Proposal Document for Schools with an Educational Service Provider

Office of Charter Schools

REQUEST FOR PROPOSAL

For

Success BLC of South Bend

Opening in the 2019-2020 School Year

This Request for Proposals for Ball State University was developed in collaboration with the National Association of Charter School Authorizers (NACSA).

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Table of Contents	
Topic	**Page #**
PROPOSAL COVER SHEET & ENROLLMENT PROJECTION	3
PROPOSAL NARRATIVE	7
School Overview	7
Section 1: Curriculum and Instructional Methods	19
Curriculum and Instructional Methods	19
Education Program	19
Program Overview	19
Curriculum and Instructional Design	21
Pupil Performance Standards	26
School Calendar and Schedule	36
Supplemental Programming	38
Special Populations and At-Risk Students	39
Admission Policy and Criteria	45
Student Discipline	45
Parent & Community Involvement	46
Educational Program Capacity	49
Section 2. Operations Plan & Capacity	52
Network Vision, Growth Plan, & Capacity	52
Network Management	56
Governance	59
School Management Contracts	68
Human Capital	71
School Staff Structure	73
Staffing Plans, Hiring, Management, and Evaluation	73
Professional Development	77
Performance Management	79
Facilities	85
Operations Capacity	87
Section 3. Budget and Financial Plan	90

Financial Plan	**90**
Section 4. Portfolio Review/Performance Record	**96**
Attachment 1 - Leadership Resumes	**103**
Attachment 2- Curriculum Scope and Sequence - Edgenuity	**110**
Attachment 3 - 12th Grade Exit Standards	**155**
Attachment 4 - School Calendar and Sample Schedules	**182**
Attachment 5 - Admission Policy	**184**
Attachment 6 - Student/Parent Handbook w Discipline Guidelines/Policy	**187**
Attachment 7 - Promotional Material and Community Support Letters:	**217**
Attachment 8 - Regional Director: (traditionally known as principal)	**235**
Attachment 9 - Other Leadership Positions	**238**
Attachment 10 - Annual Reports	**260**
Attachment 11 - Organizational Charts	**270**
Attachment 12 - Legal Documents for the Non-profit School Entity	**273**
Attachment 14 - Board Members Forms and Conflict of Interest Documents	**314**
Attachment 15 - Conflict of Interest and Board Code of Ethics	**328**
Attachment 16 A - School Management Agreement	**332**
Attachment 16B - School Term Sheet	**349**
Attachment 16C - Legal Document for ESP	**353**
Attachment 17 - Employee Handbook	**385**
Attachment 18 -Leader and Teacher Evaluation Tools	**414**
Attachment 19 - Potential Site Under Investigation	**428**
Attachment 20 -Replication Information for Building in South Bend and Letter of Financial Support	**431**
Attachment 21 - Start Up Checklist	**435**
Attachment 22 - Insurance Estimate	**451**
Attachment 23 - Worksheet A & B & C	**453**
Attachment 24 - Budget Narrative	**464**
Attachment 25: School Portfolios:	**468**
Attachment 26: N/A **Attachment 27: N/A**	
Attachment 28: Audited Financials	**481**
Attachment 29 - N/A	
Attachment 30 - Emergency and Safety Plan	**482**
Attachment 31 - Sample ESP Evaluation	**505**

PROPOSAL COVER SHEET & ENROLLMENT PROJECTION

Primary Contact. Identify the **primary point of contact** for your team. This individual will serve as the contact for all communications, scheduling, and notices regarding your application. The Primary Contact should be the user of the team's CSAPPHIRE account to ensure that your team receives all general communications promptly.

Note: As with all aspects of your application, names and contact information of the Primary Contact will become public information.

Primary contact person: Travis Gostinger

Mailing address: PO Box 611674 Port Huron, Michigan 48061

Phone: (day) 810-841-0681 **(evening)** 810-841-0681

Email address: gostingert@fromthesummit.com Fax**:**

Primary contact for facilities planning: Robert Giordano

Phone Number: 518-852-6413 **e-mail**: giordano2mass@gmail.com

Name of team or entity applying: Success BLC of South Bend

Names, roles, and current employment of all persons on applicant team (*you may add lines as needed)*:

Full Name	Current Job Title and Employer	Position with Proposed School
Dallas Bell	Co-founder of Success Virtual Learning Centers and Success Learning Management, LLC	COO of Educational Service Provider
Doug McNeil	Legal Counsel (Saunders, Winter, McNeil Law Firm), co-founder Success Learning Management, LLC	Legal Counsel
Anita Bell	Co-founder of Success Learning Management, LLC	Director of Marketing
Robert Giordano	Co-founder of Success Learning Management, LLC	Charter School Finance and Development
Travis Gostinger	Summit Management Consulting, LLC, co-founder Success Learning Management, LLC	CEO of Educational Service Provider

Heather Willey	Legal Counsel Barnes & Thornburg LLP	Legal Counsel for Educational Service Provider
Brook Drooger	Educator, Application Writer	
Frank Sebastian	Director of Administration and Human Resources, Success Virtual Learning of Michigan	Director of Administration and Human Resources
Annie Darrow	Founder of Schools Account Solutions, LLC., Former New Jersey Public School comptroller and business administrator	Grant Writer
David Schmidt	Founder and President, Vality LLC	Charter Schools Consultant
Carly McNeil	Legal Counsel (Saunders, Winter, McNeil Law Firm)	Board Policy Specialist
Laura Bartel	Special Education Director, Success Virtual Learning of Michigan	Special Education Consultant
Shelby Reno	Bradley Company X Ventures Real Estate Agent	Real Estate, Demographics and Acquisition Specialists
Steve Millman	Public School Construction Management and Financing	Public school Construction Advisor; Construction Management and Regulatory Matters
Jenna Schmidt	Pupil Accounting and Enrollment Success Virtual Learning of Michigan	Pupil Accounting Consultant
Beth Chandler	Application Consultant	
Kristen Crawford	Community Engagement Specialists, Success Learning Management, LLC	Community Engagement

***Does this applicant team have charter school applications under consideration by any other authorizer(s) in the United States?** ☐Yes XX☐No

If yes, complete the table below, adding lines as needed.

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

Will an application for the same charter school be submitted to another authorizer in the near future?

☐Yes XX☐No

If yes, identify the authorizer(s): N/A

Planned submission date(s): N/A

Please list the number of previous submissions for request to authorizer of this charter school over the past five years, as required under IC § 20-24-3-4. Include the following information:

Authorizer(s): N/A

Submission date(s): N/A

Provide the name and desired opening year for each school included in this proposal *(adding lines as needed).*

Proposed School Name	Opening Year	City or Geographic Community	Opening Grades	Grade Levels at Full Enrollment
Success BLC of South Bend	**2019**	**South Bend**	**9-12**	**9-12**

Model or Focus of Proposed Schools (*e.g.*, Arts, College Prep, Dual Language, etc.), if any:
We are seeking to offer a charter in South Bend, Indiana because the greater South Bend area has a demonstrated, urgent need for high-quality education options for high school students, and is steeped in education innovation and exploration. The South Bend community displays an ongoing desire to provide improved alternative education options for the economic and cultural hub of Northern Indiana. We choose to seek a charter because our unique, blended-learning educational model serves students who have not found success within the traditional public-school system. The academic rankings of South Bend area schools clearly indicate a population of students we can help. We see this as simply a hard truth in most districts, and we would offer a different and innovative model that has been proven to reach the most at-risk and underserved. Our students focus on one subject at a time, supported by learning coaches who provide the needed social and emotional support to get our out-of-the-box learners to where they need to be. The Success model has been highly effective throughout nearby Michigan with the same student populations, we are confident that our center will add great value to the students in South Bend area once approved and launched.

***Does the school expect to contract or partner with an Education Service Provider (ESP; *i.e.* Charter Management Organization or Education Management Organization) or other organization for school management/operation?**
XX☐Yes ☐No
If yes, identify the ESP or other partner organization:
Success Learning Management, LLC: Success BLC will contract with Success Learning Management, LLC. for day-to day operations of the school including but not limited to financial, pupil accounting, human resources, and facilities operations.
Additional contractual relationships yet to be identified are:

- Legal Counsel
- Insurance

- Telephone/Internet
- Janitorial Services
- Special Education Ancillary Services
- Lease of equipment such as computers, printers/furniture/office equipment essential to the function of the school

Proposed Principal / Head of School Information (for all school(s) proposed to open in 2013; add additional lines as needed) if known:
Name of proposed Principal Candidate: TBD

Name of School: Success Blended Learning Centers (BLC) of South Bend Charter School

Current employment: N/A

Daytime phone: N/A Cell phone: N/A

Email: N/A

School Enrollment Projection
Provide the following information for **each school** included in this proposal. Specify the planned year of opening for each *(duplicating the table as needed.)*

Planned year of opening: Fall of 2019

Enrollment by Site – 3 Year Projection

	Year 1	Year 2	Year 3
BLC Site 1	100	150	200
BLC Site 2	100	150	200
BLC Site 3	-	100	150
BLC Site 4	-	100	150
BLC Site 5	-	-	100
Total Enrollment	**200**	**500**	**800**

Enrollment by Grade – 5 Year Projection

GRADE	Year 1 2019	Year 2 2020	Year 3 2021	Year 4 2022	Year 5 2023
9th	40	110	180	215	225
10th	50	120	185	215	225
11th	50	130	215	260	275
12th	60	140	220	260	275
Total	**200**	**500**	**800**	**950**	**1000**

PROPOSAL NARRATIVE

Please respond to the following questions, limiting your narrative response to all sections to 75 pages total, excluding attachments.

School Overview

The School Overview should provide a concise overview of the targeted community(ies) and your community engagement to date; the school design being proposed for replication; the replication or network growth plan; and the applicant's performance record and capacity to execute the plan successfully. The School Overview should address the following:

Mission and Vision for Growth in Indiana. State the mission and vision of the proposed school(s) and network as a whole. Provide an overview of the organization's[1] strategic vision and five-year growth plan for developing new schools in Indiana including years of opening; number and types of schools (grade levels); and projected numbers of students. Briefly describe the targeted city(ies) or community(ies) and explain how each school would meet identified needs in its respective community.

Success BLC of South Bend

Vision:
We Inspire Hope! By reigniting our students' hope for a brighter future and providing a positive learning environment with professionals who support each student's educational goals, we meet each student's individual learning styles to maximize opportunities for success.

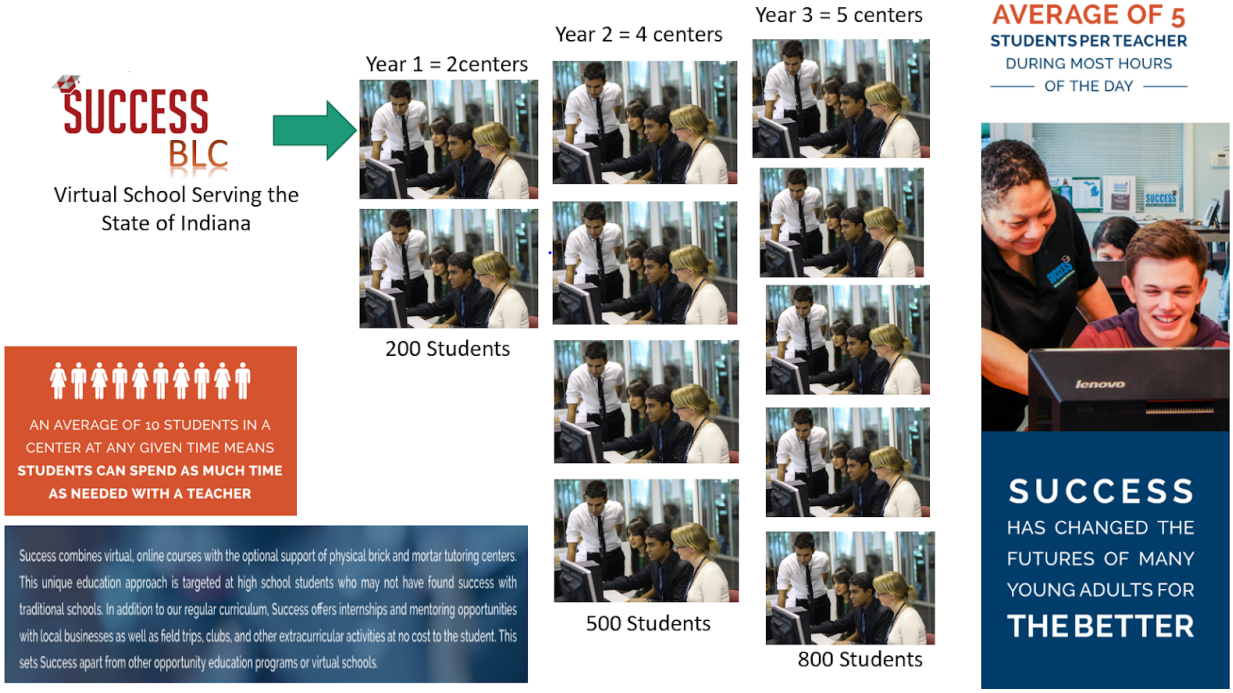
Mission:
Success BLC provides a safe and positive learning environment which offers an individualized learning platform for each student while providing work and study opportunities relevant to each student's future success.

Our Motto is as follows:

- We provide a safe and positive place for your success
- We build a plan just for you
- We listen-your story matters
- We grow to serve our communities

[1] Note: The term "organization" as used throughout this RFP applies to any applicant or partnership among groups applying to replicate a school model. Thus, it may include an existing school or group of schools proposing to replicate; an existing school network or education service provider (ESP) applying directly for a charter; a governing board proposing to contract with an education service provider (ESP); or other entities and arrangements. *In the case of an applicant proposing to contract or partner with a service provider, applicants should provide requested information for both entities if applicable.*

The below table shows our 5-year growth plan. In addition, it denotes some of the key elements of our centers that are essential to student achievement, and social and emotional well-being.



Success BLC seeks to open a blended school in the state of Indiana and use the "Success" model (described in more detail in subsequent questions). Success BLC proposes to operate as one school with multiple centers for students to utilize as a safe and positive learning environment. The centers will grow in number to 5 over a 3 year period with a growth plan of approximately 1,000 students by the end of year 5. However, we know that as a program develops, accommodations may need to be made to ensure all students have access to these centers. If there is not a center in a needed location, our mindset is we build one. The center concept is essential to the learning of our students. While we will provide more than 50% of our curriculum in a virtual setting, the model really resembles a blended program: a model where students have access to not only teachers, but mentors and Relationship Managers (RM), along with other resources as needed on an individual basis.

The following schools are located in the South Bend School District:

School Ranking and Free/Reduced Lunch Status of Area Schools		
School	**Rank**	**%Free and Reduced Lunch Status**
Brown Intermediate Center	1029/1033	85.90%
Coquillard Primary Center	1022/1033	83%
Darden Primary Center	855/1033	75%
Hamilton Traditional School	670/1033	75.50%
Harrison Primary Center	1027/1033	87.30%
Hay Primary Center	930/1033	80.10%
Lincoln Primary Center	1013/1033	85.30%
Madison Primary Center	1004/1033	87.90%
McKinley Primary Center	100/1033	86%
Monroe Primary Center	1002/1022	84.90%
Muessel Primary Center	1020/1033	81.90%
Nuner Primary Center	954/1033	87.50%
Perley Fine Arts Academy	974/1033	85.40%
Swanson Primary Center	949/1033	72.50%
Tarkington Traditional Center	326/1033	46%
Veritas Academy	864/1033	85.30%
Wilson Primary Center	857/1033	87.60%
Xavier School of Excellence	332/1033	88.00%
Tarkington Traditional Center	326/1033	46.00%
Veritas Academy	326/1033	46.00%
Warren Primary Center	857/1033	87.60%
Xavier School of Excellence	322/1033	88.00%
Jackson Intermediate Center	445/472	78.30%
Dickenson Fine Arts Academy	446/472	82.40%
Edison Intermediate Center	455/472	82.10%
Greene Intermediate Center	458/472	81.10%
Navarre Intermediate Center	459/472	92.00%
Career Academy Middle School	No Rank	60.70%
Adams High School a	226/385	56.60%
Riley High School	292/385	66.80%
Clay High School c	299/385	66.70%
Washington High School	378/385	77.90%
Career Academy High School	No Rank	61.40%
Excel Center - South Bend	No Rank	75.60%
Juvenile Justice Center	No Rank	71.10%
Rise Up Academy of Eggleston	No Rank	73.10%

(Source:https://www.schooldigger.com/)

Socioeconomic status is directly linked to student outcomes. Research reported in a recent article revealed that "poverty directly affects academic achievement due to the lack of resources available for student success. Low achievement is closely correlated to lack of resources, and numerous studies have documented the correlation between low socioeconomic status and low achievement."

(Source: http://www.academicjournals.org/journal/ERR/article-abstract/31F3BFB6129)

Success BLC further recognizes that it is not only the lack of resources but the lack of access to them, that leaves many students facing obstacles to creating a bright future through education. There is a significant population of underserved students who need the hope and quality education that Success BLC affords them.

Success BLC recognized the correlation between at-risk and economic/minority status and has built and evolved a model proven to increase achievement for these students. Where students like these are struggling, Success BLC is committed to equipping them with the tools they need to break the pattern of failure and to chart a course to a bright future. Our commitment to inspire hope and ensure achievement in our students is key to the effectiveness of our program.

Anticipated Population and Educational Need. Describe the anticipated student population, including geographic preferences (if applicable); students' anticipated educational needs; and non-academic challenges the school is likely to encounter. Describe the rationale for selecting the location and student body. Identify any enrollment priorities on which the program is based consistent with applicable restrictions on enrollment eligibility and selection.

Success BLC's student population will likely be comprised of students with the following academic needs, life needs, and demographics:

- Lower socioeconomic status
- Minority population
- Students at-risk of dropping out and those who have already dropped out of school
- Special education students

In addition to the above anticipated population, Success BLC also serves students who:

- are parents and need to care for their children
- experience or have a past history of anxiety, emotional trauma, and other medical conditions
- need to work in order to provide for their families
- need to watch siblings in order for their parents to work
- home schooled and in need of additional choices and college dual enrollment

These students are currently being educated in the local districts in the South Bend area. Often by their own admission, traditional schools often struggle to accommodate the unique needs of these students and afford them the education they uniquely deserve. Many of the schools' student population end up in alternative programs or are simply tolerated in the brick and mortar school. Those who yearn to be seen, to be served, to be supported, to be inspired, those who are the square peg being squeezed into a round hole every school day, will find in our innovative model the opportunity they so desperately deserve. Success BLC will present them the flexibility they need, offer them the intense one-on-one support from Relationship Managers (RM) and teachers (proven to make a tremendous difference), and offer them a mode of learning that fits their strengths, needs, and schedules. Since many of these students are at-risk of failure (something that might define them for a lifetime), our model can give them the acceptance, support, and hope they need to defy the inevitability of "being" a failure for life.

From our research of South Bend student populations and performance and considerable experience in Michigan, Success BLC believes the need for programs and support accessible to at-risk students is unmet in the South Bend

area. We understand there are many reasons that students look for other learning options, and further realize that no one educational model can serve all students effectively. By offering a program that is inherently different in focus, feel, pedagogy, and format from a traditional brick and mortar model, we respond to the clear reality that all children learn differently. Our model involves forming working relationships with local districts to identify those students who will benefit from an alternative method of learning and instruction. In addition to working with local districts and ISD's, Success BLC will develop collaborative relationships with local organizations serving area youth to open new doors and reveal new possibilities for each student we serve. Success BLC will fill that unmet need of quality, differentiated, alternative education for students who do not necessarily fit the "traditional" profile.

To further understand the need in the area, Success BLC researched recent statics on graduation rates for virtual and hybrids school in Indiana. Results show the need for quality virtual options in the South Bend area are also unmet. Indiana Virtual School, one of Indiana's largest virtual schools graduated only 2 % of their students in 2018. The most favorable graduation rates of Hoosier Academy Indianapolis and Indiana Connections Academy, while important to note, are options that would not provide a center atmosphere (a key component of our model) in close proximity to the students of the greater South Bend Area.

School	2017 graduation rate	2016 graduation rate
Indiana Virtual School	6.50%	5.7%
Hoosier Academy Indianapolis	68.42%	53.3%
Insight School of Indiana	17.21%	—
Hoosier Academy Virtual	23.32%	22.7%
Indiana Connections Academy	49.48%	43.9%

(Source:https://www.chalkbeat.org/posts/in/2018/01/12/indiana-virtual-school-has-the-lowest-graduation-rate-of-any-public-school-in-the-state/)

Educational Plan/School Design. Provide an overview of the education program proposed for replication. Briefly explain the research base and performance record that demonstrate the school model will be successful in improving academic achievement for the targeted student population.

Success BLC is a non-traditional, blended educational program serving students who may have fallen through the cracks and come to us as previously unsuccessful high school learners. Success BLC focuses on students who have dropped out or are at-risk for not completing high school, and who still have the desire to continue their educational journey, including earning a high school diploma. Our school's philosophy is to educate using a "whole person," blended learning and support model, empowering students to not only meet state educational requirements, but to receive the preparation and develop the Grit (i.e. perseverance and passion for long-term goals as defined by noted expert Angela Duckworth)[2] necessary to be successful in their adult lives.

