsor" which strives to provide project-based learning opportunities to prepare students for post-secondary education and life beyond;

WHEREAS, the Windsor model utilizes the proprietary Windsor 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 desires to form a school organized and conducted in accordance with the Windsor model and Plan and utilizing the Program;

WHEREAS, the School does not currently possess all of the requisite knowledge, skills and experience to form and operate a Windsor school;

WHEREAS, the School desires the Company to provide such requisite management, educational, financial and other consulting services necessary to form and operate a Windsor school all in accordance with the community school contract it will enter into with its Sponsor (the "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:

1. Statement of Mission and Purpose.

a. Mission and Purpose. The Parties acknowledge and agree that the following statement (herein referred to as the "Statement of Mission and Purpose") reflects the overall principles and philosophy upon which the School is being developed and that all services to be provided and all obligations of the Parties hereunder are to be in accordance with these overriding principles:

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

ii. The School has selected a project-based community school as the model to implement this philosophy.

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

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

v. All requirements of local, state and federal laws relating to charter/community 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.

2. 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, unless terminated sooner pursuant to the terms herein. Thereafter, this Agreement will automatically renew for successive five (5) year terms, or a shorter period not to exceed the length of subsequent sponsor contracts, unless one party notifies the other party at least six (6) months prior to the expiration of the then-current term of its intention not to renew this Agreement.

3. Company Responsibilities In order to assist the School in carrying out the terms of the Contract, the Company in exchange for the fees provided herein agrees to

provide the School, in strict accordance with the terms of the Contract, the School's Statement of Mission and Purpose and all applicable laws, the Educational Model and the management and day-to-day operation functions as follows:

- 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 Windsor 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. Consult and advise in implementing accounting and bookkeeping systems and preparing for annual audits as required by the State or any other governmental entity having jurisdiction over the School.
- z. 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.
- aa. Provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Contract.
- bb. Provide access to Company supply sources (including supply sources of affiliates of the Company) to obtain centralized purchasing discounts where applicable and available.
- cc. Consult on physical facility layout, maintenance and capital improvements.
- dd. Research and recommend appropriate after school and extracurricular activities and field trips.
- ee. 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.
- ff. 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.
- gg. 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).
- hh. 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.
- ii. 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.
 - jj. 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.
 - kk. Inform the School at times it may require of compensation and fringe benefit levels of any employee of the Company assigned to the School.
 - ll. 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.
 - mm. Obtain quotes for such insurance from reputable providers and, with the approval of the School Board, purchase and at all times maintain adequate insurance coverage.
 - nn. Suggest improvements in the School Facility as needed for the School's operations and the safety, health and welfare of the School's students.
 - oo. Arrange for Utilities and Upkeep costs.
 - pp. 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.
 - qq. Select and procure on an ongoing basis consumables (other than food) related to each of the foregoing.
 - rr. 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.
 - ss. Arrange for the procurement of cafeteria food and drink, vending machines and drinking water (cooler/fountain) and coffee facilities.
 - tt. 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.
 - uu. 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.
 - vv. Arrange for all data information management services, testing, and testing analysis.
 - ww. Assist in identifying and applying for grants.
 - xx. 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.
 - yy. 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.
 - zz. Coordinate community relations activities
 - aaa. Perform initial and ongoing staff and teacher training with respect to the technology.
 - bbb. Supervise/conduct after school and extracurricular activities and field trips.

- ccc. 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.
- ddd. 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.
- eee. 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.

4. School Responsibilities. The School's Board of Directors (the "Board") shall govern the School and be responsible for its operation in accordance with the Contract. The Board shall work with the Company to develop policies, rules, regulations, procedures, curriculum, and budgets which the Company shall implement and follow in providing the Educational Model. The School shall timely pay the costs and fees for which the School is responsible under the "Fees" Section of this Agreement.

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

6. Educational Program. The Educational Model and program developed and provided by the Company to the School has been approved by the School and may be materially adapted and modified by the Company from time to time only upon obtaining prior written approval of the Board. The School and the Company agree to work together to effectuate any necessary change in the educational program, recognizing that an essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, provided that any such changes shall be consistent with the Statement of Mission and Purpose.

7. Subcontracts. The 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. The Company shall be solely responsible for all costs, expenses and fees associated with such subcontractors.

8. Rules and Procedures. The Company shall propose and the Board shall adopt reasonable rules, regulations and procedures applicable to the School and the Company shall be required by the School to enforce such rules, regulations and procedures at all times.

9. Authority. The Company shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the direction of the Board.

10. Fees.

a. Educational Model Development Fee. The School shall pay to the Company the sum of any grants intended to cover start-up costs of the School to the extent permitted by the terms of such grants, which shall be non-refundable and deemed fully earned when paid.

b. Continuing Fee. The School shall also pay a monthly continuing fee to the Company of Eighteen Percent (18%) of the School's Qualified Gross Revenues, less the amount of any outstanding Default Costs and Expenses. "Qualified Gross Revenues" shall mean shall mean the revenue per student received by the Corporation from the State pursuant to the Ohio Revised Code. Qualified Gross Revenue does not include student supplies income which shall be retained 100% by the School or PTA/PTO income, which shall be maintained by the PTA/PTO separate entity. Qualified Gross Revenue also does not include any state or federal funding that is meant to be a dollar for dollar reimbursement for expenditures made by the School/Company, such as Lunch Program Revenues, which funding shall be paid 100% to the party incurring such expenditures for expenditures previously made. Notwithstanding the foregoing, the School will pay the Company 100% of all contributions and grants not specifically referenced above received by the School as a result of the Company's efforts, which are to assist in the implementation of the educational program, model and/or the day-to-day operations of the School. For Company fees and expenses incurred pursuant to this Agreement, the School may advance such fees and expenses provided that documentation for the fees and expenses are provided to the School for ratification. All distributions by the School to the Company not contemplated by this Section shall require the prior approval of the Board.

c. Payment of Costs and Fees.

(i) In consideration of the Continuing Fee, and except as otherwise explicitly provided in this Agreement, the costs incurred by the Company in fulfilling its responsibilities hereunder shall be borne by the Company, whether or not the fees to be paid to the

Company by the School in this Section (a) and (b) are sufficient to satisfy the same. The School shall make all such fee payments to the Company within ten (10) calendar days of the delivery by the Company to the School of an invoice therefore.

- (ii) Wages for personnel working at the School shall be borne directly by the Company and billed to School on a dollar for dollar reimbursement basis. The School shall make all such fee payments to the Company within ten (10) calendar days of the delivery by the Company to the School of an invoice therefore.
- (iii) Except as otherwise explicitly provided in this Agreement, the School shall be liable for all costs associated with the operation of the School that are not related to activities described in (i) and (ii) above. Additionally, the School shall reimburse the Company for any reasonable expense(s) that were incurred by the Company on the School's behalf, and pre-approved by the Board of Directors.
- (iv) All amounts payable by the School hereunder shall, at the Company's option, shall be made via electronic funds transfer. The School shall cooperate with the Company to set up and establish necessary accounts and procedures.

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

11. Additional Programs. The Company shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to with the Board. The Board and the Company may decide that the Company may provide additional programs which are not inconsistent with the Contract or state or federal law. Payment for such programs or services shall be negotiated by the Parties separate and apart from this Agreement.

12. Termination

a. Termination by the School. The School may terminate this Agreement in the event (i) the Contract is terminated or non-renewed, or (ii) the Company materially breaches this Agreement or causes a material breach of the Contract and (A) the Company does not cure said material breach within 30 days of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within 30 days, the Company does not promptly undertake and continue efforts to cure said material breach within a reasonable time. 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. Notwithstanding anything to the contrary, as a condition precedent to termination

of this Agreement, should the Company have provided a corporate or personal guaranty or other financing which remains in place on or related to a School facility, equipment, or another similar obligation, the School must be relieved of this obligation by the Company to the satisfaction of the Company and any party requiring such financing or guaranty. This Agreement will remain in effect until all such guarantees, obligations or financing arrangements are terminated, repaid or satisfactorily transferred to a third party so that the School will not have ongoing obligations with the Company after termination of this Agreement.

b. Termination by the Company. The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) excluding the first year of operation, if any academic year results in a material operating deficit, as reasonably determined by the School and the Company, provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; (ii) the School fails to pay any fees due to the Company within thirty (30) days of receiving written notice that such fees are due; (iii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of the Company, and (A) the School does not cure said material breach within 30 days of its receipt of written notice from the Company, or (B) if the breach cannot be reasonably cured within 30 days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time; (iv) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or (v) any Company facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the school is damaged so that, in the Company's reasonable discretion, providing, maintaining, or continuing of School operations would be unfeasible, economically or practically, in the reasonable determination of the Company, provided that notice of termination is delivered by the Company to the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

c. Obligation to Continue Performance. In the event that the School or the Company elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay the Company the fees due the Company pursuant to "Fees" Section herein, then the Company shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the Fees owed to the Company pursuant to "Fee" Section herein, the Company may terminate the Agreement after the expiration of the 14-day period for notice and cure of non-payment.

13. Duties Upon Termination.

a. Upon termination of this Agreement for any reason whatsoever, the School shall (i) immediately pay to the Company and/or any of the Company's affiliates

any monies owing to such person or entity, and (ii) promptly return to the Company any materials containing the Educational Model, the Company's methods of instruction or operation and, subject to paragraph (b) below, all Company real and personal property, the Parties acknowledging that, subject to paragraph (b) below, all such material purchased by the Company with Company funds in furtherance of this Agreement shall be property of the Company. The Company shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement.

b. Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to the Company delivered within 30 days of the final date of termination, to (i) have all personal property leases relating to operation of the School assigned to and assumed by the School, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by the Company and used exclusively or primarily in connection with the operation of the School. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section shall survive any expiration or termination of this Agreement. For purposes of this Agreement, The "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Company.

c. All financial, educational and student records of the School are School property and such records are subject to the Freedom of Information Act. In addition, all School financial records shall be made available to the School's independent auditor.

14 License. As was delineated earlier, the Company developed and owns proprietary rights to the Windsor Educational Model. The Company hereby grants the School a limited license to use the Educational Model. At such time as this Agreement is terminated or otherwise expires, the license granted herein shall automatically terminate and the School shall immediately cease use of the Educational Model or Plan, including any software associated therewith. This Section shall survive any expiration or termination of this Agreement.

15. Relationship of the Parties. The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

16. No Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates 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.

17. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to:

Cambridge Education Group LLC
275 W Market Street
Akron, Ohio 44303
Attention: Legal Dept.
Facsimile: 877-679-7863

If to the School, to:

Buckeye Preparatory Academy, Inc.

_____, Ohio _____
Attention: Board President

With a copy to:

Amy E. Goodson, Esq.
288 S. Munroe Road
Tallmadge, Ohio 44278
Facsimile: 330-923-8122

18. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

19. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to any jurisdiction's conflict of laws provisions.

21. Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be

unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

22. Independent Activity. All of the Parties to this Agreement understand that the Company's business is to operate and manage community schools throughout the State. As such, the Parties agree the Company, and its affiliates, may operate other community schools in the State of Ohio or anywhere else, whether the same may be considered competitive with the School or not.

23. Representations and Warranties of the Company. The Company hereby represents and warrants to the School as follows:

a. The Company is duly organized, validly existing, and in good standing under the laws of the State of Ohio and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The Company has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Company enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

c. The Company has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

d. The Company has the financial ability to perform all of its duties and obligations under this Agreement.

24. Representations and Warranties of the School. The School hereby represents and warrants to the Company as follows:

a. The School is duly organized, validly existing, and in good standing under the laws of the State of Ohio and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The School has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the School enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

c. The School has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any

government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

25. Arbitration.

a. In the event of any dispute between the Parties hereto, the Parties shall settle said dispute through arbitration (unless otherwise required by any applicable insurance policy or contract). In the event arbitration is the applicable form of dispute resolution, each party shall appoint one arbitrator and then the two previously selected arbitrators shall agree upon a third. The arbitration shall take place utilizing the then-current rules of the American Arbitration Association ("AAA") and shall take place in the State of Ohio, County of Summit.

b. The Parties shall have the right of limited pre-hearing discovery, in accordance with the U.S. Federal Rules of Civil Procedure, as then in effect, for a period not to exceed sixty (60) days.

c. As soon as the discovery is concluded, but in any event within thirty (30) days thereafter, the arbitrators shall hold a hearing in accordance with the aforesaid AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Any award by the arbitrators in connection with such decision may also provide that the prevailing party shall recover its reasonable attorneys' fees and other costs incurred in the proceedings, in addition to any other relief which may be granted.

d. Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

26. Amendment. This Agreement may not be modified or amended except by a writing signed by each Party hereto against which any relevant term hereof is being enforced.

IN WITNESS WHEREOF, the Parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL: Buckeye Preparatory Academy, Inc. COMPANY: Cambridge Education Group LLC
Wilmington High School, Inc.

Its: President

Its: CEO VP OH Operations

Exhibit III.B.

Board Roster/Contact Information






Resumes

Names of other governing authorities serving on

Board Members



Board Members

New ▾ Actions ▾ Settings ▾			View: Roster						
Edit	School ↑	Member	Position	Street Address	City, State, Zip	Contact Phone	Email address	Other GA's Served	Initial if correct
	School	Buckeye Prep & Main SPA							
	Member	Don Cureton							
	Position								
	Street Address	1360 E. 9th St. Suite 800							
	City, State, Zip	Cleveland, OH 44114							
	Contact Phone	216-566-7400							
	Email address	don.cureton@capitasfinancial.com							
	Other GA's Served	Westgate HS							
	Initial if correct								
	School	Buckeye Prep & Main SPA							
	Member	James George							
	Position	President							
	Street Address	486 Saint Vincent Drive							
	City, State, Zip	Akron, OH 44333							
	Contact Phone	330-606-8959							
	Email address	jgeorge01@roadrunner.com							
	Other GA's Served								
	Initial if correct								
	School	Buckeye Prep & Main SPA							
	Member	David Montesano							
	Position								
	Street Address	2060 11th Street							
	City, State, Zip	Cuyahoga Falls, OH 44221							
	Contact Phone	330.801.5395							
	Email address	david.amp@mac.com							
	Other GA's Served								
	Initial if correct								
	School	Buckeye Prep & Main SPA							
	Member	Justin Pardi							
	Position								
	Street Address	1118 Rambling Way							
	City, State, Zip	Akron, OH 44333							
	Contact Phone	330-730-7124							
	Email address	pardix4@yahoo.com							
	Other GA's Served	Westgate HS							
	Initial if correct								
	School	Buckeye Prep & Main SPA							
	Member	Owen Spalte							
	Position	VP							
	Street Address	2100 Ayers Ave.							
	City, State, Zip	Akron, OH 44313							
	Contact Phone	330.329.0632							
	Email address	spalteor@gmail.com							
	Other GA's Served	Invictus HS							
	Initial if correct								

Donald E. Cureton

A principal and vice-president with NorthCoast Brokerage, a Capitas Financial Partner, Mr. Cureton has over twenty-five (25) years experience in the life insurance brokerage business. Working with high net worth families and business owners, he has successfully executed wealth transfer and business succession strategies that have saved and ensured the efficient and smooth transfer of assets to future generations. Mr. Cureton is a graduate of the University Akron and the American College.

JUSTIN E. PARDI
1118 RAMBLING WAY
AKRON, OH 44333
330-666-9350

WORK EXPERIENCE:

CMA Group 2010-present

Account Executive: Responsible for introducing new technologies to battery industry and to the electronic component industries.

EmpowerBlue 2009-present

President: Responsible for operations, sales development, project design, and marketing, for energy efficiency technologies. Collaborative relationships with energy service providers, engineering firms, and manufacturer representatives.

Clinton Stainless and Aluminum Sales 1994-2009

Inside Sales: Responsibilities included customer service, developing quotes, outside sales support, inventory control, and order logistics.

Inside Sales Manager: Responsibilities included management of inside sales department and staff, stainless steel product manager, performance evaluations, sales forecasting, and production scheduling.

Outside Sales: Responsibilities included sales forecasting for \$11 million Northeast Ohio territory, maintenance of current accounts, new account development, and sales strategy design for specialty accounts.

Robert-James Sales 1989-1994

Inside Sales: Responsibilities included sales of stainless steel pipe, valves, and fittings for chemical, water treatment, construction, food processing, and manufacturing industries. Daily duties included sales quotes, inventory management, logistics, and customer service.

EDUCATION:

Bowling Green State University, Bowling Green, Ohio (1988) BS Business Administration

Columbian High School, Tiffin, Ohio (1982) Diploma

LEADERSHIP:

Head Coach Revere Baseball Association (2008-present)

Head Coach Revere Soccer Club (2006-2008)

Volunteer for Akron Children's Hospital, Akron Reads, and Victim Assistance Program.

Elected: Township representative Bath Twp., Ohio District G (2008-present)

PERSONAL:

Avid cyclist, golfer, and park enthusiast

Justin lives in Akron, Ohio with wife Lisa, twin sons Dante and Alexander, and Lola the dog

JAMES M. GEORGE

486 SAINT VINCENT DRIVE, AKRON, OHIO 44333
330.606.8959 JGEORGE01@ROADRUNNER.COM

PROFESSIONAL PROFILE

Solutions-driven executive with extensive background in the automotive industry specializing in business development and program management. Effective in leveraging superior problem solving skills to resolve business critical issues involving analytics, financial management and technology. Industry knowledge spanning manufacturer, wholesale and retail entities in a competitive market.

PROFESSIONAL EXPERIENCE

DEALER TIRE, LLC (JANUARY 2003 – PRESENT)

The only tire and maintenance product distributor exclusive to OEM dealerships with over 16 international contractual relationships.

BUSINESS DEVELOPMENT MANAGER • Cleveland, OH

Tactical business development of key accounts for Mopar and Nissan

- Remote work environment traveling throughout the United States for extended periods
- Built strategic partnership with regional business center covering six states
- Lead team of Account Management and Training staff within Region
- Focus on key decision-makers to assist dealers increase in customer retention and profitability with process improvement and business planning
- Applied competitive market analysis and market research of services and products to develop customized consumer marketing strategies
- Improved team efficiency by leveraging experience-based practices shared cross-functionally and with team members
- Impacted the future of national promotions and strategies by providing thorough market data, trends and proposals to corporate office
- Continual review of product inventory to ensure fast-moving product in stock
- Consistently exceeding monthly goals of nearly \$1 million
- Increased penetration of business by overall growth and overcoming competitors
- Dealer Tire Partner's Circle recipient 2005, 2006, 2009, 2011

MANAGER, PROGRAM STRATEGY AND OPERATIONS • Cleveland, OH

Managed team of Program Managers responsible for national client relationships including Audi, BMW, Infiniti, Jaguar, Land Rover, Lexus, Mercedes-Benz and Saab and the overall success of their respective tire and maintenance product programs. Successfully implemented national business plans through strategic planning with stake holders at National OEM Headquarters. Wide-ranging functions including analytics, reporting, marketing strategies, promotions, benchmark surveys, analysis on competitive environment and project management.

- Collaborated with Partner group on strategic decisions backed with analytical and field data
- Directed sales communication across organization
- Developed new strategies for revenue building promotions
- Coordinated with in-house graphic artists, copywriters, videographer as well as clients, sales force, accounting and IT to enhance current programs and develop materials for product launches
- Led team in corporate branding initiatives including the successful launch of the Jaguar/Land Rover and Nissan/Infiniti wiper blade program with sales exceeding company goals by 30%
- Effectively responsible for sales goals, marketing budgets and delivering projects at deadline
- Initiated new strategic business avenue for auction business through OEM resulting in incremental revenue of over \$1Million/year

NATIONAL MANAGER, FIELD TRAINING AND MERCHANDISING SERVICES • Cleveland, OH
Managed team of twenty full-time employees responsible for delivering on-site, value-added sales and merchandising training and data collection to designated dealerships and dealer groups.

- Designed, monitored and evaluated operations, programs, processes and practices for quality and effectiveness
- Made recommendations for improvement to assist the respective Account Manager meet sales goals
- Designed and prepared training/instructional materials and teaching aids
- Developed associates who have one of the highest internal retention rates and who have been promoted within the company achieving top results in sales, training and program management
- Created departmental framework to increase number of Field Training Specialists that now include two managers and director level associates

REGIONAL ACCOUNT MANAGER • Tampa, FL
Developed and grew business territory of 250 dealers in Northern/Central Florida.

- Consistently met regional sales and productivity goals using consultative selling process to increase share of business earning top Regional Account Manager awards nationally for all eligible years
- Delivered high impact business plan to top officers after appropriate planning and process analysis
- Developed new business through regular Alliance Partner field contacts
- Identified competitive threats, trends, and issues that impacted dealer business and corporate initiatives
- Developed and maintained consistent monthly contact schedule with dealers
- Prepared and presented Quarterly Operations Review to provide and receive feedback and strategic information
- Member of National Launch team for three new OEM relationships

CONRAD'S TOTAL CAR CARE (2001-2003) • Cleveland, OH

STORE LEADER • Seven Hills, OH

Directed day-to-day activities of Service Department of eight employees based on customer satisfaction, productivity and profitability.

- Doubled store location sales over previous year from \$600,000 to over \$1.2 million
- Duties included customer-consulting, meeting and exceeding projected sales goals, employee development

DOCHERTY MOTORS DBA JD BYRIDER (2000-2001) • Amherst, OH

SERVICE DIRECTOR

- Responsible for developing and implementing Service Department procedures for five locations and reconditioning department
- Developed goal standard efficiency for Technicians and Service Managers focusing on Customer Satisfaction
- Originated maintenance plan to enhance customer experience

SPITZER MOTORS, INC (1992 – 2000)

SERVICE DIRECTOR • Elyria, OH

Daily operational activity of service and parts department of six vehicle franchises

- Responsible for employee hiring, retention and development
- Focused on customer satisfaction indices as tool to build retention
- Increased profitability of fixed-operations departments through cooperative input of departmental leadership

SPITZER CHEVROLET • Northfield, OH

ASSISTANT SERVICE MANAGER/WARRANTY ADMINISTRATOR

- Management responsibilities in absence of Service Manager based on manufacturer and corporate policies
- Duties included administration of warranty receivables of over \$1.2 Million
- Service consultation on safety and maintenance items

BISHOP MOTORS, INC. (1988-1992) • Norton, OH

ADMINISTRATOR

- Duties included overseeing and administration of warranty claims for Buick, Isuzu, Jaguar, Oldsmobile, Pontiac and Subaru
 - Input of data on Dealer Communications systems, correspondence with Manufacturer Service Representatives
 - Duties as Service Manager, customer relations, service advising, parts, fleet, and retail sales.
-

EDUCATION

UNIVERSITY OF AKRON • Akron, OH
Business Administration (1998)

CASE WESTERN RESERVE UNIVERSITY • Cleveland, OH
Center for Executive Development – Certificate (2008)

ASSOCIATIONS

BARBERTON CHAPTER, ORDER OF DEMOLAY • Advisory Council Chairman
2007 – 2010

OHIO DEMOLAY JURISDICTIONAL STAFF • Director of LCC/RD
2009 – 2011

OHIO DEMOLAY JURISDICTIONAL STAFF • Director of Membership
2011 – Present

Owen R. Spaite

2100 Ayers Ave
Akron OH, 44313
spaiteor@gmail.com
(330) 329-0632

Education

Ashland University Ashland, OH December 2009
MBA

Mount Union College Alliance, OH May 2000
Bachelors of Arts Business Administration, Marketing concentration, Minor in Accounting

Experience

KeyBank National Association

9/15/05-Present

Analyst, Derivative Operations

- Supervise and coordinate project initiatives with a small group of employees to increase process and workflow efficiencies, with an emphasis on automation to reduce operational risk
- Team lead for energy swap transactions: Coordinate timely communication with counterparties regarding payments and return of signed trade confirmations
- Balance daily KeyBank hedging accounts to JPMorgan and Wells Fargo clearing accounts
- Reconcile and audit Key Capital Markets futures hedging trades
- Reconcile general ledger entries to the Findur trade management system, audit and document out of balance conditions when necessary
- Obtain and price daily Credit Default Swap positions
- Enter and validate futures and credit default swap trades
- Obtain and apply current reset values to correctly price Interest Rate and Energy swaps
- Prepare Monthly Broker Comparison reports for distribution to lines of business: Compile, generate, audit and research open interest rate swap, credit default swap, energy swap, and treasury swap trades between KeyBank and external Broker Dealers
- Maintenance of swap curves and data tables on the Findur trade management system
- Part of Findur Upgrade team: Test functionality and accuracy of the latest version of Findur prior to conversion
- Work with middle and front office lines of business to build new interest rate and energy curves

Experience	KeyBank National Association
6/29/01-9/15/05	<i>Mutual Fund Accountant</i> <ul style="list-style-type: none"> • Compile and prepare weekly departmental time and attendance reports • Prepare, maintain, and coordinate departmental vacation schedules • Assist facilitating weekly departmental meetings • Calculate Synthetic Net Asset Values for employer sponsored 401(k) plans • Preparation of annual financial statements for collective investment funds • Unit projects with an emphasis on continuous improvement
Experience	American Express Financial Advisors Canton, OH
5/31/00-6/29/01	<i>Personal Financial Advisor</i> <ul style="list-style-type: none"> • Acquire clients and manage assets through various investments • Compile and implement comprehensive financial plans for current and prospective clients
Licenses	Series 7 Securities License
References	Available upon request

David M. Montesano

2060 11th St, Cuyahoga Falls, OH 44221
330-801-5395 - montesano1971@gmail.com

Professional Profile

Solutions-driven executive with diversified service experience in both health care and manufacturing industries. Providing leadership and direction for the company's continuous improvement to attain quality services, control costs and meet or exceed efficiency goals. Effective in leveraging superior problem solving skills to resolve critical business issues involving analytics, financial management and technology.

Professional Experience

Gladstone Headquarters, Inc – North Canton, OH February 2007 - current
(dba American Medical Personnel, ChoreChaser and New Work City)
A multi-million dollar, privately owned company, offering medical staffing, handyman, and administration services throughout Ohio.

Chief Operating Officer

- Manage an office staff of 10 employees, as well as, 250 field staff with approximately 1/3 full time and the 2/3 part time.
- Evaluate weekly, monthly and quarterly sales trends to recommend improvements or changes with the owner.
- Manage sales, marketing, budgeting, compliance, and all operations for the Gladstone Headquarter companies.
- Evaluate and implement new services to current clients.
- Research new market interests for the companies of Gladstone Headquarters.
- Regularly meet with prospective clients and maintain strong relations with current clients.
- Ensuring the successful staffing relationship with new and existing clients by providing superior customer service on a continual basis.
- Create contracts and negotiate, if required, bill rates and any additional contractual terms that the client may request.
- Provide appropriate training of staff on an on-going basis. Monitor their progress and ensure adherence to company procedures and policies.
- Ensure appropriate employee medical compliance requirements to state, federal laws. As well as, any requirements specified by the client.
- Liaison between the owner, employees, and clients to ensure proper lines of communication critical in addressing myriad problems and issues requiring immediate attention and resolve.
- Negotiate and enforce collections of aging account receivables and expedite the clearance on delinquent accounts.
- Create a positive work environment.

Swagelok Company – Solon, OH

May 1996 – February 2007

A \$2 billion company who is a global developer and provider of fluid system products, assemblies, and services for research. Industries served are the instrumental, process, oil and gas, power, petrochemical, alternative fuels, and semiconductor. It supports a global network of more than 200 authorized sales and service centers offering serve in more than 70 countries.

Product Specialist/Technical Service

- Process all standard product quotes, modifications to standard products, answer technical questions, and assist customer in product selection.
- Navigate the departmental resources to solve work related problems and participate in cross-functional projects or initiatives.
- Recommend improvements on standard work processes.
- Strong working knowledge of part number structure and product options for the product lines.
- Understanding of material interaction and other factors used to determine product ratings. Plus, knowledge of the variety and application of accessory items used in conjunction with the standard product.
- The quoting and pricing process for all special products and/or assemblies. If needed, understand the customer's true needs by suggesting basic alternatives.
- Knowledge includes typical applications, industry jargon, and a general understanding of the industry landscape.
- Demonstrated creative thinking when approaching tasks, problems, or opportunities. Challenge current processes and think outside the box.
- Managed own time, participated in additional projects and team meetings.
- Occasional travel between Swagelok, distributors, and end customers to introduce new product, training on existing product, or assist sales force in introducing products that meet the customers' applications.
- General knowledge of national and international standards including, ASTM, ASME, ANSI, DOT, PED, TUV, etc

Education

University of Akron – Akron, OH

- Bachelor of Science – Industrial Accounting and International Business

Xi'an Foreign Language University – Xi'an, China

- Chinese language and history studies.

Additional

Cleveland-Akron Alumni Chapter of Delta Sigma Pi
Vice President of Community Service

1996 - current

Starrwood Properties, LLC (16 units)
Proprietor

1998 – current

Exhibit III.H.