In recognition of the challenge of virtual learning for a student who has been "classroom" educated for a decade or more, Success BLC integrates two pivotal concepts that make the program successful: a person to count on and a safe place in which to learn. Our highly-trained, compassionate and involved staff create relationships with our students that serve as a foundation for staying on a new and positive path. Our welcoming, clean and state-of-the-art centers provide an arena for academic success and a haven for the social/emotional support often lacking in our students'

[2] Angela Duckworth, University of Pennsylvania, TED Talk, April 2.013.

lives. At Success BLC, our students develop confidence in themselves and in the reliability of caring adults who will stand by their sides along their journeys and who are committed to their success. We will be the option that removes obstacles and levels the playing field for these students and, as has happened in all of our other centers in Michigan, we will become the long overdue "way out" for increasing numbers of students each succeeding year.

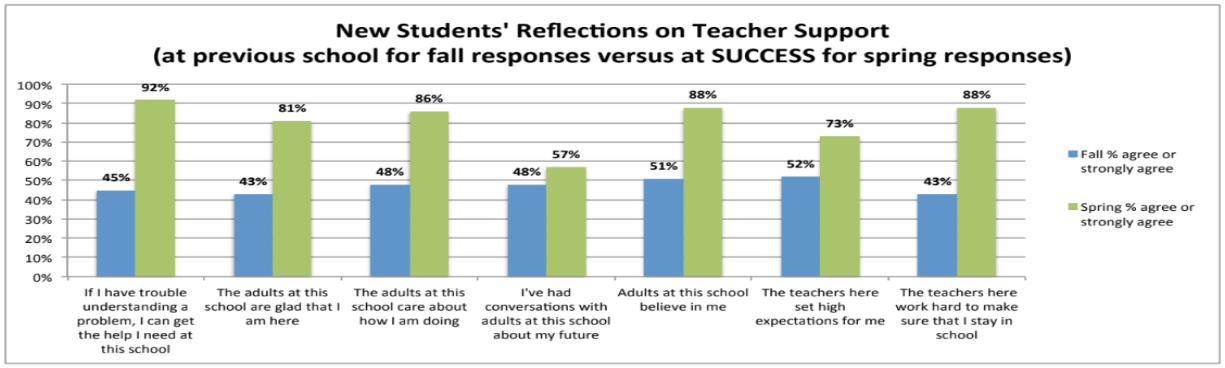
In addition to the two pivotal concepts above, Success BLC focuses on the following key elements to ensure student success at our school and in their life-long endeavours:

Blended Learning Environments:

Success BLC combines virtual courses with the support of physical brick and mortar learning centers. Each student is given their own laptop and a mobile hotspot to do coursework at any time, in any place. This makes the program flexible and gives students the ability to work around busy, sometimes unconventional, schedules and lives. Students can learn at their own pace as they balance school with employment or adult obligations which traditional high school programs are just unable to accommodate.

Highly-Trained Staff:

The staff members at Success BLC are carefully selected and trained. We ensure all teachers and relationship managers have the mindset of a counselor and a heart for helping our youth. When students visit one of our centers they walk into an environment where creating and nurturing positive relationships and providing support are just as important as facilitating learning. Our organization's academic results over the last 6 years prove that creating these relationships is the key to our students' success.



(*Source: Blazevski, Juliane; Hypothesi Applied Research and Evaluation, Success Virtual Learning Centers; 2017*)

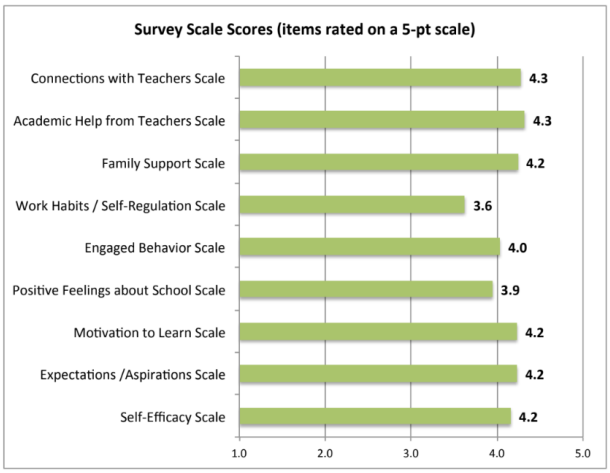
Community Engagement:
In addition to our academic curriculum, Success BLC integrates into the community we serve to ensure positive student connections to outside organizations. By combining practical learning options with internships and mentoring opportunities with local business partners, community organizations, and leaders, our students gain hope and life skills for a successful future. We also broaden our students' worlds with no-cost field trips, clubs, and other extracurricular activities. These opportunities give our students, who may have felt stigmatized by their past educational struggles and even failures, the ability to thrive. In most places, like Northern Indiana, there are no high-quality, proven options for this student population. Success BLC strives to give our students a real, achievable and supportive choice, opening doors to futures they may have never imagined. These community partnerships are essential.

Daily Job Skills Development:
Success BLC offers daily job skills classes supported by professionals in the local community. We work closely with area business leaders to design program components that both focus on the needs and interests of our students and support the needs of area industry. Our students learn real-word skills in trades such as electrical, health-care, or automotive and our practical partnership helps ensure our students have post-secondary employability and relevant professional connections.

Mastery Learning:
At Success BLC, student learning and measurement is competency-based to ensure each student's mastery of skills. This is easily measured through coursework completion, assessments, and progress monitoring by highly-trained staff. Each student who attends Success BLC is held accountable for his or her educational progress, but more importantly, Success BLC ensures students have the right support system in place for their growth and success. Success Learning Management, LLC's (proposed ESP) outcomes with sequential mastery-based learning has proven its effectiveness with their at-risk students achieving an average 836 SAT score (See **portfolio section** for more information on SAT scores) in the most recent standardized test cycle. Because of this, Success BLC is committed to implementation of this concept.

World-Class Facilities:
Success BLC respects and models the inherent dignity and value of our students by providing world-class facilities with one-on-one teachers, personal computers, and internet access. With these resources, students are able to learn at their own pace while receiving necessary tools and support in a welcoming, non-judgmental, inclusive learning environment. These centers are built in locations convenient to the students we serve.

Below you will find areas of proven strategies which have helped to shape Success BLC's model and pedagogy. Success Learning Management, LLC (proposed ESP) has a proven track record of building capacity for success with non-traditional students. Success BLC has built its model around these core fundamental beliefs.



(*Source: Blazevski, Juliane; Hypothesi Applied Research and Evaluation, Success Virtual Learning Centers; 2017*)

Community Engagement. Describe your approach to community engagement when opening a school. Describe any outreach you have conducted – and the relationships you have established – to engage students, parents, and the community for the school(s) proposed in this application. If possible, provide evidence of support among parents, students, teachers, or any combination thereof. Describe the plan for future community engagement including any community meetings, parent/teacher/student input, surveys of prospective stakeholders, etc. you plan to conduct.

Community engagement is key to Success BLC's effective school implementation. Success BLC depends on relationships with local businesses, organizations and parents to build a program for students that sets them up for success both essential.

Our schools view community engagement as a special process tailored in thoughtful ways toward each new community, in this case South Bend. One size fits all community engagement, in our view, does not work when developing trust between our new community, our students and our school. Because of this belief, we engage in a 360° approach aimed at providing easy access to information for our students and parents in diverse ways. Listed below are some of the many techniques utilized to accomplish our engagement:

- Informational letters to businesses and organizations showcasing our program and its proven results
- In-person visits
- Telephone
- Social media (our specialty)
- Virtual meetings and webinars
- Testimonial videos
- Site open houses and informational meetings

Our team spent a considerable amount of time getting to know the South Bend area and the unmet need in the community. Connection made to date include:

Contact	**Outcome**
Kristen Kinder, OEM Account Manager • Acme Electric Division of Hubbell Electric Former Spanish Teacher	Ms. Kinder will serve on the governing board as President.
Dr. Dennis Engbrecht Professor of History Bethel College	Dr. Engbrecht wholeheartedly supports the mission and vision of Success BLC. Dr. Engbrecht was invited to participate on the governing board, however, could not commit at this time. He would like to revisit the topic one year from now when other commitments are fulfilled. Dr. Engbrecht has provided a letter of support (found in **attachment 7**).
Kristen Cassidy Boys and Girls Club of St Joseph	Ms. Cassidy is encouraged by our program and what it could mean to the greater community. Ms. Cassidy has provided a letter of support (found in **attachment 7**) and has agreed to hold a seat on the governing board.
Harold Swanagan Notre Dame, Director of Men's Basketball Operations	Mr. Swanagan will serve on the governing board as Vice-President.
Mayor Pete Buttigieg	Several conversations with the Mayor's office staff. His administrative staff is working on scheduling a call or in-person meeting. Date: TBD
Jena Mae Smoroske South Bend, Indiana Area Real Estate Bradley Company	Ms. Smoroske is supportive of our program and is contributing to our building search in the South Bend area.
Johanna Gregory	Ms. Gregory will serve on the governing board as secretary/treasurer.

Our plan for future community engagement includes, but is not limited to:

- Participation in the local Chamber and Rotary
- Ribbon Cutting Ceremony - Community event to showcase facility, engage with staff, and learn about the program and how it will benefit the community
- New student surveys taken by all new students
- End-of-year surveys taken by all students
- Free Summer School offered to all high school students with approval from their school of enrollment
- Continued outreach to businesses to understand employability skills needed in the area and to develop internship opportunities
- Relationship building with organizations that can provide mentoring and life skills development
- Outreach to tradition schools for partnership opportunities
- Please also see **question #4 of parent and community involvement.** Here you will find a list of additional people and organizations that have been or will be contacted.

Success BLC is committed to student success and integral to fulfilling that commitment is a focus on parental involvement. Success BLC understands that in any virtual program, parental involvement is not only a contributing factor to a student's forward momentum, but essential for continued success. Because it is such a fundamental necessity, Success BLC provides each student with a relationship manager who functions much like a learning coach. This is uniquely different from the model in many virtual schools that consider the parent the learning coach but do not provide a well-trained relationship manager. Success BLC believes both are highly necessary and integral to a student's progress. This special partnership between relationship manager and parent provides a dynamic team working collaboratively for the success of each student.

Leadership and Governance. For any school intending to open for the 2019-2020 school year, identify the school's proposed leadership team and governing board. (Add lines to this table as needed.)

Full Name	Current Job Title and Employer	Position with Proposed School/School Name
Dallas Bell	Co-founder of Success Virtual Learning Centers and Success Learning Management, LLC	COO of Educational Service Provider
Travis Gostinger	Summit Management Consulting, LLC, co-founder Success Learning Management, LLC	CEO of Educational Service Provider
Kristen Kinder	OEM Account Manager • Acme Electric Division of Hubbell Electric	Board President
Harold Swanagan	Notre Dame Director of Men's Basketball Operations	Board Vice President
Johanna Gregory	Spanish Teacher, Penn High School	Board Secretary
Kristen Cassidy	Boys and Girls Club of St. Joseph	Board Member
TBD		Regional Center Director
TBD		Center Directors (2)

Provide, as **Attachment 1**, full resumes (including contact information) and professional biographies for the individuals named. Johanna Gregory and Kristen Cassidy's information is forthcoming.

Age and Grade Range of Students to be Enrolled.

Complete the following table for each school to open in 2019-2020. You may duplicate the table as needed. Remove any rows for grades the school will not serve as needed in each table. Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan illustrated.

Enrollment by Site – 3 Year Projection

	Year 1	Year 2	Year 3
BLC Site 1	100	150	200
BLC Site 2	100	150	200
BLC Site 3	-	100	150
BLC Site 4	-	100	150
BLC Site 5	-	-	100
Total Enrollment	**200**	**500**	**800**

Enrollment by Grade – 5 Year Projection

GRADE	Year 1	Year 2	Year 3	Year 4	Year 5
	2019	2020	2021	2022	2023
9th	40	110	180	215	225
10th	50	120	185	215	225
11th	50	130	215	260	275
12th	60	140	220	260	275
Total	**200**	**500**	**800**	**950**	**1000**

Success BLC will serve high school students ages 14 through 21 in grades nine through twelve. In year one, the school will have 200 students. Year two, the students will advance and we will add two Blended Learning Centers (BLC). We project an increase of 250 students with an estimated total enrollment of 500 students in year two. The student advancement trend will continue and in the third year we will add the final Blended Learning Center. Students will advance each succeeding year with total enrollment of 1000 students expected in year five. The minimum enrollment at each site is 60 students. The maximum enrollment at each site is 200 students.

Success BLC has developed a model with a defined number of students and grade levels because it is a model that has been successful in our Michigan schools. We serve at-risk, high need students, and our goal is to establish a community in which each child is known personally. With an average of just 10 students in a center at any given time, students can spend as much time as needed with a teacher. When students visit a learning center they walk into an environment where building relationship and providing support is just as important as learning. These students need support not only in the academic whelm but also in the social and emotion arena. Success BLC's goal is to provide a trusting adult(s) who continually holds the students accountable for their academic goals, provides the support services needed and nurtures the students to understand they are capable, able students who can and will succeed in our program. That hope for a brighter future is essential for these students. With the above formula of students, Success BLC can accomplish this. We believe student numbers above this hinder that personal relationship these students crave.

Success BLC choses to serve grade 9-12 because it represents our core competency and experience. Success BLC knows and understands how this group of students learn, and have developed a program specifically designed to meet their needs. Our passion is inspiring these young men and women to believe in themselves;we do this by implementing our high-quality, proven program with defined grade levels and number of students to accomplish our mission and vision.

Section 1: Curriculum and Instructional Methods

Education Program

Describe the design and plan for each school for which you are applying, responding to all of the questions in the subsections below. If you are applying for multiple schools designed around the same model, simply state so.

Success BLC blended learning centers will all follow the same model as described above in the **Educational Plan and School Design** section and in subsequent sections below.

Program Overview

Summarize the education program, including primary instructional methods and assessment strategies, and any non-negotiable elements of the school model(s). Briefly describe the evidence that promises success for this program with the anticipated student population.

As stated above, Success BLC is a non-traditional educational program serving students who may have fallen behind and come to us as previously unsuccessful high school learners. Success BLC focuses on students who have dropped out or are at-risk for not completing high school, and who still have the desire to continue their educational journey, including earning a high school diploma. Our school's philosophy is to educate using a "whole person," blended learning and support model, empowering students to not only meet state educational requirements, but to receive the preparation and develop the GRIT necessary to be successful in their adult lives. As described in more detail above (**Educational Plan/School Design question),** all of Success BLC of South Bend's centers/programs will follow the same design, mission/vision, and philosophical beliefs.

Success BLC focuses on the below key elements to ensure student success, as well as, the two pivotal concepts that make the program successful: a person to count on and a safe place in which to learn.

Success BLC is committed to implementing statewide assessments as outlined in Section 37 of Public Law 192-2018 amended Ind. Code § 20-32-5.1-7(d).

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
8TH GRADE	ISTEP+ 8	ILEARN 8	ILEARN 8	ILEARN 8	ILEARN 8	ILEARN 8
9TH GRADE	Not Assessed	Not Assessed	Not Assessed	Not Assessed	Not Assessed	Not Assessed
10TH GRADE	ISTEP+ 10	ISTEP+ 10	ISTEP+ 10	Not Assessed	Not Assessed	Not Assessed
11TH GRADE	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)	College Entrance Exam	College Entrance Exam
12TH GRADE	ECA (retest)	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)	College Entrance Exam (retest if pathway)

(Source: https://www.doe.in.gov/sites/default/files/assessment/hs-assessment-transition-memo-sboe.PDF)

Success BLC continually evaluates and improves teaching and learning through additional student assessment and diagnostics. To accomplish this, student performance is evaluated throughout the school year in several ways that are consistent with current educational best practices.

These assessments are not only invaluable in placing students in correctly-leveled courses, but also help teachers to individualize and differentiate instruction accordingly. These assessments were specifically chosen as an effective way to determine levels, monitor progress, and provide intervention. Because Success BLC's model is based on mastery of skills, teachers can pinpoint areas of weakness or acumen and can assign appropriate intervention lessons and/or advanced placement options.

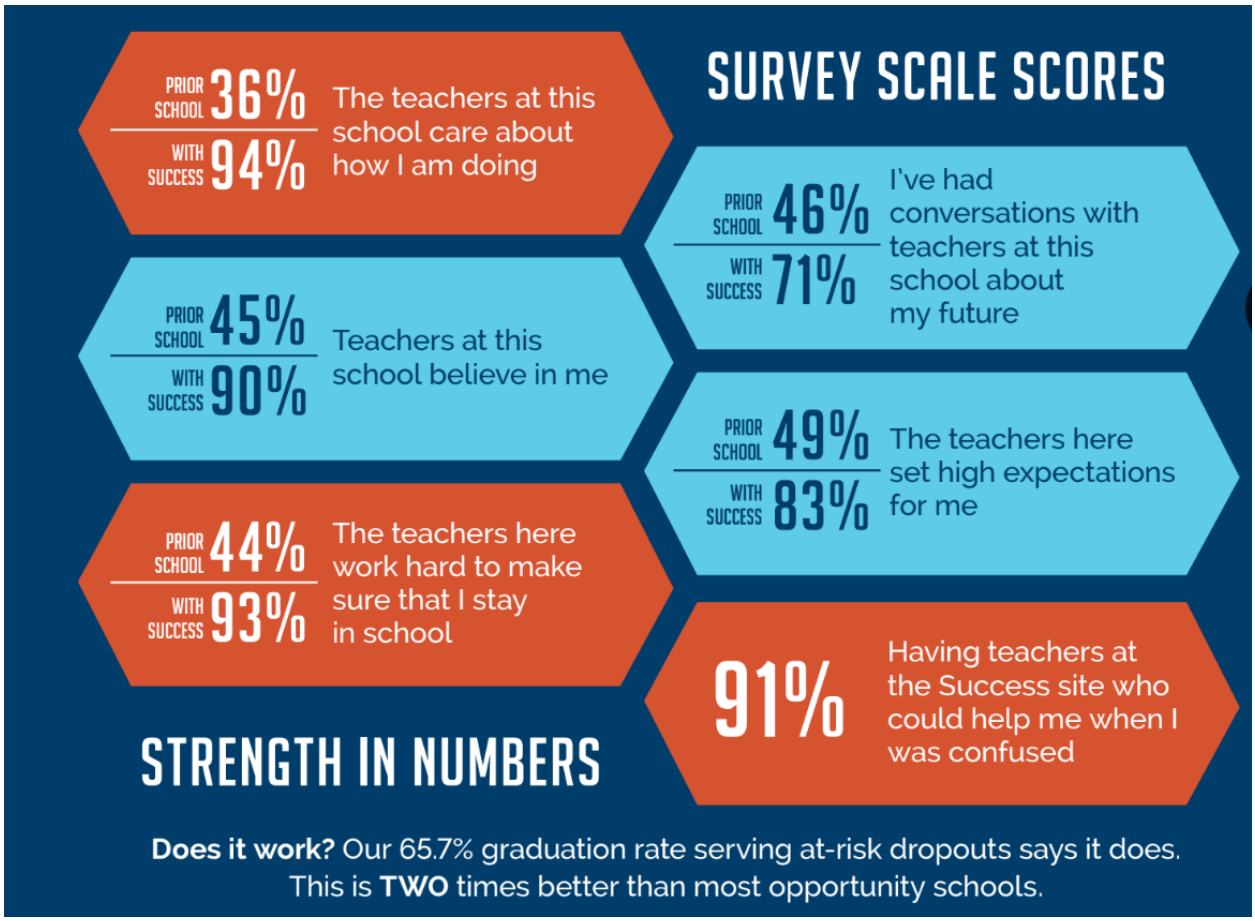
Assessment Calendar

Assessment	Grades	Fall	Winter	Spring
Baseline Diagnostic Assessment in Math (determine areas of strength and weakness)	9,10,11,12	X		X (Determine Growth)
Baseline Diagnostic Assessment in ELA (determine areas of strength and weakness)	9,10,11,12	X		X (Determine Growth)
NWEA Maps Test (Math/ELA)	9,10,11,12	X		X (Determine Growth)
I-Step+ (see table above)				
ACT WorkKeys	11			X
Formative and Summative content-specific assessment built into every lesson and unit to guide and tailor the pace of progress for each child	9,10,11,12	Ongoing		
Special Education and IEP specific assessments including the Alternative Access Summative Assessment	9,10,11,12	Ongoing		
WIDA Within 30 days of enrollment/scored locally	9,10,11,12			
Access Summative Assessment	9,10,11,12		Jan/Feb	

In the **Intervention section** of this application, we also explain the tracking of pace throughout a course and how this unique ability helps to establish goals, interventions and accountability measures.

Success BLC is committed to student success so much so that we have an outside organization evaluate our program and its effectiveness annually. Hypothesi Applied Research and Evaluation captures our current program strengths and growth opportunities. The continual use of data to evaluate our program is essential.

Below is a snapshot of some of the results of the study. Entire reports can be found at:
2014-2015 Hypothesi Report
2015-2016 Hypothesi Report
2016-2017 Hypothesi Report



(Source: https://www.successvlc.com/)

Curriculum and Instructional Design

Propose a framework for instructional design that both reflects the needs of the anticipated population and ensures all students will meet or exceed the expectations of the Indiana Academic Standards (described in IC § 20-31-3) and the Common Core State Standards (available at: http://www.doe.in.gov/achievement/curriculum/resources-implementing-common-core-state-standards).

1. Describe the basic learning environment (e.g., classroom-based, independent study), including class size and structure for all divisions (elementary, middle, high school) to be served.

Success BLC's main instructional delivery approach and learning environment will be the use of virtual content in order to allow students the flexibility to balance the importance of school and graduation with the complexity of their lives. This flexibility allows student's daily schedule to be individualized as outlined in their Educational Learning Plan.

We believe the availability of the physical space of the center, staffed with high-quality, well-trained personnel who create a positive, inviting environment for our students to pursue their studies, seek educational support and engage with other students is critical to our students' success. There is not a daily schedule standardized for all students; however, with daily access to the center and 24/7 access to content curriculum and lessons, we allow our students' day to extend beyond the traditional 8 am to 3pm schedule. The minimum enrollment at each site is 60 students. The maximum enrollment at each site is 200 students. However, the number of students in the center at any given time varies among centers. The average number of students per center is 10 concurrently. The number of students per teacher in any given center is around 5 at any point in the day.

(Source: https://www.successvlc.com/why/)

Each student is required to log in to their classes and perform academic work on every official school day. Every teacher and administrator creates a weekly schedule that includes time to meet with students and/or parents, provide individual academic assistance to students, offer group instruction, plan lessons, and evaluate student data to offer appropriate support or interventions.

The following are the four essential components to our center learning community:

(source:https://www.successvlc.com/)

2. Provide an overview of the planned curriculum, including, as **Attachment 2**, a sample course scope and sequence for one subject for each division the operator would serve. Identify course outcomes and demonstrate alignment with the Indiana Academic Standards and Common Core State Standards.

Success BLC is committed to alignment of the materials supplied by its proposed content provider to Indiana state standards. This will ensure our students have the essential skills and power standards to be successful in meeting graduation requirements, achieving success on state testing, and experiencing future success in job employability. We will utilize Indiana Department of Education common core standards to ensure our curriculum, curriculum resources and state standards are in alignment with one another. Our curriculum also aligns with our philosophy of whole-child, individualized education and our sequential mastery-based learning instruction.

In using the guidelines set forth by the state of Indiana, Success BLC has aligned standards with several vendors and has determined Edgenuity would provide the best provider through which to provide quality curriculum resources to our students. Please see **Attachment 2** for curriculum alignment.

3. Summarize curricular choices, by subject, and the rationale for each. Include examples of how these choices align with the mission of the operator, and discuss evidence that these curricula will improve academic results with the anticipated student population. Discuss any substantial variations from the curricula in your established schools and the rationale for those variations.

Edgenuity was chosen as the curriculum provider because of their courses' alignments with Indiana curriculum standards along with its unique ability to align to the mission/vision of our school's population of non-traditional students. Their content and approach offer three basic components which we have researched and believe to be essential to our student population: ① an instructional model grounded in research for educating at-risk youth, ② rigorous standards-based content, and ③ supports and scaffolds to ensure student success.

Edgenuity, the curriculum resource, provides engaging content with direct-instruction videos from experts, lessons with virtual teachers, and interactive tools to motivate students. It also provides a multi-tiered system of support for all of our subjects and all of our grades. Success BLC has identified the essential skills needed for success and, with the help of Edgenuity, is able to serve students who are not mastering skills and individualized intervention strategies to meet that student's needs and holes in knowledge. This is an essential element as most students come to Success BLC with gaps in their learning and are already at-risk of failure. This system helps to ensure forward progress for our students. Because the learning management system collects and organizes data in real-time, teachers are able to easily identify students and implement strategies to prevent a student from moving on without adequate preparation. (*Source: https://www.edgenuity.com*)

As an added layer of accountability, Success BLC utilizes a custom-designed, proven program (Pulse Wrap Around Software) that works alongside Edgenuity curriculum to:

- Track daily student logins
- Track daily student hours
- Monitor course completion
- Assign interventions
- Provide up-to-the-minute information on student progress
- Allow center staff to immediately address needs of students

Lastly, our goal is to set students up for success beyond our doors. To accomplish this, the school's senior level English class culminates with a capstone project which encompasses the development of a résumé and cover letter,

preparation in interviewing skills, and practice and completion of an online profile on a professional job search website.

Please see **Portfolio section** of the application to show evidence of program success related to curriculum choices.

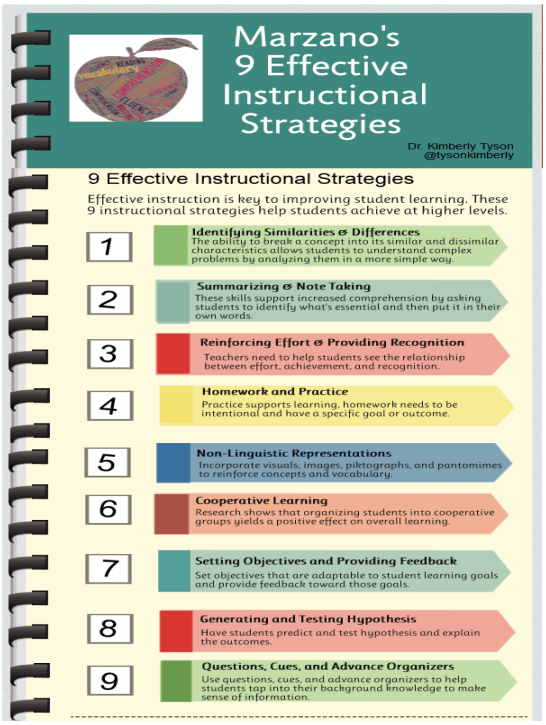
4. Describe instructional strategies that the operator will implement to support the education plan and why they are well-suited for the anticipated student population. Describe the methods and systems teachers will use to provide differentiated instruction to meet the needs of all students.

As described in more detail above, Success BLC has the advantage of using both Edgenuity and the Pulse Wrap Around Software as a system to continually and frequently monitor student progress. Success BLC believes in an individualized learning plan/graduation plan (per IC-20-30-4) for each student. Because our ability to implement this is key to our success, each of our students has a plan with both short-term and long-term goals. With the PULSE Wrap Around Software working alongside Edgenuity curriculum, teachers and staff are alerted immediately if a student is not meeting those goals. We are able to respond immediately and accordingly with appropriate adjustment and interventions.

This accountability system is the underpinning of success for all types of students. Our system of skills mastery allows us to pinpoint areas of strength and areas of opportunity for each student and provide the appropriate supports to allow students to excel at their own pace.

We know all students - general education, ethnic/racial minorities, students with disabilities, economically disadvantaged students, special education students, limited English proficient students, gifted talented students, transient students, and myriad others - are more successful with clear goals and supports to accomplish target outcomes. Our model allows every type of student to succeed by employing the proper content/curriculum tailored to each student, employing high-quality staff, creating safe environments in which to learn, and offering an opportunity to see beyond high school by engaging in business partnerships, internships, mentorships and job shadowing.

Additionally, gone is the myth that online learning does not support sound instructional strategies. Holding true to research based strategies, the students are able to achieve mastery of skills by instruction that utilizes Marzano's 9 Effective Instructional Strategies.



Source:https://elearninginfographics.com/the-roberto-marzanos-9-effective-instructional-strategies-infographic/

Success BLC looks at each individual student through a whole-person lens and strives to understand and account for the complexity of each student's life. With this always at the forefront, Success BLC is committed to the following:

High expectations: We have high hopes for every student and provide the infrastructure to support them in becoming contributors to their community.
Center based highly qualified, certified, full-time staff: We establish tutoring centers in the community where our students live. Caring and professional educators are at each center and ready to help students when they need it. We have 3 times the staff of traditional schools to ensure personalized support.
Planned Graduation Program: Each student chooses a class schedule that meets his or her educational and personal needs. Every student works on one class at a time, completes it, builds success, and then moves forward to their other planned program classes. A large number of our students have demands on their time outside of school such as jobs and children, so this method often fits into their lives better. It is the same amount of classes a year as other schedules - just divided up differently.
Tools they Deserve: We offer every student quality laptops and wireless internet devices because our kids need to know we value them and are willing to invest in their education, life and ultimate future.
Internship Opportunities: We collaborate with local business to help students learn the world of work and the "soft skill" needed to success.

5. Discuss the rationale for the proposed educational program, including evidence of results, especially with comparable student populations, as available. (You may refer to your response to Section 4, "Portfolio Review & Performance Rec
ord.")

Please see the **Portfolio Review and Performance** section for rationale and evidence of results.

6. Describe any key educational features that will *differ* from the operator's existing schools not already discussed above. Explain why you would implement these different features, any new resources they would require, and the rationale for the variation in approach.

The "Success" model has proven successful; and as such, the key educational features will not differ at Success BLC of South Bend. Although these key educational functions will remain in place, we also understand new approaches, research, and evolving student needs may warrant the adaptation or addition of programs, strategies and/or instruction. In the spirit of innovation and forward progress, Success BLC will remain true to its Common Core educational foundations, but will constantly evaluate the needs and success of our students.

Pupil Performance Standards

Responses to the following items regarding the proposed operator's pupil performance standards must be consistent with the Indiana Academic Standards and Common Core State Standards.

1. Describe the pupil performance standards for the school(s) on the whole.

The following education goals will be consistently monitored, efficiently tracked, and frequently reported to parents and students and as well as be available to the community.

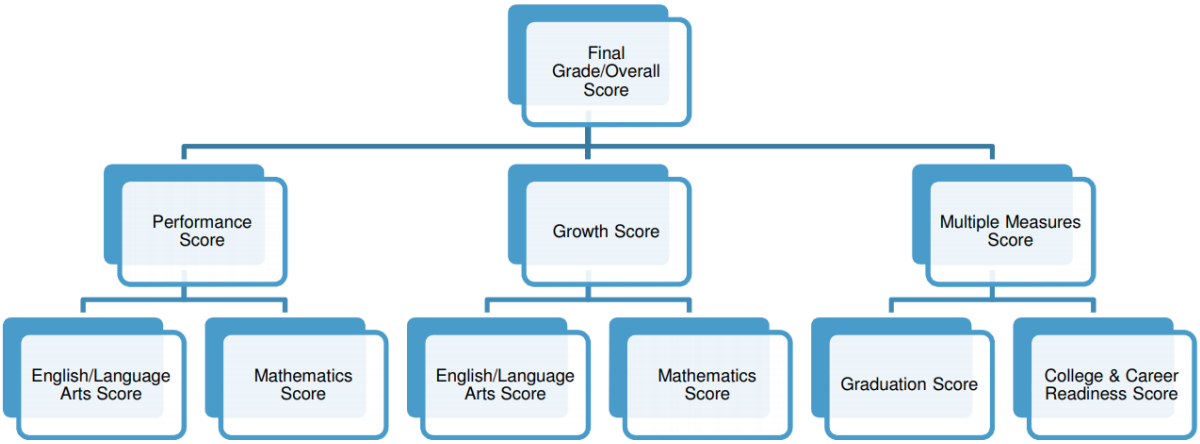
Educational Goals

- **Goal #1:** Students at Success BLC will meet or exceed the proficiency and growth level averages of the local school district in which they reside as measured by:
  - ISTEP+ 10
  - College Entrance Exam (beginning in 2021)
- **Goal #2:** All students at Success BLC will meet the high school graduation requirements of Indiana Core 40 or alternative track diploma.
- **Goal #3:** 95% (or greater) participation rate on mandated state testing.
  - All students will participate in state testing to include:
    - I-Step
    - I-Step- Access
    - ACT Workkeys, PSAT and SAT
    - College Entrance Exam (beginning school 2021-2022)

Measures for Goal #1: For Goal 1, identified local district proficiency and growth levels will be compared to **Success BLC** students (using the student's resident district) to determine if this goal is met.

Measure for Goals #2 and #3

Indiana's implementation of student-centered accountability will allow Success BLC to easily monitor and evaluate these two goals accurately and with transparency. Each school receives a score on 3 main domains of the system: Performance, Growth and Multiple Measures. Success BLC will utilize these accountability measures to determine if progress toward goals are met. See below table for components of the system.



Source: https://www.doe.in.gov/sites/default/files/accountability/f-faq-20170914.pdf

- **Goal #4**: Increase in students' growth as demonstrated on nationally-normed assessment. (NWEA-Maps)

Measure: Students will average 1 year growth on nationally-normed assessments. Students will take an initial test to determine baseline data and set growth targets and will take a subsequent test to determine if growth targets are met. Students at Success BLC will average 1 year growth for each year of instruction.

- **Goal #5:** Parent and student satisfaction on end-of year surveys will be above 75% in all categories.

Measure: Parent and students will complete a satisfaction survey each fall to determine satisfaction in program areas. Areas under 75% will be identified for improvement.

2. Provide, in **Attachment 3**, a complete set of the operator's proposed learning standards for one grade in each division the operator will serve. Address the skills and knowledge each student will be expected to attain by the end of that grade. If the school(s) will serve only one division, the exit standards provided in response to question 5 in this section will suffice.

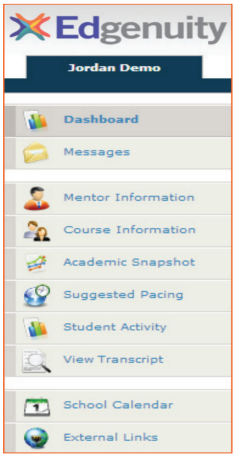
As referenced in **question #2 of Curriculum Instruction and Design**, **Attachment 2** provides learning standards for each of the core subject areas: math, ELA, Science and Social Studies. Below is a link to all learning standards for each grade in both core and elective academic courses.
https://www.edgenuity.com/scope-and-sequence/

3. If you plan to adopt or develop additional academic standards beyond the Indiana Academic Standards, explain the types of standards (content areas, grade levels). Describe the adoption or development process that has taken place or will take place. Select one grade level and subject area as an example, and explain how these additional standards exceed the Indiana Academic Standards.

Success BLC's goal is to set students up for advancement beyond our doors. To accomplish this, the school's senior level English class culminates with a capstone project which encompasses the development of a résumé and cover letter, preparation in interviewing skills, and practice and completion of an online profile on a professional job search website.

4. Explain the policies and standards for promoting students from one grade to the next. Discuss how and when promotion and graduation criteria will be communicated to parents and students.

Success BLC's unique model allows us to track credits toward graduation without the additional sigma created by labeling students in a grade (we understand, for state reporting, grade designations will be required). Our focus is getting our students to graduation. The practice of designating students in grades raises student anxiety, increases feeling of failure and dwindles, once again, that feeling of success. We want students to celebrate every class they master. Our staff then encourages and helps set goals for the next.



Dashboard: Main page in the SIS, provides a quick-glance snapshot of student's progress and grades

Messages: Here you can view and reply to any communications made between your student and the instructors

Mentor Information: View your student's assigned mentor information

Course Information: View your student's courses, description, credit amount, and teacher-contact information

Academic Snapshot: Provides an overall progress bar for all of your student's courses and specific progress bars for each class enrolled in

Suggested Pacing: A progress bar and weekly assignment goals showing the current pace and whether your student is on track with the targeted completion date

Student Activity: A tally of the total number of assignments your student has completed each day in the courses

Course Plan: A plan that puts your student on track for graduation

View Transcript: A record of your student's current grades and credit earned in classes

School Calendar: A calendar of your student's current appointments or conferences

External Links: Links to popular and helpful resources when navigating or to support your student's online experience

Student progress, achievements, and information can be communicated to parents immediately and directly through the Edgenuity dashboard (see graphic at right). Success BLC is committed to informing families of student progress daily. Success BLC believes this up-to-date data provided to students and parents is essential to helping our students move forward. This information clearinghouse is key to providing current, accurate snapshots of student sequential progress and mastery.

(Source: http://aps-legacy.materiell.com/cms/lib2/VA01000586/Centricity/Domain/4351/Edgenuity_ParentQuickStartGuide.pdf)

Additionally, our Relationship Managers (RMs) are in constant contact with parents (when involved) and students. The number one job of the RMs is to continually inform, problem solve, and develop solutions, academically, socially and emotionally with and for students. Procedures are in in place when tracking progress and advancement to future classes. They are as follows per the parent/student handbook provided in **Attachment 6**:

Level 1

Students who do not achieve the weekly 15% progress goal the first time will be placed on Level 1 and encouraged to create and follow a plan to increase their weekly progress. This plan will focus on four key areas:

1. Login Rate
2. Time on Task
3. Center Attendance
4. Teacher/Relationship Manager Contact

Level 1 Intervention is voluntary on the student's part. A student may continue to stay on Level 1

Intervention at the discretion of the Regional Director (RD), Center Director (CD), Relationship Manager (RM).

Level 2

Students who are chronically (2 or more weeks*) achieving less than 15% weekly progress will be placed on Level 2 and **required** to follow a plan to increase their weekly progress. This plan will focus on four key areas, ths same as Level 1:

1. Login Rate
2. Time on Task
3. Center Attendance
4. Teacher/Relationship Manager Contact

Level 3

Students who do not achieve 15% progress while on Level 2 (*The number of weeks on level 2 is determined by RD, CD, RM) will be placed on Level 3 and **required** to sign a contract stating that 30% progress must be achieved within the seven day week in which the contract was issued.

If the student does not meet the 30% minimum progress requirement, he/she has chosen to opt himself/herself out and must be removed from the program. It is also understood that if a student cannot be contacted during this seven day period he/she has earned level 3 status, it is to be interpreted that he/she has chosen to opt himself/herself out and must be removed from the program.

5. Provide, in **Attachment 3** the school's exit standards for graduating students. These should clearly set forth what students in the last grade served will know and be able to do.

Please see **Attachment 3** for exit outcomes for Success BLC's graduates.

High School Graduation Requirements and Postsecondary Readiness *(High Schools Only)*

High schools approved by BSU will be expected to meet Indiana Graduation Requirements (described in IC § 20-32-4 and explained on the Indiana Department of Education's website: http://www.doe.in.gov/achievement/curriculum/indianas-diploma-requirements.

1. Explain how the school will meet these requirements. Describe how students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered. If graduation requirements for the school will exceed those required by the State of Indiana, explain the additional requirements.

Students at Success BLC will earn .5 credit for each class successfully completed and mastery of skills obtained. These essential skills will mirror those defined in Indiana Academic Standards. The student transcript below models

the information included on the transcript, with student information redacted per FERPA requirements. t provides the grading scale and GPA (Grade Point Averages) based on a 4.0 scale. (NOTE:This is a Michigan based transcript from our Port Huron Virtual Learning Center and will be reformatted to reflect Indiana requirements.)

[redacted]

SUCCESS VIRTUAL LEARNING CENTERS

Success Virtual Learning Centers
7188 Avenue B
Vestaburg, MI 48891
P: 616-244-3547 F: 616-244-3549

Student Transcript

Grade 9

Port Huron High School

ELA - Grade 9	B-	SM1	0.5
US History	D+	SM1	0.5
Algebra I	C-	SM1	0.5
Biology	D-	SM1	0.5
Health Education	C-	SM1	0.5
Physical Education - Girls	B+	SM1	0.5

Port Huron High School

French 2 (8th grade)	CR	SM1	0.5

11-12 Port Huron High School

French 1 (7th grade)	CR	SM1	0.5

Port Huron High School

ELA - Grade 9	B+	SM2	0.5
US History	D+	SM2	0.5
Algebra I	D-	SM2	0.5
Biology	C+	SM2	0.5
Art Foundations	B	SM2	0.5
Physical Education - Girls	A-	SM2	0.5

Port Huron High School

French 2 (8th grade)	CR	SM2	0.5

11-12 Port Huron High School

French 1 (7th grade)	CR	SM2	0.5

Credits: 8.00

Grade 10

Port Huron High School

ELA - Grade 10	B-	SM1	0.5
Civics	D	SM1	0.5
Geometry	E	SM1	0
Physical Science	B	SM1	0.5
Art Methods: 2D	C+	SM1	0.5
Weights and Aerobics	B+	SM1	0.5

Port Huron High School

ELA - Grade 10	D+	SM2	0.5
Global Studies/Current Issues	A	SM2	0.5
Economics	D-	SM2	0.5
Geometry	D-	SM2	0.5
Physical Science	B	SM2	0.5
Weights and Aerobics	C	SM2	0.5

Credits: 5.50

Grade 11

Port Huron High School

ELA - Grade 11	B	SM1	0.5
World History	C+	SM1	0.5
Intermediate Algebra II	D-	SM1	0.5
Geometry	C-	SM1	0.5
Chemistry	C-	SM1	0.5
Spanish 1	B+	SM1	0.5

Port Huron High School

ELA - Grade 11	D-	SM2	0.5
World History	D-	SM2	0.5
Intermediate Algebra II	E	SM2	0
Chemistry	D-	SM2	0.5
Spanish 1	E	SM2	0
Concert Choir	C+	SM2	0.5

Credits: 5.00

Grade 12

17-18 Port Huron Success Virtual Learning Center

ALGEBRA 2B	D	SM1	0.5
FINANCIAL MATH B	C	SM1	0.5
SENIOR PROJECT	CR	SM1	0.5

16-17 Peck Jr/Sr High School

Creative Arts 3A	C	SM1	0.5
Computers 1A	D	SM1	0.5
English IVA	D	SM1	0.5
Personal Finance A	D+	SM1	0.5
Recreational Sports A	A+	SM1	0.5
Government	D-	SM1	0.5
Current Events	D	SM1	0.5

16-17 Port Huron Success Virtual Learning Center

English 12B	D+	SM2	0.5

Credits: 5.50

UIC:
Student ID: [redacted]

DOB:
Gender:
Entry Date:

Key to Grading

A+= 4.0	A=4.0	A-= 3.667
B+= 3.33	B=3.0	B-= 2.667
C+= 2.33	C=2.0	C-= 1.667
D+= 1.33	D=1.0	D-= 0.667
F = 0.0		

ACT Scores

ACT English:	0.0
ACT Reading:	0.0
ACT Writing:	0.0
ACT Math:	0.0
ACT Science:	0.0
ACT Composite:	0.0
ACT Date:	

SAT Scores

SAT Test Date:	00/00/0000
SAT Total:	
SAT ERW:	
SAT MSS:	
SAT Reading:	
SAT WRLA:	
SAT MTS:	

CUMULATIVE GPA:	1.7079
CREDIT EARNED:	24.00
CREDIT ATTEMPTED:	30.00

RANK: 7 of 160

Graduation date and signature indicate that all requirements are met to earn a Success Virtual LearningCenter diploma.