Conflict of Interest Policy

CODE OF ETHICS & CONFLICT OF INTEREST POLICY

This Code of Ethics and Conflict of Interest Policy ("Code of Ethics") has been adopted by the Board of Directors of the Corporation.

I. PURPOSE

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

II. DEFINITIONS

1. Interested Person. Any director, officer, or employee of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:
 - (a) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
 - (b) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
 - (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as loans, gifts or favors that are substantial in nature. Without limiting the generality of the foregoing, the receipt of gifts during any twelve-month period having a value or cost of \$25 or more in the aggregate shall be considered substantial in nature.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

III. PROCEDURES

1. Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall thereupon determine whether the disclosure shows that a conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest.
 - a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
 - b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
4. Violations of the Conflict of Interest Policy.
 - a. If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.
 - b. If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.

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

- (i) No person who is an officer or employee of an education management organization or a sponsor having a business relationship with the Corporation shall be a director of the Corporation during such relationship.
- (ii) Directors, officers, or employees of any single organization shall hold no more than forty percent (40%) of total seats comprised by the Board.
- (iii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

IV. RECORDS OF PROCEEDINGS

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

- (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

V. COMPENSATION

- (a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation other than the compensation as authorized under the Ohio Revised Code for compensation to community school governing authority members.
- (b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

VI. ANNUAL CONFLICT OF INTEREST STATEMENTS

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

- (a) Has received a copy of this Code of Ethics and Conflict of Interest Policy,
- (b) Has read and understands this Code of Ethics and Conflict of Interest Policy,
- (c) Has agreed to comply with this Code of Ethics and Conflict of Interest Policy, and

- (d) Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- (e) Understands that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions. All members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions. These restrictions also apply to all officers and employees of a community school, although teachers and other educators who do not perform, and have no authority to perform, supervisory or administrative functions are not subject to the post-employment and conflict of interest restrictions in R.C. 102.03.

VII. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter, the Corporation's Code of Regulations and all other laws, rules and regulations applicable to the Corporation's purposes and business. Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful. The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment. Directors, officers and applicable employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

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

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

Exhibit III.I.

Insurance Declarations Page:

Comprehensive General Liability

Umbrella Coverage

Sponsor as Additional Insured

Directors and Officers Liability Coverage

Business Interruption Insurance

Other



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The O'Neill Group 111 High Street Wadsworth, OH 44281 Tom Van Auker, CPCU, ARM, CIC		CONTACT NAME: Tom Van Auker, CPCU, ARM, CIC PHONE (A/C, No, Ext): 330-334-1561 E-MAIL ADDRESS: tvanauker@oneillinsurance.com FAX (A/C, No): 330-336-5697	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	
		NAIC # 10677	
INSURED Newpoint Education Partners, LLC dba Newpoint Schools P.O. Box 250 Bonifay, FL 32425		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CAP5334593	08/14/2014	08/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA5334593	08/14/2014	08/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			CAP5334593	08/14/2014	08/14/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured per General Liability: Buckeye Community Hope Foundation, Kent School LLC, and DFP JV Partners.

Regarding: Buckeye Preparatory Academy, Inc. dba Buckeye Preparatory Academy, 1414 Gault Street, Columbus, OH 45205.

CERTIFICATE HOLDER

CANCELLATION

BUCK-02 Buckeye Community Hope Foundation 3021 E Dublin-Granville Rd Columbus, OH 43231	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit IV.A.-F.

Policies & Procedures

Admissions Procedures

Non-Discrimination Policies including Disabilities Policies

Lottery Policy

Racial/Ethnic Balance Procedures

Residency Policy

Enrollment, Truancy and Withdrawal Policy

Exhibit IV. A.-F.

Admission, Enrollment, Residency Policy

Admission to the School is open to any student grades K through 8 who reside in any district in the State of Ohio and who is entitled to attend school per ORC Section 3313.64 or 3313.65.

No Discrimination:

The School does not discriminate in admissions based on race, creed, color, disability, or gender.

Capacity & Lottery:

The School will not exceed the capacity of the School's programs, classes, grade levels or facilities. When the number of applicants for admission exceeds the School's capacity, admissions will be determined by a lottery of applicants in the following categories of preference: first to returning students who attended the School the previous school year; next to siblings of returning students; and then to new students as space is available.

Enrollment:

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

- Completed registration form
- Student's birth certificate
- Photo identification of parent/guardian enrolling the student
- Student's current immunization record
- **Proof of Residency** - one of the following in the parent/guardian name, showing a street address:
 - mortgage statement
 - lease agreement
 - utility bill
 - bank statement
 - voter registration card
 - notarized statement of residency
- Custody paperwork, if applicable

The Academy's Open Enrollment period and lottery procedure will take place in the spring of the year of enrollment. All prospective students, will be given the opportunity to enroll in the free public charter school, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs. Intent to enroll forms will be available no later than the first week of February from the office. These intent forms should be completed and returned as soon as possible but no later than the announced due date, so that should the need arise; those names will be included in the lottery (a random drawing). Registration/Enrollment Forms for returning students must be completed yearly in order to secure a spot.

Ohio law requires charter schools to admit students by lot if the number of applicants exceeds the capacity of the school's programs, classes, grade levels, or facilities. If the Academy cannot accommodate all students who wish to attend it, the Academy will hold a lottery.

- A. The lottery will be based on students who submitted complete applications with required documentation.
- B. The lottery will give preference to:
 - 1. Students residing in any district in Ohio.
 - 2. Students who attended the previous year.
 - 3. Siblings of students who attended the previous year.

After the due date, if the number of pupils who wish to attend the charter school exceeds the school's capacity, classes, and grade levels except for preferences listed above, shall be determined by a lottery (a random drawing). The lottery will be held on the first Wednesday following April 15th at 5 pm in the school foyer. The results will be witnessed and parents will be notified of the results. *The Academy commits to making the lottery and enrollment procedures and practices clear and transparent to parents, staff and community.*

Any applications received after April 15th will be dated and timed. Children listed on these applications will be added to the list for their grade in the order they are received. If openings are available, the children will be given a spot in the Academy. If there are no openings, they will be added to the wait list.

As openings occur, families on the waiting list will be contacted regarding the vacancy. They have 48 hours to accept the available opening. If they decline the offer, their name is removed from the waiting list and they must resubmit an intent form the following spring and participate in the stated admission procedures, including a possible lottery.

Racial and Ethnic Balance Procedures

The School is committed to achieving a student racial and ethnic balance that reflects our geographical area. We are committed to serving a diverse population of students and will appoint a committee who will evaluate the racial and ethnic makeup of the School and compare and contrast it with the population of the surrounding community. If the committee determines that the makeup of the student population, to a substantial degree, does not reflect the population in comparison to the community, the committee shall review its policy, outreach programs, and services. The committee will then recommend an implementation plan to attempt to rectify the discrepancy. The plan may include different or additional outreach programs or newly enhanced services to attract a broader base of students.

The School will work to attain a diverse student population by being open to any student residing within the school district and by openly marketing to every subsection of the potential student population. The School will be 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.

The School believes that a focused marketing approach will help to achieve a racial/ethnic balance that accurately reflects the community at large. The School's marketing effort will begin with a website with video and text content which provides families with information related to curriculum, enrollment, targeted student expectations, and staff qualifications. Upon application approval, the School will distribute information to the parents of appropriately aged students, hold "open houses", and advertise via the local media. The School will provide marketing materials in languages other than English and will also make available bi-lingual staff to answer parent questions. The School will canvass neighborhoods considered "harder to reach" and provide flyers with School information. The School will also utilize local public radio and print media to make announcements regarding enrollment opportunities and parent information meetings.

Enrollment, Truancy and Withdrawal Policy

Parents are asked to partner with the School by making sure that students are in attendance at School as much as possible. There is a very clear and direct correlation between student achievement and student attendance.

Students must be in attendance 160 out of 182 days in each class or they may fail the course. Students who miss more than fifteen (15) minutes of any class may be counted absent in that class unless the student is checked out due to a verifiable illness or a doctor/dentist appointment.

Although the School does not support students missing school for vacation or other non-emergency related purposes, any student missing school for these reasons must notify the administration. Notification must be made in writing at least two (2) weeks in advance so teachers can have the appropriate work ready for each student. Students with a 2.0 or lower grade point average (GPA) in core subjects are encouraged not to miss school.

Withdrawal from the School will be based on the following:

RC 3314.08 (L)(2) – A student's enrollment shall be considered to cease on the date on which any of the following occur: (a) The community school receives documentation from a parent terminating enrollment of the student; (b) The community school is provided documentation of a student's enrollment in another public or private school; (c) The community school ceases to offer learning opportunities to the student pursuant to the terms of the contract with the sponsor or the operation of any provision of this chapter.

If a community school enrollee enters a Juvenile Detention Center (JDC), the student must be withdrawn from the community school if the district where the JDC is located provides educational services at the JDC unless a child's district of residence and a community school agree to have a community school pay the educational costs of the child's enrollment at the JDC, but this decision must be made jointly between the district of residence and the community school.

A forced withdrawal dictated by the non-attendance provision in ORC 3314.03(A)(6)(B) reads as follows: A requirement that the governing authority adopt an attendance policy that includes a procedure for automatically withdrawing a student from school if the student without a legitimate excuse fails to participate in 105 consecutive hours of learning opportunities offered to the student. A partial day of attendance may be used in meeting the 105-hour restriction

Exhibit IV.A.-F.

Enrollment Plan

Enrollment Plan

a)

Enrollment Plan					
Grades	2015-16	2016-17	2017-18	2018-19	2019-20
	Number of Students				
Kindergarten	60	60	60	60	60
1st Grade	50	50	50	50	50
2nd Grade	40	45	50	50	50
3rd Grade	30	35	40	40	40
4th Grade	25	35	40	40	40
5th Grade	25	30	40	40	40
6th Grade	20	25	25	25	25
7th Grade		20	25	25	25
8th Grade			20	20	20
9th Grade					
10th Grade					
11th Grade					
12th Grade					
Total Enrollment	250	300	350	350	350
Classes Per Grade	3:1	3:1	3:1	3:1	3:1
Number of Students Per Class*	25: 1	25: 1	25: 1	25: 1	25: 1

b)

Buckeye Preparatory Academy opened the 2014-2015 school with an enrollment in excess of 140 students. The School will continue to use a variety of strategies to reach these enrollment targets. At all times, the School's admission and enrollment practices will comply with Federal guidelines (Charter Schools Program, Title V, Part B, Non- Regulatory Guidance¹), and with ORC 3314.06. The School continues to contract with a proven, successful vendor with expertise in charter school marketing and media development, EMG Interactive. EMG Interactive has a long track record of supporting the marketing, branding, and outreach efforts for charter, private, and public schools. Their services include brand development, images, logos, websites, collateral materials, blogs, print campaigns, and video production.

¹ <http://www.ed.gov/policy/elsec/guid/cspguidance03.doc>

c)

The school will use a number of different retention methods and attendance strategies to achieve consistent student retention. Our school believes the connection between the school and parents is vital to achieving high rates of retention. Active communication and collaboration with parents is an important part of the schools mission. Teachers and staff will contact parents on a regular basis through a variety of methods. The school will send a weekly newsletter digitally using Constant Contact. The school will utilize an automated contact system on a weekly basis to keep parents updated on school activities. Teachers will regularly call, text, and email updates about classroom activities and their child's academic progress.

It is important that the school fosters a deep connection with the community at large. School administration will seek partnerships with local social service organizations to build a safety net of service providers around families in need. The school will host events such as open houses, dances, and carnivals on a regular basis to make connections with families and service providers outside the typical school day. The school will also solicit feedback from parents through quarterly surveys. The school will use the information contained in these surveys to improve the overall school culture.

Using DASL and Progress Book, teachers and administration will monitor the attendance of each student looking for patterns of absenteeism. The school will work closely with all families that have issues getting their student to school. Families of students who are chronically truant will receive personal phone calls and home visits. The purpose of these phone calls and home visits will be to determine the specific nature of the absence and link families with support services, when necessary.

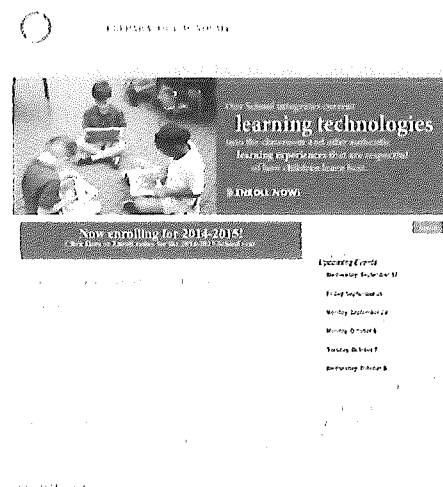
The School has developed a comprehensive marketing plan with outreach activities that take place all year long. (see exhibit below).

Marketing Plan									
Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Direct mail Campaign									
Press Release			Press Release			Press Release			
Website Launch and Online Communication									
Community Outreach Campaign									
Google "AdWords" online Marketing							Targeted Radio and TV		
Open House Events									

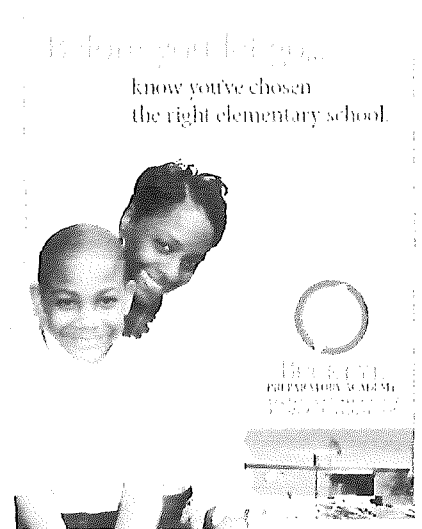
Marketing efforts currently include a website with video and text content that provides families with information related to curriculum, enrollment, targeted student expectations, and staff qualifications. Visitors are directed to this website through all communications as well as an ongoing Google "AdWords" online ad campaign.

The School has developed a comprehensive brochure to provide families with information, including the School's mission, and informational flyers. These will be distributed in local shopping areas, public places, local youth programs, local athletic programs, and other areas as deemed appropriate to serve our mission and to reach all families. A screenshot of the schools website is shown here.

The School will continue to distribute information to the parents of appropriately-aged students, hold open houses, and advertise via the local media. During scheduled times each year the school will utilize local public radio and print media to make announcements regarding enrollment opportunities and parent information meetings. The School will provide marketing materials in languages other than English. We will also make bilingual staff available to

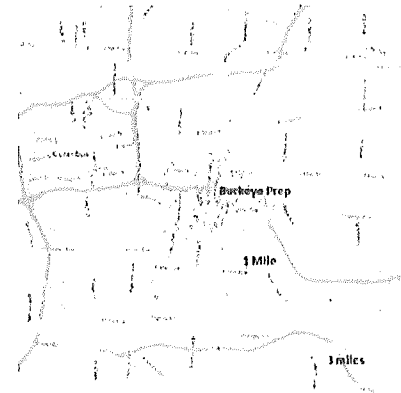


answer parent questions. In the summer months, school staff members canvass local neighborhoods and distribute flyers with school information. The School believes that our focused marketing approach will help to meet or exceed enrollment targets and achieve a racial/ethnic balance that accurately reflects the community at large. A sample Every Door Direct mailer is shown here.



Areas of need within the school district were taken into consideration when determining the grades to serve and future enrollment projections. We have reviewed demographic maps that address population density and households with children within a 5 mile radius surrounding the school. Data contained within the demographic maps and district information helps guide the schools marketing efforts. A map that shows the location of the school and students is shown here.

Our School is distinctly different from other district and community school options in the area. We offer families an additional choice in elementary schooling that will be the best match for their children. The combination of Project Based Learning, technology integration, and a high degree of parent involvement will make this School a unique option for parents. This challenging and hands-on program is not generally available in most traditional elementary school settings.



The enrollment ramp-up schedule is based on a review of enrollment patterns at similar schools and local demographic research. The school will use Salesforce, a customer relationship management software to track its ongoing enrollment efforts. We understand the importance of enrollment related to the financial viability of the School and we are confident that we will have the appropriate resources to meet our enrollment projections. Using Salesforce, the school is able to accurately predict enrollments per marketing dollar spent in different advertising methods. We will also create contingency plans to anticipate the possibility that enrollment will not meet our projections in a given period. The school has already met all enrollment projections for the 2014-2015 school year.

As specified in the table above, the School ultimately intends to serve 350 students in Kindergarten through 8th grade. We plan to reach this enrollment target by the 2017-2018 school year.

Exhibit IV.H.

Suspension and Expulsion Policies

Code of Conduct Policies

Special Education Discipline Policy

Exhibit IV.H.

Suspension and Expulsion/Code of Conduct Policies

The School recognizes that exclusion from the educational program is a serious sanction and that suspension and expulsion must follow due process mandates. Additionally, the School will comply with all state and federal law pertaining to students with disabilities.

Suspension:

Students may be suspended from School for offenses that include but are not limited to the following:

- (1) Fighting or other dangerous and/or disruptive behavior
- (2) Smoking on school grounds or possession of tobacco products
- (3) Being under the influence or possession of alcoholic beverages or intoxicants of any kind on school grounds
- (4) Defacing or vandalism of school property
- (5) Igniting any flammable substance or possession of products such as lighters
- (6) Theft
- (7) Harassment/Bullying of students, faculty, staff, parents, substitutes, or visitors
- (8) Repetitive disruptive behavior
- (9) Rude or vulgar language, gestures, pictures, or actions
- (10) Disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties
- (11) Actions deemed to be unsafe or containing the potential to disrupt the educational setting

At the time of suspension, the School Director or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to School. If School administrators wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

Suspensions may be assigned from one (1) day to ten (10) days, depending on the severity of the student's actions. The principal may suspend a student from the School for not more than ten school days. If at the time a suspension is imposed there are fewer than ten school days remaining in the school year in which the incident that gives rise to the suspension takes place, the principal may apply any remaining part or all of the period of the suspension to the following school year.

Except in the case of a student given an in-school suspension, no student shall be suspended unless prior to the suspension the principal does both of the following:

- (1) The principal shall give the student written notice of the intention to suspend the student and the reasons for the intended suspension notice of the student's right to appear at an informal hearing before the principal to challenge the reason for the intended suspension or otherwise to explain the student's actions.
- (2) Provide the student an opportunity to appear at an informal hearing before the principal and challenge the reason for the intended suspension or otherwise to explain the student's actions.

Expulsion:

Expulsion is defined as the denial to the student, for a period exceeding ten (10) school days, of permission to attend school and to take part in any school function, or the denial or permission to attend a particular class or classes or to take part in an activity for such a period. Expulsions may extend beyond the current semester of school year.

Prior to any expulsion, the Director shall give the student and his/her parent, guardian or custodian written notice of the intent to expel and shall provide the student and his/her parent, guardian, or custodian with an opportunity to appear before the Director or his/her designee and challenge the reasons for the intended expulsion or otherwise explain the student's actions.

The notice shall include the reasons for the intended expulsion, notification of the right of the student, guardian, custodian or their representative to appear before the Director or his/her designee to hear and to challenge the reasons for the intended expulsion or otherwise to explain the student's actions, and the notification of the time and place to appear. The time to appear shall not be sooner than three (3) nor later than five (5) days after the notice has been mailed unless the Director grants an extension of time at the request of the student, his/her guardian, custodian, or representative. Such extensions shall not exceed five (5) days. If an extension of time is granted, the Director shall notify the student and his/her parent, guardian, custodian, or representative of the new time and place to appear.

Within one (1) school day after the time of any expulsion, the Director shall send written notice to the student and his/her parent, guardian, or custodian and Cambridge Education Group. The notice shall specify the duration of the expulsion and the reasons therefore. It also shall include notification of the right of the student or his/her parent, guardian, or custodian to appeal the expulsion to the Board or to its designee within fourteen (14) days of the expulsion in order to be heard against such expulsion, to be represented in the appeal proceeding, to be granted a hearing before the Board or its designee in order to be heard against the expulsion, and to request that such hearing be held in executive session.

Any act that would be a criminal offense when committed by an adult that results in serious physical harm to persons or property (as defined in R.C. 2901.01) may result in expulsion up to one (1) year. Additionally, violations of the weapons in schools policy may result in expulsion of up to one (1) year.

No student shall be expelled under this policy unless, prior to the student's expulsion, the principal does both of the following:

- (1) Gives the student and the student's parent, guardian, or custodian written notice of the intention to expel the student;
- (2) Provides the student and the student's parent, guardian, custodian, or representative an opportunity to appear in person before the principal or principal's designee to challenge the reasons for the intended expulsion or otherwise to explain the student's actions. The notice required under this section shall include the reasons for the intended expulsion, notification of the opportunity of the student and the student's parent, guardian, custodian, or representative to appear before the principal or principal's designee to challenge the reasons for the intended expulsion or otherwise to explain the student's action, and notification of the time and place to appear. The time to appear shall not be earlier than three nor later than five School days after the notice is given, unless the principal grants an extension of time at the request of the student or the student's parent, guardian, custodian, or representative. If an extension is granted after giving the original notice, the principal shall notify the student and the student's parent, guardian, custodian, or representative of the new time and place to appear.

Emergency Removal:

If a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within a classroom or elsewhere on the School premises, the principal may remove a student from curricular activities or from the School premises without the notice and hearing requirements of this policy. If a student is removed under this division from a curricular activity or from the School premises, written notice of the hearing and of the reason for the removal shall be given to the student as soon as

practicable prior to the hearing, which shall be held within three school days from the time the initial removal is ordered. The hearing shall be held in accordance with the suspension provision herein unless it is probable that the student may be subject to expulsion, in which case a hearing in accordance with expulsion provision herein shall be held, except that the hearing shall be held within three school days of the initial removal. The individual who ordered, caused, or requested the removal to be made shall be present at the hearing.

Right to Appeal to Board

Within one school day after the time of a student's expulsion or suspension, the principal shall notify in writing the parent, guardian, or custodian of the student and the Board of Directors of the School of the expulsion or suspension. The notice shall include the reasons for the expulsion or suspension, notification of the right of the student or the student's parent, guardian, or custodian to appeal the expulsion or suspension to the Board of Directors of the School or to its designee, to be represented in all appeal proceedings, to be granted a hearing before the Board of Directors of the School or its designee in order to be heard against the suspension or expulsion, and to request that the hearing be held in executive session. The notice shall specify the manner and date by which the student or the student's parent, guardian, or custodian shall notify the Board of Directors of the School of the student's, parent's, guardian's, or custodian's intent to appeal the expulsion or suspension to the board or its designee. If the principal expels a student under this section for more than twenty school days or for any period of time if the expulsion will extend into the following semester or school year the notice shall provide the student and the student's parent, guardian, or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion. The information shall include the names, addresses, and phone numbers of the appropriate public and private agencies.

If the student or the student's parent, guardian, or custodian intends to appeal the expulsion or suspension to the Board of Directors of the School or its designee, the student or the student's parent, guardian, or custodian shall notify the Board of Directors of the School in the manner and by the date specified in the notice. The student or the student's parent, guardian, or custodian may be represented in all appeal proceedings and shall be granted a hearing before the Board of Directors of the School or its designee in order to be heard against the suspension or expulsion. At the request of the student or of the student's parent, guardian, custodian, or attorney, the Board of Directors of the School or its designee may hold the hearing in executive session but shall act upon the suspension or expulsion only at a public meeting. The Board of Directors of the School, by a majority vote of its full membership or by the action of its designee, may affirm the order of suspension or expulsion, reinstate the student, or otherwise reverse, vacate, or modify the order of suspension or expulsion. The Board of Directors of the School or its designee shall make a verbatim record of hearings held under this division. The decisions of the Board of Directors of the School or its designee may be appealed under Chapter 2506 of the Ohio Revised Code.

This policy shall not be construed to require notice and hearing in the case of normal disciplinary procedures in which a student is removed from a curricular activity for a period of less than one school day and is not subject to suspension or expulsion.

Discipline for Students with Disabilities

Discipline for students with disabilities will comply with state and federal law.

Consistent with the School's Code of Student Conduct and to the extent that removal would be applied to students without disabilities, school personnel may order the removal of a student with a disability from the student's current placement for not more than ten (10) consecutive school days. A school district is not required to provide services to a student with a disability during short-term removals totaling ten (10) school days or less in a school year if services are not provided to students without disabilities during such removals.

A change in placement will occur when

- a removal is for more than ten (10) consecutive school days; or
- a series of removals constitute a pattern because the removals cumulate to more than ten (10) school days in a school year, and, because of factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

A manifestation determination will be made any time disciplinary procedures result in a change of placement for a student with a disability. A manifestation determination will examine the relationship between the student's disability and the specific behavior that resulted in disciplinary action.

The IEP team and other qualified personnel will consider all relevant evaluation and diagnostic information including information supplied by the parents of the student, observations of the student, the student's current IEP and placement, and any other relevant information. The team will then determine that, in relationship to the behavior subject to disciplinary action:

- (1) The student's IEP and placement were appropriate and whether the special education services, supplementary aids and services, accommodations and modifications, and positive behavior intervention strategies were provided consistent with the student's IEP and placement;
- (2) The student's disability impaired the ability of the student to understand the impact and consequences of the behavior subject to disciplinary action; and

- (3) The student's disability impaired the student's ability to control the behavior subject to disciplinary action.

If the IEP team and other qualified personnel determine that the student's behavior was not related to the disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner in which they would be applied to students without disabilities.

If the IEP team determines that the student's behavior was a manifestation of the disability, the student's placement cannot be changed by school personnel as a disciplinary intervention. Immediate steps will be taken to remedy any deficiencies in the student's IEP or placement, or in their implementation that were identified during the manifestation determination.

If a parent disagrees with the manifestation determination decision made by the IEP team, the parent may request an expedited due process hearing.

For long-term removals of a student with a disability:

- (1) The School will notify the parent of the removal decision and provide the parent with a copy of the notice of procedural safeguards on the same day as the date of the removal decision.
- (2) An IEP meeting will be held immediately if possible but in no case later than ten (10) school days after the removal decision to conduct a manifestation determination.
- (3) Services will be provided.
- (4) IEP team will meet to develop a functional behavioral assessment (FBA) and implement a positive behavior intervention plan (PBIP).
- (5) Beginning on the eleventh cumulative school day of removal in a school year, a free appropriate public education (FAPE) will be provided to a student with a disability.

Services to such a student will be provided to the extent necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals in the student's IEP.

Exhibit V.D.

Summary of Employee Health and Other Benefits

Exhibit V. D.

Health and Other Benefits

The School is committed to sponsoring a comprehensive benefits program for all eligible employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, employees may be eligible for other benefits that will enhance their job satisfaction. The School will utilize School Financial Services (SFS), a professional personnel management group for the management of employee benefits.

A good benefits program will be a solid investment in our employees. The School Director and Board of Directors, with assistance from Cambridge Education Group, will periodically review the benefits program and will make modifications as appropriate to the School's condition. The School reserves the right to modify, add, or delete the benefits it offers.

Benefits made available to employees will include:

- **Insurance Coverage**

A comprehensive, quality insurance program will be provided to eligible employees in the areas of health, dental, and life insurance. Insurance will also be available to eligible family members.

- **Recognized Holidays**

Regular full-time employees will be eligible for holiday pay. Recognized holidays include those school holidays, which are recognized by the public school district (according to the district calendar) in which the employee is employed with the Charter School. This does not include the summer holidays.

- **Sick Leave**

Each full time employee may earn sick time at the end of each completed month of service.

- **STRS and SERS**

Retired teachers will receive a reasonable and reliable defined benefit pension through STRS and SERS. Members will contribute 10% of their salary to STRS. Beginning July 1, 2016 members will contribute 14% of their salary.

SOCIAL SECURITY

Deductions are made from your paychecks, according to law, to provide Social Security benefits for you and your family in your later years. Cambridge pays the current required percentage for the employer portion. The scale of Social Security payments and benefits is determined by the federal government. Please note that STRS and SERS employees do not pay social security and there is no employer match.

UNEMPLOYMENT COMPENSATION

Cambridge follows the federal and state law regarding unemployment compensation and pays in accordingly.

PAID TIME OFF

Paid time Off (PTO) leave is earned as follows:

- Instructional Staff: One half of PTO is earned on September 15th for all employees who begin work at the beginning of the school year. The second half is earned the following February 15th. For all employees hired after the beginning of the school year PTO will be delayed as to your date of hire.
- Non-Instructional Staff: One half of PTO is earned on September 15th for all employees who begin work at the beginning of the school year. The second half is earned the following February 15th. For all employees hired after the beginning of the school year PTO will be delayed as to your date of hire.
- A maximum of thirty (30) days of unused PTO days CAN be accrued.

No more than (5) PTO days can be taken concurrently and ALL requests for Paid Time Off (except emergency and illness) must be approved in advance. All employees must notify their supervisor as soon as possible if they plan to use a PTO day due to emergency or illness.

Scheduled absences must be approved/authorized by the site director.

Any unauthorized absences over 2 (two) days require a doctors excuse.

Please note that any employee on administrative leave will not be paid.

If an employee on payroll is out of work due to a workers compensation claim it is Company policy to pay the employee for the date of injury; PTO is then used until fully depleted. At that point the company will pay the next 5 business days less replacement/sub cost. Thereafter workers compensation insurance will cover lost wages according to the state law and policy maximums which **typically** represent 2/3 of an employee's weekly wages. This is our best means to replace the maximum amount of an injured employee's wages.

Cambridge follows the state laws regarding Jury Duty.

BLOCK OUT DAYS FOR LEAVE

No leave will be given during the following dates unless prior approval is given by the site director.

- The first two weeks of school opening;
- The last two weeks of school closing;
- Designated weeks of state assessment;
- Additional days concurrent to already scheduled Holidays;

MATERNITY/EXTENDED LEAVE

Cambridge Schools complies with the Family and Medical Leave Act (FMLA). This provides certain employees with up to 12 weeks of unpaid, job-protected leave per year. It also requires that group health benefits be maintained during the leave. FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women. FMLA applies to all public agencies, all public and private elementary and secondary schools, and companies with 50 or more employees. These employers must provide an eligible employee with up to 12 weeks of unpaid leave each year for any of the following reasons: for the birth and care of the newborn child of an employee; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition. Employees are eligible for leave if they have worked for their employer at least 12 months, at least 1,250 hours over the past 12 months, and work at a location where the company employs 50 or more employees within 75 miles.

Whether an employee has worked the minimum 1,250 hours of service is determined according to FLSA principles for determining compensable hours of work. Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

Exhibit VI.B.

Treasurer's License

Treasurer's Contract, if applicable.

Treasurer's Bond

State of Ohio

EMPLOYER COPY

Department of Education

5 Year School Treasurer License

This License Awarded To: **CHRISTOPHER D. MASSA**

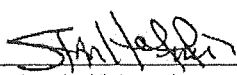
License Number: OH3014246

Issue Date: 09/23/2011

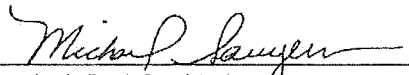
FROM: 07/01/2011 - 06/30/2016

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified.

School Treasurer


Superintendent of Public Instruction

1201608


Interim Deputy Superintendent

State of Ohio

Department of Education

5 Year School Treasurer License

This License Awarded To: **CHRISTOPHER D. MASSA**

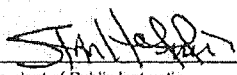
License Number: OH3014246

Issue Date: 09/23/2011

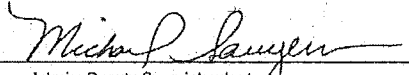
FROM: 07/01/2011 - 06/30/2016

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified.

School Treasurer


Superintendent of Public Instruction

1201608


Interim Deputy Superintendent



Massa
Financial Solutions, LLC

FISCAL OFFICER AGREEMENT

This Fiscal Officer Agreement (the "Agreement") is entered into, by and between **Buckeye Preparatory Academy ("Buckeye")**, an Ohio not for profit corporation ("the School"), with its principal place of business at **1414 Gault Street, Columbus, Ohio 45205**, and **Massa Financial Solutions, LLC ("Massa" or "Contractor")**, an Ohio limited liability company whose principal office address is **219 E. Maple St., Suite 202, North Canton, Ohio 44720**.

RECITALS

WHEREAS, the School is in need of Fiscal Officer to manage and oversee the financial operations of the School. The appointment of a Fiscal Officer is required by Section 3314.011 of the Ohio Revised Code.

WHEREAS, Contractor is engaged in the practice of financial and related services for charter and community schools in the State of Ohio; and

WHEREAS, the School desires to hire Contractor to supervise, consult, and otherwise perform all the responsibilities inherent to the role of Fiscal Officer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS & CONDITIONS

1. Contracting Period

This agreement shall be for a period of twenty-four (24) months, commencing July 1, 2014 through June 30, 2016. This agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party. Contractor agrees to provide reasonable services to School throughout the transition period, however, such transitions period shall not exceed 60 days. Contractor shall be compensated by the School at the rate set forth in the Scope of Work for services rendered during this transition period.

2. Contracting Services and Relationship

(a) Services

During the Contracting Period, Contractor shall provide to the School the services set forth on the Scope of Work, which is attached hereto as Exhibit A and incorporated herein by reference, as well any related responsibilities and duties as may be assigned by the School and agreed to by Contractor (collectively, the "Services"). It is expected that Contractor shall be available to provide the Services to the School at such times as may be reasonably requested by the School and mutually agreed to by Contractor. Contractor shall use his best efforts to perform faithfully and efficiently the Services assigned under this Agreement. At all times under the terms of this agreement, the School shall provide Contractor with access to all data determined by the Contractor to be required to render the Services. Such access shall be provided by the School to the Contractor in a timely manner, not unreasonably withheld, and at no charge to the Contractor.

(b) Relationship

Contractor shall be an independent contractor, and not an employee of the School or School, within the meaning of all federal, state and local laws and regulations governing employment insurance, workers' compensation, industrial accident, labor and taxes. The School shall not be liable for employment or withholding taxes respecting Contractor. Contractor shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plan operated by the School for the benefit of their employees, including, without limitation, (i) any pension or profit-sharing plans or (ii) any plans, coverages or benefits providing worker's compensation, medical, dental, disability or life insurance protection. Contractor agrees and acknowledges that Contractor is not authorized to enter into any contract or assume any obligation on behalf of the School without the prior written consent of the School. All of the acknowledgements and restrictions set forth in this Section 2(b) shall equally apply to anyone Contractor has engaged to perform any portion of the Services.

(c) Bonding

Contractor shall execute a Public Official Bond in the name of the School payable to the State of Ohio in the amount of \$25,000, or higher if required by the Governing Authority. Bond shall meet all requirements set forth in Ohio Administrative Code Section 117-6-07 and any other requirements that may be set forth by Statute or the Auditor of State. Placement of bond shall be at the expense of the School.

3. Compensation

In consideration for Contractor's full and timely performance of the Services set forth in the Scope of Work throughout the Contracting Period, the School shall pay Contractor the sum of **\$27,600 per year**. Such fee shall be payable in **monthly installments of \$2,300** from **July 1, 2014** through **June 30, 2016**. Installments shall be due on the 1st of each month in advance of Services to be rendered. All payments shall be mailed to the Contractor's address as reflected in the signature block of this agreement. Contractor agrees to complete and return to the School a W-9 as a condition of receiving timely payment. In addition to the foregoing, reasonable expenses incurred by the Contractor within the scope of performing services are included within the scope of this agreement (e.g. mileage) However, if any extraordinary costs are required to be incurred by the Contractor as part of delivering reasonable services to the Schools, the School shall also reimburse Contractor for such costs provided these costs were pre-approved in writing by the School.

4. Events of Termination

(a) Cessation/Death/Incapacity

This Agreement shall terminate automatically upon the cessation of business of Contractor or upon the death or incapacity of Contractor.

(b) Breach

This Agreement may be terminated by either party upon a breach of a material term or condition of this Agreement which breach is not cured within five (5) days from written notice from the non-breaching party.

5. Obligations upon Termination

Upon termination of this Agreement pursuant to Section 4: (i) neither Contractor nor the School shall have any further obligations under this Agreement, except for the obligation to pay Contractor for any unpaid Services rendered and any approved and unpaid expenses incurred prior to the termination, as well as any obligations under Sections 5 through 10 of this Agreement; (ii) Contractor shall return all the School equipment, Work Product and Confidential Information within five (5) days at the School's expense; (iii) Contractor shall no obligation to perform any services described in the Scope of Work during the transition period other than those needed to achieve an orderly transition.

6. Ownership

"Work Product" shall mean all deliverables and all intermediate and partial versions thereof, and all documentation, analysis, flowcharts, notes, outlines, formulas, processes, ideas, inventions, know-how or techniques, and any other information, or materials generated by Contractor in the performance of the Services. Contractor acknowledges that all Work Product is work made for hire and is the property of the School, including any copyrights, trademarks, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, Contractor hereby assigns to the School all of Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product.

7. Confidential Information

Contractor agrees to keep secret and to not disclose any of the terms of this Agreement to any third parties, with the limited exception of disclosures to Contractor's accountant or legal counsel. Additionally, it is mutually recognized that the business of the School and the nature of the Services Contractor will perform will permit Contractor access to confidential information of the School and persons and entities with whom the School conducts business or from whom the School obtains information. As used in this Agreement, "information" shall mean any information or knowledge, including matters of a technical nature such as studies, research projects, development plans and matter of a business nature, such as lists, customer requirements and other data not available to the public. During and after the Contracting Period, Contractor shall not disclose or appropriate any information for Contractor's own use or for the use of any third parties.

8. Successors

(a) This Agreement is personal to Contractor and shall not be assignable by Contractor without the prior written consent of the School which consent may be withheld in The School's sole discretion.

(b) This Agreement may be transferred or assigned by the School, to a parent, subsidiary, successor, or affiliate entity without Contractor's consent.

(c) This Agreement shall inure to the benefit of the School and its successors or assigns.

9. Miscellaneous

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to principles of conflict of laws. Any litigation under this Agreement shall be filed and pursued in the Stark County Court of Common Pleas, Stark County, Ohio. Both parties expressly consent to the jurisdiction of such courts.

(b) This Agreement and any Scope of Work attached hereto may not be amended or modified otherwise than by a written agreement executed by the parties hereto.

(c) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed and sent to the party's address as set forth in the first paragraph of this Agreement or to such other address as either party shall have furnished to the other in accordance herewith. Notices and communications shall be effective when actually received by the addressee.

(d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement.

(e) The failure of the School or Contractor at any time to enforce performance by School or Contractor of any provisions of this Agreement shall in no way affect the School's or Contractor's rights thereafter to enforce same, nor shall the waiver by the School or Contractor of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.

(f) Contractor shall indemnify, defend and hold harmless the School and its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Contractor's performance of his obligations hereunder, including, but not limited to acts or omissions of Contractor or anyone Contractor has engaged to perform any portion of the Services, or any claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance of Services hereunder.

(g) The School shall indemnify, defend and hold harmless Contractor and his heirs and successors from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) that might arise or be imposed due to the School's breach of its obligations under this Agreement or that is a result of the School's negligent or willful conduct.

(h) The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. The parties acknowledge and agree that this Agreement has been negotiated by the parties, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against either party.

(i) Contractor acknowledges and agrees that during the performance of the Services, he will not violate any of the School's work rules and policies. Contractor agrees that he will not harm the School's equipment, property or inventory (other than ordinary wear and tear), and shall not interfere with the School's business operations.

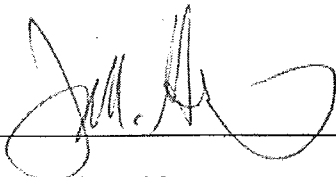
[Go to next page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Fiscal Officer Agreement as of the date set forth in the first paragraph above.

MASSA FINANCIAL SOLUTIONS, LLC



C. David Massa, Owner
219 E. Maple Street
Suite 202
North Canton, Ohio 44720
Tel: (330) 515-0572
E-mail: dave@massasolutionsllc.com



Board President
Buckeye Preparatory Academy

Attachments: Scope of Work



Massa
Financial Solutions, LLC

EXHIBIT A SCOPE OF WORK

This Scope of Work is entered into as a component of the Fiscal Officer Agreement, by and between **Buckeye Preparatory Academy**, an Ohio not for profit corporation ("the School"), with its principal place of business at **388 S. Main St., Akron, Ohio 44320** and **Massa Financial Solutions, LLC** ("Massa" or "Contractor"), whose address is **219 E. Maple St., Suite 202, North Canton, Ohio 44720**.

1. SERVICES

Contractor shall perform the following services which shall be on an as-needed basis at the sole discretion of the Contractor or as requested by the School, provided Contractor is given reasonable notice to perform such duties and is available to perform the requested services by the School in a timely manner. If the Contractor is unavailable due to personal reasons or other commitments, the Contractor shall notify the School of such in a timely manner.

Notwithstanding the foregoing, Contractor agrees to use good faith efforts to make himself or his representative available to attend all Board meetings, finance committee meetings and other meetings requested by the School. Throughout the Term of the Agreement, Contractor agrees to make routine visits to the School. Aside from a physical presence, Contractor agrees to be available continuously through phone and email. If not immediately reachable through these means, Contractor will use good faith efforts to respond to all calls and emails received within 24 hours.

At a minimum, the services to be provided will include:

- Organize and complete an orderly transition of financial records from previous service providers;
- Assist in the development, implementation and maintenance of the fiscal policies and procedures for the School and the Governing Authority in accordance with professional accounting standards;
- Maintain financial stability in internal fiscal controls and systems to assure compliance with established standards, policies and procedures;

- Provide recommendations to the School and Governing Authority of alternative fiscal practices or plans which would result in additional revenue, decreased expenditures and financial efficiency;
- Plan, organize and coordinate the duties of the staff assigned to the fiscal department; Provide technical advice or assistance regarding fiscal matters, policies, procedures and computerized accounting systems;
- Secure Public Official Bond on behalf of the School and maintain credentials required by the State of Ohio to hold the position of Fiscal Officer;
- Maintain all financial records in accordance with Generally Accepted Accounting Principles (GAAP);
- Ensure that all transactions are coded utilizing the State of Ohio Chart of Accounts and maintain ability to file reports on a cash-basis where required;
- Maintain accurate general ledger and all their financial records; Prepare financial and statistical reports as requested by the School Administrator and the Governing Authority;
- Assist in preparation, monitoring, and revision of Annual Budget for the School. Present comparison of actual results to budget at all regular meetings of the Governing Authority;
- Assist in the preparation, revision, and submission of the School's Five Year Forecast in accordance with Section 5705.391 of the Ohio Revised Code;
- Monitor and comply with all financial requirements imposed on the School through Sponsor Contracts and if applicable, management agreements;
- Communicate with the Ohio Department of Education and the Auditor of the State of Ohio, among other funding agencies, to ensure sufficient funds are available for program operation and to assist in the execution of fund transfers;
- Review and approve financial status reports and funding reimbursement requests; Ensure the reports are reconciled to the general ledger, verify supporting documentation and submit to funding agencies in a timely manner;
- Responsible for financial reporting and cash draw down requests for all federal and state grants made to the School;
- Prepare monthly unaudited financial statements and other financial reports (as requested) for presentation to the School Administrator and Governing Authority at special and regular meetings of the Governing Authority

- Attend every Board meeting (in person or by phone if necessary) to present financial reports to Board of Directors;
- Review and approve bank reconciliations on a monthly basis, verifying balances are reconciled to the general ledger;
- Review and approve bi-weekly (or semi-monthly) payroll reports generated by payroll provider prior to generation of paychecks; Ensure that quarterly tax returns are prepared and timely reconciled to the general ledger; Review Form W-2s prepared by payroll provider and distribute to employees;
- Review Accounts Payable records for accuracy of funding source, general ledger account coding and verify the supporting documents are attached, including those indicating approval;
- On an annual basis, prepare Form 1099-MISC on behalf of the School and distribute to qualifying parties;
- Ensure compliance with purchasing procedures, perform physical inventory of assets and equipment annually, maintain current inventory list, enter items are tagged as purchased or obtained;
- Maintain appropriate depreciation schedules for capitalized assets;
- If so desired, provide orientation, training, and staff development to the Governing Authority on financial stability and accountability of all program activities, internal fiscal controls in accordance with professional accounting standards, maintenance of accurate financial records, and compliance with reporting requirements;
- Annually review service contracts, leases, maintenance agreements, group health and life insurance, vehicle insurance, commercial insurance and workers' compensation insurance, requesting bids for necessary;
- Coordinate and act as the liaison between the Governing Authority, School, and Auditor of State of Ohio during the annual audit process. Prepare all schedules and compile all information as required for annual and interim audits by the Auditor of the State of Ohio;
- On an annual basis, prepare and file Form 990, **"Return of Organization Exempt from Income Tax"** on behalf of the School;
- In the event of a School closure, MFS will assist the School in fulfilling its obligations as outlined in the **"ODE Closing Assurances and Procedures Document"**;
- Other financial duties as requested by the School Leadership;
- At all times, deliver superior service in a courteous and professional manner.

Continuation
Certificate

Westfield Insurance Company

Westfield Insurance®
1 Park Circle, PO Box 5001
Westfield Center, Ohio 44251-5001

In consideration of an agreed premium payable in advance, the Bond described below is hereby continued in force for the period indicated. Continuation is subject to the condition that the maximum aggregate liability under the Bond and any and all continuations thereof shall in no event exceed the amount of liability shown herein. This endorsement shall be valid only when executed by an attorney-in-fact of this Company.

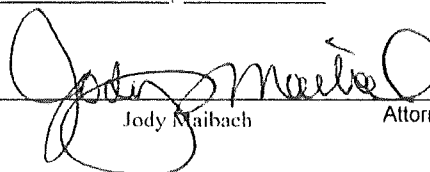
BOND NO.	BOND AMOUNT	RENEWAL PREMIUM	CONTINUED	
			FROM	TO
BND 1810401	\$ 25,000.00	\$ 156.00	7/1/2015	7/1/2016
PRINCIPAL				
Christopher D. Massa (on behalf of Buckeye Preparatory Academy)				
OBLIGEE				
State of Ohio				

Signed, sealed and dated this 7th day of May, 2015.

O'NEILL INSURANCE AGENCY, INC.
Agency

111 High Street Wadsworth, OH 44281-1857
City & State

By:



Jody Maibach

Attorney-in-Fact



BD 5403 (10-2011)

POWER NO: 34-0858
Power of Attorney

Westfield Insurance Company

CERTIFIED COPY

1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Jody Maibach** of **Wadsworth** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver

Bond Number: **BND 1810401**

Principal Name: **Christopher D. Massa (on behalf of Buckeye Preparatory Academy)**

Christopher D. Massa (on behalf of Buckeye Preparatory Academy)

Obligee Name: **State of Ohio**

Bond Penalty: \$ **25,000.00**

and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

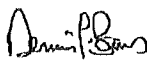
The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof,

Westfield Insurance Company

has caused these presents to be signed by their **Senior Executive** and their corporate seal to be hereto affixed this **1st** day of **January** A.D., **2012**.



By: **Dennis P. Baus, National Surety Leader and Senior Executive**

Affixed
Corporate
Seal



State of Ohio
County of Medina ss.

CERTIFICATE

I, **Frank Carrino**, Secretary of the **Westfield Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **7th** day of **May**, A.D., **2015**.




By: **Frank Carrino, Secretary**

On this **1st** day of **January**, A.D., **2012**, before me personally came **Dennis P. Baus**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**, that he is **National Surety Leader and Senior Executive** of **Westfield Insurance Company**, the company described in and which executed the above instrument, that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.

By: 
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

BPOAC4A (combined) (06-02)

Exhibit VI.C.

Budget-Current Fiscal Year
Five-Year Forecast

FIVE YEAR FORECAST

FY15 - May 2015 submission
IRN No. 014825

County: Franklin

Buckeye Preparatory Academy Statement of Receipt, Disbursements, and Changes in Fund Cash Balances For the Fiscal Years Ended June 30, 2012 through 2014, Actual and the Fiscal Years Ending June 30, 2015 through 2019, Forecasted

	Actual			Forecasted				
	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ -	\$ -	\$ -	\$ 902,233	\$ 1,859,896	\$ 2,231,875	\$ 2,603,854	\$ 2,603,854
Charges for Services (1500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fees (1600, 1700)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$ -	\$ -	\$ -	\$ 6,654	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Total Operating Receipts	\$ -	\$ -	\$ -	\$ 908,887	\$ 1,869,896	\$ 2,241,875	\$ 2,613,854	\$ 2,613,854
Operating Disbursements								
100 Salaries and Wages	\$ -	\$ -	\$ -	\$ 374,024	\$ 729,000	\$ 869,500	\$ 1,083,750	\$ 1,102,500
200 Employee Retirement and Insurance Benefits	\$ -	\$ -	\$ -	\$ 87,646	\$ 270,761	\$ 321,973	\$ 400,067	\$ 406,901
400 Purchased Services	\$ -	\$ -	\$ -	\$ 746,217	\$ 1,065,074	\$ 1,202,887	\$ 1,358,977	\$ 1,362,102
500 Supplies and Materials	\$ -	\$ -	\$ -	\$ 81,431	\$ 74,725	\$ 63,220	\$ 64,235	\$ 64,235
600 Capital Outlay -New	\$ -	\$ -	\$ -	\$ 35,465	\$ 27,000	\$ 21,000	\$ 26,000	\$ 21,000
700 Capital Outlay - Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
800 Other	\$ -	\$ -	\$ -	\$ 41,499	\$ 33,870	\$ 31,747	\$ 24,632	\$ 24,632
Total Operating Disbursements	\$ -	\$ -	\$ -	\$ 1,366,282	\$ 2,200,430	\$ 2,510,327	\$ 2,957,661	\$ 2,981,370
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ -	\$ -	\$ -	\$ (457,395)	\$ (330,534)	\$ (268,452)	\$ (343,807)	\$ (367,516)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ -	\$ -	\$ -	\$ 78,054	\$ 275,000	\$ 330,000	\$ 385,000	\$ 385,000
Federal Fiscal Stabilization Funds (SFSF)	\$ -	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	\$ -	\$ -	\$ -	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)								
Donations (1820)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income (1400)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Proceeds (1900)	\$ -	\$ -	\$ -	\$ 400,000	\$ 45,000	\$ -	\$ -	\$ -
Debt Principal Retirement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (60,000)	\$ (50,000)	\$ (10,000)
Interest and Fiscal Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers - In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers - Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Nonoperating Revenues/(Expenses)	\$ -	\$ -	\$ -	\$ 478,054	\$ 320,000	\$ 270,000	\$ 335,000	\$ 375,000
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ -	\$ -	\$ -	\$ 20,659	\$ (10,534)	\$ 1,548	\$ (8,807)	\$ 7,484
Fund Cash Balance Beginning of Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ 20,659	\$ 10,125	\$ 11,673	\$ 2,866
Fund Cash Balance End of Fiscal Year	\$ -	\$ -	\$ -	\$ 20,659	\$ 10,125	\$ 11,673	\$ 2,866	\$ 10,349

Assumptions:

School opened in FY15

State Aid is based on FTE of 129 FY 15, 250 FY 16, and 300 in FY17 and 350 in FY18- FY19

Federal grants are based on \$1,100 per FTE.

Salaries and Wages based on staffing model and increases in years 2-5 for enrollments.

Benefits includes retirement, Medicare, other employer charges, and Healthcare

Purchased Services consists of the following:

	FY15	FY16	FY17	FY18	FY19
Rent	\$ 148,250	\$ 183,750	\$ 220,500	\$ 257,250	\$ 257,250
Other Facility Costs	\$ 106,778	\$ 107,846	\$ 89,693	\$ 91,997	\$ 93,570
Management Fee	\$ 177,649	\$ 386,081	\$ 462,938	\$ 539,794	\$ 539,794
Sponsor Fee	\$ 27,067	\$ 55,797	\$ 66,956	\$ 78,116	\$ 78,116
Audit/Accounting Fees	\$ 27,600	\$ 40,100	\$ 37,600	\$ 37,900	\$ 38,209
Transportation	\$ 10,500	\$ 37,500	\$ 45,000	\$ 52,500	\$ 52,500
Food Service	\$ 104,809	\$ 145,000	\$ 175,000	\$ 200,000	\$ 200,000
Legal	\$ 12,366	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
Marketing	\$ 27,148	\$ 20,000	\$ 15,000	\$ 10,000	\$ 10,000
Consulting	\$ 12,812	\$ 45,000	\$ 45,900	\$ 46,818	\$ 47,754
Other Purchased Services	\$ 91,238	\$ 30,000	\$ 30,300	\$ 30,603	\$ 30,909
	\$ 746,217	\$ 1,065,074	\$ 1,202,887	\$ 1,358,977	\$ 1,362,102

Exhibit VII.A.-B.

Mission

Measurable SMART Goals

Instructional Methods

Curriculum

Classroom Based and Non-classroom Based Learning
Opportunities

Mission

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

To achieve the mission, our School will integrate current learning technologies into the classroom, offer authentic learning experiences that are respectful of how children learn best, and offer a schedule and support activities that enable each student to achieve his or her potential. We want our students to leave the School with the skills and abilities necessary to achieve academic excellence, personal growth, and success as lifelong learners. This mission requires the support of the faculty, staff, families, and community in order to encourage and empower students to be responsible and valued citizens.

There are three key points highlighted in our mission statement:

Authentic Learning – 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.

To accomplish this goal, Individual Learning Plans (ILP) will be created for all students during the school year. The school will use the data contained within the ILP to facilitate communication with parents and students about their academic progress and future academic and career goals.

Collaborative, Nurturing Environment – Our School will provide students a collaborative and nurturing environment in which to excel academically, emotionally, and socially. Intelligence is an important factor in how well students do, but research has shown that praising students' efforts over intelligence is far more effective (Bronson & Merryman, 2009; Dweck, 2007; Faber, 1997; Parenting Tips, 2009; Pink, 2009; Truby, 2010). We understand that children develop skills at different rates and at different times. Rather than blaming the child, we will make every effort to support children as they learn to trust themselves and others, manage conflict, and take risks. This will be evident through a school-wide behavior plan that focuses on providing a safe, respectful atmosphere where students feel supported and comfortable engaging in their education. Students who feel safe and respected are willing to work hard and are far more likely to succeed than those who have an innate intelligence, but lack motivation. Engagement, motivation, and effort will be topics discussed regularly and emphasized with the staff and the students.

An important element of nurturing the academic, social, and emotional development of our students will be our relationship with their parents. Relationships with the parents will be encouraged by setting systems and processes in place to emphasize the importance of home-

school communication. We will ensure that students are wrapped in a nurturing environment at school that is an extension of their homes.

The school will ensure all parents attend at least one informational session during the school year in which the schools formative assessment practices and behavior management principles will be discussed. Upon attending the informational session, parents will complete an exit ticket to assess their understanding of the materials.

Success – We believe that success comes in many forms. We intend to meet the goals, benchmarks, and standards outlined in this application, and also help each student meet his or her personal goals. 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.

To accomplish this goal the school will track the academic progress of all of students using performance assessments, and universal screening tools during the school year. Teacher Based team meetings will be held weekly with each grade level, in which the academic progress of all students will be discussed using the Response to Intervention Model as a framework for the discussion. Students will be grouped into three separate tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction within the general education classroom. Any student found to not be making sufficient progress, including those students receiving special education services, will receive focused interventions in their area of weakness.

Measurable Smart Goals

The schools measurable smart goals are attached as Appendix A.

Instructional Methods

Much of the education system currently utilized within the United States was developed for the Industrial Era, when segmenting subjects and content areas may have been effective. However, we are now preparing students for a new world, where creativity and the ability to think and solve problems are more important than segmented pieces of information. Many of the jobs for which we have been preparing students do not even exist today. Our students need to be able to look at a problem and find ways to resolve that problem by incorporating a multi-disciplinary perspective. They need to not only have the basic educational foundation with facts and knowledge, but even more importantly, students must be able to apply this knowledge and understand how to utilize tools to acquire, create, and develop a more cohesive understanding. They must also have the interpersonal skills necessary to work cooperatively with others to achieve results.

The School will employ an instructional model that will allow students to develop and apply the skills needed for success in the 21st century. The educational program at the School has four (4) components:

BCHC Contract
Buckeye Preparatory Academy

critical elements that will provide students with a foundation for success at school, future work, and in life: authentic learning, collaboration, a nurturing environment, and technology skills.



(1) Authentic Learning

Authentic learning experiences will take place at the School through the use of thematic, Project Based Learning and the integration of community resources. Many traditional schools engage students in learning experiences that are contrived to teach specific knowledge or skills. Students rarely have opportunities to ask and answer honest questions about the world around them. Their curiosity is often required to follow the same order as the Table of Contents in their math, science, and social studies textbooks. They “learn” about the world by reading a book or article, listening to the teacher, or watching a video.

Authentic learning is defined as “...whole-task experiences based on real life (work) tasks that integrate skills, knowledge, attitude and social context. Instruction is organized around the whole task, usually in an easy to difficult progression, which ‘scaffolds’ learning support from ‘lots to little’ as learners progress” (Gram Consulting, n.d.). The main authentic learning approach at the School will be Project Based Learning (PBL) with technology integration. Students will be actively engaged in various projects and educational pursuits, while at the same time learning the essential knowledge and skills as outlined in the Common Core State Standards (CCSS). Students will use community resources as their “learning labs” and/or use the results of their knowledge to effect change in their School and/or local community.