GRADUATION DATE: 1/9/18

SIGNED:

POSITION: Principal

DATE PRINTED: 12/6/18

Virtual learning and our partner, Edgenuity afford Success BLC the ability to offer a wide variety of elective courses. Elective courses and links to the course scope and sequence are accessible below:

General Electives

- Introduction to Art
- Art History I
- Contemporary Health
- Healthy Living
- Lifetime Fitness
- Personal Finance
- Psychology
- Sociology
- Strategies for Academic Success
- Foundations of Personal Wellness
- Online Learning and Digital Citizenship

CTE Electives

- 3D Art I-Modeling
- 3D Art II-Animation
- Audio Engineering
- Career Explorations
- Career Planning and Development
- Computer Applications Office® 2010
- Computer Science
- Digital Arts
- Engineering Design
- Game Design
- Intro to Entrepreneurship
- Introduction to Business
- Introduction to Coding
- Introduction to Health Science
- Health Science Concepts
- Introduction to Information Technology
- Nursing Assistant
- Pharmacy Technician
- Medical Terminology
- Microsoft Office Specialist

Below are the graduation requirement for Indiana Core 40 as well as the General High School Diploma.

INDIANA CORE 40

Effective beginning with students who enter high school in 2012-13 school year (class of 2016).

Course and Credit Requirements	
English/ Language Arts	**8 credits** Including a balance of literature, composition and speech.
Mathematics	**6 credits (in grades 9-12)** 2 credits: Algebra I 2 credits: Geometry 2 credits: Algebra II *Or complete Integrated Math I, II, and III for 6 credits.* *Students must take a math course or quantitative reasoning course each year in high school*
Science	**6 credits** 2 credits: Biology I 2 credits: Chemistry I or Physics I or Integrated Chemistry-Physics 2 credits: any Core 40 science course
Social Studies	**6 credits** 2 credits: U.S. History 1 credit: U.S. Government 1 credit: Economics 2 credits: World History/Civilization or Geography/History of the World
Directed Electives	**5 credits** World Languages Fine Arts Career and Technical Education
Physical Education	**2 credits**
Health and Wellness	**1 credit**
Electives*	**6 credits** (College and Career Pathway courses recommended)
40 Total State Credits Required	

Schools may have additional local graduation requirements that apply to all students (not required for students with an IEP).

* Specifies the number of electives required by the state. High school schedules provide time for many more electives during the high school years. All students are strongly encouraged to complete a College and Career Pathway (selecting electives in a deliberate manner) to take full advantage of career and college exploration and preparation opportunities.

**SAT scores updated September, 2017

***WorkKeys assessment titles updated, 2018

CORE 40 with Academic Honors *(minimum 47 credits)*

For the **Core 40 with Academic Honors** designation, students must:

- Complete all requirements for Core 40.
- Earn 2 additional Core 40 math credits.
- Earn 6-8 Core 40 world language credits (6 credits in one language or 4 credits each in two languages).
- Earn 2 Core 40 fine arts credits.
- Earn a grade of a "C" or better in courses that will count toward the diploma.
- Have a grade point average of a "B" or better.
- Complete one of the following:
  - A. Earn 4 credits in 2 or more AP courses and take corresponding AP exams
  - B. Earn 6 verifiable transcripted college credits in dual credit courses from the approved dual credit list.
  - C. Earn two of the following:
    1. A minimum of 3 verifiable transcripted college credits from the approved dual credit list,
    2. 2 credits in AP courses and corresponding AP exams,
    3. 2 credits in IB standard level courses and corresponding IB exams.
  - D. Earn a composite score of 1250 or higher on the SAT and a minimum of 560 on math and 590 on the evidence based reading and writing section.**
  - E. Earn an ACT composite score of 26 or higher and complete written section
  - F. Earn 4 credits in IB courses and take corresponding IB exams.

CORE 40 with Technical Honors *(minimum 47 credits)*

For the **Core 40 with Technical Honors** designation, students must:

- Complete all requirements for Core 40.
- Earn 6 credits in the college and career preparation courses in a state-approved College & Career Pathway and one of the following:
  1. Pathway designated industry-based certification or credential, or
  2. Pathway dual credits from the approved dual credit list resulting in 6 transcripted college credits
- Earn a grade of "C" or better in courses that will count toward the diploma.
- Have a grade point average of a "B" or better.
- Complete one of the following,
  - A. Any one of the options (A - F) of the Core 40 with Academic Honors
  - B. Earn the following minimum scores on WorkKeys: Workplace Documents, Level 6; Applied Math, Level 6; and Graphic Literacy, Level 5.***
  - C. Earn the following minimum score(s) on Accuplacer: Writing 80, Reading 90, Math 75.
  - D. Earn the following minimum score(s) on Compass: Algebra 66 , Writing 70, Reading 80.

Indiana General High School Diploma

The completion of Core 40 is an Indiana graduation requirement. Indiana's Core 40 curriculum provides the academic foundation all students need to succeed in college and the workforce.

To graduate with less than Core 40, the following formal opt-out process must be completed:

- The student, the student's parent/guardian, and the student's counselor (or another staff member who assists students in course selection) must meet to discuss the student's progress.
- The student's Graduation Plan (including four year course plan) is reviewed.
- The student's parent/guardian determines whether the student will achieve greater educational benefits by completing the general curriculum or the Core 40 curriculum.
- If the decision is made to opt-out of Core 40, the student is required to complete the course and credit requirements for a general diploma and the career/academic sequence the student will pursue is determined.

Course and Credit Requirements (Class of 2016 & Beyond)	
English/Language Arts	**8 credits** Credits must include literature, composition and speech
Mathematics	**4 credits (in grades 9-12)** 2 credits: Algebra I or Integrated Mathematics I 2 credits: Any math course ***General diploma students are required to earn 2 credits in a Math course or a Quantitative Reasoning (QR) course during their junior or senior year. QR courses do not count as math credits.***
Science	**4 credits** 2 credits: Biology I 2 credits: Any science course ***At least one credit must be from a Physical Science or Earth and Space Science course***
Social Studies	**4 credits** 2 credits: U.S. History 1 credit: U.S. Government 1 credit: Any social studies course
Physical Education	**2 credits**
Health and Wellness	**1 credit**
College and Career Pathway Courses Selecting electives in a deliberate manner to take full advantage of college and career exploration and preparation opportunities	**6 credits**
Flex Credit	**5 credits** Flex Credits must come from one of the following: • Additional elective courses in a College and Career Pathway • Courses involving workplace learning such as Cooperative Education or Internship courses • High school/college dual credit courses • Additional courses in Language Arts, Social Studies, Mathematics, Science, World Languages or Fine Arts
Electives	**6 credits** Specifies the minimum number of electives required by the state. High school schedules provide time for many more elective credits during the high school years.
40 Total Credits Required **Schools may have additional local graduation requirements that apply to all students**	

(Updated Dec., 2011)

(Source: https://www.doe.in.gov/sites/default/files/student-assistance/general-diploma-requirements-class-2016-final.pdf)

2. Explain how the graduation requirements will ensure student readiness for college or other postsecondary opportunities (trade school, military service, or entering the workforce).

We know we have done our job if our students are successful during their time at Success BLC and *after* as well. The critical importance of this benchmark is woven through our curriculum, written in the hearts of our staff and supported by the numerous outside opportunities we provide through internships, job shadowing and partnerships. By believing in our students, promoting a growth mindset, and showing them positive examples of that in the workforce, we will instill in them the vision of themselves as capable, productive young adults with hope for a future filled with possibilities.

Also, important to note is the philosophical belief of the Indiana Education Department and Success BLC in regards to the deeply-rooted belief that one size does not fit all and has created multiple tracks to graduation. With the implementation of graduation pathways by the Indiana Department of Education beginning in 2023, Success BLC has the opportunity to offer students several pathways to graduation; pathways that match their post-secondary goals. Once a direction is chosen, Success BLC works to provide students with every opportunity to achieve that goal with drive and perseverance.

Please see **Attachment 3** for educational development plan/graduation plan example.

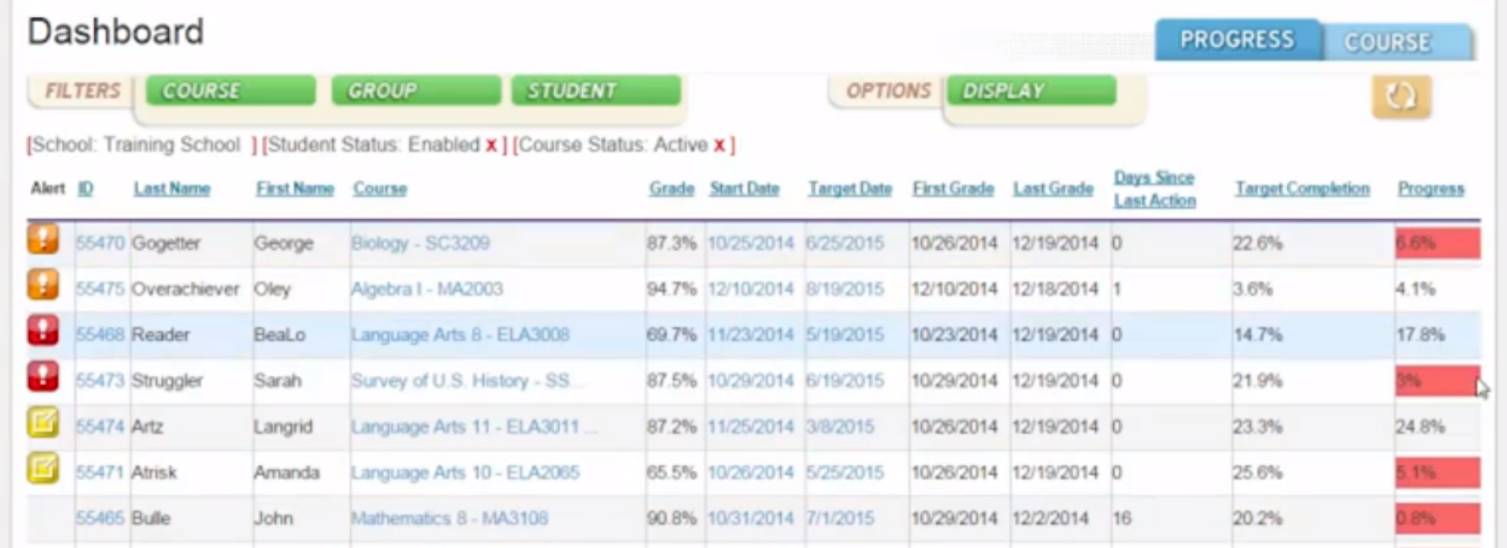
3. Explain what systems and structures the school will implement for students at risk of dropping out and/or not meeting the proposed graduation requirements.

As described above, Success BLC utilizes Edgenuity and Pulse software to pinpoint both the need for intervention and/or advancement. Data is regularly monitored and evaluated by our Relationship Managers (RMs) to ensure intervention happens immediately and progress monitoring occurs.

<u>Establishing Growth Targets</u>:

Success BLC also establishes growth targets through the utilization of two dynamic systems for tracking student success: Edgenuity and NWEA Maps provide the necessary tools to set growth targets with students, assign interventions, and work collaboratively to monitor progress toward goals.

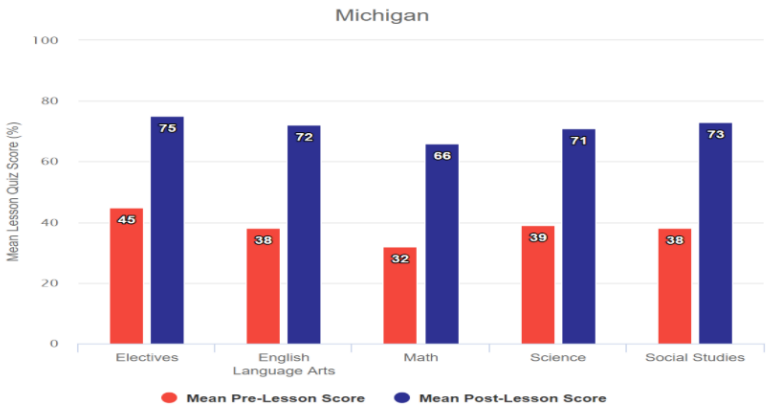
Edgenuity allows the school to easily set growth targets with students. Because each assessment provides immediate feedback, teachers work with students to set reasonable goals and plan action steps to achieve those goals in real time.



Alert	ID	Last Name	First Name	Course	Grade	Start Date	Target Date	First Grade	Last Grade	Days Since Last Action	Target Completion	Progress
	55470	Gogetter	George	Biology - SC3209	87.3%	10/25/2014	6/25/2015	10/26/2014	12/19/2014	0	22.6%	6.6%
	55475	Overachiever	Oley	Algebra I - MA2003	94.7%	12/10/2014	8/19/2015	12/10/2014	12/18/2014	1	3.6%	4.1%
	55468	Reader	BeaLo	Language Arts 8 - ELA3008	69.7%	11/23/2014	5/19/2015	10/23/2014	12/19/2014	0	14.7%	17.8%
	55473	Struggler	Sarah	Survey of U.S. History - SS...	87.5%	10/29/2014	6/19/2015	10/29/2014	12/19/2014	0	21.9%	3%
	55474	Artz	Langrid	Language Arts 11 - ELA3011 ...	87.2%	11/25/2014	3/8/2015	10/26/2014	12/19/2014	0	23.3%	24.8%
	55471	Atrisk	Amanda	Language Arts 10 - ELA2065	65.5%	10/26/2014	5/25/2015	10/26/2014	12/19/2014	0	25.6%	5.1%
	55465	Bulle	John	Mathematics 8 - MA3108	90.8%	10/31/2014	7/1/2015	10/29/2014	12/2/2014	16	20.2%	0.8%

Above is a sample teacher view.
(Source: https://www.edgenuity.com/products-and-services/instructional-services/)

Additionally, teachers are able to obtain whole-class data for pre- and post-lesson scores allowing them to adjust and differentiate their instructional practices accordingly.

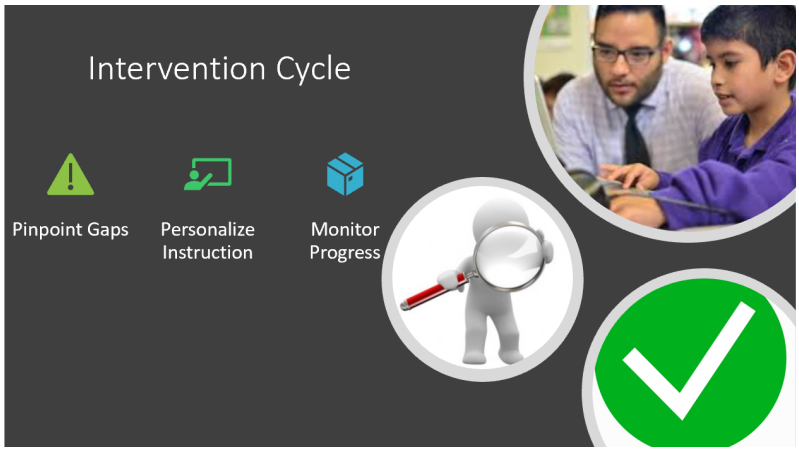


(Source: https://www.edgenuity.com/the-difference/efficacy/gains-report-generator/)
Lastly, Edgenuity also provides cumulative and summative performance data. This real-time data allows for a continuous look at overall progress and makes it possible to make immediate adjustments upon recognition of declining performance anywhere across the whole school.

NWEA Maps also provide important data to help with setting growth targets. This measure, although less frequent than our curriculum content provider, provides the nationally-normed reference component that helps us effectively evaluate our student progress as well as the alignment of our curriculum.
(Source: https://www.nwea.org/content/uploads/2017/05/MAP-Growth-Fact-Sheet.pdf)

Not only can NWEA Maps' data show growth overall by school, they also have the ability to use individual student's scores to project the trajectory to proficiency on state-mandated testing. This testing suite allows students to set a growth target for each testing cycle and also integrates with the content provider. Below are the benchmark levels for NWEA Maps at each grade band.
(Source: https://www.nwea.org/content/uploads/2015/06/2015-MAP-Normative-Data-AUG15.pdf)

Because these systems are compatible with one another, teachers are able to continually evaluate progress. Through the power of knowledge (the data) and the power of technology, Success BLC is able to quickly intervene with students, provide immediate data-driven intervention lessons at age appropriate levels, and progress monitor to get students back on the path to a brighter future.



Our special needs population is closely monitored by our special education staff, who track IEP goals and progress towards goals. Because it is so clearly tracked, student progress is readily available to the teacher, allowing them to share meaningful information with the students, encourage buy-in and motivation, and together, create efficient next steps for advancing to the next level.

NOTE: Students with disabilities will be served in accordance with federal and state regulations, including Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, including subsequent amendments, and the Americans with Disabilities Amendment Act. A free and appropriate public education (FAPE) will be provided to students with disabilities in accordance with Federal law and their Individualized Education Programs (lEPs).

School Calendar and Schedule

1. Discuss the annual academic schedule for the school. Explain how the calendar reflects the needs of the educational program. In **Attachment 4**, provide the school's proposed calendar for the first year of operation, including total number of days/hours of instruction.

Success BLC's main instructional delivery approach will be the use of virtual content in order to allow students the flexibility to balance the importance of school and graduation with the fullness and complexity of their lives. We will follow the calendar in **Attachment 4,** allowing student's daily schedule to be individualized as outlined in their Individualized Learning/Graduation Plan.

We believe the availability of the physical space of the center, staffed with high-quality, well-trained personnel who create a positive, inviting environment for our students to pursue their studies, seek educational support and engage with other students is critical to our students' success. There is not a daily schedule standardized for all students; however, with daily access to the center and 24/7 access to content curriculum and lessons, we allow our students' day to extend beyond the traditional 8 am to 3pm schedule.

Each student is required to log in to their classes and perform academic work on every official school day. Every teacher and administrator creates a weekly schedule that includes time to meet with students and/or parents, provide individual academic assistance to students, offer group instruction, plan lessons, and evaluate student data to offer appropriate support or interventions.

2. Describe the structure of the school day and week. Include the number of instructional hours/ minutes in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school day, including start and dismissal times. Explain why the school's daily and weekly schedule will be optimal for student learning. Provide the minimum number of hours/minutes per day and week that the school will devote to academic instruction in each grade. Your response should include, in **Attachment 4**, a sample daily and weekly schedule for each division of the school.

Instructional Time:

By design, virtual learning is flexible provides access 24 hours a day, 7 days a week. Each student comes to Success BLC with a different set of circumstances, needs, and schedules. Success BLC requires each student to login on every official "school day". However, the time and place is defined by the students' schedules developed in collaboration with their RM. Each course is equivalent to a specific number of instructional hours; by completing the course they also satisfy the hour requirement. Success BLC uses the following calculation to ensure students are participating for the appropriate number of days and hours in a school year. However, Success BLC and its students embrace the component of virtual learning that makes content accessible at any time and in any place.

Instructional Times Per Class:

60 minutes per lesson for Course #1 (ELA) x 185 instructional days / 60
+ 60 minutes per lesson for Course #2 (Math) x 185 instructional days / 60
+ 60 minutes per lesson for Course #3 (Science) x 185 instructional days / 60
+ 60 minutes per lesson for Course #4 (Social Studies) x 185 instructional days / 60
+ 60 minutes per lesson for Course #5 (Elective) x 185 instructional days / 60
+ 60 minutes per lesson for Course #6 (Elective) x 185 instructional days / 60
1,100 total hours of instruction

Per Indiana State Law IC 20-24-7-13(g), students must follow the school's student engagement guidelines as defined in the student/parent handbook in **Attachment 6.**

Teachers schedules correlate to center hours of 8AM to 3PM, Monday through Friday. As with students, teachers have the flexibility to coordinate their day so they are able to meet students' individual needs. Every teacher and administrator creates a weekly schedule that includes time to meet with students and/or parents, provide individual academic assistance to students, offer group instruction, plan lessons, and evaluate student data to offer appropriate support or interventions.

Please refer to **Attachment 4** for examples of student and teacher schedules.

School Culture

1. Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.

Creating a nurturing and caring environment for our students is the cornerstone of our success. We believe "Traditional public schooling isn't for everyone. No two students are the same. At Success BLC, we embrace the fact that every student who walks through our doors is original, and learns at their own pace. We also know that each and every one of our students has a past, a story, and a bright future ahead of them. Bring Success BLC into your life, and begin writing your next chapter."
(Source: https://www.successvlc.com/start)

This culture of caring creates a sense of hope and accomplishment in students and, in turn, allows them to see themselves through a different lense; a lense that shows an alternate path to their future. The students begin to envision, some for the very first time, a path to a better life; a path to a brighter future.

2. Explain how you will create and implement this culture for students, teachers, administrators, and parents starting from the first day of school. Describe the plan for enculturating students who enter the school mid-year.

Whether a student and their family enroll in Success BLC at the beginning or later in the year, their experience and onboarding will be the same. A team of professionals works closely and collaboratively the student/family to ensure, without a doubt, that student's academic, social, and emotional needs are met. If those needs are unable to be met by our highly qualified, caring staff, we find partnerships and organizations that are able to accommodate those needs. At Success BLC, no young adult is left behind.