We believe strongly in the ideals of Project Based Learning. Possibly the most extensive definition of Project Based Learning is that presented by the Buck Institute for Education which focused on Project Based Learning for the 21st century. Project Based Learning is defined as “*a systematic teaching method that engages students in learning essential knowledge and life-*

enhancing skills through an extended, student-influenced inquiry process structured around complex, authentic questions and carefully designed products and tasks.” The model, borrowed from their website (http://www.bie.org/about/what_is_pbl/) is as follows:

1. Is organized around an open-ended Driving Question or Challenge. These questions or challenges focus students’ work and deepen their learning by centering on significant issues, debates, questions, and/or problems.
2. Creates a need to know essential content and skills. Typical projects (and most instruction) begin by presenting students with knowledge and concepts and then, once learned, give them the opportunity to apply them. PBL begins with the vision of an end product or presentation which requires learning specific knowledge and concepts, thus creating a context and reason to learn and understand the information and concepts.
3. Requires inquiry to learn and/or create something new. Not all learning has to be based on inquiry, but some should. This inquiry should lead students to construct something new – an idea, an interpretation, or a new way of displaying what they have learned.
4. Requires critical thinking, problem solving, collaboration, and various forms of communication. Students need to do much more than remember information—they need to use higher-order thinking skills. They also have to learn to work as a team and contribute to a group effort. They must listen to others and make their own ideas clear when speaking, be able to read a variety of material, write or otherwise express themselves in various modes, and make effective presentations. These skills, competencies and habits of mind are often known as "21st Century Skills".
5. Allows some degree of student voice and choice. Students learn to work independently and take responsibility when they are asked to make choices. The opportunity to make choices, and to express their learning in their own voice, also helps to increase students’ educational engagement.
6. Incorporates feedback and revision. Students use peer critique to improve their work to create higher quality products.
7. Results in a publicly presented product or performance. What you know is demonstrated by what you do, and what you do must be open to public scrutiny and critique.

(2) Collaboration

Authentic learning will be supported at the School by collaboration among students and among teachers. As described above, in a Project Based Learning model, students will work on teams and contribute to a group effort to master educational content and standards. They must listen to others and make their own ideas clear when speaking, be able to read a variety of material, write or otherwise express themselves in various modes, and make effective presentations. Depending on the unit of study and the project, students may be asked to collaborate with

same-age peers in their class or in another class, with older or younger students in another grade, or with members of the local community.

Another key component in the design of the School both physically and operationally will be the use of collaborative grade level teams. Our staff will be structured in such a way as to support professional collegiality in working with students. While classroom placement will be done relatively traditionally for an elementary school (students will have a single generalist homeroom teacher from whom they will receive the majority of their instruction), grade level classes will be physically adjoined and teacher collaboration / team teaching will be required.

Adjoining classrooms have been included in the design of the facility, which will make it easy for teachers and students to collaborate. Teachers will work together to plan projects and lessons, thus allowing classes to work together. Teachers will be able to team teach, consequently building on the strengths and interests of each team member. They will be better able to implement flexible groupings of students to focus on students who may need targeted instruction or support. This will also encourage unity within the professional learning community.

(3) Nurturing Environment

Authentic learning and collaboration will be supported by a nurturing environment for our students. A nurturing environment will support children's social and emotional development, which is essential to academic success.

Social and emotional development in young children has to do with *how young children feel about themselves* (such as confident, always scared, eager to learn, proud of their culture, afraid of being wrong), *how they behave* (such as constantly fighting, easily upset, able to deal with conflict), and *how they relate to others*, especially people who matter to them (for example, parents, teachers, and friends) (Knitzer & Lefkowitz, 2005).

We understand that children develop these skills at different rates and at different times. Every effort will be made 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.

An important element of nurturing the social and emotional development of our students will be our relationship with their parents. Relationships with the parents will be encouraged by setting systems 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 home. Research has identified that focusing on social development and the emotional needs is especially important with younger students (Goleman, 2006; Neuharth-Pritchett, 2006; Swick & Brown, 1999).

(4) Foundation for Success

The foundation of our School will be preparing students for success in school, at work, and in life. This foundation will include instruction that is based on Common Core State Standards (CCSS) delivered through multi-media tools such as interactive whiteboards, computers, and e-books.

In order to prepare students to be successful both in school and beyond, they must possess the technology skills to acquire information and communicate effectively with others. The Partnership for Twenty-First Century Skills² identifies information, media, and technology (IMT) skills as a key component of their framework.

In addition, the International Society for Technology in Education has identified six (6) technology standards specifically for students (<http://www.iste.org/standards/nets-for-students/nets-student-standards-2007.aspx>). These include:

- Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology.
- Students use digital media and environments to communicate and work collaboratively, including at a distance, to support individual learning and contribute to the learning of others.
- Students apply digital tools to gather, evaluate, and use information.
- Students use critical thinking skills to plan and conduct research, manage projects, solve problems, and make informed decisions using appropriate digital tools and resources.
- Students understand human, cultural, and societal issues related to technology and practice legal and ethical behavior.
- Students demonstrate a sound understanding of technology concepts, systems, and operations.

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

- Kindergarten: Tell what was learned using technology tools (e.g., use a computer drawing/paint program to draw a picture that explains what was learned).

² http://www.p21.org/index.php?option=com_content&task=view&id=254&Itemid=120

- Grade 1: Find information in a technology-based resource (e.g., Web site, database, DVD, software program, video).
- Grade 2: Use technology resources with teacher assistance for communication and illustration of thoughts and ideas (e.g., creative stories, drawings, presentations, publication software).
- Grade 3: Show how you can find answers to problems by using electronic resources including the Internet.
- Grade 4: Generate a document that includes graphics from more than one source (e.g., find images that match assignment needs and insert them into a document).
- Grade 5: Apply primary and secondary sources to investigate a person, place, thing or event, and identify each source as primary or secondary.

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

(5) Tying the Model Together

While the ideas of Project Based Learning and technology integration are not new, they have rarely been implemented on a consistent school-wide basis at the elementary level. We believe that a curriculum focused on Project Based Learning, enriched with technology, in a collaborative and nurturing environment is an innovative concept at the elementary level. We also believe that by embedding instruction into real world, project-based experiences, students will be able to learn more efficiently than with a typical curricular approach which segments students' days into regimented subject area content. Through exploring real-world problems and challenges students will become active learners engaged in obtaining a deeper knowledge of the content they are learning. Rather than learning from a textbook, students learn through questioning, inquiry and critical thinking. New ideas are created when learners are actively engaged in building some type of external artifact that they can reflect upon and share with classmates.

Students will be posed with problems and guiding questions which they must solve along the way. Students will acquire learning objectives as outlined in the Common Core Standards (CCSS) through mini-lessons and guidance from their highly qualified teachers. The problems and questions will revolve around grade level themes that will ensure students receive the academic instruction necessary for success at each grade level. Many of the same instructional

tools utilized at many schools will be imbedded into the curriculum. For example, many teachers use a variety of reading strategies including Choral Reading, Cloze Reading, Silent Reading with a Clear Task, Echo Reading/Alternate Reading, Partner Reading, etc. All of these types of reading strategies will be used; however, they will be applied within an over-arching theme that gives the students a purpose for learning, which is something they need to accomplish as a result of using the reading strategies.

In the early grades, many of the projects on which students will work will be classroom focused, but as students' progress through their time at the School, the questions and problems that they will solve may move beyond the walls of our School. For example, in fourth grade, the social studies curriculum focuses on civic participation and how citizens can influence the public sphere: "Civic participation requires individuals to make informed and reasoned decisions by accessing and using information effectively", while part of the Science curriculum focuses on human and animal effects on the environment and the use of natural resources. It is conceivable that the teacher could combine these areas along with the reading stories: *Heron Street*, *A River Runs Wild*, *The Great Kapok Tree*, *Brother Eagle Sister Sky*. Combining these areas along with current and/or recent events (such as the British Petroleum Oil crisis or the National Debt Ceiling Debate), the teacher could present the problem to the students such as: "What effect will the oil spill have on Florida and what can we (and other citizens) do to help?" As part of this lesson, students could be studying current events, modern research resources, natural resources, the effects of humans on the environment, citizen involvement, geography, etc. Students could research potential threats to Ohio waters. The teacher could build in mini-lessons from math about volume, comparing large numbers, and geometry as well as other essential fourth grade math standards. Furthermore, the teacher could use technology (e.g. Skype) to connect with a school along the Florida coast to connect students in a collaborative project.

As students research the issue using a variety of resources including books, magazines, the internet, and experts to learn the background that they need, develop their plan, and conduct their project, they will be utilizing many interdisciplinary skills. Through the use of mini-lessons, the teacher will be able to specifically teach some or all of the following CCSS to help students accomplish their project.

SS.4.G.12	People have modified the environment since prehistoric times. There are both positive and negative consequences for modifying the environment in Ohio and the United States.
SS.4.G.14	Ohio's location and its transportation systems continue to influence the movement of people, products and ideas in the United States.
SS.4.G.9	Interpret political and physical maps using map elements (title, compass rose, cardinal directions, intermediate directions, symbols, legend, scale, longitude,

	latitude). A map scale and cardinal and intermediate directions can be used to describe the relative location of physical and human characteristics of Ohio and United States.
SS.4.E.23	Entrepreneurs organize productive resources and take risks to make a profit and compete with other producers.
SS.4.G. 15	Individuals have a variety of opportunities to participate in and influence their state and national government. Citizens have both rights and responsibilities in Ohio and in the United States.
LS	Changes in an organism's environment are sometimes beneficial to its survival and sometimes harmful.
ESS	Earth's surface has specific characteristics and landforms that can be identified.
MA.4.OA.2	Multiply or divide to solve word problems involving multiplicative comparison, e.g., by using drawings and equations with a symbol for the unknown number to represent the problem, distinguishing multiplicative comparison from additive comparison.
MA.4.NBT3	Use place value understanding to round multi-digit whole numbers to any place
MA.4 OA.5	Generate a number or shape pattern that follows a given rule. Identify apparent features of the pattern that were not explicit in the rule itself.
MA.4 M. & D. 1	Know relative sizes of measurement unit within one system of units including km, m, cm; kg, g; lb, oz; l, ml; hr, min, sec. Within a single system of measurement, equivalents in a two column table.
MA.4MD. 3	Apply the area and perimeter formulas for rectangles in real world and mathematical problems.
MA.4.G1	Draw points, lines, line segments, rays, angles (right, acute, obtuse) and perpendicular and parallel lines. Identify these in two-dimensional figures.

The list above specifies the standards from Math, Science, and Social Studies which could be specifically taught as part of engaging students within the current events related to the oil spill or the Debt Ceiling Crisis. Language Arts was intentionally omitted from this list as we recognize that reading instruction is the primary focus of primary education, and therefore, we wish to address Language Arts as both embedded within the thematic instruction and separately to address individual student needs.

EJ Hirsh (2010) writes that "to be fully literate is to have the communicative powers of language at your command--to read, write, listen and speak with understanding." This sentiment provides the framework for the Language Arts instruction and central core concepts of our School. In order to truly learn and be able to apply the standards of the Language Arts curriculum, students need a realistic purpose and audience for applying the standards. In the example above, students could apply language skills and learning to their project through writing letters to their elected representatives, writing and producing public service announcements, interviewing experts in the field, creating print materials to distribute, etc.

Their reading skills will be enhanced as they read real world documentation about the oil spill, the legislative sessions regarding banning offshore drilling, and more. This real life application of their learning will motivate and engage students to more effectively apply and retain the essential knowledge and skills they are learning. Language Arts will be infused in all projects at the School.

Students with Disabilities

The School will implement a strong Response to Intervention (RtI) process for students 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 system will revolve around the study and optimization of the interactions of curriculum, instruction, students, and learning environments.

Throughout the RtI process, student progress will be assessed, analyzed, and reviewed by the RtI School-Based Leadership Team. This 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. Through progress monitoring, the school will determine whether the interventions have been successful before referring the student for special education eligibility. At the point of referral, the school will follow all procedural safeguards provided by IDEA 2004, such as parental consent for evaluation and will adhering to various timelines. While being evaluated for eligibility, all students will continue to have access to the appropriate tiers of intervention.

Students with disabilities will be provided Intervention, Speech, Occupational Therapy or any other service outlined in the students' Individual Education Plan. The school will employ intervention staff based on the number of students who qualify for IEP's and those student who the school suspects may have a disability. All other related services will be contracted though Partners for Success and Innovation (PSI).

A large part of teacher planning time and team meetings will be devoted to discussions around the schools lower performing students, specifically those on IEP's. During teacher planning time the team will discuss intervention strategies and modifications to curriculum to ensure all students succeed at a high level. The school will use different types of special education curriculum based on needs of its students. Students with disabilities will be provided services within their least restrictive environment. Students with disabilities will have access to the same tools and curriculum as all students. Students and parents will be given access to online intervention tools, assistive technology, or any other tool deemed necessary by the IEP team.

The school will work closely with the state support team and the Ohio Department of Education to fulfill most of its professional development need. If needed, the school will contract with outside service providers to ensure all staff are adequately trained in best practices, specifically in the assessment, identification, placement, and instruction of students with disabilities. Teaching staff will be provided the time necessary to attend training to improve teaching skills and services to students on IEP's.

General education teachers and special education teachers will work together closely to modify student work and provide necessary accommodation. General education teachers will provide special education teachers lesson plans well in advance of instruction to allow special education teachers sufficient time to make instructional and curriculum modifications. Depending on the needs of the student special education teachers will work directly in the general education classroom in an inclusive setting. There are many positive effects of inclusions where both the students with special needs along with the other students in the classroom both benefit. Research has shown positive effects for children with disabilities in areas such as reaching individualized education program (IEP) goal, improving communication and social skills, increasing positive peer interactions, many educational outcomes, and post school adjustments. Positive effects on children without disabilities include the development of positive attitudes and perceptions of persons with disabilities and the enhancement of social status with nondisabled peers.

Throughout the school year, the school will monitor the progress of all students using a variety of assessment. General education and special education teachers will track the progress of special education students using different methods such as graphic organizers, rubrics, formative and summative assessments and the MAP. The main benchmarking tool the school will use to track special education students is the student's individual education plan. School administration will ensure all IEP's are well written and include SMART goals. Special education and general education teachers will use the information gathered through assessments and tracking IEP goals to modify coursework to ensure students are always receiving special education services within their least restrictive environment. Parents of students on IEP's will

be provided interim reports and quarterly that focus on their student progress on their IEP goals. The efficacy of the program will be evaluated by looking at the progress of individual students on IEP goals, as well as their performance on state assessments. When analyzing the state assessment results, the school will focus on its ability to close achievement gaps within its population of special education students.

b) English Language Learners

Limited English Proficient (LEP)/English Language Learner (ELL) students will be identified according to the guidelines and procedures specified by the 2012 Ohio Department of Education (ODE) Revised Guidelines for the Identification and Assessment of Limited English Proficient Students. Details can be found at:

<http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=499&ContentID=16099&Content=111488>)

The School will utilize the Home Language Survey developed by ODE to identify students whose primary or home language is other than English (PHLOTE) according to ODE guidelines. For students who have met the PHLOTE criteria ("failed the PHLOTE"), the School will contract with PSI services, or other comparable vendor, to evaluate the student's level of English proficiency and to develop an appropriate service plan, which can occur both in a general education setting and/or other settings. These may include the participation of an LEP/ELL teacher and/or contracted services for initial native language instruction, and a phasing-in of English instruction.

The primary method of providing ESOL services will be through a mainstream/inclusionary model for English/Language Arts and Core/Basic Subject area. The schedules of ELL students will be comparable to their peers, will contain the same subject area classes, and will be equal in scope, sequence, and content.

Students identified as LEP/ELL must participate in annual Ohio Test of English Language Acquisition (OTELA) testing to determine their level of English proficiency. To exit the LEP/ELL program, students will need to demonstrate the ability to understand, speak, read, and write the English language at a level at which they are able to 1) achieve successfully in classrooms where the language of instruction is in English; 2) meaningfully participate in academic assessments in English; and 3) participate fully in society in the United States.

A student will have attained the required English proficiency to be exited from the LEP/ELL program when (s)he has obtained a composite score of five (5) on the OTELA or obtains a composite score of four (4) on the OTELA, completes a trial period of mainstream instruction

and obtains a composite score of four (4) or above on the OTELA during the trial period of mainstream instruction. According to ODE special conditions, students cannot be exited from an ESL program before third grade.

The effectiveness of the LEP/ELL program and services will be evaluated each year via Ohio's Annual Measurable Achievement Objectives and Ohio's Revised Title III Accountability Plan.

Parents will be informed of their child's LEP/ELL status and program first through a parent notification letter in either English or the parent's native language detailing the results of the English language assessment, explaining the need for LEP/ELL services, program participation and exit requirements, and program options. Parents will be informed regularly of the student's progress, their OTELA results, and when the student has met the criteria for exiting the LEP/ELL program.

All information will be provided in the native language of the parent or in another mode of communication that's used by the parent, unless it is clearly not feasible to do so [§300.503(c)]. If the native language or other mode of communication used by the parent is not a written language, then the School will take steps to ensure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication.

ELL students will be placed in classrooms with ESOL certified or endorsed teachers. The teachers will use ESOL strategies for all subject areas. These may include, but are not limited to:

Instructional Modifications	<ul style="list-style-type: none">• Bilingual Dictionaries• Use of illustrations and diagrams• Individual instruction
Vocabulary	<ul style="list-style-type: none">• Interactive word walls• Word banks• Using context clues
Visuals and Graphic Organizers	<ul style="list-style-type: none">• Flow charts• Maps• Timelines• Venn diagrams
Audio/Visual Support	<ul style="list-style-type: none">• Audio books• Captioning• Music/songs/chants
Interactive strategies	<ul style="list-style-type: none">• Dialogue journals• Group projects• Peer pairs

Other strategies	<ul style="list-style-type: none"> • Field trips • Demonstrations • Anticipation guides
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It is our plan to initially to contract with PSI for at least one teacher who holds ESOL certification or endorsement to ensure that all ELL students are given the appropriate support and service.

The ESOL teacher will provide the necessary differentiated instruction and support within the classroom to the student as needed, and as defined, by the student's plan. Materials utilized may include computer-aided language instruction such as Rosetta Stone, and materials provided through PSI services, the Lau Resource Center (or other comparable vendors), and Ohio Teachers of English to Speakers of Other Languages (TESOL). TESOL also provides professional development for LEP/ELL teachers. Providers of LEP/ELL services and general education teachers will regularly communicate to assure any necessary accommodations in instruction and/or testing are provided.

The School Director shall work with PSI to ensure certification requirements are met.

c) Low Performing Students

In order to support low performing students the school will use a system of continuous improvement and Response to Intervention (RtI) that allows teachers to:

- Identify the student's specific area(s) of need
- Provide explicit instruction followed by guided and independent practice with clear, corrective feedback
- Assess to determine mastery
- Reteach as needed

Both reading and math instruction will be targeted to students' specific areas of need as identified through both formal and informal assessment results.

Time will be allotted during the 90-minute reading block for additional focused, explicit instruction for students with more intensive needs. Specific reading strategies for use with students reading below grade level may include, but are not limited to: think alouds, explicit modeling, clearly stated lesson goals and objectives, advance organizers, guided reading, and

choral reading. Additional reading strategies may include Choral Reading, Cloze Reading, Silent Reading with a Clear Task, Echo Reading/ Alternate Reading, and Partner Reading.

Students who are below grade level in math will see math in a new way by connecting math to everyday experiences and with a common sense approach that uses mathematical concepts in real world activities. Teachers will: Make Connections and Integrate mathematics and relate mathematical ideas to everyday experiences and real-world situations, they come to realize that these ideas are useful and powerful.” (Zemelman). We will provide opportunities to connect mathematics by employing Project-Based Learning. Example Projects: Backpacking activity; House design project; Checks & Balances; Math Month Packet; Sports Themed Activities; creating online databases to show data in graphical formats.

Involving parents and teaching parents through activities like Family Game Night, Instructional Activities where parents learn the math concepts taught at schools so they then can help foster learning at home. We will ask what parents are doing at home to help their children learn and then provide the parents with tools, ideas and aides to provide that extra support.

Family Fun Night and Game Night Activities for parents and caregivers will be held regularly. Students learn through games, puzzles, and other activities in the home, games can also help children develop their informal knowledge and can augment the school’s efforts. Support from the home and school can have a catalytic effect on children’s mathematical development, and the sooner that support is provided, the better” (National Research Council). “Even basic facts can be learned relatively effortlessly through meaningful repetition in the context of playing games” (Sutton). Games played with parents reinforces skills taught at school while the motivation to win, makes students correct mistakes.

The use of manipulative materials produces greater achievement gains than not using them (Grouws). Using manipulatives help students correct their own errors, make physical models to interpret mathematical questions, and provide a graphical representation of the components of the math problems. Further use of graphic organizers and line representation help students see math, which enable the students to fully grasp the material.

Technology will be used to reinforce concepts and to provide another visual representation of the mathematical concepts. The use of Smart Board resources, online resources from McGraw Hill all provide additional sources of learning for at-risk students. Student will have access to calculators as well.

Problem solving and the Cognitively Guided Instructional (CGI) method, or otherwise encouraging students to use their own thinking (Watanabe). Teachers will allow students to

solve problems in more than one way and to communicate the reasoning for selecting one method over another. Teachers will provide opportunities for students to formulate their own answers and provide vocabulary that is both applicable to concepts being taught.

Assessment Portfolios and self-assessments are two additional methods that will be used with students. After the teacher has graded student tests, teachers will allow students to correct the errors. A self- assessment checklist will help students identify personal strengths and weaknesses and provide a plan to improve on the math concept(s) of their choice (goal setting). Students will monitor progress all year long.

And finally, collaboration. "Professional development cannot be done well in isolation" (Romberg). Teachers will plan together within grade levels and with specialize teachers to identify specific needs of students based on data and tailor small group instruction accordingly. The push in model for Title I and Special Education will be utilized.

Curriculum

a)

The school will ensure its curriculum has been aligned to all of Ohio's Learning Standards by completing the Alignment Toolkit. The alignment toolkit is broken down into two distinct phases. Initially the school will complete a gap analysis to determine the degree to which the current curriculum addresses the standards. Teaching staff has reviewed ODE's model curricula for each grade level. After completing the initial Gap Analysis the school will dig deeper paying close attention the key shifts in Reading, Writing, and Language Arts. To better prepare students to comprehend the Ohio's Learning Standards teaching staff will participate in local professional development targeted on the Ohio's Learning Standards, building both content and pedagogical knowledge. By completing the Alignment Toolkit and receiving additional professional development teaching staff will have a better understanding of shifts required in instruction during the school year.

b)

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 to 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 collaboration

through Project Based Learning and 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).

The educational program at the School is aligned with the School's mission as indicated below.

Key Element	Educational Program
Authentic Learning Experiences	<ul style="list-style-type: none"> • Project-Based Learning • Active vs. Passive learning • Use of community resources for learning • Integration of the state standards with current events • Development of language arts skills to communicate with real audiences
Collaborative Environment	<ul style="list-style-type: none"> • Group and Team projects • Grade level teams of teachers • Cross grade level learning experiences for students
Nurturing Environment	<ul style="list-style-type: none"> • Attention to students' social and emotional needs • School-wide behavior plan • Safe, respectful atmosphere • Strong school-home connections
Foundation for Success	<ul style="list-style-type: none"> • High expectations for academic achievement, acquisition of the state standards, and parental involvement • State of the art technology as a tool to develop 21st century skills and access the most current information: interactive white boards, classroom sets of computers, ipads, e-books, etc. • Use of technology as a tool to access and express information

The educational program at the School will help all students master the Common Core State Standards (CCSS) by providing rigorous instruction aligned with the standards and supported by a research-based curriculum. Our instructional methods will be respectful of how children learn best to ensure that the knowledge and skills required by the state standards are mastered and retained. By providing students with a creative, nurturing and collaborative environment, students will experience a high degree of success and will be able to meet their individual potentials.

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 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 a small group 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.

c)

Three-Tier Model of School Supports

ACADEMIC SYSTEMS

TIER 3

Intensive Interventions

- Assessment-based
- High intensity
- Longer duration

TIER 2

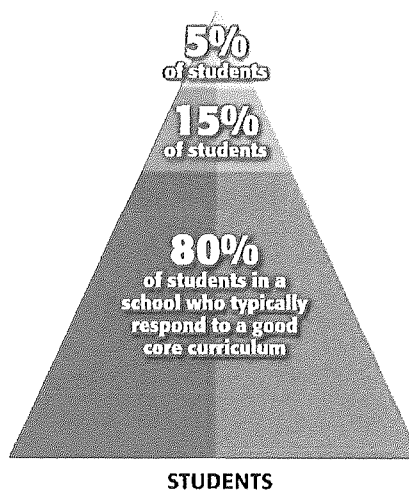
Targeted Group Interventions

- Some students (at-risk)
- High efficiency
- Rapid response

TIER 1

Core Instructional Interventions

- All students
- Preventive, proactive



BEHAVIORAL SYSTEMS

TIER 3

Intensive, Individual Interventions

- Individual students
- Assessment-based
- Intense, durable procedures

TIER 2

Targeted Group Interventions

- Some students (at-risk)
- High efficiency
- Rapid response

TIER 1

Core Instructional Interventions

- All settings, all students
- Preventive, proactive

"Response to Intervention Policy Considerations and Implementation" by the National Association of State Directors of Special Education, Inc.

RTI is a “systematic method for evaluating the needs of all students and for fostering positive student outcomes through carefully selected and implemented interventions.”³ The model uses three (3) tiers of interventions that become increasingly more focused, intense, and individualized.

The first level of data for RTI will be collected at the start of the school year using both the Ohio Department of Education Diagnostic Assessment Materials for grades K-3 and Measures of Academic Progress. Once results have been collected the RTI Leadership Team will review the data and identify those students in need of Tier II and Tier III support. An instructional plan will be created tailored to each student’s specific needs which will include timeline of follow up assessments to ensure student growth. 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.

Tier 1 will focus on strong core programs using research-based curricula. 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 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. Small groups will meet in targeted instruction for 30 minutes per day, two to four 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.

Tier 3 will focus on students who require intensive, focused, small group or individual interventions of longer duration than that which is provided in Tier 2. Tier 3 interventions will include targeted content and specialized instruction with extraordinary time and focus. The

³ Ohio Department of Education. (2008). Response to intervention: A framework for improving the performance of ALL student (PowerPoint presentation).

targeted instruction may be in small group or individually for a minimum of 30 minutes per day, three to five days a week. Individual assessments will be conducted to provide daily monitoring of student progress.

Third Grade Reading Guarantee will be addressed through Tier II and Tier III depending on the level of need in each student. As described above students in grades K-3 will be assessed using the ODE Reading Diagnostic Screening measure by September 30. For those students who are identified as off-track the RTI team will convene to identify each student's area of need and a plan will be created and executed.

Throughout the RtI process, student progress will be assessed, analyzed, and reviewed by the RtI School-Based Leadership Team. This 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.

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.

1) Reading

High quality reading instruction will be provided in every classroom during a daily ninety (90) minute reading block and reading instruction will be differentiated based on the needs of individual students. Reading instruction for students in grades K-3 will focus primarily on acquiring skills in the areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension. Whereas reading instruction in the primary grades will emphasize learning to read, reading in the intermediate grades will emphasize reading to learn. Skills in the upper

grades will include the use of, but not be limited to context clues, main idea, cause and effect, fact vs. opinion, etc. All reading instruction will be aligned with the Common Core State Standards (CCSS).

A reading lesson might be organized as follows⁴:

Time	Task
30-45 minutes	Whole group instruction focused on a core reading skill.
45-60 minutes	Differentiated small group instruction: students with similar needs meet with the teacher in small, flexible groups for direct instruction in a particular skill. Groups not meeting with the teacher work independently to practice and apply reading skills. Practice might include reading silently or with a partner or using letter tiles to segment sounds in words.
20 minutes	Additional focused, explicit instruction to students with more intensive needs.

In order to support the School's educational model, the stories, materials, and resources provided by the publisher will be rearranged to support grade level themes. Stories will be interwoven into instruction during the project portions of the day, and the supporting lessons that go along with the units (such as the word study skills, fluency instruction, oral language, shared reading, and reading/writing workshops) will be included as mini-lessons to be used to support and enhance the work students are completing as part of their overall projects. We believe that by infusing literature instruction into real world scenarios, students will be more engaged in and retain their instruction more effectively.

Students will be supported with strategies such as the use of authentic books and texts related to the student's project, theme, or interests; leveled readers appropriate to the student's reading ability; vocabulary development; and emphasis on reading as an active process using analytical and critical thinking skills.

The School will employ at least one certified reading teacher and seek to hire additional teachers with a reading endorsement. All teachers at the School will be trained so they understand instructional assessments and each of the major reading components.

(2) Math

⁴ Florida Department of Education, 90 Minute Reading Block, <http://www.justreadflorida.com/90-minute-chart.asp>

The school will utilize the GO Math! series, published by Houghton Mifflin Harcourt. The program emphasizes Big Ideas and depth of understanding through interactive lessons, research based instructional approaches, best practices from around the world, and differentiated instructional resources to ensure success for all students.

Math skills will be integrated into the Project Based Learning, but a separate time will be given to math instruction. Many of the math skills required in the elementary years are foundational skills and as such, require initial direct instruction in order to then be built into the project based themes.

Certain themes and projects will easily lend themselves to the application of math skills. For example, in the first grade project/theme "Community Helpers," currency will be emphasized, while during the theme of "Mapping," measurements, units of measuring, and comparing/ ordering items based on measurement will be stressed.

The School will implement a strong Response to Intervention (RtI) process for students 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 system will revolve around the study and optimization of the interactions of curriculum, instruction, students, and learning environments.

Three-Tier Model of School Supports

ACADEMIC SYSTEMS

TIER 3

Intensive Interventions

- Assessment-based
- High intensity
- Longer duration

TIER 2

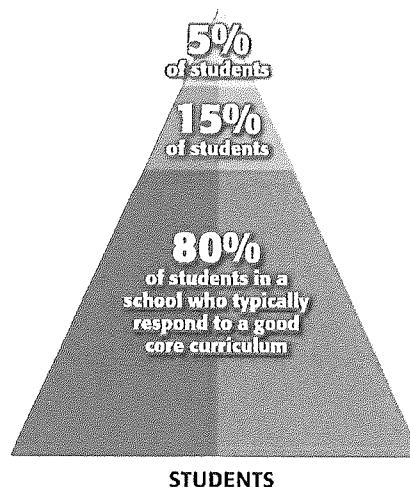
Targeted Group Interventions

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- Rapid response

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BEHAVIORAL SYSTEMS

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Intensive, Individual Interventions

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(3) Social Studies

Too often in the reality of high stakes testing, the Humanities and Arts are neglected in schools today. In many situations, parents will comment that their students haven't had Science or Social Studies lessons until the last few weeks of school, after the state assessment has been completed. We maintain that instruction should be based on more than just basic skills; it should be founded in the roots of essential and real life knowledge and feel much of this comes from the areas that are so often dropped from the curriculum. As a result, Social Studies and Science instruction will be an integral part of the academic program and will be the driving force behind many of the project based themes that the School will utilize. Initially, we intend to use two curricular material sets for Social Studies. Most students will utilize the Social Studies Alive! series, published by TCI.

The Social Studies Alive! series offers a great deal of hands on experiences, actively engaging students in simulating what they are studying. One downfall of the TCI materials is that they do not have a specific Ohio Studies textbook for fourth graders.

As a result, the Houghton Mifflin *Ohio* Fourth Grade textbook will be used to help our fourth graders learn more about Ohio history, as aligned to the New Social Studies Learning Standards.

(4) Science

The Science program we intend to initially use is the *Scott Foresman Science* series published by Pearson. This program offers many opportunities for students to participate in hands on experiences related to the subjects they are studying. The actual sequence of the instruction will be modified to incorporate the project based themes being used within the School. Scientific inquiry and the science standards will be heavily infused into the project designs to ensure students are meeting the required standards.

(5) Spanish

According to the Center for Applied Linguistics, the early study of a second language offers many benefits for student. This includes, but is not limited to, increased academic achievement, positive attitudes towards diversity, flexibility in thinking, and sensitivity to language. It has been documented that students who have studied a foreign language in elementary grades have a better understanding of their native language, score better on standardized testing, and show greater cognitive development than peers not engaged in learning a second language. Lipton (2010) asserts “children who have studied a foreign language have an improved self-concept and sense of achievement in school.”

The School plans on utilizing the *Espanol Para Ti* program in all classrooms: K-8. This program, produced by McGraw-Hill Education, complements the project and technology based learning strategies of the School. Developed initially for Clark County Schools in Nevada, the program consists of five (5) levels, one per school year. It is designed to be taught by any teacher, whether or not they know Spanish. Lessons are completed twice weekly in the general education classroom with the teacher team teaching with the *Maestra* (teacher) on video. The lessons will take approximately sixty (60) minutes per week: thirty (30) minutes of two (2) video lessons and thirty (30) minutes of activity lessons.

Espanol Para Ti employs a spiraling method of teaching where material is introduced and then repeatedly touched and built upon in subsequent lessons. Explanations are always given in English and the answers are always modeled so that students are able to participate fully. The video teacher uses a model called Total Physical Response (TPR). According to McGraw Hill, the *Maestra* (video teacher) states a command and models the accompanying activity several times. She then repeats the command and has the children respond as a group. Then she gives the command to individuals in the video who respond as models; finally, children practice by giving commands to their classmates.

All vocabulary and language concepts are reinforced with flashcards, blackline masters, and activities on the CDs contained in the program. Participatory songs are also a core of the program, and these songs are used repetitively to reinforce concepts and patterns of the language. Teachers at the School will, with the *Maestra*, team teach the lessons. They will facilitate in the classroom the learning she is choreographing. This also serves as an excellent model for the students who will be learning along with the teacher.

Espanol Para Ti is age-appropriate at every level and ties to all content areas. Art, computers, career awareness, health and nutrition, language arts, music, science, social studies, and world culture are presented in the lessons allowing teachers to communicate in Spanish about the ideas that students are currently learning.

d)

The curriculum development process systematically organizes what will be taught, who will be taught, and how it will be taught. Each component affects and interacts with other components. For example, what will be taught is affected by who is being taught (e.g., their stage of development in age, maturity, and education). The school's curriculum framework is flexible and allows educators within the classroom to respond to student needs.

Our academic framework ensures students are provided curriculum and instruction that is individualized to their specific needs. Students above or below grade level will work with material at their individual level. Teachers will use strategies such as peer tutoring and other collaborative instructional methods to ensure all students are engaged regardless of their instructional level. The school will employ Intervention Specialist and contract speech therapist or other services needed. These support personnel will make modifications to curriculum or provide support as necessary to ensure the school's curriculum and framework is accessible to all students.

e)

A Curriculum Development Team made up of School Leaders, Data Managers, Director of Curriculum and key teachers in all buildings will work to ensure curriculum is in place that meets the needs of the students. Once established the group will conduct needs assessment and analysis of the curriculum and provide recommendations based on research based best practices and growing trends of high performing schools.

The team will develop intended outcomes (what learners will be able to do after participation in curriculum activities), the content (what will be taught), and the methods (how it will be taught) by using Common Core Standards and developing intended outcomes. The next step will be to select content that will make a real difference in the lives of the learner and ultimately society as a whole and to determine the scope (breadth of knowledge, skills, attitudes, and behaviors) and the sequence (order) of the content to be taught.

f)

The need for curriculum development emerges from a concern about one or more target groups or subgroups based on identified gaps in learning as evidenced by state, local and other diagnostic tools that provide detailed data on the learners we serve. The team will also

determine technology needs, limitations we might have and learning styles, learning environments and delivery methods for the content selected and again, based on the needs of our students. The Building Leadership Team will meet monthly to analyze school academic performance including curriculum and instructional methods. Building Leadership Team will work with management to develop an ever evolving set of curriculum, defined by the needs of students.

g)

Curriculum will be developed based on the issue/problem/need as identified by the data, the characteristics and needs of learners, changes required for the students (intended outcomes/objectives based on State and Federal mandates), important and relevant content, the methods used to accomplish intended outcomes, and the evaluation strategies for methods, content, and intended outcomes knowing what works and implementing those methods.

It is a waste of resources to develop curriculum materials if adequate training is not provided for facilitators and thus teachers, to implement it. Effective implementation of newly developed curriculum products is unlikely to occur without planning, training, and support on an ongoing basis. Professional Development will occur for staff prior to the start of school and throughout the school year for all staff and at regular intervals for staff needing additional support and coaching. The school will not only analyze student growth and achievement but also the development of teachers when evaluating the effectiveness of how the curriculum is successfully implement. School administration will be responsible for completing weekly walkthroughs for each teacher. Information gained from weekly walkthroughs will help school administration determine the effectiveness of overall instruction and whether the curriculum is effective for all students.

h)

The schools sample lesson plan is attached as Appendix B.

Classroom Based and Non-classroom Based Learning Opportunities

a)

We believe children can learn outside of the four walls of the classroom. Our school fosters relationships between home, school and community to best serve our students and prepare them to meet the challenges and opportunities of the 21st Century. Students will have many

opportunities to engage in learning outside of their classrooms. These opportunities will include, but are not limited to, field trips, professional speakers, community engagements and activities, environmental activities, and outside project based learning activities that include non-traditional setting experiences.

While the ideas of Project Based Learning and technology integration are not new, they have rarely been implemented on a consistent school-wide basis, nor implemented intensely at the elementary level anywhere else in the school district. We believe that a curriculum focused on Project Based Learning, enriched with technology is an innovative concept at the elementary level.

Project Based Learning can be the catalyst for an engaging learning experience and create a context for a powerful learning community focused on achievement, self-mastery, and contribution to the community. Embedding instruction into real world, project-based experiences, provides students with the ability to learn more efficiently than with a typical curricular approach which segments a student's days into regimented subject area content. Much of the education system currently utilized within the United States was developed for the Industrial Era, when segmented subjects and content area may have been effective.

Another component of our framework is small group instruction which allows teachers to work more closely with each student, reinforce skills learned in whole group instruction, and check for student understanding. It allows students more of the teacher's attention and gives them a chance to ask specific questions they may have about what they learned. In addition to small group instruction, students may participate in self-directed learning which helps learners become empowered to take increasingly more responsibility for various decisions associated with the learning endeavor. Self-directed learners appear to be able to transfer learning, in terms of both knowledge and study skill, from one situation to another more readily and take more ownership of their learning. In contrast to self-directed learning, students also participate in peer learning, which is a collaborative experience in which students can learn from each other. Students reflect upon previously taught material by helping peers to learn and develop and hone their social skills.

Students need to be prepared for success in the 21st century where creativity and the ability to think are more important than just memorizing facts and dates. Our students need to be able to look at a problem and find ways to resolve that problem by incorporating a multi-disciplinary perspective. They need to not only have the basic educational foundation with facts and knowledge, but even more importantly, students must be able to apply this knowledge and understand how to utilize tools to acquire, create, and develop a more cohesive understanding.

They must also have the interpersonal skills necessary to work cooperatively with others to achieve results.

b)

All learning opportunities are initiated and implemented by highly qualified teachers who have a thorough understanding of the Common Core Standards. By using traditional instruction, combined with our instructional framework and project-based learning, students will acquire the appropriate learning which are outlined in the Common Core State Standards (CCSS). Instruction and learning opportunities are designed in such a way that will ensure that students receive the necessary academic instruction through engaging learning experiences.

Through lessons and guidance from their highly qualified teachers, students will acquire the learning objectives as outlined in the Common Core State Standards (CCSS). Scenarios and guiding questions will be designed in such a way, and revolve around grade level themes and standards, that will ensure that students receive the necessary academic instruction through engaging learning experiences.

c)

All learning opportunities stem from the Common Core Standards and are implemented by utilizing our instructional framework combined with Project Based Learning activities. These efforts are based on the results of assessments which allow highly-qualified teachers to make appropriate decisions on how to differentiate instruction and improve each student's learning level. In the early grades, many of the projects on which students will work will be classroom focused, but as students' progress through their time at our School, the questions and problems that they will solve may move beyond the walls of the School.

d)

The school will constantly review the effectiveness of all learning opportunities through a variety of methods. The school administers appropriate assessments to our students to ensure that each student is progressing at a rate that is equivalent to their ability. We utilize the NWEA Map assessments three times per year. The data retrieved from these tests are utilized to make educated decisions on the type of instruction that is implemented within the classroom. In addition to the MAP assessments, our Kindergarten students are assessed by the Kindergarten Readiness Assessment (KRA) and our grades 1 – 3 are assessed by the appropriate state diagnostic assessments. Once again, this information is utilized to make informative decisions regarding instructional strategies. In addition, assessments that are administered

within the classroom are analyzed and used to drive instruction. Teachers participate in weekly teacher-based team meetings where they discuss student progress, instructional strategies and ways in which to improve student progress based on the assessment data.

The success of non-classroom based learning opportunities will be evaluated using student, parent, and teacher surveys. The output for any non-classroom based learning activities will include a project wrap up. Teacher staff can use the survey results and the student's achievement on that specific project to make modifications to future activities outside the classroom.

Appendix A- SMART Goals

Team Leader: Maureen Businger, Director of Curriculum and Instruction

School: Buckeye Preparatory Academy

Team Members: Teaching staff, School Director

Grade Level: 1st

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
By the end of 2015/2016, 80% of 1st graders will demonstrate proficiency in reading fluency and comprehension as measured by the Phonological Awareness Literacy Screening Assessment and the standardized 6 week assessments.	The team will expand to include, Title I, Speech, and SPED to reinforce the skills taught in the classroom. We will use available technology to help reinforce skills. The team will place students in fluid groups according to ongoing assessments of the reading levels. The team will also monitor student's proficiency on an ongoing basis and membership of groups will be fluid.	<ul style="list-style-type: none"> • Work with the principal to establish a schedule that allows for this intervention. • Use 6 weeks assessments of reading fluency and comprehension, and analyze the data. • Align our lessons plans with content and format of state. • Identify specific and precise instructional strategies to address the needs of students for each of the groups 	The team will develop and administer both weekly assessments. We will also administer standardized assessments every 12 weeks.	<ul style="list-style-type: none"> • NWEA/MAP Benchmarks • Students will be able to move to higher groups. • All students will demonstrate 80% proficiency on 6 weeks reading assessments in fluency and comprehension.

Team Leader: Maureen Businger, Director of Curriculum and Instruction

School: Buckeye Preparatory Academy

Team Members: Teaching staff, School Director

Grade Level: 1st

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
<p>By the end of 2015/2016, 100% of 1st graders will demonstrate understanding of the organization and basic features of print.</p> <ul style="list-style-type: none"> Follow words from left to right, top to bottom, and page by page. Recognize that spoken words are represented in written language by specific sequences of letters. Understand that words are separated by spaces in print. Recognize and name all upper- and lowercase letters of the alphabet. 	<p>The teachers will model the correct forming of words and letters, site words, Title I and SPED will also work to reinforce with students who need intensive support. The team will monitor student progress on an ongoing basis.</p>	<ul style="list-style-type: none"> Grade 1 Teachers Title Teachers Para Professionals 	<p>The team will develop and administer both weekly assessments. We will also administer standardized assessments at specified intervals.</p> <ul style="list-style-type: none"> KRA will be administered prior to September 20. Diagnostics will be completed by September 30. Individual Learning Plans will be developed October 30. 	<p>Student improvement in proficiency in letter, words, and sentences.</p>

Team Leader: Maureen Businger, Director of Curriculum and Instruction

School: Buckeye Preparatory Academy

Team Members: Teaching staff, School Director

Grade Level: 2nd

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
100% of 2nd grade students will advance to 3rd grade in the fall of 2016 able to subtract with and without regrouping up to 2 digit by 2 digit.	<ul style="list-style-type: none"> Common Math time Regroup within unit Wrap Around (subtraction) Resources: Title 1, Para Professionals, Community after school programs McGraw Hill Math website 	<ul style="list-style-type: none"> 2nd grade teachers Title 1 teachers Para Professionals 	-	Increased scores on NWEA/MAP

Team Leader: Maureen Businger, Director of Curriculum and Instruction

School: Buckeye Preparatory Academy

Team Members: Teaching staff, School Director

Grade Level: 2nd

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
100% of 2nd grade students will leave 2nd grade and advance to 3rd grade, in the fall of 2016, reading on 2nd grade level or higher.	<ul style="list-style-type: none">• Common Reading/Language Arts time• Regroup within classroom for reading groups• Title 1• Community volunteers• Community after school programs• McGraw Hill Reading site	<ul style="list-style-type: none">• 2nd grade teachers• Title 1 teachers• Para Professionals	Fall, Winter, Spring NWEA Assessments	Increased scores on NWEA/MAP

Team Leader: Maureen Businger, Director of Curriculum and Instruction

School: Buckeye Preparatory Academy

Team Members: Teaching staff, School Director

Grade Level: 3rd

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
85% of 3rd grade students will demonstrate mastery of basic multiplication facts.	<ul style="list-style-type: none"> Math Wrap Ups Flash cards McGraw Hill Math Keys Math Tapes/CDs Accommodations for SPED Resources Math - Specialist Title 1 Volunteers Peer tutors After school SmartBoard 	<ul style="list-style-type: none"> 3rd grade teachers Title 1 teachers Teacher assistants Volunteers 	<ul style="list-style-type: none"> NWEA/MAP Fall, Winter, Spring Assessment "Mad Minutes" 	<ul style="list-style-type: none"> NWEA/MAP assessments Report cards Ohio Achievement Assessments 10 Mixed (x) assessments

Team Leader: Maureen Businger, Director of Curriculum and Instruction

School: Buckeye Preparatory Academy

Team Members: Teaching staff, School Director

Grade Level: 3rd

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
85% of 3rd grade students will improve in reading comprehension and fluency	<ul style="list-style-type: none">• Dolch Word List• Word Journal• Flash cards• McGraw Hill• Leveled Readers• Title 1• Volunteers Peer tutors• SmartBoard	<ul style="list-style-type: none">• 3rd grade teachers• Title 1 teachers• Teacher assistants• Volunteers	NWEA Fall, Winter, Spring Assessments	<ul style="list-style-type: none">• Reading Records• NWEA/MAP assessments• Report cards• Ohio Achievement Assessments

Team Leader: Maureen Businger, Director of Curriculum and Instruction

School: Buckeye Preparatory Academy

Team Members: Teaching staff, School Director

Grade Level: 4th

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
80% of 4th grade students will advance to the 5th grade in the fall of 2016 able to perform basic math operations accurately. In addition, they will be able to recall multiplication facts from 0 – 9 with the usage of strategies if necessary.	<ul style="list-style-type: none"> • Wrap Around (Multiplication) • 21 Game • Common Math Time • Resources: Title 1, Para Professionals, Sped Teachers, and Volunteers • Multiplication Fact Triangles • Technology: Study Island, Math Keys, McGraw Hill • Math manipulatives (i.e. base ten blocks, fraction towers, etc) 	<ul style="list-style-type: none"> • 4th grade Teachers • Title 1 Teachers • Para Professionals • Sped Teachers 	<ul style="list-style-type: none"> - Follow division timelines to address specific skills 	<p>Increased scores on:</p> <ul style="list-style-type: none"> - NWEA Assessments - Ohio Achievement - Classroom assessments - Mad Math Minute

Team Leader: Maureen Businger, Director of Curriculum and Instruction

School: Buckeye Preparatory Academy

Team Members: Teaching staff, School Director

Grade Level: 4th

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
85% of 4th grade students will advance to the 5th grade in the fall of 2016 reading on a 4th grade level or higher.	<ul style="list-style-type: none"> Common Reading / Language Arts Time Resources: Title 1, Para Professionals, Sped Teachers, and Volunteers Technology: McGraw Hill Reading Sites, Study Island, Reading Groups 	<ul style="list-style-type: none"> 4th grade Teachers Title 1 Teachers Para Professionals Sped Teachers 	Follow division timelines to address specific skills	<p>Increased scores on:</p> <ul style="list-style-type: none"> NWEA Assessment Testing Ohio Achievement Assessments

School: Buckeye Preparatory Academy

Team Leader: Maureen Businger, Director of Curriculum and Instruction

Grade Level: 5th

Team Members: Teaching staff, School Director

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
85% of 5th grade students will advance to the 6th grade in the fall of 2010 able to perform basic math operations accurately. In addition, they will be able to recall multiplication facts from 0 – 12 with the usage of strategies if necessary.	<ul style="list-style-type: none"> • Wrap Around (Multiplication) • 21 Game • Common Math Time • Resources: Title 1, Para Professionals, Sped Teachers, Community Volunteers • Multiplication Fact Triangles • Technology: Math Playground, Study Island, Math Keys, McGraw Hill • Math manipulatives (i.e. base ten blocks, fraction towers, etc) 	<ul style="list-style-type: none"> • 5th grade Teachers • Title 1 Teachers • Para Professionals • Sped Teachers 	Follow division timelines to address specific skills	<p>Increased scores on:</p> <ul style="list-style-type: none"> • NWEA/MAP • Ohio Achievement Assessments • Classroom Assessments

Team Leader: Maureen Businger, Director of Curriculum and Instruction

School: Buckeye Preparatory Academy

Team Members: Teaching staff, School Director

Grade Level: K-6

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
81% of 5th grade students will advance to the 6th grade in the fall of 2010 reading on a 5th grade level or higher.	Common Reading / Language Arts Time Resources: Title 1, Para Professionals, Sped Teachers, and Volunteers Technology: McGraw Hill Study Island, Reading Groups	<ul style="list-style-type: none"> • 5th grade Teachers • Title 1 Teachers • Para Professionals • Sped Teachers 	Follow division timelines to address specific skills	<p>Increased scores on:</p> <ul style="list-style-type: none"> • NWEA/Map Assessments • Ohio Achievement Assessments

Team Leader: Maureen Businger, Director of Curriculum and Instruction

School: Buckeye Preparatory Academy

Grade Level: K-6

Team Members: Teaching staff, School Director

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
By the end of 2015/2016, 100% of parents of students in a subgroup will participate in one or more family literacy night activity.	<p>The teachers and staff will provide activities for parents to become involved in their child's education through participation in:</p> <ul style="list-style-type: none"> • Family Game Night • Lesson on Math Literacy. • Lesson on Reading Literacy. • Poetry Night. • Concept Learning Session After School • (Homework Help for Parents) • Strategy Sessions for Embedding Reading in all aspects of life. • Community Resource Night 	<ul style="list-style-type: none"> • School Leader • Grade Level Teachers • Title I Teachers • SPED Teachers • Librarian • Local Community Resources 	<p>One event per month at minimum:</p> <ul style="list-style-type: none"> • September, Back to School Night • October, Reading Literacy • November, Homework Help Session • December, Poetry Night • January, Strategy Sessions • February, Math Literacy • March, Game Night • April, Strategy Sessions • May, Reading Literacy • June, Embedding Reading in Life • July, Family Game Night or Movie Night based on book (Giver, new movie out now) 	<ul style="list-style-type: none"> • Parent Surveys • Attendance Sheets • Increase Involvement in Other Areas

Team Leader: Maureen Businger, Director of Curriculum and Instruction

School: Buckeye Preparatory Academy

Team Members: Teaching staff, School Director

Grade Level: K-6

SMART Goal	Action Steps	Responsibility	Timeline	Evidence of Effectiveness
By the end of 2015/2016, 95% attendance rate as a school.	<p>The teachers and staff will provide activities for parents to become actively involved in their child's education through participation in Parent Involvement Activities.</p> <ul style="list-style-type: none"> Educating parents on Attendance Laws. Focus on Learning and Maintain High Expectations Partner with City Officials Create clear expectations and rules governing absenteeism. Provide programs for chronic absent students. Involve community organization early. 	<ul style="list-style-type: none"> School Leader Grade Level Teachers Title I Teachers SPED Teachers Librarian Local Community Resources 	<ul style="list-style-type: none"> Immediate notifications Constant Contact Immediate involvement with Community Resources 	<ul style="list-style-type: none"> Parent Surveys Attendance Sheets Increase in Attendance Higher Academic Achievement

Cambridge Education Group ELA Resources

1. CPALMS

- a. www.Cpalms.org
- b. This is an online platform that consists of thousands of unit plans, online activities/Labs, videos, games and virtual manipulatives at the teacher's disposal.
- c. Teachers have the ability to look up the resources they need by grade level or by standard
- d. Teachers do not have an individual log-in, but they do have a company log-in in order to access the curriculum maps online (for ELA and Math only at this point) and they can access all other resources without a username and password.
- e. Teachers were taught how to use this resource at the All Ohio PD last August 2015 and it has been referenced at every PD after that.
- f. Instructional coaches refer to this resource when teachers are looking for supplemental activities for their students

Use: All grade levels, all areas. Materials are provided for Tier I, Tier II, and Tier III. All materials and resources are vetted and aligned to the Ohio Standards.

Within the site is the pacing guide, which further defines what resources are available to the teachers that teach the core content for the Tier I students, as well as specifically identified resources for Tier II and Tier III students.

2. McGraw Hill Reading Wonders

- a. Every teacher, who teaches Reading (K-6) has their own log-in for McGraw-Hill Reading Wonders
- b. All reading resources are differentiated into four categories. Above grade level, below grade level, on grade level and English as a Second Language resources.
- c. When working online, students can have the stories read to them, highlight important information and answer questions.
- d. E-assessments (online assessments) are pre-created for every unit and offers pre and post assessment opportunities.
- e. Reading Wonders has vocabulary, grammar, fluency and writing skills built into the program

Use: All subjects, all grade levels, all areas. Materials are BOTH eBooks and hardcopy books. Each classroom has a quantity of hardcopy books; the quantity is depended on the number of students enrolled in the classroom. Typically, a classroom of 25 students will have 10-12

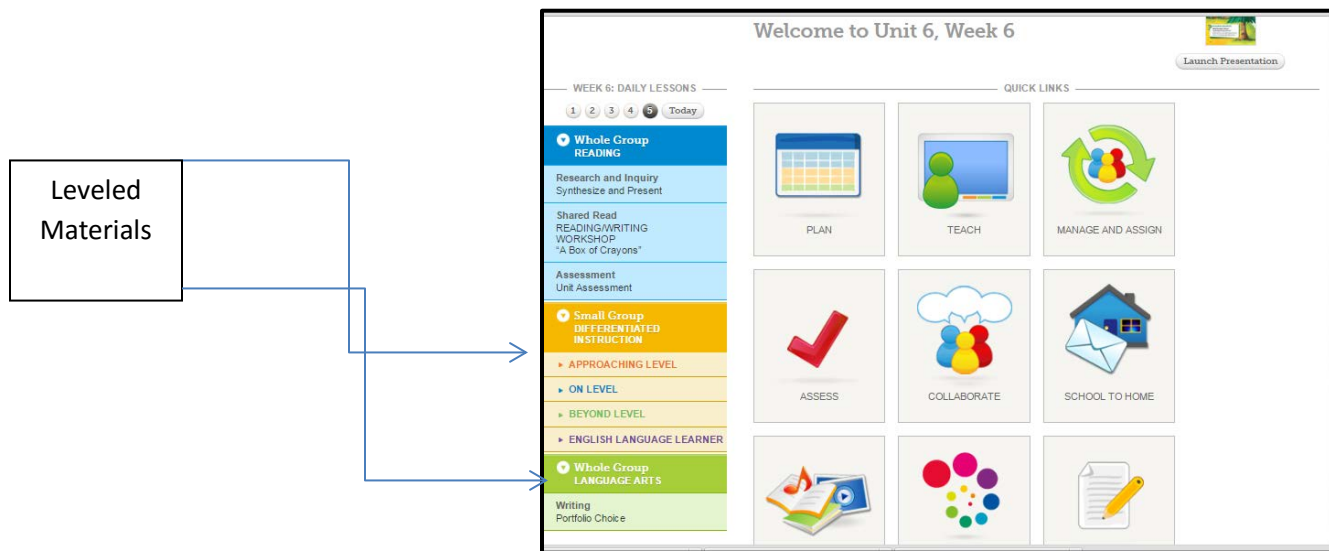
hardcopy books and individual site licenses for all students. All students have an online license because we use the progress monitoring tools within the site to measure growth on several standards at specific time periods throughout the year. This means that every student has access to all materials that are hardbound. It is the exact same book.

Also, all students have reading workbooks to support the learning in the classroom. It is called, “Your Turn Practice Book”. It is a 1 to 1 match, every year, and for every student.

In addition, the students that receive Title I and special education services have a book title, “Interactive Work Text”. Use of this book depends on the level of the student. Each school has a set of these for the students that need this additional support. This is in addition to the “Your Turn Practice Book”.

Each classroom also has leveled books from McGraw Hill. These books are Non-Fiction, mini books that are leveled for Tier I, Tier II, and Tier III students. The content covers mostly science and social studies content, though in some sets they have stories as well. Depends heavily on the grade level we are addressing.