The staff members at Success BLC are carefully selected and well-trained. We ensure all teachers and Relationship Managers have the mindset of a counselor and a heart for helping youth. When students visit one of our centers, they enjoy an environment where creating and nurturing positive relationships and providing support are just as important as facilitating learning. Our organization's academic results have proven that creating this culture is a key element to our students' success. Each teacher goes through professional development training related to:

- How to create community in a virtual learning environment
- Educating at-risk students and how to address their individual needs

- How to recognize areas of interventions needed for not only academics, but social and emotional interventions as well.
- Teacher expectations and requirements
- How to develop and build strong, trusting relationship with students
- How to develop a culture of caring

3. Explain how the school culture will take account of and serve students with special needs, including students receiving special education services, English Language Learners, and any students at risk of academic failure.

At Success BLC, we believe that no two students are the same. We help students to celebrate their successes and strengths, and to challenge them in opportunities for growth. We treat each young adult as an individual! We look at individual needs and we create an individual plan that is "just right" for the student. This is the foundation on which we have build Success BLC.

4. Describe a typical school day from the perspective of a student in a grade that will be served in your first year of operation.

At Success BLC, we believe that every child is different and because our students come with a wide variety of needs, there is not a one size fits all schedule. Through power of technology, students and teachers are able to collaboratively create a student schedule that specially and intentionally addresses life circumstances. Please see **Attachment 4** to get a flavor for what that looks like in a virtual, blended school.

NOTE: These are only a sampling of schedules; all schedules are individualized to the student.

5. Describe a typical day for a teacher in a grade that will be served in your first year of operation

Just as student schedules may vary, teacher schedules also take a variety of forms. Below is the basic structure of a teacher day/week. Please refer to **Attachment 4**

Supplemental Programming

1. If summer school will be offered, describe the program(s). Explain the schedule and length of the program, including the number of hours and weeks. Discuss the anticipated participants, including number of students and the methods used to identify them. What are the anticipated resource and staffing needs for these programs?

Free Summer School: All schooling at Success BLC is free to our students. Our students may need credit recovery classes or may be ready to accelerate in an area they have a particular interest in or passion. They may find themselves, maybe for the first time, on a real "roll" in their education. We want to respond to our students' needs, desires and motivations by allowing them to create a seamless timeline to their educational goals. By removing the burden of tuition, we allow our students to take advantage of the opportunity to set the pace that works best for them. Students can enroll in classes anytime from the end of the school year to the beginning of the next. Staffing is evaluated and determined by the courses in which students enroll. Additionally, the centers offer summer hours for students taking courses to continue the safe, trusting, culture of caring environment they have come to not only depend on, but enjoy.

2. Describe the extra- or co-curricular activities or programming the school will offer; how often they will occur; and how they will be funded.

Success BLC is committed to our students and their lives beyond the academic focus. We know and understand that for our students to reach their full potential, we will need to provide opportunities that support these young adults both within and beyond our center walls. Success BLC looks at each individual student through a whole-person lens and strives to understand and account for the complexity of each student's life. With this always at the forefront, Success BLC develops relationships with local partners to match student interest with programming, clubs, or other activities. Many times these are in collaboration with other students in our program. RMs are key to making these connections and supporting students.

3. Describe the programs or strategies to address student mental, emotional, and social development and health.

Each of the following aspects of Success BLC is integral in developing the support system students need to be healthy and productive young adults.

Student Relationship Manager: Each student will be assigned a Relationship Manager (RM). This RM will have the responsibility of knowing students academically, and understanding their family dynamic, life situation, and social/emotional needs. We know that students need trusted adults to help mentor them through these tough years. The RM is committed to nurturing the "whole person" and endeavoring to make sure each student is set up for success in every area of life.

Mentorships: Mentorships are also key to our school's effectiveness. In addition to the RM, we are committed to aligning students with mentors in the community that are able to advise and act as life coaches. By working with local "youth-focused" organizations and resources, our goal is to set up mentoring relationships to help our students find their way through life's challenges, including those that may have brought them to Success BLC in the first place.

Home Visits: Success BLC staff will conduct home visits to both monitor progress in and satisfaction with our program as well as to inspire hope in each student's family or support structure. We realize that the more "buy-in" there is in a student's environment and significant relationships, the more likely they will be successful and success will persist.

Additionally, Success BLC is committed to forming connections and relationships with mental health and other community resources.

4. If applicable, describe any other student-focused activities and programs that are integral to the educational and student-development plans.

Job Skills Development and Partnerships: We know we have done our job if our students are successful during their time at Success BLC and *after* as well. The critical importance of this benchmark is woven through our curriculum, written in the hearts of our staff and supported by the numerous outside opportunities we provide through internships and job shadowing. By believing in our students, promoting a growth mindset, and showing them positive examples of that in the workforce, we will instill in them the vision of themselves as capable, productive young adults with hope for a future filled with possibilities. These partnerships are critical to creating that vision in our students.

Special Populations and At-Risk Students

Schools are responsible for hiring licensed and endorsed special educators pursuant to law. School personnel shall participate in developing Individualized Education Programs (IEPs); identify and refer students for assessment of special education needs; maintain records; and cooperate in the delivery of special education instruction and services, as appropriate.

1. Describe the overall plan to serve students with special needs, including but not limited to those with Individualized Education Programs or Section 504 plans; English Language Learners; students identified as intellectually gifted; and students at risk of academic failure or dropping out. Identify the special populations and at-risk groups that the school expects to serve, whether through data related to a specifically targeted school or neighborhood or more generalized analysis of the population to be served. Discuss how the course scope and sequence, daily schedule, staffing plans, and support strategies and resources will meet or be adjusted for the diverse needs of students.

Please refer to **Question #3 under High School Graduation Requirements and Postsecondary Readiness** for more information. Success BLC's program is developed intentionally to meet the needs of individual learners and their unique situations. We utilize the same data-driven process with all of our students to develop their "just right" plan. As such, an explanation is provided in question 3 in regards to data utilized, plans developed and interventions assigned.

Success BLC's Special Education Program meets the individual needs of students by embedding accommodations directly into the delivery of our standards -based curriculum in a virtual environment AND in our learning centers. Progress monitoring is conducted by certified special education teachers with the assistance of certified teaching staff. Special Education Programming and related services are provided to Success BLC students in accordance with the student's Individualized Education Program (IEP) Student with disabilities needing special education are entitled to a free and appropriate public education (FAPE).

2. Explain more specifically how you will identify and meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive environment possible. Specify the programs, strategies, and supports you will provide, including the following:
    a. Methods for identifying students with special education needs (and avoiding misidentification);

Student with special education needs are identified <u>prior to enrollment</u> with special attention given to a thorough IEP/REED/MET review process for any student who indicates that they have/had SPED or 504 services. Success BLC staff will obtain most recent paperwork from previous school to review and determine if setting is appropriate based on documented needs. Several conversations are had with student and/or parent/guardian regarding their needs, our unique programming, school setting, and what services could look like for them. This process is done in collaboration with Regional and Site Directors, Special Education teachers, students and parents. <u>After enrollment,</u> Success BLC's school psychologists and other school staff will progress monitor students on a regular basis and in adherence to special education guidelines . We utilize the same data points and resources as we do with all of our students. We then customize the student's program based on the individual.

    b. Specific instructional programs, practices, and strategies the school will employ to provide a continuum of services; ensure students' access to the general education curriculum; and ensure academic success for students with special education needs;

Matching special education staff collaboratively with Center Directors is imperative to our students' success. At enrollment, students select time slots to connect and work with their special education service team. Services offered by Success BLC can be accomplished virtually (via ZOOM), at a designated time to participate in a virtual, live small-group classroom or receive one on one instruction. Students can also receive special education services in person at the center or at their home if there is a need for more intensive services. Sessions with Relationship Manager: special education teachers focus on disability areas and determine student's current levels using previous IEP information, testing upon enrollment, and progress monitoring techniques and subsequently develop sessions and new IEP goals developed precisely for the student. This team of professionals meet weekly to evaluate student's needs as a team and work together to build deficit areas.

c. Plans for monitoring and evaluating the progress and success of special education students with mild, moderate, and severe needs to ensure the attainment of each student's goals as set forth in the Individualized Education Program (IEP);

Utilizing Success BLC's dynamic monitoring system, all staff are able to review and closely monitor students' progress and customize material as appropriate based on the required accommodation and/or learning style.

d. Plans for promoting graduation for students with special education needs (high school only); and

A graduation plan is developed collaboratively among Relationship Managers, Special Education Staff, parents, and the teacher with every student upon enrollment. The staff regularly reviews graduation plans and holds true to matching the graduation and IEP goals to connect directly to the student's postsecondary vision and hope for the future. It is also the vision of our staff to help unify these goals with outside organizations and partnerships that will support the needs of the student during and after their time at Success BLC.

e. Plans to have qualified staffing adequate for the anticipated special needs population.

Recruiting and hiring based on student need and location allows staff the ability to visit centers in person when necessary, but also affords the ability to work virtually, from anywhere, for maximum flexibility. This ensures the appropriate, certified staff member can match the student's disability/need if It also means staffing can adapt to the ebb and flow of enrollment across the state..

3. Explain how the school will meet the needs of English Language Learner (ELL) students, including the following:
   a. Methods for identifying ELL students (and avoiding misidentification)

The first step to identifying first time enrollees or new to Indiana, incoming students is with the use of a Home Language Survey (HLS). This survey helps to identify the student's primary language. Please see example of HLS below. After the HLS is administered, local staff will determine if the state approved WIDA screener needs to be administered to determine language proficiency levels. This assessment must be given within 30 days of enrolling or within 2 week of enrolling if mid-year. Once identified for ELL services, Success BLC will notify parents in writing of findings, student's current level of proficiency, a plan to develop proficiency, and how the student will exit the program. It is the decision of the parent to accept support through ELL services.

Home Language Survey (HLS)

The Civil Rights Act of 1964, Title VI, Language Minority Compliance Procedures, requires school districts and charter schools to determine the language(s) spoken in each student's home in order to identify their specific language needs. This information is essential in order for schools to provide meaningful instruction for all students as outlined Plyler v. Doe, 457 U.S. 202 (1982).

The purpose of this survey is to determine the primary or home language of the student.The HLS must be given to all students enrolled in the school district / charter school. The HLS is administered **once**, upon initial enrollment in Indiana, and remains in the student's cumulative file.

Please note that the answers to the survey below are student-specific. If a language other than English is recorded for ANY of the survey questions below, the LAS Links placement test will be administered to determine whether or not the student will qualify for additional English language development support.

Please answer the following questions regarding the language spoken by the student:

1. What is the native language of the **student**? _____

2. What language(s) is spoken most often by the **student**? _____

3. What language(s) is spoken by the **student** in the home?_____

Student Name:_____ **Grade:**_____
Parent/Guardian Name:_____
Parent/Guardian Signature:_____**Date:**_____

By signing here, you certify that responses to the three questions above are specific to your student. You understand that if a language other than English has been identified, your student will be tested to determine if they qualify for English language development services, to help them become fluent in English. If entered into the English language development program, your student will be entitled to services as an English learner and will be tested annually to determine their English language proficiency.

For School Use Only:
School personnel who administered and explained the HLS and the placement of a student into an English language development program if a language other than English was indicated:
Name:_____ Date:_____

(Source: https://www.doe.in.gov/sites/default/files/elme/full-directors-toolkit-timeline-events-8-26-14.pdf)

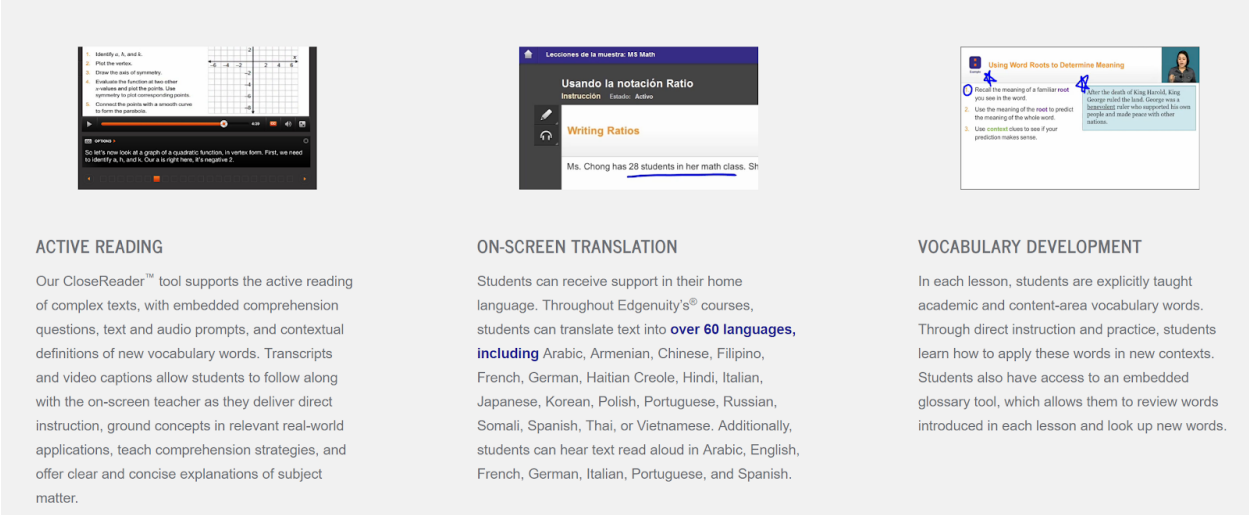
b. Specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students;

It is important to Success BLC to implement the ELL program with strategies grounded in research and in accordance with Indiana requirements. An advantage of our program is the immediate accessibility of lessons specifically designed for any student's needs. These lessons are easily adapted as the student's language skills develop. Instructional, evidenced-based strategies embedded in the program are as follows:

- Pret-teach and provide multiple exposure to vocabulary and content
- Teach pre-reading strategies to build comprehension
- Provide explicit instruction
- Use visuals, models, graphic organizers

- Activate background knowledge
- Make instruction accessible
- Model metacognitive strategies
- Provide opportunities to practice skills in safe setting
- Adapt lessons and material
- Provide instructional support for the close reading of texts
- Use home language strategically (Edgenuity provides content in multiple languages)

Our content provider Edgenuity offers 3 dynamic supports for ELL Students.



(Source: https://www.edgenuity.com/special-populations/#english-language-learners)

c. Plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services;

As described in previous sections of this application, the powerful partnerships with Edgenuity, Pulse Software, and NWEA MAP® Suite provide relevant data to differentiate instruction. These same robust tools help us to understand and progress monitor student's acquisition of the English language.

d. Means for providing qualified staffing for ELL students.

Success BLC will follow the guidelines of the Indiana Department of Education in regard to the requirements of hiring highly-qualified, certified staff. Success BLC will also investigate and determine the use of Title funds as prescribed in federal law. General funds may also be utilized in supporting ELL instruction.

4. Explain how the school will identify and meet the learning needs of students who are performing below grade level and monitor their progress. Specify the programs, strategies, and supports you will provide for these students.

Please refer to **Question # 3 under High School Graduation Requirements and Postsecondary Readiness.**

5. Explain how the school will identify and meet the needs of intellectually gifted students, including the following:

a. Specific instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities;

As a high school program specifically designed to differentiate and customize to EACH student, we believe it is just as important to provide interventions/opportunities for our advanced students as it is for our at-risk students. Identification for intellectually advanced students is the same as for any student. Our RMs and teachers carefully monitor progress and help to match students with the appropriate options to further advance using Edgenuity, Pulse, and NWEA data points along with teacher input. We offer the following programs for our advanced students or for students who excel in one particular area:

Differentiated Instruction: Success BLC can easily adjust, modify and provide extensions to lessons to provide a higher level of challenge. Success BLC's staff are specifically trained in differentiated instruction as it is the cornerstone of our program.

Dual Enrollment: In collaboration with colleges and universities, dual enrollment credit is available for students who are identified as needing additional challenges and opportunities.

Total number of eligible courses allowed per year by grade at the time of the first dual Enrollment. (Per: IC 21-43-1-2.7)

Year at postsecondary	Begins taking courses in grade 9.	Begins taking courses in grade 10.	Begins taking courses in grade 11.	Begins taking courses in grade 12.
1st Year	2	2	4*	6
2nd Year	2	4	6*	-
3rd Year	2	4	-	-
4th Year	4	-	-	-
Total Courses	10	10	10	6

Test-Out: A high school student who wishes to test-out of a course in which s/he is not enrolled may do so by taking the final examination for the course and receiving a grade of at least C+ or by demonstrating mastery of the subject matter as determined by Success BLC assessment used in lieu of a final examination. Credit for a course earned by a student through this process may be used to fulfill a course or course-sequence requirement. Such a credit will be counted toward the required number of credits needed for graduation but will not be used to determine the student's GPA.

b. Plans for monitoring and evaluating the progress and success of intellectually gifted students; and

Center directors, RMs, and teachers will monitor students using our data-driven model of instruction and assessment (explained in previous questions). However, it is important to note, at Success BLC we believe all students are gifted in their own unique way. It is the job of our high skilled staff to help students identify and cultivate those gifts and talents to their full potential.

c. Means for providing qualified staffing for intellectually gifted students.

Success BLC is committed to hiring highly qualified staff to accommodate all students. As needs of students become evident, Success BLC will recruit the appropriate staff qualified to nurture and enhance students' unique needs, as well as seek opportunities which foster hope, renewed excitement and aspirations for the future.

Admission Policy and Criteria

1. Explain the plan for student recruitment and marketing that will provide equal access to students and families interested in the new school. Specifically describe the plan for outreach to families in poverty; academically low-achieving students; students with disabilities; homeless students; and other youth at risk of academic failure.

Success BLC has developed an actionable, strategic plan for the recruitment of students. Unlike most schools, Success BLC will take a different approach to educating families, and students about the program, and the impact it has on changing lives and outlook. Success BLC has learned from its proposed management company, whose student population doubled in size since its inception, that we are marketing to a group of students who are independent and non-traditional in nature. Because of this, these students look to their friends and social media for guidance in making choices. The robust tools of social media today allow for the identification of specific populations in specific areas. In maximizing these tools, collecting data on effective campaigns and staying ahead of the ever changing world of social media, we successfully reach students who long for an opportunity like Success BLC.

Success BLC will focus time and energy on implementing social media campaigns that focus on student needs and wants for their next educational decision. Taking what has been learned from the management company, Success BLC will utilize social media to instill hope in students, inspire success for a brighter future both during school years and beyond, and showcase why Success BLC is different from their other educational experiences. Success BLC will utilize their efforts on these social media strategies along with the testimonials of students and their successes. We know social media is the word of mouth of today, and utilizing this tool to its full potential will not only market to our target population, but it will also build that hope for students who may otherwise give up on completing their high school education. Our successful students are the primary recruitment tool for Success BLC.

2. Provide, as **Attachment 5**, the school Admission Policy, which should include the following:
   a. Tentative dates for the application period and enrollment deadlines and procedures, including explanation of how the school will receive and process Intent to Enroll forms;
   b. A timeline and plan for student recruitment/engagement and enrollment;
   c. An explanation of the purpose of any pre-admission activities for students or parents; and
   d. Policies and procedures for student waiting lists, withdrawals, re-enrollment, and transfers.

Please see **Attachment 5** for Admission Policy.

Student Discipline

1. Describe the philosophy of student discipline that supports your school model. Discuss how parents will be informed of the school discipline policy.

Success BLC will inform students of the school discipline policy through the student/parent handbook in **Attachment 6**. Each student and parent will sign a recognition of receipt of this document to ensure all parties are properly educated.

However, it is important to take notice that Success BLC simply has very minimal to no discipline issues or events each year. Most students come to Success BLC for a second chance; a chance to modify their future story into one of success and accomplishment. We deliberately staff our centers to accommodate an average of 5 students per teacher and approximately 10 total in a center at a time. Students come to the center for help, encouragement and support, not to create issues or interrupt learning. If problems do occur, we are committed to using the restorative circle process to develop solutions and safeguards for all involved.

We do understand that appropriate policies do need to be in place to address behavior. Success BLC's student/parent handbook outlines these in details and is provided in **Attachment 6**.

2. Provide, as **Attachment 6**, the school discipline policy, which should include the following:
    a. Practices the school will use to promote good discipline, including both penalties for infractions and incentives for positive behavior;
    b. A preliminary list and definitions of the offenses for which students in the school must (where non-discretionary) and may (where discretionary) be suspended or expelled, respectively;
    c. An explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings; and
    d. Procedures for due process when a student is suspended or expelled as a result of a code of conduct violation, including a description of the appeal process that the school will employ for students facing expulsion.

Please **see Attachment 6** for full student handbook with student discipline policies provided within.

Parent & Community Involvement

1. Describe the role to date of any parents and community members involved in developing the proposed school.

For additional information please refer to **School Overview Community Engagement section.** We know and understand that our job, in addition to providing excellent education for our students, is to seek input and guidance from our families, our students, and our community. Success BLC will continue to search for additional opportunities to share our mission and cultivate community in an effort to build the very best possible environment for our students. Please see below for additional information on how we intend to continue our community engagement efforts.

2. Describe how you will engage parents and community members from the time that the operator is approved through the opening of school(s).

Keeping parents and community members excited, engaged and involved in the opening of the school is an important component of future success. From the time of approval until opening, we will launch informational sessions through social media avenues. Social media is one of our most effective ways to not only reach parents and community members, but to reach the students we serve.