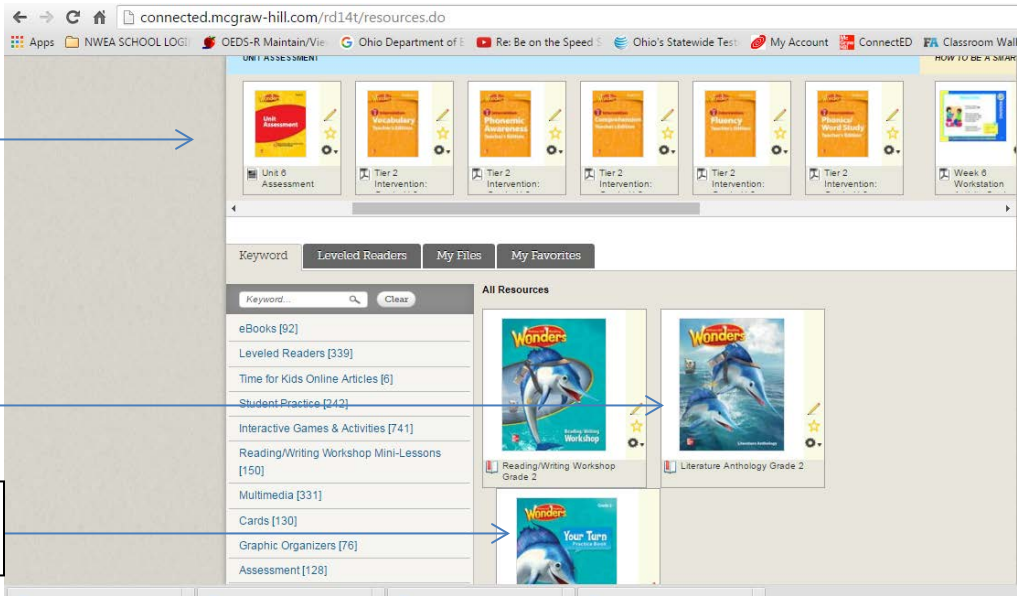
Within the content of the McGraw Hill teacher site, material are broken down by Tiers to assist the teacher in developing differentiated lesson. Materials under each tab below (from teacher text/online teacher guide) are provided for the various levels within the classrooms.



Resources are
tiered

Set of Hardcopy Books,
combined with all
students having an
electronic version.

All students have this,
“Your Turn Books”.



3. McGraw-Hill Study Sync

- Every teacher, who teaches Reading (grades 7-8) have access to Study Sync and should load their students into the program
- Online reading platform that offers teachers and students with guided curriculum, grammar, vocabulary, spelling, and research and writing lessons.
- When working online students can have the reading selections read to them and teachers can differentiate most of the reading assignments to fit student’s abilities.
- Students can work collaboratively online by reading, editing and assessing each other’s work
- The program offers online E-assessments that are organized by unit.
 - Pre and post tests for grammar units
 - Unit post assessments
 - End of Year performance based assessments

Use: Grades 7 & 8. This resource only comes in electronic form. All students have a one to one license.

4. BrainPop

- www.brainpop.com
- Every teacher has the ability to create their own accounts and to add students to their accounts to work directly from the computers.
- BrainPop provides videos on grammar skills, reading skills, study skills, story elements, famous stories and famous authors

- d. Teachers have access to all scores and can check to see which questions were missed the most to determine how he or she should proceed with the lesson

Use: All grades, all subjects. Additional resources as supplemental, not intended to be used as a primary resource. It is supplemental material. Not the curriculum.

5. Reading A-Z

- a. Reading program that provides reading resources that can be printed or used digitally
- b. Teachers are able to assess students reading levels and then assign passages at the student's level. Ongoing leveled re-assessments are provide to continually check student progress and "level up" to the next reading level when appropriate
- c. Passages can focus on foundational skills, comprehension, fluency, and vocabulary

Use: Tier II students. Leveled. Grades K – 6. I have attached the White Paper that pulls from research the program benefits. Again, this is not the resource, it is a supplemental piece we make available to teachers. The materials are downloaded for students, this is not an electronic resource and students do not have access.

6. Wilson Reading

- a. Structured literacy program based on phonological-coding research and Orton-Gillingham principles
 - i. Directly and systematically teaches the structure of the English language
 - ii. Students learn fluent decoding and encoding skills to the level of mastery
- b. Foundation of all other Wilson programs.
- c. WRS is an intensive Tier 3 program for students in grades 2-12. with word-level deficits
 - i. Who are not making sufficient progress through their current intervention;
 - ii. Have been unable to learn with other teaching strategies and require multisensory language instruction;
 - iii. Or who require more intensive structured literacy instruction due to a language-based learning disability, such as dyslexia.
- d. From the beginning steps of the program, students receive instruction in:
 - ✓ Phonemic awareness
 - ✓ Decoding and word study
 - ✓ Sight word recognition
 - ✓ Spelling
 - ✓ Fluency

- ✓ Vocabulary
- ✓ Oral expressive language development
- ✓ Comprehension

7. FUNdations

- a. Grade K, 1, 2, 3, whole class instruction.
- b. Preventative Instruction

8. WRS Introductory Workshop

- a. Tier II Students
- b. An overview of the Wilson Reading System® (WRS) curriculum and serves as the prerequisite for WRS Level I Certification. This course is delivered over three consecutive days and examines reading research and the five areas of reading in relation to students in grade two and above with persistent phonological coding deficits.
- c. Participants learn about from a credentialed Wilson Trainer:
 - i. Dyslexia
 - ii. appropriate student identification and placement
 - iii. program implementation
 - iv. progress monitoring
 - v. scheduling
 - vi. Creating a successful learning environment.
 - vii. Principles of language structure and how to teach language with direct, multisensory methods
 - viii. 10-part Wilson Lesson Plan
 - ix. Practice planning and delivering a lesson while receiving modeling and feedback.

9. Wilson Level I Certification

- a. Tier III Students
- b. The Wilson Reading System® (WRS) Level I Certification program is designed to prepare teachers to effectively implement WRS Steps 1-6 with students who are reading and spelling below grade level as well as those diagnosed with a language-based learning disability, such as dyslexia. It consists of two components: the WRS Intensive Instruction: Online Course (Steps 1-6) and the WRS Level I Steps 1-6 Practicum.
- c. A critical factor for student success is teacher knowledge and skills, and the ability to apply those in the classroom with students. The WRS Level I Certification Program provides a course that deepens teachers' content knowledge while providing a supervised practicum that allows teachers to apply and practice skillful use of research-based strategies. Considerable time, effort, and study are required for the WRS Certification program. Each trainee is expected to acquire a very sophisticated working knowledge of the sound-

symbol system of English (phonology) and its structure (morphology), as well as the use of specific diagnostic techniques in teaching decoding and encoding, and strategies for vocabulary, fluency and comprehension.

10. Wilson Level II Certification

- a. Tier III Students
- b. Individuals who have completed Level 1 will complete Level II Certification. This advanced WRS coursework provides in-depth strategies to expand knowledge and practice of the Wilson Reading System.
- c. One track focuses on how to implement multisensory structured language instruction successfully in group settings.

11. Training in Wilson and Foundations & Just Words

Foundations Level K Workshop – COMPLETED WINTER 2015

Description

The Foundations Level K Workshop provides the practice and guidance needed to effectively begin teaching the Foundations Level K curriculum. At the completion of the workshop, attendees will be able to:

- Have a solid background knowledge and understanding of the research base supporting the why and how of Foundations instruction.
- Identify the skills taught in Foundations Level K: phonological awareness; phonemic awareness and the alphabetic principle; sound mastery; ways to form the key linkages—letter name, formation and sound; phonics; vocabulary; high frequency/trick words; fluency; comprehension strategies; manuscript handwriting, spelling, and punctuation.
- Understand the principles of instruction: explicit, sequential, and cumulative instruction that engages multiple learning modalities with multisensory instruction, repetition, and immediate, specific feedback.
- Prepare a daily Level K learning plan and practice lesson activity procedures.
- Build a learning-focused classroom: maximizing instructional time, learning lesson activities, using questioning to guide student learning and mastery, and encouraging craftsmanship for

Foundations Level 1 Workshop COMPLETED WINTER 2015

Description

The Foundations Level 1 Workshop provides the practice and guidance needed to effectively begin teaching the Foundations Level 1 curriculum. At the completion of the workshop, attendees will be able to:

- Have a solid background knowledge and understanding of the research base supporting the why and how of Foundations instruction.

- Identify the skills taught in Foundations Level 1: phonemic awareness; the alphabetic principle; sound mastery; ways to form the key linkages—letter name, formation and sound; phonics and word study; vocabulary; high frequency/trick words; fluency; comprehension strategies; manuscript handwriting, spelling, and punctuation.
- Understand the principles of instruction: explicit, sequential, and cumulative instruction that engages multiple learning modalities with multisensory instruction, repetition, and immediate, specific feedback.
- Prepare a daily Level 1 learning plan and practice lesson activity procedures.
- Build a learning-focused classroom: maximizing instructional time, learning lesson activities, using questioning to guide student learning and mastery, and encouraging craftsmanship for optimum outcomes.

Foundations Level 2 Workshop SCHEDULED AUGUST, 2016

Description

The Foundations Level 2 Workshop provides the practice and guidance needed to effectively begin teaching the Foundations Level 2 curriculum. At the completion of the workshop, attendees will be able to:

- Have a solid background knowledge and understanding of the research base supporting the why and how of Foundations instruction.
- Identify the skills taught in Foundations Level 2: phonemic awareness; the alphabetic principle; sound mastery; phonics and word study; vocabulary; high frequency/trick words; fluency; comprehension strategies; spelling and punctuation.
- Understand the principles of instruction: explicit, sequential, and cumulative instruction that engages multiple learning modalities with multisensory instruction, repetition, and immediate, specific feedback.
- Prepare a daily Level 2 learning plan and practice lesson activity procedures.
- Build a learning-focused classroom: maximizing instructional time, learning lesson activities, using questioning to guide student learning and mastery, and encouraging craftsmanship for optimum outcomes.

Foundations Level 3 Workshop SCHEDULED AUGUST, 2017

(Wilson will not train staff until grade 2 has been fully implemented 1 year, as grade 3 students will not have necessary foundation to be successful, this is their rule).

Description

The Foundations Level 3 Workshop provides the practice and guidance needed to effectively begin teaching the Foundations Level 3 curriculum. At the completion of the workshop, attendees will be able to:

- Have a solid background knowledge and understanding of the research base supporting the why and how of Foundations instruction.
- Identify the skills taught in Foundations Level 3: the alphabetic principle; sound mastery; phonics and advanced word study; vocabulary; high frequency/trick words; fluency; cursive handwriting, advanced spelling rules and morphology, and punctuation.
- Understand the principles of instruction: explicit, sequential, and cumulative instruction that engages multiple learning modalities with multisensory instruction, repetition, and immediate, specific feedback.
- Prepare a daily Level 3 learning plan and practice lesson activity procedures.
- Build a learning-focused classroom: maximizing instructional time, learning lesson activities, using questioning to guide student learning and mastery, and encouraging craftsmanship for optimum outcomes.

Foundations Intervention Workshop SCHEDULED FALL, 2016

Description

This two-day workshop provides guidance for implementing Foundations within a Multi-tiered System of Supports (MTSS) or Response to Intervention (RTI) framework. It focuses on procedures and strategies for implementing Foundations as an early intervention (Tier 2) program. Specifically included are ways to identify Tier 2 students, plan intervention lessons, use the Foundations curriculum-based measurement tool, collect and use data to plan and provide targeted student instruction, and include automaticity and fluency practice, including the Wilson Fluency®/Basic program. (Day one is delivered in the fall, and day two is delivered in the winter/early spring.) At the completion of the workshop, participants will be able to:

- Have a solid understanding how Foundations fits into an MTSS/RTI framework.
- Know the procedures and strategies for implementing Foundations as an early intervention (Tier 2) program.
- Identify students who are appropriate for targeted intervention through Foundations.
- Plan intervention lessons, and differentiate lessons based on students' needs.
- Understand the difference between an accuracy lesson and an automaticity lesson and learn to plan for both.
- Collect and use data to provide targeted student instruction.
- Effectively use the Foundations curriculum-based measurement tool to monitor a student's response to the targeted intervention.
- Include automaticity and fluency practice, including the Wilson Fluency®/Basic program.

Just Words Introductory Workshop SCHEDULED AUGUST 2016

Description

This 10-hour workshop provides the practice and guidance needed to effectively begin teaching the Wilson Just Words curriculum. At the completion of the workshop, attendees will be able to:

- Understand the research base supporting the why and how of Just Words instruction.
- Understand the principles of instruction: explicit, sequential, and cumulative instruction that incorporates review, repetition, feedback, and multisensory instruction to engage multiple modes of learning.
- Identify the skills taught in Just Words: word study (phonemic awareness, six basic syllable types in English, spelling rules, common Latin roots, prefixes, and suffixes), vocabulary study, and high frequency words.
- Properly identify and group students.
- Use the Instructor Manual's Unit structure and materials, prepare a daily learning plan, and practice lesson activity procedures.
- Administer Progress Checks at the beginning of each Unit and Unit Tests at the end in order to assess students' progress.

Just Words Screening and Placement Workshop SCHEDULE FALL 2016

Description

This half-day workshop reviews the process for student screening, identification, and placement in a Just Words class. Provides practice with the Test of Silent Word Reading Fluency-2® (TOSWRF) and the Word Identification and Spelling Test® (WIST).




Cambridge has implemented a systematic method for implementation and for training. All staff by September 1 will be trained in FUNdations K, 1, 2. All Title I and Special Education teachers will be trained in Wilson Introductory and many will receive Wilson Intensive training, which is a yearlong training program.

WHOLE CLASS

Tier II

Tier II

Tier III

Prevention	Early Intervention	Intervention	Intensive
 <p>Why wait until there is a gap before we systematically teach them to read and spell?</p> <p>Foundations[®] is designed to reduce the number of children who later need intervention by giving all kids a solid foundation. A 30-minute Foundations lesson ensures that the critical skills for reading and spelling are being taught daily.</p>	 <p>What can we do to help struggling, beginning readers before they fall behind?</p> <p>Foundations[®] is the type of instruction research calls for when the core reading program is just not enough. With small groups of students or one-to-one, Foundations is the right tool when you need to intervene early.</p>	 <p>How can we expect them to read to learn if they haven't yet learned to read?</p> <p>The Just Words[®] curriculum gives individuals with word-level deficits a chance to become fluent, independent readers. A regularly scheduled Just Words class provides reading and spelling "basics" for other students.</p>	 <p>Doesn't everyone deserve a future full of choice and opportunity?</p> <p>The Wilson Reading System[®] works with even the most challenged reader by providing intensive instruction in small groups or individually with a highly skilled teacher; reading and spelling success can be achieved.</p>
STUDENT FOCUS All K-3 students	STUDENT FOCUS All K-3 struggling or at-risk readers in the lowest 33rd percentile	STUDENT FOCUS All students in grades 4-12 and adults who are decoding and encoding below grade level	STUDENT FOCUS All students in grades 2-12 and adults who are not making sufficient progress in intervention or who may require more intensive instruction due to a language-based learning disability/dyslexia
LESSON LENGTH 30 minutes daily	LESSON LENGTH 30 minutes, 3-5 times/week plus the daily 30-minute structured lesson	LESSON LENGTH 45 minutes, 3-5 times/week	LESSON LENGTH 60-90 minutes, 3-5 times/week in a 1:1 setting or 45-90 minutes daily in a small group (up to 6 students) setting
GROUP SIZE Whole class	GROUP SIZE Small group, one-to-one	GROUP SIZE Reading class (up to 15 students), small group	GROUP SIZE Small group (up to 6 students), one-to-one
SETTING General education classroom	SETTING May be conducted within or outside the classroom	SETTING General education classroom, intervention class, ELL classroom, library center, adult education	SETTING Special education classroom, resource room, library center, adult education
INSTRUCTOR General education teacher	INSTRUCTOR General education teacher, reading specialist, paraprofessional, or intervention personnel	INSTRUCTOR General education teacher, reading specialist, or intervention personnel	INSTRUCTOR Wilson Level I and II Certification recommended
PROFESSIONAL LEARNING & SUPPORT <ul style="list-style-type: none"> Wilson Academy/Prevention Learning Community (online) 	PROFESSIONAL LEARNING & SUPPORT <ul style="list-style-type: none"> Wilson Academy/Intervention Learning Community 	PROFESSIONAL LEARNING & SUPPORT <ul style="list-style-type: none"> Wilson Academy/Intervention Learning Community 	PROFESSIONAL LEARNING & SUPPORT <ul style="list-style-type: none"> Wilson Academy/Intensive Learning Community (online)

Cambridge Education Group Math

The difference between Tier 2 and Tier 3 is the frequency and group size paired with the instructional strategies and interventions used.

Tier 3 is the last stage of the intervention model and is the most intensive and most frequent.

Within McGraw Hill there are various Tiers within the resources. The student might be in a group with the teacher for 2, thirty minute sessions or taking online modules for 2, thirty minutes sessions. But when you specifically identify students as alternative assessment, that means materials that are real world and based on life skills and for this we use Pro Ed to purchase life skill based materials based on the specific students we have and based on the decision of the team as to what instruction will look like for the individual students. Life skills curriculum and materials related to real life application.

Mathematics interventions at Tier 2 will incorporate the following instructional principles:

1. Instructional explicitness
2. Instructional best practice to diminish the challenges in learning
3. A strong basis for procedures that are taught
4. An emphasis on drill and practice
5. Cumulative review as part of drill and practice

Instructional explicitness. Students, who are at risk for serious mathematics deficits, fail to benefit from whole class instruction and whole class instruction fails to help students understand the structure, meaning, and operations of mathematics. Students with a math disability benefit more from explicit instruction. Therefore, effective intervention in Tier 2 requires explicit instruction in which the teacher directly shares the information the child needs to learn. Small group or one to one from a Title I teacher or paraprofessional working under a Title I teacher or classroom teacher, is the method to be used to support student identified as needing Tier 2 instruction.

Instructional best practice to make learning math less challenging. If we can anticipate and eliminate misunderstandings by providing explanations and carefully sequenced and integrated instruction going forward, we reduce the confusion and eliminate the need for constant reteaching. Our goal is to close the achievement gap as quickly as possible. Classrooms with Tier 2 students will have the support of additional Title I personnel in a 'push in model' to engage with small groups or work with students in centers. Because mathematics has so many layers that build upon one another and that are necessary to continue learning, it is necessary to ensure a strong tutoring program is in place that reduces the learning challenges for the student. Focus will be after school, small group (not to exceed 5 students; and/or summer intervention).

Careful instruction that begins by teaching a set of foundational skills the student can apply across the entire program: counting up for number combinations, two-digit calculations, solving algebraic equations, and checking work. These foundational skills can be taught as instructional

targets and then applied across units once word problem instruction begins. This teaches students to recognize problem types that pertain to the kinds of problems found in the general curriculum and in high-stakes tests. Word problems are not seen as random events for students, and should not be taught this way. We want students to recognize problems as familiar; using schemas for problem types that the teacher teaches, and force student to apply a set of solutions or rules he or she has learned in order to solve the problem.

The third principle of effective mathematics intervention is the requirement that instruction provide strong procedures. Drill and practice includes practice in sorting problems into problem types, the mixing of problem types within the daily lesson (once at least two problem types have been introduced), and daily review. Practice in cumulative review activities must provide students with a continual review of the foundational skills taught in the units and must use a mix of problem types within the instruction.

Although mathematics preventative tutoring at the Tier 2 level has received less attention than in reading, we believe that the resources contained in McGraw Hill support Tier 2 students when presented in a Tier 2 setting or when provided by Title teacher or instructional aide who is pushing in during the math segment. In addition, class periods are 90 minutes in length and the school utilizes data from NWEA to develop learning plans for students in specific areas of weakness.

Additional motivators to help students engage students' attention will also be employed to increase student interest in math. Math games and activities will be used to develop skills.

McGraw Hill has numerous math resources, manipulative items and online resources for students to use:

For example:

Each chapter contains RTI reteach materials, games, ebooks and additional examples and methods for solving math problems. Within the student text, students also have reteach materials and examples.

Pacing guides contain the identification of the best suited materials for each Tier. This is updated and edited as new resources are identified as impactful.

Cambridge Education Group Math Resources

1. CPALMS

- a. www.Cpalms.org
- b. This is an online platform that consists of thousands of unit plans, online activities/Labs, videos, games and virtual manipulatives at the teacher's disposal.
- c. Teachers have the ability to look up the resources they need by grade level or by standard
- d. Teachers do not have an individual log-in, but they do have a company log-in in order to access the curriculum maps online (for ELA and Math only at this point) and they can access all other resources without a username and password.
- e. Teachers were taught how to use this resource at the All Ohio PD last August 2015 and it has been referenced at every PD after that.
- f. Instructional coaches refer to this resource when teachers are looking for supplemental activities for their students
- g. Pacing guide is contained in this site to identify specific tiered resources.

2. McGraw Hill Math

- a. Primary resource
- b. Every teacher, who teaches Math (K-8) has their own log-in for McGraw-Hill Math
- c. Teachers should upload their student's onto McGraw-Hill and the students then have the ability to work on interactive lessons online, take assessments online and work on fact fluency skills online
- d. Every lesson in McGraw-Hill is differentiated to provide the teachers with on-grade level, below grade level, above grade level and ESL work for the students.
- e. On the E-assessment portal teachers are given access to premade pre and post-assessments, skill level checks, and on-going assessments for each chapter and unit.
- f. Teachers also have access to interactive manipulatives provided through the online program
- g. Students all have personal copies of the workbooks all, grades, all subjects. 1:1 match.
- h. Set of hardcopy textbooks, depends on classroom enrollment, typically 8-10 hardcopy books.

3. Algebra

- a. Every student and teacher will have online access and a hard copy textbook for individual use.
- b. On the E-assessment portal teachers are given access to premade pre and post-assessments, skill level checks, and on-going assessments for each chapter and unit.
- c. Teachers also have access to interactive manipulatives provided through the online program
- d. Teachers should upload their student's onto McGraw-Hill and the students then have the ability to work on interactive lessons online, take assessments online and work on fact fluency skills online
- e. Every lesson in McGraw-Hill is differentiated to provide the teachers with on-grade level, below grade level, above grade level and ESL work for the students.



4. BrainPop

- a. www.brainpop.com
- b. Every teacher has the ability to create their own accounts and to add students to their accounts to work directly from the computers.
- c. BrainPop provides videos on Mathematical concepts the students can watch and take notes on (the program provides outlined notes and the students have to fill in the information). After the video, the students have the ability to take a quick-check quiz or to play a game that reinforces the concept.
- d. Teachers have access to all scores and can check to see which questions were missed the most to determine how he or she should proceed with the lesson

5. Number Worlds

- a. Engaging, research-proven, teacher-led math intervention program that was built on the state standards.
- b. Math-challenged K-8 identified as Tier 3 with utilize Number World to engage in real world applications.
- c. Number Worlds helps struggling learners in Tiers 2 and 3 achieve math success and helps teacher move students up to grade level by intensively targeting the most important standards as identified by NWEA and other progress monitoring tools and assessments.

Cambridge Education Group Science Resources

1. Mystery Science
 - a. www.MysteryScience.com
 - b. This is an online program designed for grades K-5. Each unit is set up as a mystery that encourages students to embrace the topic and ask questions. Each unit has individual mystery assessments, a final unit assessment, educational videos and 2-3 hands on activities or labs.
 - c. Every teacher has their own accounts
 - d. The mysteries align with Ohio's New learning Science Standards
2. Science Specific Professional Developments
 - a. Grades 5-8 Science teachers had an opportunity to work together to gather resources, labs, and openly discuss science related topics and data with their fellow Science teachers. This PLC was designed to allow the teachers to work with other teachers in the company who have the same Science background that other teachers in their schools may not have.
 - b. The Science teachers also worked with the academic coaches to work on the Science Curriculum Maps.
3. CPALMS
 - a. www.Cpalms.org
 - b. This is an online platform that consists of thousands of unit plans, online activities/Labs, videos, games and virtual manipulatives at the teacher's disposal.
 - c. Teachers have the ability to look up the resources they need by grade level or by standard
 - d. Teachers do not have an individual log-in, but they do have a company log-in in order to access the curriculum maps online (for ELA and Math only at this point) and they can access all other resources without a username and password.
 - e. Teachers were taught how to use this resource all the All Ohio PD last August and it has been referenced at every PD after that.
4. McGraw Hill Reading Wonders
 - a. Leveled Readers and Whole Group stories
 - i. The McGraw Hill stories have built in the elementary science standards. As the teachers read the stories with their students in small groups or as a whole group they are touching upon Science Standards.
 - b. Science/Social Studies Work Station Activity Cards
 - i. The workstation activity cards provide teachers with specific activities students can accomplish in small groups that focus on a Science or Social Studies standard. Each card is also designed to go with the story they read that week to further the science or social studies topic that was discussed in the reading

- c. Every teacher has their own McGraw-Hill account with access to the elementary resources
- 5. McGraw-Hill Study Sync
 - a. Offers Science literature by topic.
 - i. Teachers can narrow their search options in the Study Sync Library to look for specific topics, by theme, subject, grade, and genre.
 - ii. Over a 1,000 stories at the teachers disposal
- 6. McGraw-Hill iScience textbooks (grades 6-8)
 - a. Paper based textbooks for classroom use
 - b. Books also provide teachers with labs, activities and foldables that can correlate with each science topic
 - c. Each teacher has 25 hardcopy books that are broken down by standard and/or unit. The books below share content across grade 6, 7, 8. Pacing guides break down what book is used for each standard and for each grade.
 - d. There are no student online licenses, only a teacher online license along with hard copy.



Earth & Space iScience



Life iScience



Physical iScience

- 7. Grade K-5 Inspire
 - a. Individual paperback copies of the books as well as support materials listed below.
 - b. Students do not have online licenses for science for any grade, only the teacher does. We do not have enough technology to support online eBooks for all subjects.
 - c. Science should be heavy on hands-on learning supported by actual labs that support the standards.
 - d. The books are resources to pull the learning together for the students.

Inspire Science

Student Materials

INSPIRE SCIENCE BE A SCIENTIST NOTEBOOK GRADE K	978-0-07-678219-2	22
INSPIRE SCIENCE BE A SCIENTIST NOTEBOOK GRADE 1	978-0-07-678221-5	13
INSPIRE SCIENCE BE A SCIENTIST NOTEBOOK GRADE 2	978-0-07-678222-2	25
INSPIRE SCIENCE BE A SCIENTIST NOTEBOOK GRADE 3	978-0-07-678225-3	19
INSPIRE SCIENCE BE A SCIENTIST NOTEBOOK GRADE 4	978-0-07-678226-0	22
INSPIRE SCIENCE BE A SCIENTIST NOTEBOOK GRADE 5	978-0-07-678227-7	18

Teacher Materials

INSPIRE SCIENCE TEACHER CENTER 1 YEAR SUBSCRIPTION GRADE K	978-0-02-137588-2	1
INSPIRE SCIENCE TEACHER EDITION GRADE K	978-0-07-678000-6	1
INSPIRE SCIENCE FALL TEACHER GUIDE GRADE 1	978-0-07-678007-5	1
INSPIRE SCIENCE TEACHER EDITION GRADE 1	978-0-07-678001-3	1
INSPIRE SCIENCE FALL TEACHER EDITION/LEARNING CENTER 1 YR SUB BUNDLE GRADE 1	978-0-07-680019-3	1
INSPIRE SCIENCE FALL TEACHER EDITION/LEARNING CENTER 1 YR SUB BUNDLE GRADE 2	978-0-07-680027-8	1
INSPIRE SCIENCE FALL TEACHER GUIDE GRADE 2	978-0-07-678008-2	1
INSPIRE SCIENCE TEACHER EDITION GRADE 2	978-0-07-678002-0	1
INSPIRE SCIENCE FALL TEACHER GUIDE GRADE 3	978-0-07-678009-9	1
INSPIRE SCIENCE TEACHER EDITION GRADE 3	978-0-07-678003-7	1
INSPIRE SCIENCE FALL TEACHER EDITION/LEARNING CENTER 1 YR SUB BUNDLE GRADE 3	978-0-07-680034-6	1
INSPIRE SCIENCE FALL TEACHER GUIDE GRADE 4	978-0-07-678010-5	1
INSPIRE SCIENCE TEACHER EDITION GRADE 4	978-0-07-678004-4	1
INSPIRE SCIENCE FALL TEACHER EDITION/LEARNING CENTER 1 YR SUB BUNDLE GRADE 4	978-0-07-680042-1	1
INSPIRE SCIENCE FALL TEACHER EDITION/LEARNING CENTER 1 YR SUB BUNDLE GRADE 5	978-0-07-680051-3	1
INSPIRE SCIENCE FALL TEACHER GUIDE GRADE 5	978-0-07-678011-2	1
INSPIRE SCIENCE TEACHER EDITION GRADE 5	978-0-07-678005-1	1

Paired Read Aloud, K-2

INSPIRE SCIENCE PAIRED READ ALOUD CLASS SET GRADE K	978-0-02-145674-1	1
INSPIRE SCIENCE PAIRED READ ALOUD CLASS SET GRADE 1	978-0-02-145675-8	1
INSPIRE SCIENCE PAIRED READ ALOUD CLASS SET GRADE 2	978-0-02-145679-6	1

Science Handbook, Grades 3-5

INSPIRE SCIENCE SCIENCE HANDBOOK LEVEL 1 GRADE 3	978-0-07-679235-1	6
INSPIRE SCIENCE SCIENCE HANDBOOK LEVEL 2 GRADE 4-5	978-0-07-679238-2	12

Leveled Readers

INSPIRE SCIENCE LEVELED READER LIBRARY SET 6 EACH OF 48 BOOKS GRADE K	978-0-07-665908-1	1
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8. Reading A-Z
 - a. www.Readinga-z.com
 - b. Reading A-Z has stories by topic. If teachers are working on Animals, space, Oceans, or Rainforest they can look up stories that are associated with those topics.
 - c. Each school has their own Reading A-Z account
9. BrainPop
 - a. www.brainpop.com
 - b. BrainPop is an interactive, online program that all teachers and students have access to. In the program teachers can choose the unit they are working on, “Forces of Nature”, then choose the topic “tornados” and then assign it to students. Teachers have the ability to have the students watch a video, take interactive notes, take a quick quiz or even design a unit map where the students will work through a series of units to gain a complete understanding of the topic.
 - c. Every teacher has the ability to create their own accounts and to add students to their accounts to work directly from the computers.
10. Science Curriculum Maps (grade 5-8)
 - a. Curriculum maps that are written using the science resources for grade 5-8
 - b. Offers additional labs and activities for teacher use, outside of the labs and activities found in the iScience books
 - c. Aligned with the Ohio Science standards
 - d. Available online for all Cambridge employees

Exhibit VII.D.