In addition to initiating a social media campaign, informational meetings (both virtual and in person) will be held to give all stakeholders an understanding of the program, its benefits, and the enrollment process. As enrollment is completed, parents and students will be welcomed into our center sites (when complete) to familiarize themselves with the center and all it has to offer. Parent input and involvement in the marketing and opening of the school will be essential. In addition,focus groups will be an important means of learning about the area and its unique needs.

From the onset, community relationships will be created with the hope of forming lasting alliances that inspire our underserved population. Success BLC knows we cannot do this alone. We understand the importance of community, parental involvement, and strong relationships. These are pivotal components to our school and student success.

3. Describe how you will engage parents in the life of the school (in addition to any proposed governance roles described in Section 2 below). Explain the plan for building family-school partnerships that strengthen support for learning and encourage parental involvement. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents.

Success BLC is committed to student success and integral to fulfilling that commitment is a focus on parental involvement. Success BLC understands that in any virtual program, parental involvement is not only a contributing factor to a student's forward momentum, but essential for continued success. Because it is such a fundamental necessity, Success BLC provides each student with a Relationship Manager who functions much like a learning coach. This is uniquely different from the model in many virtual schools that consider the parent the learning coach but do not provide a well-trained RM. Success BLC believes both are highly necessary and integral to a student's progress. This special partnership between relationship manager and parent provides a dynamic team working collaboratively for the success of each student.

Relationship Managers will be in frequent and regular communication with families and, together, they will develop and implement the most effective learning strategies for each student. The parent can be assured that these carefully produced plans will be adhered to any time a student works at the center. This supervised center component adds an additional layer of accountability for the school, the families and most importantly the students.

Some additional examples of opportunities for involvement are as follows:

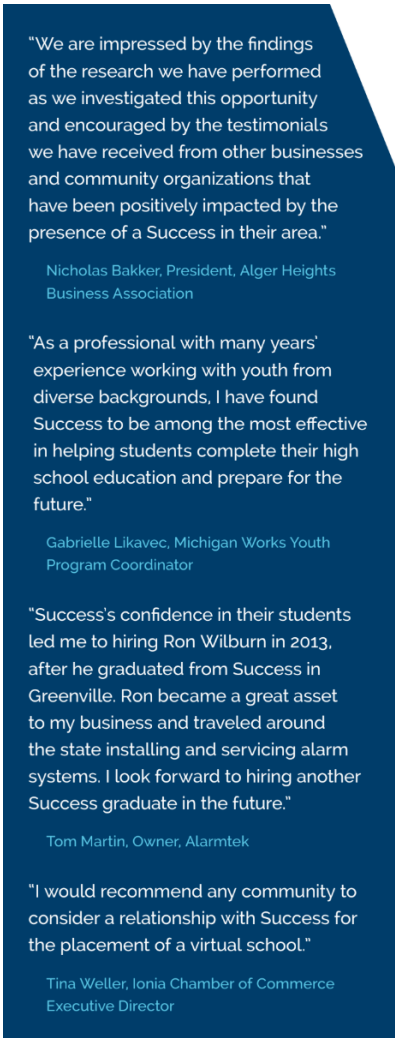
- Serving on the board of directors.
- Serving on school committees.
- Attending Board and other Success BLC meetings.
- Participating on ad-hoc committees to address specific issues.
- Providing feedback on the quality of education.

At Success BLC, another important role of the parent is to evaluate and offer feedback on the day-to-day operation of the school, both online and offline as well as in the centers. Additionally, an annual parent survey will be conducted to determine satisfaction with overall experience and programming. The survey will include questions regarding the curriculum, instruction, virtual and center components, administration, support, quality of materials, student progress, student attitude towards learning, communication, and interaction with other Success BLC parents. The results of the survey will be shared with all Success BLC families, and areas of concern addressed through the development of ad-hoc committees as mentioned above.

4. Discuss the community resources that will be available to students and parents. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning opportunities. Include, as **Attachment 7,** existing evidence of support from intended community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts.

Success BLC is in contact with the below-listed agencies. These agencies represent a diverse group of organizations who have a heart for at-risk students in the community. Success BLC intends to work with these community partners to form solid, lasting relationships that are cultivated as individual student needs and circumstances arise. Many of these organizations have been or will be contacted to introduce Success BLC and its aspiration to become a part of the South Bend Community. Please see **Attachment 7** for letters of support.

Below are testimonials from a few of our Michigan-based business/organization partners. As you can see, working with the community and forming relationships is important to not only Success BLC, but also the organizations themselves.



Educational Program Capacity

1. For any school expected to open for the 2019-2020 school year, identify the key members of the school and management team's leadership. Identify *only* individuals who will play a substantial and ongoing role in school development, governance and/or operation, and will thus share responsibility for the school and/or network's educational success. These may include current or proposed governing board members, school leadership/management, CMO management, and any essential partners who will play an important ongoing role in the school's development and operation.

Full Name	Current Job Title and Employer	Position with Proposed School
Dallas Bell	Co-founder of Success Virtual Learning Centers and Success Learning Management, LLC	COO of Educational Service Provider
Anita Bell	Co-founder of Success Learning Management, LLC	Director of Marketing
Travis Gostinger	Summit Management Consulting, LLC, co-founder Success Learning Management, LLC	CEO of Educational Service Provider
Kristen Crawford	Community Engagement	Director of Community Engagement
Maxim Shafix	Accountant From the Summit Management Consulting	Director of Accounting
Frank Sebastian	Director of Administration and Human Resources	Director of Administration and Human Resources
Heather Willey	Legal Counsel Barnes & Thornburg LLP	Legal Counsel for Educational Service Provider
Kristen Kinder	OEM Account Manager • Acme Electric Division of Hubbell Electric	Board President
Harold Swanagan	Notre Dame Director of Men's Basketball Operations	Board Vice President
Johanna Gregory	Spanish Teacher, Penn High School	Board Secretary/Treasurer
Kristen Cassidy	Boys and Girl Club	Board Member
TBD		Regional Center Director
TBD		Center Directors (2)
TBD		School Legal Counsel

Describe the team's individual and collective qualifications for implementing the school design successfully, including capacity in areas such as:

- School leadership, administration, and governance;
- Curriculum, instruction, and assessment;
- Performance management; and
- Parent and community engagement.

Our team is comprised of a remarkably diverse set of professionals including parents, educators, lawyers, school superintendents, finance professionals, business owners, educational grant writers, charter school leaders, and community residents. The applicant group collectively has over 100 years of educational experience and has founded

and led numerous successful public and charter schools in the state of Michigan. In addition, the group has an innovative approach to education that focuses on at-risk populations and non-traditional students. The team is highly successful in providing innovative ways to foster long-term educational success for students. As well, university level expertise and business professionals are also included in our diverse team.

Describe the group's ties to and/or knowledge of the target community.

2. Describe the operator's current or planned process for sourcing and training potential school leaders for schools opening in subsequent years. Explain how you have developed or plan to establish a pipeline of potential leaders for the network as a whole. If known, identify candidates already in the pipeline for future positions.

Success Learning Management, LLC plans to utilize newspaper advertisement, internet advertising, widely-recognized job recruitment websites (including but not limited to k-12 job spot, Indeed, Monster.com, Education Week, and LinkedIn), social media, and word of mouth through our teacher population to create a pipeline of candidates. Additionally, we intend to explore job fairs at highly-acclaimed colleges and universities in an effort to recruit only the most qualified, highly-effective staff possible.

Training potential school leaders in the climate and culture of our model, along with essential leadership skills needed to be forward thinkers in this ever-changing world of technology and education, is paramount. Success Learning Management LLC is fortunate in that our model remains the same in any location. Because of this, we are able to use a coaching model to train OR develop leaders within the organization as well as leaders new to Success. Additionally, individual plans are made for staff in an effort to identify areas of professional development need. Just as we do for our students, we treat each staff member as a unique individual with a diverse set of gifts and talents.

3. Identify any organizations, agencies, or consultants that are partners in planning and establishing the school, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the school's development.

Community engagement is an ongoing process for us. Organizations and community leaders (listed later in the application) are just the beginning of our engagement. We will continue to receive input from the community, our advisors, students and parents. Their roles will introduce us to supporting agencies that can help our students with jobs, further career training, provide expertise for future Board Membership, communicate to students and families that may need our support, and act as a referral for center staff. While we have not connected or received advice yet from all the organizations, we seek to continue to reach out as well as others they refer us to. We continue to build partnerships not only for our students work placement but also to provide services to the school and our families.

4. Identify the principal/head of school candidate for each school projected to open in 20__-__ and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. Also provide, as **Attachment 8,** the resume and professional biography for this individual. Discuss the evidence of the leader's ability to effectively serve the anticipated population.

If no candidate has been identified, provide the job description or qualifications and discuss the timeline, criteria, and recruiting and selection process for hiring the school leader.

Criteria for identifying leader is as follows:

- Administrative certificate and teaching certification (secondary focus).
- Passion for at-risk youth.
- Experience in serving underprivileged youth as well as identifying and implementing strategies for interventions for at-risk youth populations.
- Innovative spirit with a growth mindset.
- Ability to identify and provide alternative program options for youth.
- Ability to identify local resources in which to partner.
- Strong understanding of the correlation between positive adult interaction and student success.
- Skilled in coaching individuals and developing individualized life goals.
    - Hiring process will be followed as outlined in the answer to question #26.

See **Attachment 8** for complete job description of the Regional Director (Head of school) and **Attachment 9** for a complete description of the Center Director (Head of individual centers).

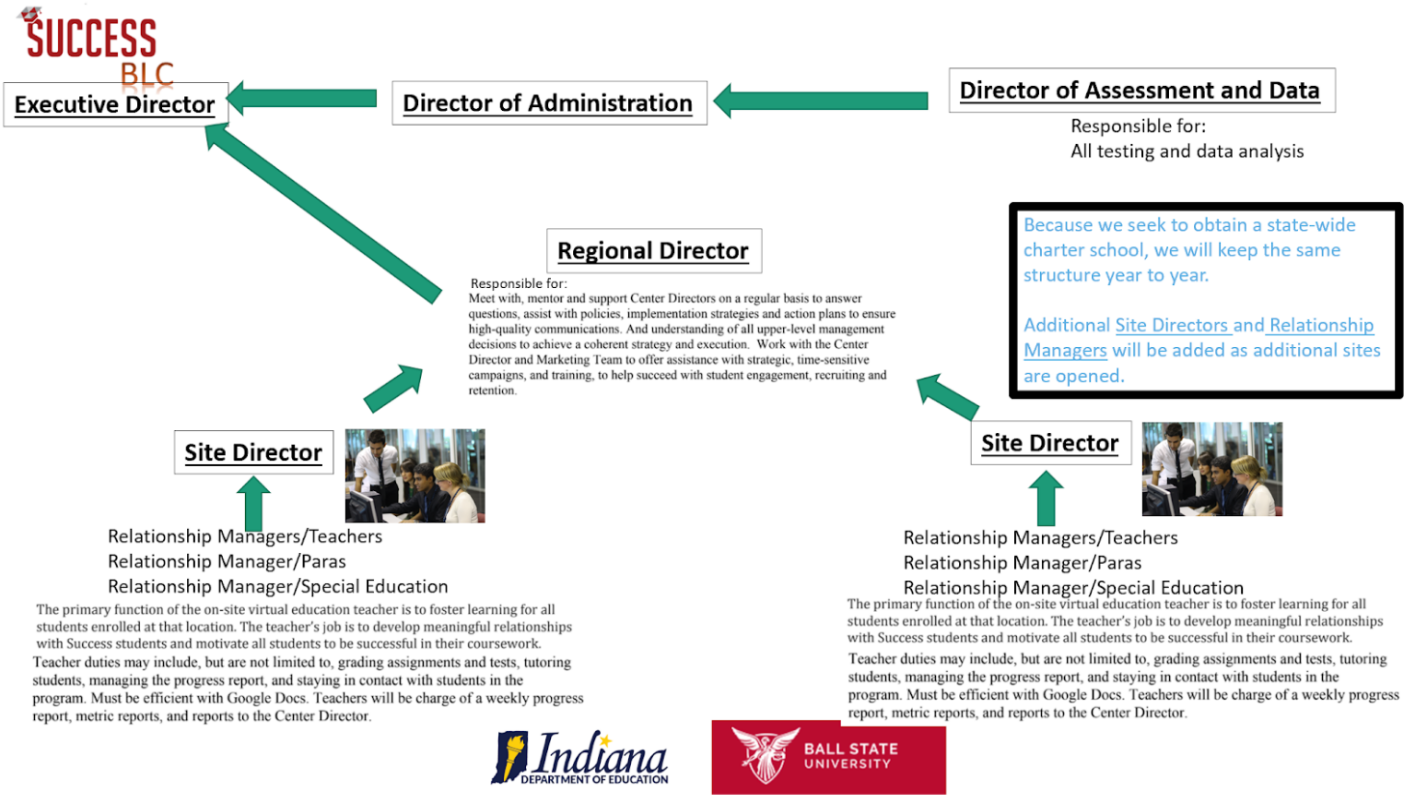
The team is currently recruiting and working with our human resource team to recruit qualified leaders for this position. Additionally, the team is currently spending a considerable amount of time in the South Bend area, networking with local agencies to identify not only a leader who has a passion for at-risk students, but also a leader who has an understanding and heart for the South Bend area. Upon approval of our application, a leader will be identified (final approval of Ball State University Charter School Board)

5. Describe the responsibilities and qualifications of the school's leadership/management team beyond the principal/head of school. If known, identify the individuals who will fill these positions and provide, as **Attachment 9,** the resumes and professional biographies for these individuals. If these positions are not yet filled, explain the timeline and process for recruitment and hiring, and provide the job description or qualifications for these positions.

Please see **Attachment 9** for descriptions of staff beyond the principal/head of school. Currently, these positions are not filled but candidates will be actively sought upon approval of a charter and the open enrollment period. Once enrollment numbers are determined, final candidate selections will be made. The process for hiring can be found in **Staffing Plans, Hiring, Management and Evaluation section question # 3**

6. Explain who will work on a full-time or nearly full-time basis immediately following assignment of a location to lead development of the school(s) and the plan to compensate these individuals.

Please see **Attachment 9** for a complete list of personnel, specific job responsibilities and qualifications. See below example of the school organization, which also can be found in **Attachment 11.** Relationship Manager's hiring will commence as soon as the enrollment period and random drawing selection (if needed) is complete. The Site Directors will be hired immediately upon approval of charter and work on a full time basis. Please see F**inancial section** for information regarding compensation as shown in the budget worksheets and narrative.



Section 2. Operations Plan & Capacity

Provide the following information about the organization or network growth plan and capacity to carry out that plan with quality and integrity.

Network Vision, Growth Plan, & Capacity

1. Describe the organization or network strategic vision, desired impact, and five-year growth plan for developing new schools in Indiana and other states, if applicable. Include the following information, regardless of school location: proposed years of opening; number and types of schools; any pending applications; all currently targeted markets/communities and criteria for selecting them; and projected enrollments.

Success Learning Management, LLC and Success BLC together will strive to remove barriers to academic achievement and see each student graduate from high school. Our team works to help students realize a brighter future through real-world experience. Success Learning Management, LLC is passionate about youth who are at risk of failure and about preparing them to succeed in their K-12 education and beyond.

Success Learning Management, LLC's vision for all school are as follows:

- We provide a safe and positive place for student success.
- We build a plan for each student.

- We listen to our students because their stories matter to us.
- We grow to serve our community.

At Success, we will not accept the status quo that at-risk youth can't succeed. The data has proven over and over, from Grand Rapids, Flint, and Pontiac to the shores of Escanaba with a graduation rate of 65.7% for students who have already dropped out at least once. The data for K-12 show that Michigan (currently where all our schools ar located) and many other states are lagging behind in many areas for our youth to be job and college ready. Many of life's soft skills such as showing up on time to work, relationships, shaking hands and interviewing are not being taught. This is setting up our at-risk youth to fall even further behind and increasing the drop-out rate. These are the areas and communities Success Management LLC looks for in target markets and communities.

The Success system can be duplicated in any community. It is a scalable system that solves many of the issues that contribute to high school dropout rates. Please see below graph for the organizational overview, current enrollment, centers in operation and 5 year enrollment/growth projections. More information will be provided in the **Portfolio section** of this application.

Organizational Information

Success Collaborative Partnership with Berrien Springs Public Schools	Success VLC of Michigan	Success BLC of Michigan	Success BLC of South Bend
Founded in 2012 with 1 center	Opened in January, 2017	Opening in Fall 2019	If Approved Opening in Fall 2019
Partnership: Berrien Springs Public Schools	Authorizer: Vestaburg Community Schools	Authorizer: Eastern Michigan University	Authorizer: Ball State University (if approved)
Enrollment: 1587	Enrollment: 1482 Students	Projected Enrollment:200 Students	Projected Enrollment:200 Students
5 Year Projection: 1800	5 Year Projection: 3500	5 Year Projection: 1000 Students	5 Year Projection: 1000 Students
See Below Center Information	Any student from the Partnership or VLC may attend these centers	Currently 2 Centers: Jackson & Saginaw	Currently 2 Centers: Greater South Bend/Mishawaka
		Projected 5 year growth: 5 Centers	Projected 5 year growth: 5 Centers

School/ Center Name	Center Address
Menominee	955 1st Street, Menominee, MI 49858
Escanaba	1620 Ludington Street, Escanaba, MI 49829
Three Rivers	210 Enterprise Drive, Three Rivers, MI 49093
GR - Alger	2431 Eastern Avenue, Grand Rapids, MI 49507
GR - Alpine	3233 Alpine Avenue NW, Grand Rapids, MI 49544
GR - Fuller	1260 Ekhart Street NE, Grand Rapids, MI 49503
Central Montcalm	710 N. State St., Stanton, MI 48888
Belding	9057 Belding Rd. #2, Belding, MI 48809
Vestaburg	7188 Avenue B, Vestaburg, MI 48891
St. Louis	227 N. Mill St., St. Louis, MI 48880
Tri County	412 E. Edgerton Rd. Howard City, MI 49329
Lakeview	9720 N. Greenville Rd., Lakeview, MI 48850
Muskegon	950 W Norton Ave C, Muskegon, MI 49441
Port Huron	514 McMorran Rd. Port Huron, MI 48060
Waterford/Pontiac	945 W. Huron Street Waterford, MI 48328
Flint	1850 S Dort Hwy Flint, MI 48503
Hazel Park	21800 John R Road Hazel Park, MI 49441
Monroe	1000 S. Monroe St. Monroe, MI 48161
GR - South	4328 Kalamazoo Ave. S.E., Grand Rapids, MI 49508
Lansing - West	5433 W. Saginaw Highway, Lansing, MI 48917
Lansing - South	2501 S. Cedar Street, Lansing, MI 48910
Taylor	Opening March, 2018
Hamtramak - GEE Preparatory	9133 Joseph Campau Ave. Hamtramck, MI 48212

2. If the existing portfolio or growth plan includes schools in other states, explain specifically how Indiana fits into the overall growth plan.

Proximity, shared data and a passion for educating all students, especially at-risk students, has encouraged our team to seek a presence in Indiana and to include South Bend in our overall growth plan. We believe we can't continue to allow 20% of our communities' kids to be left behind. Success has a workable, scalable, affordable and proven solution available. Because of the proven-center model, our growth can occur quickly as needs arise in a community. We are seeking a statewide charter school using the blended learning center concept, and as such, the expansion of these centers can occur organically as concentrated groups of students in a particular area become evident. The above table shows our current overall growth plan.

3. Provide evidence of organizational capacity to open and operate high quality schools in Indiana and elsewhere in accordance with the overall growth plan. Outline specific timelines for building or deploying organizational capacity to support the proposed schools.

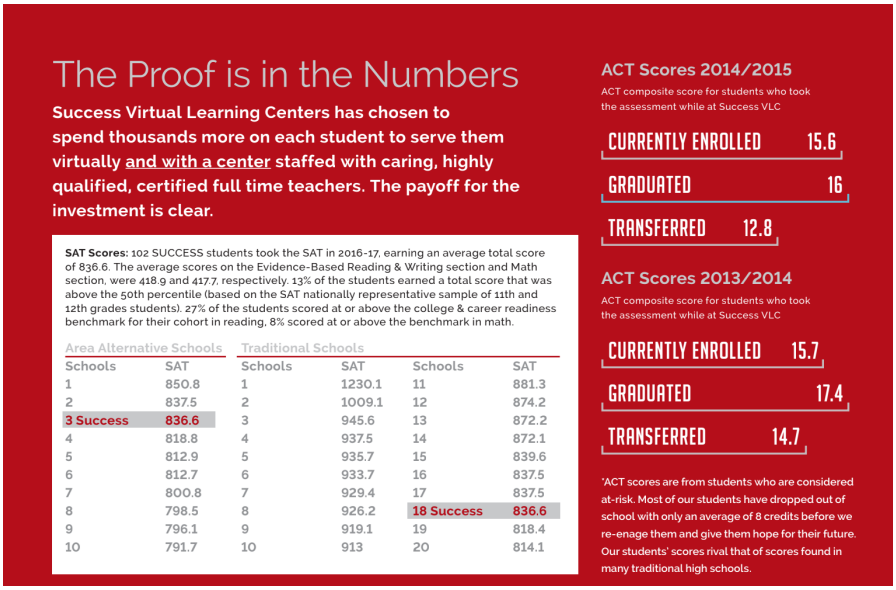
"Success Learning Management, LLC is a proven management company serving over 3000 students in 22 locations across Michigan. Success Learning Management, LLC strives to remove barriers to academic achievement and seeks to see each student graduate from high school. Success Learning Management, LLC is passionate about youth who are at risk of failure and about preparing them to succeed in their k-12 education and beyond. "
(Source: https://www.successlearningmanagement.com/)

In **Question 1** of this section, you will see a list of schools and centers currently operated and managed by Success Learning Management, LLC and those proposed. These schools and potential schools were started specifically because of the lack of alternative modes of learning in their areas. With high dropout rates and school failure on the rise, these areas were in need of a non-traditional option for education that supported youth with a model that was different from the one that was currently available.
(Sources: https://www.successlearningmanagement.com/)

Based on experience with over 20 blended learning schools in Michigan, we know quality growth is based on obtaining the following:

- Quality school teachers
- Competent and effective school leaders
- Community and political support
- A high-quality student recruitment plan
- A quality school site location
- Sufficient capital to support school start-up and enrollment gaps

Below are statistics from some of the currently enrolled students in these schools/centers.