Assessment Plan

Intended Benchmarking

Evaluation Methods

Assessment Plan

a)

The School will use a variety of assessments to measure and monitor student performance. Details of each assessment, its purpose, design, and format is listed in the table below.

Assessment	Purpose	Design	Format
Kindergarten Readiness Assessment – (KRA)	The Ohio Department of Education (ODE) has developed a new assessment tool, the Kindergarten Readiness Assessment – (KRA) that helps teacher’s measure a child’s school readiness based on the Ohio Early Learning and Development Standards. It has six components: social skills, mathematics, science, social studies, language and literacy, and physical well-being and motor development.	The new KRA was developed to assess a student’s performance in six areas. Previously, the KRA-L only assessed language and literacy. The new measure also includes both teacher prompting and teacher observation during classroom activities.	<p>The KRA utilizes six components that relate to Ohio Early Learning and Development Standards. The types of questions include:</p> <ul style="list-style-type: none"> Selected response <ul style="list-style-type: none"> Performance Tasks Observational items <p>Teachers will use the online reporting tool to access assessment items, record student responses and manage results.</p>
Ohio Diagnostic	The primary purpose	The diagnostic	Kindergarten and

Assessment	Purpose	Design	Format
Assessments (K-3)	of Ohio's diagnostic assessments, which are aligned to Ohio's New Learning Standards, is to provide a tool to check the progress of students toward meeting the standards.	<p>assessments have four components:</p> <ul style="list-style-type: none"> • Short Screening Measure: used to quickly determine whether students are on track to meet end-of-year expectations. • Screening Measure: used to identify students who may be at risk and need early intervention to learn successfully at their grade level. • Diagnostic Measure: used to identify students' strengths and needs for continued success in meeting the standards. • Observation Measure: provides curriculum-embedded assessment strategies to document student progress and intervention needs. 	Grade 1 assessments are largely individually administered with some small-group activities, whereas Grades 2-3 are mostly large-group administrations with some small-group activities.
NWEA-MAP	The purpose of the MAP is to measure student progress toward high academic standards. Tests developed by	<ul style="list-style-type: none"> • Ages / Grades: Kindergarten - Grade 12 • Norms: Scaled Scores, National and Local 	Multiple choice

Assessment	Purpose	Design	Format
	NWEA use a scale called RIT to measure student achievement and growth. RIT stands for Rasch UnIT, which is a measurement scale developed to simplify the interpretation of test scores. The RIT score relates directly to the curriculum scale in each subject area. It is an equal-interval scale, like feet and inches, so scores can be added together to calculate accurate class or school averages.	Percentile Ranks and Stanines, Grade Equivalents,	
Partnership for Assessment of Readiness for College and Careers. (3-8)	The PARCC was developed in order to give teachers, schools, students, and parent's better information whether students are on track in their learning and for success after high school.	Ohio is among 19 states that are working at a consortium, called the Partnership for Assessment of Readiness for College and Careers to develop a common set of assessments in English and mathematics. Test questions are based on Common Core State Standards.	The PARCC is a high quality, computer based assessment in Mathematics and English Language Arts/Literacy.
Teacher developed summative assessments such as quizzes, tests, and classroom-based assessments	To provide a variety of information about students' abilities, progress, and needs	Designed by teachers based on classroom and student needs; and School, class, and student goals	Variety of formats, which may include but is not limited to multiple choice, short answer, essay, etc.
Assessments in the	To provide a variety	Designed by the	Variety of formats

Assessment	Purpose	Design	Format
core content area curriculum resources	of information about students' abilities, progress, and needs	curriculum publisher	
Informal assessments such as running records	Used to inform and improve instruction,	Designed by teachers based on classroom and student needs	Running record
Authentic assessments, such as project work	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 based on classroom and student needs; and School, class, and student goals	Variety of formats
Ohio Test of English Language Acquisition (OTELA)	State and Federal law require an annual assessment of K-12 Limited English Proficient (LEP) students to measure their English language proficiency. The Ohio Test of English Language Acquisition (OTELA) is the assessment used for testing English language proficiency for Ohio LEP students in Grades K-12.	The OTELA is based on the test item banks and scales from the English Language Development Assessment (ELDA), which was used in Ohio Grades 3-12 in 2005, and Grades K-2 in 2006. ELDA is a test product for English language proficiency assessment developed through the Council of Chief State School Officers (CCSSO). Ohio was one member of a multi-state collaborative effort to develop and field test the ELDA. Field tests of ELDA items and forms were conducted in 2004, 2005 and 2006. In 2005, Ohio conducted a statewide census	The OTELA differs from ELDA in that it is comprised of shorter forms (fewer test items) for each tested domain. These shorter OTELA forms address the same English Language Proficiency standards and are of comparable reliability. ODE estimates that the overall test administration time required for the OTELA forms will be less than 40 percent of that required for the full length ELDA test forms.

Assessment	Purpose	Design	Format
		field test of the ELDA in Grades 3-12 and a census field test of grades K-2 in 2006.	
Science ODE/AIR Assessment (5 and 8)	With the introduction of the PARCC, Ohio introduced a new online assessment system to measure student performance in the areas of Biology and Physical Science.	The test is primarily composed of performance based tasks that must be completed in a web based format.	The Science (AIR) assessment has two parts a performance based assessment and end of year assessment. Currently, the AIR has been piloted online.
Social Studies ODE/AIR Assessment (4 and 6)	With the introduction of the PARCC, Ohio introduced a new online assessment system to measure student performance in the areas of American Government and American History.	The test is primarily composed of performance based tasks that must be completed in a web based format.	The Social Studies(AIR) assessment has two parts a performance based assessment and end of year assessment. Currently, the AIR has been piloted online.

(1) Diagnostic Assessments

The School will use two (2) diagnostic assessments: The Ohio Diagnostic Assessments and MAP.

The primary purpose of Ohio's diagnostic assessments, which are aligned with Ohio's academic content standards, is to provide a tool for teachers to check the progress of their students in grades K-3 toward meeting the standards, particularly at grade-level indicators. Diagnostic assessments serve as tools that assess students' strengths and weaknesses to inform instructional decisions.

The state-developed diagnostic assessments are comprised of four (4) components:

- **Short Screening Measure** (Grades K-2 in reading and mathematics only – K-3 writing not available as short screening measure). This measure contains 6-8 questions and will quickly determine if students are on track to meet end-of-year expectations.

- **Screening Measure** (Grades K-2 reading, mathematics and writing; Grade 3 writing only). This measure provides a deeper analysis of key fundamental concepts, links to future growth and development, and contains a subset of the indicators selected for the Diagnostic Measure.
- **Diagnostic Measure** (Grades K-2 reading, mathematics and writing; Grade 3 writing only). This measure contains in-depth analysis of fundamental concepts and skills, is formal in nature, and is divided into multiple parts for flexibility of administration.
- **Observation Measure** – may **not** be used to meet the diagnostic assessment requirement. These measures are embedded in daily instruction, ensure all grade-level indicators from the academic content standards are addressed, and are available only from the ODE website at education.ohio.gov.

The School will use the MAP to establish annual baseline data, identify students' strengths and needs, and compare students' academic progress at this School.

MAP will help educators make data-driven decisions. A range of user-friendly score reports, designed with the input of administrators and teachers across the country, supports teaching, learning, and accountability requirements. The reports include narrative summaries, process and cluster summaries, and graphic displays to clarify the student's performance and guide planning and analysis.

The data collected from the administration and review of the diagnostic assessments will allow teachers to identify the strengths and needs of their students early in the year. Teachers will use this information to identify content, knowledge, and skills for whole class instruction; to identify individuals and groups of students who may need direct, targeted instruction; and to identify specific skills that can be integrated within the project and theme that students need to practice and reinforce as well as skills that will stretch students' abilities and help them make progress. Administrators will be able to obtain critical data to document and monitor the progress of all children and to disaggregate results according to federal mandates. Parents will better understand their child's achievement level and get direction for home involvement.

(2) Formative Evaluations

Teachers will use quizzes, tests, and classroom-based assessments 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. These will be developed by the teachers and aligned to the themes, projects, and inquiries selected to unify the standards and instruction. In addition, the assessments in our core content area curriculum resources, *Reading Wonders* and *GO*

Math, will be used to track and monitor student progress weekly, and determine areas of extension and remediation needed on an individual and group level.

Informal assessments, such as the use of running records, project work, and other teacher created activities will also play a vital role in allowing the teachers to form a comprehensive understanding of student abilities.

(3) Summative Evaluations

The School will use a variety of summative evaluation techniques and instruments including state assessments, such as the Partnership for Assessment of Readiness for College and Careers; and end-of-chapter and end-of-unit tests in Reading, Math, Science, Social Studies, and Writing. Rubrics will be developed and utilized to assess completion and quality of all projects in which students participate. This will assure that the students are meeting the projected goals of the projects based on the OACS.

(4) Kindergarten Readiness Assessment

The school will administer the KRA to all Kindergarten students within the administration window. Prior to administering the test all kindergarten teachers will complete the required training.

The assessment covers six areas: language and literacy, mathematics, science, social studies, physical well-being and motor development, and social foundations which includes social and emotional development and approaches toward learning. Students will be assessed the following ways:

- Observation - Teachers will use a rubric with three description levels for the skill(s) being measured.
- Selected response questions – Teachers have a scripted prompt that could include a story or pictures and a question with answer choices.
- Performance tasks- These require an action or verbal response from the child in response to a scripted prompt, such as producing a rhyming word.

The school will use the information gathered from this assessment to inform instruction and provide academic, functional, and behavior interventions to any student not meeting expectations.

(5) Third Grade Reading Guarantee

The School will put a greater emphasis on reading instruction and intervention in the early grades as required by the Third Grade Reading Guarantee. The School will use two diagnostic assessments to help inform instruction, measure impact and evaluate our performance: The Ohio Diagnostic Assessments and Measure of Academic Progress. These assessments have been selected to provide reliable and valid data to teachers in a timely manner. The primary purpose of Ohio's diagnostic assessments is to provide a tool for teachers to identify skills areas where students are on track and do not need intervention, need intervention, and check the progress of their students toward meeting the standards. The School will use the MAP to establish annual baseline data, identify students' strengths and needs, and compare students' academic progress. The data collected from the administration and review of the diagnostic assessments will allow teachers to identify the strengths and needs of their students early in the year. If the Diagnostic Assessments show that the student is not on track to be reading at grade level by the end of the year, the School will provide parents a written notice detailing a descriptive plan for their student. The School will immediately begin targeted reading intervention and develop a reading improvement and monitoring plan. Credentialed teachers will use this information to identify content, knowledge, and skills for whole class instruction; to identify individuals and groups of students who may need direct, targeted instruction; and to identify specific skills that can be integrated within the project and theme that students need to practice and reinforce as well as skills that will stretch students' abilities and help them make progress.

(6) Ohio Diagnostic Assessments

The school will administer Ohio Diagnostic Assessments in grades K-3. Each assessment will be administered two times per school year. An initial screener will be given early in the school year, and the full measure will be used to assess end of year skills. The math assessment will be administered in first and second grade. Writing is assessed in grades first, second, and third. Reading will be assessed in Kindergarten through 3rd grade.

The purpose of this tool is to check the progress of students towards meeting state standards. By utilizing the diagnostic tools the school will be able to measure individual student performance over the period of the school year. With this data teachers will be able to better plan instruction early in the school year, and make adjustments to instructional methods. For each student who is shown to be not on-track the school will begin an intervention program specific to the student's area of weakness. By supporting low performing students and having greater knowledge of students the school will improve its performance on K-3 Literacy and Math goals.

(7) Partnership for Assessment of Readiness for College and Careers

The school will administer the Partnership for Assessment of Readiness for College and Careers (PARCC) within the required testing windows. School leadership and teaching staff have reviewed the test blue-prints, including the draft assessments. Using the information gathered from the test blue print the school is modifying its current assessments to mirror the performance based assessments found on the PARCC.

The school has completed the technology readiness tool to assess its ability to complete the assessment online. Based on the results of this tool the school has started undertaking steps to increase the wireless capacity of the building and allocate more resources for student devices. The school has reviewed the technology specification sheet to ensure all current devices are compatible with the PARCC.

(8) Student Growth Measures

The school will use the following types of Student Growth Measures Value-Added, an approved vendor assessment (MAP), and Locally Determined Measures (SLO's).

- Value-Added- The school will use Value-Added data in the student growth measure when available.
- Measure of Academic Progress – MAP will be used as an approved vendor assessment if Value-Added data is not available.
- Locally Determined Measures- For subjects where traditional assessments are not an option (such as art or music) the schools has establish 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.

b)

Governing Authority Members play a key role in the school's academic success. Board Members will be provided with building level and grade level academic data to review on a regular basis. They will use this academic data to track the schools progress towards meeting state and sponsor accountability standards. Board Members will also use the academic data to make

informed decisions about school policy decisions, vendors, and other educational service providers that can help increase academic performance school wide.

c)

The school will consistently update parents and students about their academic and achievement progress. Once initial MAP testing has been completed parents will receive a letter outline their child's scores in each area assessed. The letter will include a guide to help parents understand the results as well as strategies they can employ at home to help increase their child's academic performance. Parents will be provided interim reports every 4-5 weeks that provides insight to their child's academic progress. The school will hold parent teacher conferences quarterly where parents, teachers, and administration can review the achievement of each child and work together to find academic resources or support services that will improve the students' performance.

Students will also be made aware of their academic progress through the use of data walls and data binders. Students will work with their teachers to track their academic progress in all areas and have weekly conversations about their growth.

Intended Benchmarking

a)

The School will use MAP in addition to the Ohio Diagnostic Assessments to establish annual baseline data, identify students' strengths and needs, and compare students' academic progress at this School. The MAP assessments will be administered to all students in fall, winter, and spring to show student growth throughout the year and from one year to the next. The MAP assessment will help educators make data-driven decisions. A range of user-friendly score reports, designed with the input of administrators and teachers across the country, supports teaching, learning, and accountability requirements. The reports include narrative summaries, process and cluster summaries, and graphic displays to clarify the student's performance and guide planning and analysis.

School administration will use the MAP and Diagnostic results to make adjustments to staffing, intervention services, schedules, and support services. The School will have valuable data from the initial testing period that can be used to provide the necessary interventions for students who are below grade level. The results of these assessments will be used by teachers to inform instruction throughout the school year. These assessments will also be used to communicate to all school stakeholders, including parents about their child's individual academic growth. Board

members will be provided with monthly state of the school reports and management reports that include MAP, diagnostic assessment results about the schools progress towards meeting its shared accountability plan goals.

Performance Area	Goal	Evaluation Measure	Expected Outcomes
Reading Achievement			
Grades K-1	Grades K-1. Sixty percent (60%) of students in grades K and 1 who meet the ODE Kids That Count criteria will show annual growth over baseline KRA and Diagnostic Measures.	KRA and MAP	<p>*FM: By the third year of the School's operation and thereafter, at least 80% of students will achieve proficient or above in reading.</p> <p>CM: The School will exceed the district and the state averages of comparable students proficient in Reading.</p> <p>G/VAM: The percent of students proficient in reading will improve by five percent (5%) annually until the goal is met.</p>
Grade 2	Sixty percent (60%) of students in grade 2 who meet the ODE Kids That Count criteria will meet at least one (1) year of academic growth as determined by observed mean gains measured by MAP.	MAP	<p>FM: By the third year of the School's operation and thereafter, at least 80% of students will achieve proficient or above in reading.</p> <p>CM: The School will exceed the district and the state averages of comparable students proficient in Reading.</p> <p>G/VAM: The percent of students proficient in reading will improve by five percent (5%) annually until the goal is met.</p>

Performance Area	Goal	Evaluation Measure	Expected Outcomes
Grade 3	<p>Sixty percent (60%) of students in grade 3 who meet the ODE Kids That Count criteria will meet at least one (1) year of academic growth as determined by observed means gains measured by the MAP</p> <p>Seventy-five percent (75%) of students who meet the ODE Kids That Count criteria will attain a proficiency rating either on the Fall or Spring OAA reading.</p>	MAP, PARCC and OAA	<p>FM: By the third year of the School's operation and thereafter, at least 80% of students will achieve proficient or above in reading.</p> <p>CM: The School will exceed the district and the state averages of comparable students proficient in Reading.</p> <p>G/VAM: The percent of students proficient in reading will improve by five percent (5%) annually until the goal is met.</p>
Grades 3-8	<p>Sixty percent (60%) of students in grades 3-8 who meet the ODE Kids That Count criteria will meet at least one (1) year of academic growth as determined by observed means gains measures by MAP OR</p> <p>meet ODE Value-Added measures of one-year growth, OR</p> <p>show greater than 50% probability of passing the PARCC assessment for the next academic year.</p> <p>Seventy-five (75%) of</p>	MAP and PARCC	<p>FM: By the third year of the School's operation and thereafter, at least 80% of students will achieve proficient or above in reading.</p> <p>CM: The School will exceed the district and the state averages of comparable students proficient in Reading.</p> <p>G/VAM: The percent of students proficient in reading will improve by five percent (5%) annually until the goal is met.</p>

Performance Area	Goal	Evaluation Measure	Expected Outcomes
	students who meet the ODE Kids That Count criteria will attain a proficiency rating on the annual PARCC.		
Math Achievement			
Kindergarten	Sixty percent (60%) of students in grade K who meet the ODE Kids That Count criteria show end-of-year "at grade-level" growth as measured by the ODE Diagnostic Measures or through a comparable diagnostic measurement tool.	ODE Diagnostic Measures or through a comparable diagnostic measurement tool	<p>FM: By the third year of the School's operation and thereafter, at least 80% of students will achieve proficient or above in Math.</p> <p>CM: The School will exceed the district and the state averages of comparable students proficient in Math.</p> <p>G/VAM: The percent of students proficient in Math will improve by five percent (5%) annually until the goal is met.</p>
Grade 1	Sixty percent (60%) of students in grade 1 who meet the ODE Kids That Count criteria will show annual improvement over baseline Math Diagnostic Measures so that end-of-year measures indicate that student has met grade level requirements or has shown at least 1-year growth.	Math Diagnostic Measures	<p>FM: By the third year of the School's operation and thereafter, at least 80% of students will achieve proficient or above in Math.</p> <p>CM: The School will exceed the district and the state averages of comparable students proficient in Math.</p> <p>G/VAM: The percent of students proficient in Math will improve by five percent (5%) annually until the goal is met.</p>
Grades 2-3	Sixty percent (60%) of students in grades 2	MAP and OAA	FM: By the third year of the School's operation and

Performance Area	Goal	Evaluation Measure	Expected Outcomes
	<p>and 3 who meet the ODE Kids That Count criteria will meet at least one (1) year of academic growth as determined by observed means gains as measured by MAP.</p> <p>Seventy-five (75%) of Grade 3 students who meet the ODE Kids That Count criteria will attain a proficiency rating on the annual OAA.</p>		<p>thereafter, at least 80% of students will achieve proficient or above in Math.</p> <p>CM: The School will exceed the district and the state averages of comparable students proficient in Math.</p> <p>G/VAM: The percent of students proficient in Math will improve by five percent (5%) annually until the goal is met.</p>
Grades 4-8	<p>Sixty percent (60%) of students in grades 4-8 who meet the ODE Kids That Count criteria will meet at least one (1) year of academic growth as determined by observed means gains as measured by MAP OR</p> <p>meet ODE Value-Added measures of on-year growth, OR</p> <p>show greater than 50% probability of passing the PARCC assessment for the next academic year.</p> <p>Seventy-five (75%) of students who meet the ODE Kids That Count criteria will</p>		<p>FM: By the third year of the School's operation and thereafter, at least 80% of students will achieve proficient or above in Math.</p> <p>CM: The School will exceed the district and the state averages of comparable students proficient in Math.</p> <p>G/VAM: The percent of students proficient in Math will improve by five percent (5%) annually until the goal is met.</p>

Performance Area	Goal	Evaluation Measure	Expected Outcomes
	attain a proficiency rating on the annual OAA.		

- *FM: Fixed Measure – OAA and OGT report card measures
- CM: Comparable Measure – Achievement comparison to local School District or a “like” school
- G/VAM: Growth/Value Added Measure

Goal measures apply to all student subgroups including economic disadvantaged and students with disabilities.

b) Mission Accomplishment

Our School is dedicated to improving the lives of its students by providing authentic learning experiences in a collaborative, nurturing environment that will build a foundation for students’ success in school, at future work, and in life. The school will monitor its progress towards achieving this mission in a variety of methods. By using the Common Core Standards we will provide students with the prerequisite skills needed to be successful. The school will monitor its progress towards meeting academic achievement standards by analyzing student assessment data, specifically the student’s ability to achieve specific academic benchmarks throughout the school year. MAP data, and Ohio Report Card Data will another way the school monitors overall academic success.

Evaluation Methods

a)

It is important that all students continue to make academic growth throughout the school year. The school will track each student utilizing the Rtl process and provide academic interventions to students not making adequate growth. The MAP assessment will be administered three times per school year and will allow the school to determine each student’s academic growth in each area assessed. Value-added data will also be analyzed using the Battelle for Kids, Ohio Student Progress Portal. In addition, the School’s Director will be responsible for regular review and analysis of assessment results at the School, grade, classroom, and sub-group levels.

When analyzing academic growth data the school will look closely at its ability to close academic achievement gaps within specified sub-groups. The school will continually develop its educational programming around sub-groups not making adequate academic growth each school year. Using classroom data (Rtl), MAP assessment data, and Value-Added data the

school will be able to accurately determine the impact specific teachers and methods of instruction are having on student growth.

b)

To improve student learning and achievement the school will use multiple types of assessment *data on a regular basis. Assessment data will be important at the School for identifying the strengths and needs of our students early in the school year and monitoring their individual progress over time as well as the progress of the School towards meeting the Accountability Plan goals.*

The data collected from the administration and review of the diagnostic assessments will allow teachers to identify the strengths and needs of their students early in the year. Teachers will use this information to identify content, knowledge, and skills for whole class instruction; to identify individuals and groups of students who may need direct, targeted instruction; and to identify specific skills that can be integrated within the project and theme that students need to practice and reinforce as well as skills that will stretch students' abilities and help them make progress. Administrators will be able to obtain critical data to document and monitor the progress of all children and to disaggregate results according to federal mandates. Parents will better understand their child's achievement level and get direction for home involvement.

Teacher empowerment is an important component of the School's instructional design. Teachers will be seen as professionals who are the experts. We do not believe that education can be a scripted experience whereby lessons can be prescribed. Teachers need to use assessments and observations to determine student abilities, interests, and prior knowledge and then design appropriate lessons for that particular group of students. These lesson include both classroom and non-classroom based learning activities. During the school year teachers will take students on educational field trips as wrap ups to certain instructional lessons.

Teachers will be grouped together in grade level teams both physically and organizationally. This will allow teachers to work together to analyze test results, plan instruction, and meet the needs of their students. By working together in teams teachers can collaborate and develop new and innovative teaching methods.

The schools instructional framework allows teachers and administration the flexibility to develop their professional craft and grow along with the school. This framework allows the school to provide parents and students an educational program designed around their needs. The school will provide expanded choices in the type of educational opportunities that are available at the school by determining the needs of the students and then developing innovative programs around those needs. The School will ensure that our Sponsor has full access to the student achievement and progress data through SUCCESS and EVAAS.

Exhibit VII.D.

PERFORMANCE MEASURES K-12 Program

OVERVIEW

The Buckeye Community Hope Foundation Performance Frameworks provide our organization a mechanism of stronger accountability for the students and families who choose to attend one of our authorized schools, clear decision making by our Board of Directors regarding our portfolio of schools, and in the longer term, a higher-quality charter school portfolio.

The purpose of the Performance Frameworks are to set targets that Buckeye Community Hope Foundation(BCHF) will use to consider a school for recognition, intervention, renewal, non-renewal, or termination.

We subscribe to NACSA's *Principles & Standards* that state: "A Quality Authorizer implements an accountability system that effectively streamlines federal, state and local...compliance requirements while protecting schools' legally entitled autonomy and minimizing schools' administrative and reporting burdens."

BCHF ultimately maintains discretion in making final decisions to consider a school for recognition, intervention, renewal, non-renewal, or termination. To this end, we strive to authorize high performing charter schools that have an incubation period of (5) years and to protect the innovative and entrepreneurial spirit of the intent behind school choice. We maintain the discretion to utilize additional data collected through our ongoing monitoring; in order to elevate a school in the overall renewal decision based upon the expertise, evaluation, and recommendation(s) by our Education team.

ACADEMIC PERFORMANCE FRAMEWORK: K-12

1. Is the school meeting acceptable standards according to the existing Ohio Local Report Card?

Overall Grade

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	Overall Grade on Local Report Card equals (A)
	2	Meets Standard	Overall Grade on Local Report Card equals (B) or (C)
	1	Does Not Meet Standard	Overall Grade on Local Report Card equals (D)
	0	Falls Far Below Standard	Overall Grade on Local Report Card equals (F)

Gap Closing - Annual Measurable Objectives (AMOs)

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	School met 90-100 % of eligible points on Annual Measurable Objectives
	2	Meets Standard	School met 70-89 % of eligible points on Annual Measurable Objectives
	1	Does Not Meet Standard	School met 50-69% of eligible points on Annual Measurable Objectives
	0	Falls Far Below Standard	School met less than 50% of eligible points on Annual Measurable Objectives

Achievement - Performance Index (Criterion-Referenced Growth-students are making sufficient growth to attain grade level proficiency in (1) academic year.)

Score	Possible Score	Rating	Definition
	6	Exceeds Standard	Performance Index on Local Report Card equals (A)
	4	Meets Standard	Performance Index on Local Report Card equals (B) or (C)
	2	Does Not Meet Standard	Performance Index on Local Report Card equals (D)
	0	Falls Far Below Standard	Performance Index on Local Report Card equals (F)

2. Are students making expected annual academic growth compared to their academic peers?

Progress – Value Added Performance (Norm-Referenced Growth over (3) years of specific sub-groups)

Progress-All Students

Score	Possible Score	Rating	Definition
	6	Exceeds Standard	Value Added Index equals (A)
	4	Meets Standard	Value Added Index equals (B) or (C)
	2	Does Not Meet Standard	Value Added Index equals (D)
	0	Falls Far Below Standard	Value Added Index equals (F)

Progress-Students with Disabilities

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	Value Added Index equals (A)
	2	Meets Standard	Value Added Index equals (B) or (C)
	1	Does Not Meet Standard	Value Added Index equals (D)
	0	Falls Far Below Standard	Value Added Index equals (F)

Progress-Students in the Lowest 20 percent of Achievement Statewide

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	Value Added Index equals (A)
	2	Meets Standard	Value Added Index equals (B) or (C)
	1	Does Not Meet Standard	Value Added Index equals (D)
	0	Falls Far Below Standard	Value Added Index equals (F)

K-3 Literacy Improvement-Helping Students who are reading below grade level

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	K-3 Literacy measure equals (A)
	2	Meets Standard	K-3 Literacy measure equals (B) or (C)
	1	Does Not Meet Standard	K-3 Literacy measure equals (D)
	0	Falls Far Below Standard	K-3 Literacy measure equals (F)

3. Are students in the school progressing better than students in the *Challenged District*?

Comparison of Student Options-Overall Value Added Performance for All Students

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	Most recent Value Added Index equals (A)
	2	Meets Standard	Most recent Value Added Index equals (B) or (C)
	1	Does Not Meet Standard	Most recent Value Added Index equals (D)
	0	Falls Far Below Standard	Most recent Value Added Index equals (F)

4. Are students graduating from high school?

High School Graduation Rates

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	Overall graduation rate equals (A)
	2	Meets Standard	Overall graduation rate equals (B) or (C)
	1	Does Not Meet Standard	Overall graduation rate equals (D)
	0	Falls Far Below Standard	Overall graduation rate equals (F)

5. Is the school meeting mission-specific academic SMART goals? (prepared for success goals, credits earned, student achievements, etc.)

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	School surpassed its mission-specific academic goal(s)
	2	Meets Standard	School met its mission-specific academic goal(s)
	1	Does Not Meet Standard	School did not meet its mission-specific academic goal(s)
	0	Falls Far Below Standard	School fell far below its mission-specific academic goal(s)

Total Points Possible = 36
Weight = 50%

FINANCIAL PERFORMANCE FRAMEWORK

Near-Term Measures

1. Current Ratio: Current Assets divided by Current Liabilities
Source: Audited Balance Sheet

Score	Possible Score	Rating	Definition
	2	Meets Standard	Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive
	1	Does Not Meet Standard	Current Ratio is between 0.9 and 1.0 or equals 1.0 or Current Ratio is between 1.0 and 1.1 and one-year trend is negative
	0	Falls Far Below Standard	Current Ratio is less than or equal to 0.9

2. Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365
Source: Audited Balance Sheet and Income Statement

Score	Possible Score	Rating	Definition
	2	Meets Standard	60 Days Cash or Between 30 and 60 Days Cash and one-year trend is positive
	1	Does Not Meet Standard	Days Cash is between 15-30 days or Days Cash is between 30-60 days and one-year trend is negative
	0	Falls Far Below Standard	Fewer than 15 Days Cash

3. Debt Default: Is the school able to meet its debt obligations or covenants?
Source: Notes to Audited Financial Statement

Score	Possible Score	Rating	Definition
	2	Meets Standard	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments

	1	Does Not Meet Standard	Not applicable
	0	Falls Far Below Standard	School is in default of loan covenant(s) and/or is delinquent with debt service payments

Sustainability Measures

1. Enrollment Variance: Sufficiency of revenues to fund ongoing operations
Source: Projected Enrollment in the approved budget for the year vs. actual enrollment

Score	Possible Score	Rating	Definition
	2	Meets Standard	Enrollment Variance equals or exceeds 95% in the most recent year
	1	Does Not Meet Standard	Enrollment Variance is between 85-95% in the most recent year
	0	Falls Far Below Standard	Enrollment Variance is less than 85% in the most recent year

2. Debt to Asset Ratio: Total Liabilities divided by Total Assets
Source: Audited Balance Sheet

Score	Possible Score	Rating	Definition
	2	Meets Standard	Debt to Asset Ratio is less than 0.9
	1	Does Not Meet Standard	Debt to Asset Ratio is between 0.9 to 1.0
	0	Falls Far Below Standard	Debt to Asset Ratio is greater than 1.0

Total Points Possible = 10
Weight = 25%

ORGANIZATIONAL PERFORMANCE FRAMEWORK

Education Program

This measure does not evaluate the performance of the school. This measure only addresses the program described in the Education Plan of this contract-the school's fidelity to the program and organizationally the school's **faithfulness to the terms of the charter**.

1. Is the school implementing the material terms of the education program as defined in the current charter contract?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school implemented the material terms of the education program in all material aspects and the education program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from BCHF for a charter modification to the material terms.
	0	Does Not Meet Standard	

Education Requirements

1. Is the school complying with applicable education requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to: <ul style="list-style-type: none">• Academic Program Assurances• Instructional days or hours requirements• Graduation requirements• Promotion and Acceleration requirements• Common Core Standards• State assessments• Implementation of mandated programming as a result of state or federal funding
	0	Does Not Meet Standard	

Students with Disabilities

1. Is the school protecting the rights of students with disabilities?

Score	Possible Score	Rating	Definition
	2	Meets Standard	<p>Consistent with the school's status and responsibilities as an LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:</p> <ul style="list-style-type: none"> • Equitable access and opportunity to enroll • Identification and referral • Appropriate development and implementation of IEPs and 504 Plans • Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities • Discipline, including due process protections, manifestation determinations, and behavioral intervention plans • Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans • Appropriate use of all available funding
	1	Meets Standard w/CAP	The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.
	0	Does Not Meet Standard	

English Language Learners (ELL) students

1. Is the school protecting the rights of English Language Learner (ELL) students?

Score	Possible Score	Rating	Definition
	2	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding English Language Learners (ELLs), including but not limited to:</p> <ul style="list-style-type: none">• Equitable access and opportunity to enroll• Required policies related to the service of ELL students• Compliance with native language communication requirements• Proper steps for identification of students in need of ELL services• Appropriate and equitable delivery of services of identified students• Appropriate accommodations on assessments• Exiting of students from ELL services• Ongoing monitoring of exited students
	1	Meets Standard w/CAP	<p>The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.</p>
	0	Does Not Meet Standard	

Financial Reporting and Compliance

1. Is the school meeting financial reporting and compliance requirements?

Score	Possible Score	Rating	Definition
	2	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:</p> <ul style="list-style-type: none">• Complete and on-time submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the

			Authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP) <ul style="list-style-type: none"> • On-time submission and completion of the annual independent audit and corrective action plans, if applicable • All reporting requirements related to the use of public funds
	1	Partially Meets Standard	
	0	Does Not Meet Standard	

Financial Management and Oversight

1. Is the school following Generally Accepted Accounting Principles (GAAP)?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to: <ul style="list-style-type: none"> • An unqualified audit opinion • An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses • An audit that does not include a significant going concern disclosure in the notes or explanatory paragraph within the audit report
	0	Does Not Meet Standard	

Governance Requirements

1. Is the school complying with governance requirements?

Score	Possible Score	Rating	Definition
	2	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to:</p> <ul style="list-style-type: none"> • Board policies, including those related to oversight of an Education Service Provider (ESP), if applicable • Board bylaws • Board Training • Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time. • Code of ethics • Conflicts of Interest • Board composition and/or membership rules • Compensation for attendance at meetings
	1	Partially Meets Standard	
	0	Does Not Meet Standard	

Management Accountability

1. Is the school holding management accountable, if applicable?

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to:</p> <ul style="list-style-type: none"> • Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP • Oversight of management that includes holding it accountable for performance expectations which may or may not be

			agreed to under a written performance agreement
	0	Does Not Meet Standard	

Reporting Requirements

1. Is the school complying with reporting requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the BCHF, ODE, and/or federal authorities, including but not limited to: <ul style="list-style-type: none"> • Accountability tracking • Attendance and enrollment reporting • Compliance and oversight • Additional information requested by BCHF
	0	Does Not Meet Standard	

Students and Employees

1. Is the school protecting the rights of all students?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to: <ul style="list-style-type: none"> • Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment) • The collection and protection of student information • Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition of public schools from engaging in religious instruction

			<ul style="list-style-type: none"> • Conduct of discipline
	0	Does Not Meet Standard	

2. Is the school supporting its attendance goals?

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to attendance goals by, including but not limited to:</p> <ul style="list-style-type: none"> • Reducing truancy • Incentives • Promoting daily student attendance • Promoting student retention • Counseling parents
	0	Does Not Meet Standard	

3. Is the school meeting teacher and other staff credentialing requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to State certification requirements and Federal HQT requirements.</p>
	0	Does Not Meet Standard	

4. Is the school respecting employee rights?

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating the FMLA, ADA, and employment contracts. The school does not interfere with employees' rights to organize</p>

			collectively or otherwise violate staff collective bargaining rights.
	0	Does Not Meet Standard	

5. Is the school completing required background checks?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to background checks of all applicable individuals.
	0	Does Not Meet Standard	

School Environment

1. Is the school complying with facilities and transportation requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to: <ul style="list-style-type: none"> • Americans with Disabilities Act (ADA) • Health and Safety Inspections (Fire, Health, etc.) • Certificate of Occupancy • Liability Insurance Coverage • Student transportation
	0	Does Not Meet Standard	

2. Is the school complying with health and safety requirements?

Score	Possible Score	Rating	Definition
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	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to:</p> <ul style="list-style-type: none"> • Nursing services and dispensing of medication to students (screenings, logs, policies) • Food Service Inspections • Health and Wellness requirements • Other services
	0	Does Not Meet Standard	

3. Is the school handling information appropriately?

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to:</p> <ul style="list-style-type: none"> • Maintaining the security of and providing access to student records under FERPA and other applicable authorities • Accessing documents maintained by the school under the state's Freedom of Information law and other applicable authorities • Transferring of student records • Proper and secure maintenance of testing materials
	0	Does Not Meet Standard	

Additional Obligations

1. Is the school complying with other obligations?

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly</p>

			<p>stated herein, including but not limited to requirements from the following sources:</p> <ul style="list-style-type: none"> • Revisions to State charter law • Intervention requirements by Buckeye Community Hope Foundation • Intervention requirements by the Ohio Department of Education • Requirements by other entities to which the charter school is accountable
	0	Does Not Meet Standard	

Total Points Possible = 22
Weight = 25%

Academic Program Assurances

	ASSURANCE ITEM	EXISTING SCHOOL (Open Prior to 15/16SY)	NEW SCHOOL (1 st Year of Operation 15/16SY)
1.	The School will provide to the Authorizer – by the first day of school for the current school year- evidence of a curriculum map demonstrating coverage of all applicable Common Core and Ohio Standards for all grade levels and program areas served. The School will review and update the map annually.	X	X
2.	The School will provide to the Authorizer evidence of pacing guides that demonstrate coverage of all applicable Common Core and Ohio Standards at all grade levels and program areas serviced. The guides shall designate units and standards to be covered for each grading period.	X	1 st (9) weeks at a minimum.
3.	The School will require its teachers to utilize a standards-based lesson plan, and will designate personnel to monitor and provide feedback to teachers on the quality of the lesson plan. The School will make the review feedback available to the BCHF School Improvement Team upon request.	X	X
4.	The School will utilize a standards-based report card/grade card for reporting pupil progress to parents/guardians at the end of the grading period as stated on the school calendar.	X	X
5.	The School shall implement a curriculum-based assessment system for all grade levels served to monitor pupil progress towards mastery of standards. Assessments shall be administered at least (2) times per year and analyzed for progress trends. The School will make the analysis available to the Authorizer upon request. ¹	X	X
6.	The School shall administer a nationally-recognized norm referenced test at least (2) times per year and shall analyze results to monitor achievement trends. ¹	X	X

7.	The School shall implement a K-3 assessment system to monitor progress toward mastery of standards and to meet the requirements of the Third-grade Reading Guarantee. ¹	X	X
8.	The School shall publish an annual schedule of professional development for the teachers based upon pupil and teacher needs.	X	Draft for 1 st year of operation.
9.	The School shall implement the Ohio Improvement Process (OIP) upon notification by the Ohio Department of Education.	X	N/A
10.	The School shall hold Community School Leadership Team (CSLT) (or RTI, if applicable) meetings at least (1) time per month.	X	X
11.	The School shall hold Building Based Team (BBT) meetings at least (1) per quarter.	X	X
12.	The School shall have available to staff and students-adequate quantities of research based instructional programs, materials, and resources.	X	X
13.	The School shall provide to the Authorizer prior to the first day of instruction-the specific (by name/publisher) Tier I reading, mathematics, writing/language arts, science, and social studies programs, textbooks, and other resources that are being provided.	X	X
14.	The School shall provide to the Authorizer prior to the first day of instruction-the specific (by name/publisher) Tier II textbooks, software programs, or major resource collections specifically for learners showing difficulty mastering standards in reading and math.	X	X
15.	The School shall designate a data manager ² to track student progress, intervention assignments, and intervention assessments.	X	X

16.	The School shall provide to the Authorizer prior to the first day of instruction-the specific school wide behavior support system and classroom management system, including the training schedule for staff in relation to these systems.	X	X
17.	The School shall provide to the Authorizer prior to the first day of instruction-the crisis intervention strategies for serious behavior disruptions -- including seclusion and restraint tracking & reporting -- and identify the designated personnel trained in implementing these strategies.	X	X
Additional Recommended Practices			
1.	The School will review all textbooks, software systems, and major instructional resource collections at least once every five years.	X	X
2.	The School will develop a parent engagement plan and review/update annually.	X	X

Mavreen Businger

Print Name – School Leader or Operator Representative

[Signature]

Signature – School Leader or Operator Representative

4/14/15
Date

JAMES M. GEORGE

Print Name – Board President or Designee

[Signature]

Signature – Board President or Designee

6/30/15
Date

1. The assessments used by the School to meet Assurance 5-7 may be the same assessment tool if it meets all the benchmarking and norming period requirements of Assurance 5-7.
2. The data manager designee does not have to be a separate staff position and can be included in the duties of the Special Education Coordinator.

Exhibit IX.

Closing Procedures-as prescribed by the Ohio
Department of Education

Community Schools Guidance Letter #2010-4

Effective Date: July 1, 2010

Updated: December, 2014

Community School Closing Procedures

Objective

To provide procedures for use by a community school's governing authority, as overseen by its sponsor/authorizer, to ensure the orderly and complete wind-up of a community school's operations when a school closes.

Statutory Requirement

Ohio Revised Code Section 3314.015 Oversight of authorizers.

Division (E) The department shall adopt procedures for use by a community school governing authority or authorizer when the school permanently closes and ceases operation, which shall include at least procedures for data reporting to the department, handling of student records, distribution of assets in accordance with section 3314.074 of the Ohio Revised Code (ORC), and other matters related to ceasing operation of the school.

Policy

Authorizers must provide and execute a plan for an orderly winding-up of a community school's affairs when a community school is closing its doors. A school is officially closed when instruction is no longer taking place and the governing authority or authorizer issues an official notice which states the date of the school's closure. The authorizer and a representative of the governing board are required to complete and sign the *Closing Assurance Form* attached to this guidance letter. The role of the authorizer in this process is to assure that the community school's governing authority has taken all reasonable and required actions to fully address closing issues and/or to take those actions itself if the governing authority is no longer able or functioning. Inasmuch as a plan for school closure is a required part of the school's contract with the authorizer, final preparations as part of that plan should be in place prior to the last day students are in attendance.

Guidance

This guidance provides a *Closing Assurance Form* required to be submitted by the authorizer of each closed community school. By completing this assurance, authorizers attest that proper notifications have occurred, required data have been submitted (or a plan is in place if data must be submitted after the close of the school), records have been properly distributed, assets have been properly disposed with dates recorded as indicated, a final student enrollment (FTE) review has been conducted, and the final state audit will be scheduled within 30 days of the closure. Preferably, the FTE review

will be completed within 7 business days of the closing, if possible, or within 7 business days of the Area Coordinator's notification of the school's closing by the department. Completing the FTE review before the original student records have been sent to the district(s) of residence is desirable. The authorizer should be aware of the school's actions to accomplish both the FTE review and scheduling of the final audit, so that if the school has not made these arrangements in a timely fashion, the authorizer make these contacts so that this timeline can be met.

There are five sections that comprise the community school authorizer Assurance to ODE Form. These sections, *Initial Notifications*, *Student Records and School Records*; *Disposition of Assets*; and *Payments to Creditors*; *Preparation of Itemized Financials*, are to be completed as soon as practicable after the closure of the school. In the event that refunds are generated at a later date, the Authorizer shall follow the instructions in the *Preparation of Itemized Financials* section and complete the *Final Payments and Adjustments* section.

If conditions delay timely submission of a completed Closing Assurance, the authorizer shall submit the Closing Assurance, noting any item which is incomplete, and make arrangements with the Office of Community Schools to send in an updated Closing Assurances at a later, expected date.

Records

Authorizers are required to see that all school records that are needed by the Ohio Department of Education, Ohio Auditor of State, U. S. Department of Education, and other interested entities are secured and available for completing the school's closing. Records generally describe an account in permanent form, preserving knowledge or information about facts, transactions, or events maintained and kept for the proper administration of the school, and include student, staff, and administrative/financial information. Please note the following categories and types of records should not be considered as the entire list of documents which might be examined during a closing procedure. Other records may be requested during an FTE review or final audit.

Student records include but are not limited to: documents normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; two (2) SOES reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.

Staff records include but are not limited to: employment agreement or contract; salary and benefits information; attendance and leave information; employee licenses; LPDC status and record of continuing education; and other such information that may be maintained in an employee record folder.

Administrative/financial records include but are not limited to: lease or rental agreement; deed if property is owned; inventories of furniture and equipment, including purchase price, source of funds for payment, date purchased, and property tag number; bank and financial reports, including all financial statements created by the fiscal officer; bank statements and checks; schedule of unpaid debt detailing amount, vendor and date of obligation; invoices, receipts, vouchers, and purchase orders that detail expenditures, grant records, including detail of federal and state grant awards and final expenditure reports, contracts; and other such information that may be maintained to serve as the administrative/financial records for the school.

Record Retention for all school records (student, personnel, fiscal, etc.) shall be secured by the authorizer prior to closing and shall be maintained until such time as detailed under records retention requirements. In the case of student records, see in particular the procedures detailed in Initial Notifications, Student Records and School Records on the Assurance Form. All records should be retained based on the following federal and state requirements:

Record retention is governed by the record retention requirements of the governing entity's record retention requirements. The DAS site for records retention schedules can be found [here](#). The federal records retention schedules can be found [here](#).

All such records are to be secured by the authorizer prior to closing and shall be maintained until such time as detailed under records retention requirements. In the case of student records, see in particular the procedures detailed in Initial Notifications, Student Records and School Records on the Closing Assurance Form.

Additional Resource

The National Association of Charter School Authorizers has a helpful document describing closure assurances which can be found [here](#).

Submit the Closing Assurance Form by uploading it into your named authorizer folder in the document exchange, accessed through your SAFE account, Collaboration Center
Office of Community Schools
Ohio Department of Education
25 South Front St., Mail Stop 307
Columbus, Ohio 43215-4183
(614) 466-7058 (Fax) (614) 466-8506



Closing Assurance Form

School Name: _____

Authorizer Name _____

To the extent that the school governing authority and/or the school's fiscal officer is unable or unwilling to execute its responsibilities in effecting an orderly closure of the school, the authorizer shall assume part or all of such tasks to the full extent possible.

Initial Notifications, Student Records and School Records	
Completion Date	Action
	1. Notify the Office of Community Schools that the school is closing; within 24 hours of the action, send in the community school's board resolution or official authorizer notice, including the date of closing. A school is closed for instruction when instruction is no longer taking place. A school may have a later official closing date if closing actions such as filing final expenditure reports or submitting EMIS data necessitate the school maintaining a status of Inactive in OEDSR so that it can complete these or similar actions. If a school's closing occurs as a result of continued poor academic performance (ORC Section <u>3314.35</u> or <u>3314.351</u>) often referred to as "closed by operation of law", there is no expectation that the authorizer will send in a notice, unless the school is closing prior to the end of the school year. In that instance, it is expected that the authorizer will notify the Office of Community Schools within 24 hours of the decision to close sooner than the end of the academic year.
	2. Provide a clear written timeline of the closing process.
	3. Notify parents that the school is closing through a formal letter from the school Governing Authority and the authorizer superintendent or CEO within 24 hours of the action. The letter to include but not limited to: the reason for the closing of the school, options for enrolling in another community school, traditional schools or nonpublic schools and contact information.
	4. Provide each parent with the location that their child's records are being delivered.

	5. Provide authorizer contact information to all parents.
	6. Provide each parent with the location that their child's records are being delivered.
	7. Notify the teachers and staff that the school is closing.
	8. Ensure that STRS and SERS contributions are current.
	9. Clarify COBRA benefits and when medical benefits ends. In the case in which the staff and faculty are employees of a management company, ensure that all employees have a contact person at the management company who will assist them through the transition.
	10. Remind the faculty of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed up to the day of closing.
	11. Ensure that each faculty member's LPDC information is current and available to the teachers.
	12. Provide authorizer contact information to all staff.
	13. Notify the Ohio State Teachers Retirement System and School Employees Retirement System.
	14. Notify the Area Coordinator's office to schedule the student enrollment/FTE review. Preferably, the FTE review should be completed within 7 business days of the closing, if possible, or within 7 business days of the Area Coordinator's notification of the school's closing by the department.
	15. Take control of and secure all school records, property and assets immediately when the school closes, to the extent possible. In the case in which the building's landlord seizes the facility and its contents, or when a governing authority reneges on its obligations or other unforeseen circumstances, legal action may be necessary. The authorizer should share any such circumstances with the Office of Community Schools as quickly as possible.

	Note: The DAS site for records retention schedules can be found here . The federal records retention schedules can be found here .
	16. Put student records in order and produce transcript materials immediately. The expectation is that records would be organized by grade level and district of residence, with the student's name and SSID clearly displayed.
	17. If the school has graduated students, compile a list of the names and dates of all graduates and retain that list.
	18. Have copies of each list ready for the resident district receiving the records and the authorizer.
	19. Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.
	20. Prepare a list of all students (name and SSID), and the resident district to which the student's records are to be delivered.
	21. Have copies of each list ready for the resident district receiving the records and the authorizer.
	22. Make copies of all students' records and retain the copies for use by the Auditor of State.
	23. Deliver the original student records to each student's district of residence within seven business days of the school's closure.[ORC Section 3314.44]
	<p>24. Upon delivery, provide a list of the records given to the district representative, and obtain the name and signature of the individual receiving the records and the date.</p> <p>Note: Special education records shall be provided directly to each receiving school or school district's special education administrators for all students with disabilities.</p>

	25. Provide the authorizer with an updated list indicating delivery information.
	26. Notify the Auditor of State of the school's closing and schedule a final audit.

Please note: The numbering does not indicate a specific sequence of steps; it is intended for ease of reference.

Disposition of Assets
<p>If the governing authority does not retain a treasurer to oversee the remaining financial activity, the authorizer may act as or appoint a receiver to oversee the closing of the financial records in the absence of a fiscal officer.</p>
<p>Keep assets separated by source of funding, state or federal, for purposes of disposition.</p> <p>Federal dollars cannot be used to pay state liabilities. Account for all school property throughout the closing process by distinguishing state from federal dollars.</p> <p>For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at \$5,000 or greater.</p> <p>For assets purchased with Federal funds that have a value of less than \$5,000 and all assets purchased with state funds, follow the school's disposition plan and track the disposition for each asset.</p>
<p>Note: Technology equipment received as part of the Erate program is federal property and cannot be sold as part of the school's assets. Specific guidance on donating the equipment can be found here.</p>
<p>Note: If a community school closes and ceases to operate as a community school and the school has received computer hardware or software from the former Ohio SchoolNet commission or the former eTech Ohio commission, such hardware or software shall be turned over to the department of education, which shall redistribute the hardware and software, to the extent such redistribution is possible, to school districts in conformance with the provisions of the programs as they were operated and administered by the former eTech Ohio commission.</p>

Completion Date	Action for assets purchased with either state or federal funds
	<p>27. Review the financial records of the school.</p> <p>28. Establish check off list of assets including all inventory with proper USAS codes, state codes, the price of each item and identify the source of funds; in the case of donated items follow the accounting guidance.</p> <p>29. Establish the fair market (initial and amortized) value following generally accepted business rules and in a transparent manner. The Uniform Commercial Code offers guidelines for liquidating assets in a commercially reasonable manner for all state purchased assets and federally purchased assets that have a value of less than \$5,000 (ORC 1309.627).</p> <p>Note: Essentially, the price should be at the current price in any recognized market at the time of disposition or otherwise consistent with reasonable practices among dealers in the type of property subject to disposition. The school's governing authority's capital assets policy should also be followed.</p> <p>If an asset has \$0 market value and the school is planning to dispose of the asset at a public auction, the school should still place a minimal value on the item.</p>
	30. Identify staff that will have legal authority for payment processes (e.g. checks, cash, credit cards, etc.).
	31. Establish disposition plan for any remaining items.
	32. Notify Office of Community Schools, then public media (print media, radio) of the date, time and location of any property disposition auction.
	33. Provide board resolutions and minutes of any assets transferred at no cost to another school.
	34. Identify any State Facilities Commission guarantees.

	35. Prepare documentation for disposition of the school's fixed assets.
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Completion Date	In Addition, for Assets purchased with Federal funds
	<p>36. For all federal program purchases that have a value of \$5,000 or greater, follow steps number 26 through 30 and 32 and EDGAR liquidation procedures in <u>34 CFR 80.32</u>.</p> <p>Note: Unless otherwise <i>described</i> below for the Public Charter School Program and the National School Lunch Program, all items purchased with federal funds may be sold at auction. However, for any item with a value of \$5,000 or higher, the item must be labelled on the disposition of assets record as having been purchased with federal dollars along with the purchaser information (name of school or organization and contact).</p>
	<p>37. <u>Public Charter School Program</u>.</p> <ol style="list-style-type: none"> PCSP assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets. After the above steps have been taken, any remaining assets may be offered to any public school district with documented board resolutions by the community school and the accepting district. Provide OCS with a written report of the property, and if available, a bill of sale.
	<p>38. <u>National School Lunch Program</u>.</p> <p>Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition (OCN). Contact OCN prior to proceeding with any liquidation of Equipment.</p>
	In Addition, for Assets purchased with State funds
	<p>39. In addition to establishing a fair market value, track sale of items and have supporting board resolutions for donation of items to another community or other public school or non-profit entity.</p>

	40. Consistent with ORC Section <u>3314.051</u> , offer real property acquired from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner.
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Payments to Creditors	
<p>The authorizer should consult with its legal counsel prior to implementing this section to determine if there are any outstanding federal or state claims that may need to be paid first including but not limited to federal and state taxes, Medicare, Workers Compensation, and city wage taxes. If applicable, provide documentation of any Workers Compensation claims.</p> <p>Note: The authorizer is obligated to retain the school's financial records and should follow the relevant state and federal records retention schedules. The DAS site for records retention schedules can be found here. The federal records retention schedules can be found here.</p>	
<p>With two exceptions, noted below, utilize only state dollars, auction proceeds, foundation dollars and any other non-federal dollars to pay creditors in the following order:</p>	
Completion Date	Action
	41. Retirement funds of employees of the school, such as 401 (K)'s.
	42. STRS/SERS/retirement systems and other adjustments - see <u>ORC 3314.074</u> .
	<p>43. Teachers and staff</p> <p>Exception: Federal dollars can be used to pay the teacher costs and STRS/SERS/retirement costs for any employees who were paid from federal funds when the school was open.</p>
	<p>44. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials);</p> <p>Exception: Audit preparation costs can be paid from federal funds under certain conditions. Contact the Office of Grants Management for</p>

	specific guidance before applying any costs against federal funds to support audit costs. Please refer to <u>Auditor of State Bulletin 2009-011</u> .
	45. Any remaining funds shall be paid to the department of education for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under ORC section <u>3313.64</u> or <u>3313.65</u> . The amount distributed to each school district shall be proportional to the district's share of the total enrollment in the community school.
	If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance section <u>3314.074</u> and <u>Chapter 1702</u> of the ORC.

Preparation of Itemized Financials & Documents for FTE Review	
Completion Date	Action
	Review and prepare the following itemized financials:
	46. Year-end financial statements, notes to the financial statements and if applicable schedule of federal awards.
	47. A cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date).
	48. List of investments in paper hard copy format.
	49. List of all payables and indicate when a check to pay the liability clears the bank.
	50. List of all unused checks (collect and void all unused checks).
	51. List of any petty cash.

	52. List of bank accounts, closing the accounts once all transactions are cleared.
	53. List of all payroll reports including taxes, retirement or adjustments on employee contract,
	54. List of all accounts receivable.
	55. List of assets and their disposition.
	56. FTE review complete and submit a copy of the Certification Form signed at the FTE review.

Final Payments and Adjustments	
Completion Date	Action
	<p>The authorizer shall continually monitor the condition of the closed school and be prepared to receive or transmit funds on behalf of the school as directed by an appropriate agency. Receipt of funds can happen more than a year after a school's closure, and the authorizer is obliged to serve as the recipient of such funds and adjustments.</p> <p>If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance with Section 3313.074 and Chapter 1702 of the ORC.</p>
	57. Receive any funds or adjustments credited to the account of the closed school.
	58. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; payables (any money owed to another).
	59. Send all or the remaining portion to the Ohio Department of Education, Office of Budget and School Funding, for final disposition.

The authorizer and school governing authority representative identified below certify that all steps listed above were completed, unless otherwise noted.

School: _____

Governing Authority Representative _____ Date: _____

Authorizer: _____

Authorizer Representative: _____ Date: _____

The School's governing authority and the authorizer execute the Closing Assurance Form and maintain it with copies sent to the Office of Community Schools. Submit the Closing Assurance Form by uploading it into your named authorizer folder in the document exchange, accessed through your SAFE account, Collaboration Center.