(Source:https://www.successlearningmanagement.com/)

4. Discuss the results of past replication efforts and lessons learned – including particular challenges or troubles encountered; how you have addressed them; and how you will avoid or minimize such challenges for the proposed schools.

Past replication efforts have been a successful process and a great asset to the communities involved. Our biggest challenge to date is assuring that all students have access to our centers. Our centers are one of the ingredients of our recipe to success. We want every student to have a center in close proximity to benefit from the blended learning environment we know is successful. To overcome this challenge, we have worked diligently to replicate a model that is transferable to other areas and have developed the building, construction, and finance combination to allow a center to develop in just 4 months time. See **Facility section** for more information.

5. Discuss the greatest anticipated risks and challenges to achieving the organization's desired outcomes in Indiana over the next five years and how the organization will meet these challenges and mitigate risks.

As with any new site(s), knowing the area and community is key. Our goal is to integrate into communities as positive and effective alternatives for at-risk students. To address the challenges that our students face, we are committed to finding board members who are passionate not only for at-risk students, but also for the area and community in which the students reside. We are devoted to developing partnerships with local community and mental health organizations. And finally, we are determined to partner with local businesses to understand work skill needs, incorporate internships, develop mentorships, and create opportunities for students.

6. Provide, as **Attachment 10**, the organization's annual reports for the last two years and any current business plan for the organization or network.

Please find in **Attachment 10**, the following:

- Success VLC of Michigan's annual report (only 1 year available)
- Berrien Springs annual report (please keep in mind these reports include students from ALL of Berrien Spring's programs)

Network Management

1. Identify the organization's leadership team and their specific roles and responsibilities.

Full Name	Roles/Responsibility
Dallas Bell	Co-founder of Success Virtual Learning Centers and Success Learning Management, LLC **Responsible for** strategic planning and goal setting for organization.
Doug McNeil	Legal Counsel (Saunders, Winter, McNeil Law Firm), co-founder Success Learning Management, LLC **Responsible for legal counsel of management company.**
Anita Bell	Co-founder of Success Learning Management, LLC **Responsible for** marketing and student recruitment
Travis Gostinger	Summit Management Consulting, LLC, co-founder Success Learning Management, LLC,; **Responsibility:** Executive Director Success Learning Management
James Bermingham	Former Superintendent, Berrien Springs Public Schools, **Responsibility:**

	Educational Consultant
Robert Giordano	Co-founder Success Learning Management, LLC **Responsibility:** Real Estate and Finance Acquisition
Kristin Crawford	**Responsibility:** Community Outreach
Kristi Teall	Superintendent of St Louis Public Schools. **Responsibility:** Weekly student achievement data validation

2. Explain any shared or centralized support services the network organization will provide to schools in Indiana. Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among schools, and specific service goals. How will the organization measure successful delivery of these services? (In the case of a governing board proposing to contract with a management organization, service goals should be outlined in the term sheet and draft contract which will be provided in **Attachment 16**).

The governing board of **Success BLC** plans to contract with Success Management, LLC to provide management as detailed by the criteria in **question #2** above.

- **Attachment 16 A** - Proposed Management Contract
- **Attachment 16 B** - Term Sheet
- **Attachment 16 C Legal Document for ESP**
  - **Foreign Registration Statement**
  - **Certificate of Licensing and Regulatory Affairs**
  - **Certificate of Assumed Name**
  - **Operating Agreement**

3. Using the table below, summarize school- and organization-level decision-making responsibilities as they relate to key functions, including curriculum, professional development, culture, staffing, etc.

Function	**Network/Management Organization Decision-Making**	**School Decision-Making**
Performance Goals	Overall performance goals based upon the organization as a whole and for schools by state	School performance and student academic goals established for Success BLC AND individual centers based upon baseline data
Curriculum	The organization utilizes Edgenuity as its curriculum content provider aligned with the standards of each state	Each school may utilize curriculum for interventions specific to their students' needs as approved by the board. The board will approve all curriculum content prior to implementation
Professional Development	Professional Development shared as it relates to the organization as whole	Individual Professional Development opportunities are developed to

		address school improvement goals, teacher need, and areas identified by the satisfaction survey
Data Management and Interim Assessments	Data Management and tools will be developed by the organization in collaboration with Regional Directors (RDs)	Schools will determine Interim assessment and how they will be administered
Promotion Criteria	Basic process and procedures are developed in templates formatted with the essential components of promotion criteria.	Each school will need to modify promotion criteria to meet individual state requirements. Promotion criteria needs to approved by the board
Culture	An overall culture of caring is a non-negotiable component of the organization	Individual schools may need to implement programs and training to nurture that culture of caring.
Budgeting, Finance, and Accounting	The organization will guide and help with financing as well as systems to accomplish accounting tasks	Each school board is responsible for all fiduciary aspects of the school.
Student Recruitment	Process, procedures and marketing are developed at the organizational level.	Enrollment, number of students, lottery guidelines and admission policies are board approved
School Staff Recruitment and Hiring	This is done at the organizational level as a centralized service in collaboration with the schools	
H/R Services (payroll, benefits, etc)	This is done at the organizational level as a centralized service	
Development/ Fundraising		Fundraising is done at the school level when needed or appropriate
Community Relations	This is done at the organizational level as well as the school level	This is done at the organizational level as well as the school level
I/T	This is done at the organizational level as a centralized service	
Facilities Management	This is done at the organizational level as a centralized service	Individual facility circumstances will be addressed as they arise.
Vendor Management / Procurement	This is done at the organizational level as a centralized service	Individual schools and sites may have individual needs
Other operational services, if applicable	This is done at the organizational level as a centralized service in collaboration with the schools	This is done at the organizational level as a centralized service in collaboration with the schools

4. Provide, as **Attachment 11**, the following organization charts:
    a. Year 1 network as a whole (including both network management and schools within the network)
    b. Year 3 network as a whole
    c. Year 5 network as a whole
    d. Year 1 school-level organization chart for the proposed 2019-2020 school
    e. School-level organization chart at full expansion for the proposed 2019-_ school.

The organization charts should clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the governing board, staff, any related bodies (such as advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the schools. The school-level organization charts should likewise present clear lines of authority and reporting within the school. If the school intends to contract with an ESP, clearly show the provider's role in the organizational structure of the school. Explain how the relationship between the governing board and school administration will be managed.

The governance structure of the school will remain consistent with the guidelines set forth by the state of Indiana and the school authorizer. The governance structure is outlined in **Attachment 11.** Also in **Attachment 11** is a sample organizational chart from our Michigan-based schools.

Governance

Legal Status and Governing Documents

Describe the legal status of each proposed school, including whether the entity proposing to hold the charter is already incorporated as a nonprofit and whether you have obtained federal tax-exempt status. Provide the following in **Attachment 12**: a copy of the Articles of Incorporation for the entity proposing to hold the charter (if filed), proof of non-profit status and tax exempt status (or copies of your filings for the preceding items), as well as copies of the proposed board bylaws and policies. As **Attachment 13**, provide a completed and signed Statement of Assurances.

Please see **Attachment 12** for the following:

- Bylaws
- Certificate of Existence
- 1023 Checklist
- Form 2848
- Form 1023
- Attachments to 1023
- EIN Notification
- Receipt of Filing
- Certificate of Incorporation
- Article of Incorporation Filing

and Attachment 13 for legal documents and signed Statements of Assurances.

Governing Board

1. Explain the governance philosophy that will guide the board, including the nature and extent of involvement by key stakeholder groups.

Success BLC's governance philosophy will help to guide decisions, create a pathway to success and ensure a financially sound institution surrounded by a culture of caring. In order accomplish this, the board holds true to the following:

- Decisions must be made in the best interest of students
- The vision, mission and strategic plan are the pathway to success
- All students can learn, achieve success, and be inspired
- We must seek first to understand issues and respectively listen to all voices
- We shall be good stewards of the dollars our public entrusts to us
- All stakeholders (parents, students, teachers, community members) are an integral part of the school and are invited and encouraged to be involved
- And most importantly, we believe all student have hope for a brighter future with Success BLC

2. Describe the governance structure at both the network and individual school levels.

a. Will each school/campus have an independent governing board, or will there be a single network-level board governing multiple schools? If there will be a network-level board, discuss the plan for satisfying the statutory requirement that a parent of a child at each school serve on the governing body.

Success BLC of South Bend will operate as one school with multiple centers. Because we are a single entity, there will be one governing board.

b. Describe the size and composition (current and desired) for each board. Explain how the proposed governance structure and composition will help ensure that there will be active and effective representation of key stakeholders.

Success BLC's goal is to have a board that consist of 5-7 members. Currently the board consists of four members, and recruitment of additional board members is underway. Our end-in-mind is to create a governance composition that represents individuals with a heart for the community, an understanding of financial responsibilities and the desire to increase student achievement and success. Board member roles are as follows:

- President
- Vice-President
- Treasurer
- Secretary

c. Discuss the powers and duties of the governing board(s). Identify key skills, areas of expertise, and constituencies that will be represented on the governing board(s).

Success BLC's desire is to have an effective board with the following powers and duties:

- Sets the strategic vision for the school along with goals to accomplish that vision
- Defines the goals and objectives while setting priorities and direction for achieving those goals
- Evaluates and ensures proper resources are available to accomplish strategic vision
- Elects leadership within the board and defines roles with outlined responsibilities
- Contributes to the evaluation of school leadership in collaboration with the ESP
- Sets, approves and amends annual budget as a fiduciary responsibility
- Seeks board training in order to be effective and efficient with empowering school to carry out the strategic vision of the school

- Compliance

In order to effectively carry out the above governance, the board will need to be well-rounded and have expertise/knowledge in the following areas:

- Financial
- Educational
- Student Achievement
- Setting Policy
- Vision Planning

And represent the following stakeholders:

- Parents
- Community Members
- Business Owners
- Hearts for At-Risk Youth

d. Explain how this governance structure and composition will help ensure that a) the school will be an educational and operational success; and b) the board will evaluate the success of the school and school leader.

In a recent article showcased in greatschools.org, "What makes a great school board member", the following were highlighted as signs of effective board members moving a school forward and educating all students to the best of their ability.

Qualities of an effective school board member

- "Great school board members have a clear vision for the district. They set the vision and goals, and measure the success of the district and superintendent against the goals.
- Great school board members communicate their actions to the community. Through public discourse and written reports, great school board members keep the public informed of the district's progress and challenges.
- Great school board members work as a team. They collaborate well with others and are respectful of the other board members and superintendent.
- Great school board members adopt a fiscally sound district budget. They pay attention to finances and regularly monitor the fiscal health of the district.
- Great school board members focus on what is best for all students. They focus on student achievement and implementing policies that will ensure success for all students.
- Great school board members advocate at the local, state and national level for public education. They take advantage of opportunities to communicate the needs of public schools to other levels of government and advocate for strong public schools."

(Source: https://www.greatschools.org/gk/articles/what-makes-a-great-school-board-member/)

These criteria will be utilized to formulate the Success BLC board and is the criteria that will foster an educationally sound and operationally successful school.

Essential to any school and its success is the presence of a strong leader. The board will work in collaboration with the ESP to evaluate the school leader for effectiveness. When doing this, the board will utilize the administrative evaluation provided in **Attachment 18** and will also evaluate progress toward the strategic mission, vision and goals.

3. List all current and identified board members and their intended roles (adding rows as needed).

Full Name	Current Job Title and Employer	Position
Kristen Kinder	OEM Account Manager • Acme Electric Division of Hubbell Electric	Board President
Harold Swanagan	Notre Dame University Director of Men's Basketball Operations	Board Vice President
Johanna Gregory	Spanish Teacher, Penn High School	Board Secretary/Treasurer
Kristen Cassidy	Boys and Girls Club	Board Member
TBD		

Summarize members' interests in and qualifications for serving on the school's board. In **Attachment 14**, provide a completed and signed Board Member Information Sheet for each proposed Board member. Include resumes and professional biographies where needed (if a board member's resume is attached elsewhere in this application, state so on the Information Sheet).

Please see **Attachment 14** for board information sheets and conflict of interest documents**.** We are excited to also welcome Kristen Cassidy to the Success BLC board. Kristen's board information sheets will be available shortly.

Through community engagement, Success BLC's board has developed into a diverse group of highly respected, professional individuals. These individuals have one thing in common, they have a heart for at-risk students and want to see students move on to graduation and a bright future.

Kristen Kinder: A former spanish teacher, now works for Acme Electric. She has a passion for at-risk youth, is committed to the South Bend community and hopes for a systemic change in education that supports those non-traditional students.
Harold Swanagan Before accepting his position as director of Men's basketball, Harold Swanagan was the student welfare and development coordinator. Harold was part of the department's award-winning life skills and student-athlete development programs. Much of his job centered around coordinating community service activities for the more than 700 student-athletes on the school's 26 athletics teams and career development.
Johanna Gregory: A Spanish teacher at Penn High School is excited about the opportunity to help shape the development of a school she sees is so desperately needed in the area.
Kristen Cassidy: Joins the Success BLC board with great enthusiasm as her passion around youth is fulfilled everyday with her involvement in the Boys and Girls Club. She is passionate about expanding opportunities for all youth and is motivated to help develop community partnerships with Success BLC.

4. If the current applicant team does not include the initial governing board, explain how and when the transition to the formal governing board will take place.

The applicant team includes the initial governing board. Currently 1 seat on the board is not filled (3 if the board intends to have 7 members), but active recruitment is underway.

If this application is being submitted by an existing non-profit organization:

a. Will the charter ultimately be held by the existing non-profit or a different non-profit board? If the latter, explain the transition.
b. If the existing board will govern the proposed school(s), discuss the plan to transform that board's membership, mission and bylaws to bylaws to support the charter school expansion/replication plan. Describe the plan and timeline for completing the transition and orienting the board to its new duties.
c. If a new board will be formed, describe how and when the new board will be created and what, if anything, its ongoing relationship to the existing non-profit board will be.

Success BLC is a newly formed non-profit in the State of Indiana

5. Explain the procedure by which board members have been and will be selected. How often will the board meet? Discuss the plans for any committee structure.

Board members were recruited during the process of community development and engagement by the applicant team and will continue to be recruited until all seats are filled. These individuals showed a strong desire to be a part of a systemic change in education for at-risk youth, and showed a passion for implementing an educational model proven to be successful. Additionally, they matched criteria for success defined in the board's philosophical belief statements.

Committees will form on an as needed basis and will include a board member lead, administration, experts in a particular area, as well as teachers, community members, parents and students when appropriate. Topics of such committees may include: strategic planning, financial, or policy review to name just a few.

The board will meet at least six times per year. These dates will be established at the organizational meeting. These meetings will follow the Open Door Laws. The board will utilize the Handbook on Indiana Public Access Laws to understand and implement the Open Door Laws and other requirements as necessary (IC 5-14-1.5, Public Meetings (Open door) Law. IC 20-24-4l(a)(lS) Indiana Open Door Law.)

An organizational board meeting was held on Tuesday, January 29th to approve the submission of the Ball State University Charter School Phase II Application as well as other items as detailed in the agenda below. Future meetings will follow a similar format in accordance with the above Public Access Laws. NOTE: Kristen Cassidy will be officially nominated at the next board meeting. She joined the board after this first organizational meeting. Her willingness to join the board will have an incredible amount of added value to Success BLC.

Success BLC of South Bend

Organizational Board Meeting

Meeting Notice and Agenda

Time: 9:00 a.m. EST

Date: Tuesday, January 29, 2019

Location: TBD

Conference Call Participation: 916-352-0884

PIN: 797 566 947#

Agenda

1. Call or Order
2. Incorporator Resolution to Appoint Initial Directors
    a. Doug McNeil appointed
        i. Harold Swanagan: Accept
        ii. Kristen Kinder: Accept
        iii. Johanna Gregory: Accept
3. Director's Action Items:
    a. Approval of Articles of Incorporation (attached)
        a. Kristen Kinder makes a motion to accept the bylaws
        b. Johanna Gregory seconds
        c. All in Favor:
            i. Harold Swanagan
            ii. Kristen Kinder
            iii. Johanna Gregory
    b. Approval of Bylaws (attached)
    c. Election of Board Officers:
        i. President: Kristen Kinder
        ii. Vice President: Harold Swanagan
        iii. Secretary/Treasurer: Johanna Gregory
        iv. Kristen Kinder makes a motion to accept officers
        v. Harold Swanagan seconds
        vi. All in favor:
            a. Harold Swanagan
            b. Kristen Kinder

        c. Johanna Gregory
    d. Board Policies
        i. Conflict of Interest
        ii. Compensation
        iii. Other
    e. IRS 501(c)(3) Application
        a. Johanna Gregory makes a motion that the application be filed
        b. Kristen Kinder seconds
        c. All in Favor
            i. Harold Swanagan
            ii. Kristen Kinder
            iii. Johanna Gregory
    f. Phase II Charter School Application with Ball State University CSO
        a. Harold Swanagan makes a motion that the application be filed
        b. Kristen Kinder seconds
        c. All in Favor:
            i. Harold Swanagan
            ii. Kristen Kinder
            iii. Johanna Swanagan
4. Discussion/Information Items
    a. Explanation of Ball State University Charter School Application Process (Brook)
        a. Written Proposal Due Thursday
            i. needs information sheet, conflict of interest, and resumes
    b. Ball State University Policy Regarding Charter School Organizers (attached) (Doug) Conflict of Interest Sheet
    c. Ball State University Policy Regarding Virtual Charter Schools (attached) (Doug)
    d. Charter Board Roles and Responsibilities (Academics, Governance and Finance)
    e. Community Engagement Initiatives (List)
    f. Ball State University Charter School Board and Development Team Interview
    g. South Bend Community Forum to Identify Sources of Support
    h. Approval (April)
5. Other Business or Discussion Items
6. Schedule Next Board Meeting
7. Adjourn
        a. Motion to Adjourn: Harold Swanagan
        b. Second: Johanna Gregory
        c. All in Favor:
            i. Harold Swanagan
            ii. Kristen Kinder
            iii. Johanna Gregory

Individuals with a disability who need a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or special service to participate in this meeting should contact the board president at least two (2) days prior to the meeting.

6. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Provide, as **Attachment 15**, the board's proposed Code of Ethics and Conflict of Interest policy.

Please see **Attachment 15** for the board's proposed Code of Ethics and Conflict of Interest Policy. All required participants will plan to fill out the conflict of interest forms. Board members are in process of completing these and other required organizational members will fill these out in accordance with the proposed Code of Ethics and Conflict of Interest Policies.

Identify any existing relationships that could pose actual or perceived conflicts if the application is approved; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts.

Board member interviews and conflict of interest sheets will be thoroughly scrutinized by the applicant team during the application process and by other board members thereafter. Any perceived and actual conflicts will immediately be reported to and discussed with Ball State University Charter School Office to provide the utmost transparency. Collaboratively, with Ball State University and the current Success BLC school board, the determination of a conflict will be determined and further participation in the application process or service on the board will be decided.

7. Describe plans for increasing the capacity of the governing board. How will the board expand and develop over time? How and on what timeline will new members be recruited and added, and how will vacancies be filled? What are the priorities for recruitment of additional board members? What kinds of orientation or training will new board members receive, and what kinds of ongoing development will existing board members receive? The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation. If there will be a network-level board, identify any board development requirements relative to the organization's proposed growth and governance needs.

As described above,our goal is to increase our board capacity to at least 5 members (goal is 7 total). We know that great boards are diverse in knowledge, experiences, world view, and background. We embrace this diversity and seek to establish a board that is well rounded and has many of the following characteristics:

- Financial
- Educational
- Student Achievement
- Setting Policy
- Vision Planning

And represent the following stakeholders:

- Parents
- Community Members
- Business Owners
- Hearts for At-Risk Youth

Key to recruiting board members is our community engagement efforts. Through these efforts, we will identify individuals that not only believe in that vision of Hope for our students, but also a desire to be trailblazers in educational innovation and reform. We also intend to engage our stakeholders in joining the effort to find excellent board members. Currently, priorities for board member recruitment are parents and vision setters who are versed in strategic planning processes.

Board training is key to a successful board. Success BLC is committed to equipping our board members with knowledge and understanding of what it means to be an effective board member, a strategic thinker and a trailblazer of education. The board will first seek to understand what training they feel is necessary to start strong in this endeavour as board member and secure training to match these needs. Some board topics are essential to any board member and will be provided through the use of organizations such as National School Board Association and National Charter Schools Institute which pride themselves on board development throughout the nation. Roles and Responsibility training will occur upon acceptance to the board. Other board training will be on-going and happen outside of regular board meeting times.

Board Training Topics
Roles and Responsibilities
Understanding Data to Increase Student Achievement
Strategic Planning and Goal Setting
Ethics
Finance
Community Engagement
Policy
Open Meetings Laws and Running an Efficient Meeting
Communication
Public Relations
More as needs arise

18. Provide copies of background checks for all potential board members.

Each board member will have a thorough background check. These results will be reported to Ball State Charter School Office.

Advisory Bodies

Describe any advisory bodies or councils to be formed, including the roles and duties of that body. Describe the planned composition of the advisory body; the strategy for achieving that composition; the role of parents, students, and teachers (if applicable); and the reporting structure as it relates to the school's governing body and leadership.

Together Success BLC board and Success BLC administration will formulate and assemble advisory boards as deemed necessary. These advisory boards will include all stakeholders. We believe teachers, parents, and students play an important role in advisory boards and as such should be invited to participate when propitious.

Grievance Process

Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school.

Success BLC's board is committed to implementing the best possible educational program and culture of caring with integrity, effectiveness and transparency. However, the board understands there may be instances when a parent or student would like to file a complaint due to an unresolved issue. The following process will be followed, implemented and communicated to parents and students.

Process

1. If complaint involves a teacher, bring the complaint directly to the teacher. If the issue is not resolved;
2. Alert administration of the issue, if the issue is still not resolved;
3. A formal written complaint can be submitted to the Success BLC Board of Directors. If after investigation by the school, communication with the board, and follow up on the issue is not satisfactory resolved;
4. A formal complaint may be filed with the Indiana Department of Education.

Success BLC is determined to make every effort to follow due process procedure and to communicate effectively on all matters that are formally submitted regardless if the issue is with a teacher, administration, school board, or Success BLC as a whole.

School Management Contracts

If any proposed school intends to contract with an education service provider (ESP; i.e. charter management organization or education management organization) for school management, provide the following information (and include the requested documentation in **Attachment 16**):

1. An explanation of how and why the ESP was selected;

Success Learning Management, LLC is a proven management company serving over 3000 students in 22 locations across Michigan. Success BLC board will contract with Success Learning Management, LLC because of the alignment to their mission and vision to Success BLC. Success Learning Management, LLC is passionate about youth who are at risk of failure and about preparing them to succeed in their k-12 education and beyond.

(Source: https://www.successlearningmanagement.com/)

Success Learning Management, LLC's Mission:

- We provide a safe and positive place for student success.
- We build a plan for each student.
- We listen to our students because their stories matter to us.
- We grow to serve our community.

Success Learning Management, LLC's innovative educational approach provides opportunities that inspire hope and lifelong achievement. Our goal is to partner with them to offer effective, non-traditional programs to inspire and support dreams of a brighter future. Success Learning Management, LLC's model is designed to provide quiet and comfortable work environments equipped with the best technology, where students are treated as young adults. Centers are staffed by a team of highly-qualified, certified teachers. And the focus is to provide high-quality

programing and effective education for students who dropped out or students who don't fit in the traditional high school structure.

Below is a list of schools currently operated by Success Learning Management, LLC. These schools were started specifically because of the lack of alternative modes of learning in their areas. With high dropout rates and school failure on the rise, these areas were in need of a non-traditional option for education that supported youth with a model that was different from the one that was currently available.

School/ Center Name	Center Address
Menominee	955 1st Street, Menominee, MI 49858
Escanaba	1620 Ludington Street, Escanaba, MI 49829
Three Rivers	210 Enterprise Drive, Three Rivers, MI 49093
GR - Alger	2431 Eastern Avenue, Grand Rapids, MI 49507
GR - Alpine	3233 Alpine Avenue NW, Grand Rapids, MI 49544
GR - Fuller	1260 Ekhart Street NE, Grand Rapids, MI 49503
Central Montcalm	710 N. State St., Stanton, MI 48888
Belding	9057 Belding Rd. #2, Belding, MI 48809
Vestaburg	7188 Avenue B, Vestaburg, MI 48891
St. Louis	227 N. Mill St., St. Louis, MI 48880
Tri County	412 E. Edgerton Rd. Howard City, MI 49329
Lakeview	9720 N. Greenville Rd., Lakeview, MI 48850
Muskegon	950 W Norton Ave C, Muskegon, MI 49441
Port Huron	514 McMorran Rd. Port Huron, MI 48060
Waterford/Pontiac	945 W. Huron Street Waterford, MI 48328
Flint	1850 S Dort Hwy Flint, MI 48503
Hazel Park	21800 John R Road Hazel Park, MI 49441
Monroe	1000 S. Monroe St. Monroe, MI 48161
GR - South	4328 Kalamazoo Ave. S.E., Grand Rapids, MI 49508
Lansing - West	5433 W. Saginaw Highway, Lansing, MI 48917
Lansing - South	2501 S. Cedar Street, Lansing, MI 48910
Taylor	Opening March, 2018
Hamtramak - GEE Preparatory	9133 Joseph Campau Ave. Hamtramck, MI 48212

(Sources: https://www.successlearningmanagement.com/)

Based on experience with over twenty blended learning schools in Michigan, Success Learning Management LLC knows quality growth is based on obtaining the following:

- Quality school teachers
- Competent and effective school leaders
- Community and political support
- A high-quality student recruitment plan
- A quality school site location
- Sufficient capital to support school start-up and enrollment gaps

Not only was Success Learning Management LLC chosen because of its proven innovative model to blended learning, but also because of their ability to provide the following services:

- Financial
- Human Resources
- Facilities Acquisition
- Curriculum
- Technology Support
- Pupil Accounting and Reporting

See **Portfolio section** for supporting data

2. A term sheet setting forth the proposed duration of the contract; roles and responsibilities of the school governing board, the school staff, and the service provider; scope of services and resources to be provided by the ESP; performance evaluation measures and mechanisms; detailed explanation of compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract;

Attachment 16 B provides a term sheet with the above aspects addressed and outlined.

3. A draft of the proposed management contract;

Please see **attachment 16 A** for a draft of the proposed management contract.

4. Explanation of the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations;

Please see below table for a representation of the relationship between the governing board and the service provider. The board will monitor and evaluate the effectiveness of the service provider annually, but will also require monthly updates regarding <u>all</u> areas listed below. School administration will assemble these reports prior to each board meeting for each board member to review. Progress in each of these areas will be addressed and discussed at each board meeting. Internal controls for financial are is outlined in the budget section of this document. For other areas, such as student achievement or human resources, monthly board updates will included data to support progress toward goals. The board will also measure Success Learning Management LLC., against progress toward board adopted mission, vision and strategic plan.

Please note: This structure will remain in place consistently regardless of year of operation

See **Attachment 31** for an example annual ESP evaluation which is a representation of the areas and questions Success BLC board will utilize to evaluate the service provider . The final evaluation questions, forms and processes will be developed and approved by the board once the charter application is approved.

5. Disclosure and explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities; and

There are no known conflicts of interest between the governing board and the proposed service provider or any affiliated business entities.

6. Documentation of the service provider's non-profit status and evidence that it is authorized to do business in Indiana

.Please see **Attachment 16**

Human Capital

Network-wide Staffing

Complete the following table indicating projected staffing needs for the entire network over the next five years. Include full-time staff and contract support that serve the network 50% or more. Change or add functions and titles as needed to reflect organizational plans.

Success Learning Management, LLC: Success BLC will contract with Success Learning Management, LLC., for day-to day operations of the school including but not limited to financial, pupil accounting, human resources & facilities operations.

Additional contractual relationships yet to be identified are:

- Legal Counsel
- Insurance
- Telephone/Internet
- Janitorial Services
- Special Education Ancillary Services (if necessary)
- Lease of equipment such as printers/furniture/office equipment essential to the function of the school

This management company will have the authority to determine staffing based upon the school's educational program as set forth by the Board of Directors and deemed appropriate based on projected enrollment. Success Learning Management, LLC will provide the necessary detailed job descriptions (provided in **Attachment 8 and 9)**, and will develop hiring protocols for the effective and efficient hiring of the most highly-trained and qualified staff. Following is the anticipated staffing structure:

- **Administrative Staff:** Including Superintendent (Executive Director) and accompanying staff for the effective operations of the school (i.e. human resources, finance) - management of the school, day-to-day academic operations, and management issues. Administrative staff will demonstrate expertise in curriculum, instruction, assessment, finance, facilities, business management, governance, and administration (based upon position).
- **Regional Director:** Highly-qualified, state-certified teacher with administrative experience. Responsibility for Success BLC, the centers, and success and progress toward educational goals, mission and vision.
- **Academic Staff**:

- Center Director: highly-qualified, state-certified teacher responsible for responding to the social, emotional and academic needs of students. Responsible for assigned center center as a whole.
- General Education Teachers/Relationship Managers: highly-qualified, state certified teachers responsible for delivering specific course content on-line and in center-based environments.
- Special Education Teachers/Relationship Managers: highly-qualified, state-certified teachers responsible for delivering FAPE and specific course content. Special education teachers will assist in developing and complying with IEPs and monitoring progress and improvement.
- School Counselor/Relationship Managers: responsible for promoting student success by providing preventative services and responding to assessed needs by implementing a comprehensive school counseling program. This position is also responsible for planning student transition from high school to college and careers.

Success BLC of South Bend

Year	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Number of high schools	1	1	1	1	1
Total schools	1	1	1	1	1
Student enrollment	200	500	800	950	1000
Management Organization Positions - The below positions will be part of the management fee					
Executive Director					
Director of Administration					
Director of Data and Assessment					
Director of Finance					
Director of Human Resources					
Director of Special Education					
Technology					
Marketing					
Pupil Accounting					
Curriculum Development					
[specify]					
Total back-office FTEs					
High School Staff					
Superintendent			1	1	1
Regional Director (Principal)		1	1	1	1
Center Directors	2 centers	4 centers	5 centers	5 centers	5 centers
	2 Directors	4 Directors	5 Directors	5 Directors	5 Directors

Relationship Managers/Content Area Teachers	2	6	10	10	10
Relationship Managers/Special Education					
Relationship Managers/Counselor/Guidance				.25	1
Relationship Managers/Paras	2	2	5	5	5
Student Support Position 1 [e.g., Social Worker]				.25	1
Student Support Position -Speech				.25	1
Student Support Position - Behavior				.25	1
Specialized School Staff 2 [specify]					
School Operations Support Staff					
Total FTEs at high schools					
Total network FTEs					

School Staff Structure

1. Complete the table(s) below outlining your school staffing rollout plan for a "typical" elementary school and/or a "typical" high school, as applicable. Adjust or add functions and titles as needed. Modify the tables, as needed, to reflect variations in school models. If the proposed schools will use a staffing model that diverges from the operator's norm, please explain.

The table above represents Success BLC of South Bend's planned staffing including growth projections. NOTE: Services such as special education, ancillary services, ELL staffing etc., will be filled as need is assessed. Provisions are provided in the budget for these services. Additionally, any federal funds received for the support of students with needs such as the above listed will be utilized in accordance with federal law.

2. Explain how the relationship between the school's senior administrative team and the rest of the staff will be managed. Note the teacher-student ratio, as well as the ratio of total adults to students for a "typical" school.

Success BLC, in collaboration with Success Management LLC, is committed to that personal relationship important for our students' success. We hold true to the student teacher ratio of 50:1, with an average of 5:1 when students are physically at a center.

The school's senior administrative team and the rest of the staff will work in collaboration with one another. Regional Directors are consistently evaluating the culture of the staff and "administration" to ensure a positive work environment that promotes learning for our students. Responsibilities are clearly defined in job descriptions along with reporting structures. More importantly however, is the collaborative spirit of the team, which makes our teacher retention rate very high.

Staffing Plans, Hiring, Management, and Evaluation

1. Explain the relationship that will exist between the proposed charter school(s) and its employees, including whether the employees will be at-will and whether the school will use employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Provide, as **Attachment 17,** any personnel policies or an employee manual, if developed.

Please **Attachment 17** for a copy of Success Management LLC's employee handbook for information on at-will employees, as well as other pertinent information as it pertains to employment at Success BLC.

2. Outline the proposed school's salary ranges and employment benefits for all employees, as well as any incentives or reward structures that may be part of the compensation system. Explain the school's strategy for retaining high-performing teachers.

2017-18 SALARY SCHEDULE

STEP	BA	MA
1	37,890	39,747
2	39,390	41,247
3	40,890	42,747
4	42,390	44,247
5	43,890	45,747
6	45,390	47,247
7	46,890	48,747
8	48,390	50,247
9	49,890	51,747
10	51,390	53,247
11	52,890	54,747
12	54,390	56,247
13	55,890	57,747
14	57,390	59,247
15	58,890	60,747
16	60,390	62,247
17	61,890	63,747
18	63,390	65,247
19	64,890	66,747
20	66,390	68,247
21		69,747
22		71,247
23		72,747
24		74,247
25		75,747

Please see table to the left for a 2017-2018 salary schedule for certified teaching staff. Administrative positions vary depending on experience, expertise, and background. Our support staff and teacher aides are paid at a rate significantly higher than the minimum hourly wage.

Success Learning Management LLC will regularly benchmark wages against local, state, and national data to ensure our highly-qualified, extremely dedicated, and loyal employees are treated with the utmost care, including their work environment and compensation.

A complete benefit package (currently through Blue Cross Blue Shield ©) will be available for all full time employees as well as 401(k) options. See employee handbook in **Attachment 17** for more information.

3. Describe your strategy, plans, and timeline for recruiting and hiring the teaching staff in accordance with IC § 20-24-6, including the school's plan for hiring "Highly Qualified" staff in accordance with the Elementary and Secondary Education Act (ESEA). Explain other key selection criteria and any special considerations relevant to your school design.

Success Learning Management, LLC will ensure the hiring of highly-qualified, certified staff, in collaboration with Success BLC, by first ensuring job descriptions are detailed for each position to be filled (see **Attachment 8 and 9**). These job descriptions will state the qualifications/certifications, the intended duties, and the deliverables of each particular position.

Success Learning Management, LLC is committed to upholding all applicable laws as defined in the Equal Employment Opportunity Commission's Regulations and Indiana State Law. With this always at the forefront, we plan to utilize newspaper advertisement, internet advertising, widely-recognized job recruitment websites (including but not limited to k-12 job spot, Indeed, Monster.com, Education Week, and LinkedIn, social media, and word of

mouth through our teacher population). Additionally, we intend to explore job fairs of highly-acclaimed colleges and universities in an effort to recruit only the most qualified, highly-effective staff possible.

4. Outline the procedures for hiring and dismissing school personnel, including conducting criminal background checks.

The hiring flow will mirror the following process:

If a dismissal situation occurs and is in correlation to staff reductions due to budget or elimination of positions, the guidelines set forth by Success Learning Management LLC. and in accordance with Indiana Labor Laws, will be followed. If dismissal is due to job performance, ample support and plans for improvement, along with necessary deliverables and professional development will be implemented to ensure every effort is made to support staff improvement. If a situation occurs which involves an allegation of neglect or abuse of a child, the staff member will be put on immediate administrative leave until due process is followed and reinstatement, suspension or termination is determined.

NOTE: Success Management LLC Employees are at-will employees

5. Explain how the school leader will be supported, developed, and evaluated each school year. Provide, in **Attachment 18,** your leadership evaluation tool(s).

Success BLC will utilize the Indiana Department of Education RISE Evaluation and Development System to appraise leadership/administrative effectiveness. We plan to utilize the pure form of this tool including forms and planning guides. Success BLC will hold true to the two components of the evaluation:

- Professional Practice
- Student Learning based on:
    - A-F accountability score
    - Administrative Student Learning Objectives

(Sources: https://www.doe.in.gov/sites/default/files/evaluations/rise-handbook-principals.pdf)

Success BLC and the components of RISE match with the mission and vision of the organization and as such, we feel confident it is the right instrument to determine leadership effectiveness. See **Attachment 18** for administrative evaluation tool.

Support and development will be provided as identified in the evaluation process.

6. Explain how teachers will be supported, developed, and evaluated each school year. Provide, in **Attachment 18**, your teacher evaluation tool(s).

Success BLC will utilize an already developed teacher evaluation tool (see **Attachment 18**) and make adaptations to match the guidelines set forth in the Indiana RISE evaluation guidelines. Success BLC will align our already developed tool to match the following domains of RISE:

- Domain 1: Purposeful Learning
- Domain 2: Effective Instruction
- Domain 3: Teacher Leadership
- And the professional aspect of
    - Attendance
    - On-Time Arrival
    - Policies and Procedures
    - Respect

Additionally, the Success BLC rubric metrics will be altered to reflect:

- Ineffective
- Improvement Necessary
- Effective
- Highly Effective

(Source: https://www.doe.in.gov/sites/default/files/evaluations/rise-rubric-20.pdf)

Support and development will be provided as identified in the evaluation process.

7. Explain how the school and organization intend to handle unsatisfactory leadership or teacher performance, as well as leadership/teacher changes and turnover.

We believe each leader/teacher deserves the opportunity to improve performance. Our model allows for mentoring and coaching to identify, improve and implement changes to better performance. When a leaders/teachers have an unsatisfactory area in need of improvement, that area is documented and a clear path to improvement developed. We believe supporting our leadership and staff is important. However, we also believe in the best interest of our students, it may be necessary to change personnel to better serve the needs of the students who so desperately need us. In these cases, after coaching, mentoring and training have not produced intended results, positions changes or termination may occur.

As with any organization, turnover and changes in personnel also occur. Our goal is to set up a system where staff is always learning and developing. We do this to nurture developing leaders and teachers . This create staff who are readily available to fill gaps if necessary. Additionally, Success Learning Management LLC will have a pipeline of potential candidates at their fingertips in the event a position needs to be filled.
NOTE: Any termination or hiring practice will be consistent with the employee handbook and applicable Indiana Law.

Professional Development

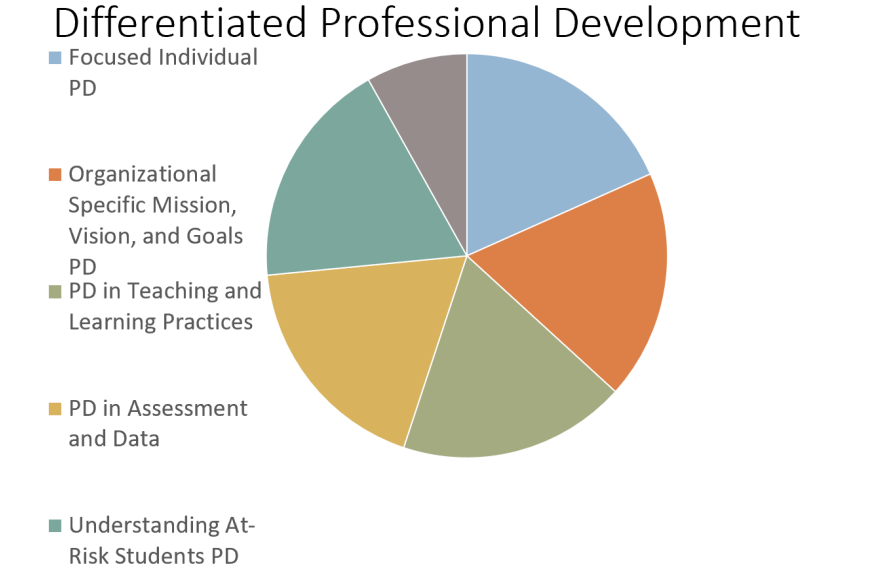
Describe the school and organization's professional development expectations and opportunities, including the following:

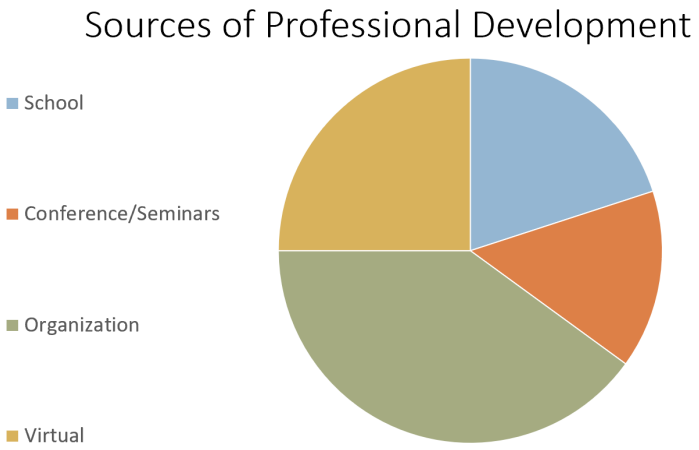
1. Who will be responsible for professional development?

Regional and Center Directors, together with the greater team, will determine appropriate professional development timelines, topics and modes of learning, acquiring and applying that information. Just as we want to instill in our students the desire to be lifelong learners, we want our team to have that mindset as well.

2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally at the school, by the network, or externally and the extent to which it will be individualized or uniform for each teacher.

In any organization, professional development is a key component to an effective program. Success BLC and Success Learning Management LLC recognize professional development is needed for different reasons for different individuals. Our differentiation approach is designed to meet the needs of our staff as individuals as well as the needs of Success BLC and its specific mission, vision and goals. With that in mind, we create our professional development program to reflect both organization professional development needs as well as each staff member development. Key to any training is the application of these learning topics into the educational environment. Success BLC is committed to follow through by creating defined action items necessary to put any professional development topic into practice. Below is a representation of Success BLC's approach to learning for our team.





3. Provide a schedule and explanation of professional development that will take place prior to school opening. Explain what will be covered during this induction period and how teachers will be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods.

During the month of August (or as determined by the school once charter is approved), 5 days will be devoted to training staff on the following:

- How to create community using the center (blended) concept
- Educating at-risk students and how to address their individual needs
- How to recognize areas of interventions needed for not only academics, but social and emotional interventions as well.
- Teacher expectations and requirements
- How to develop and build strong, trusting relationship with students
- How to develop a culture of caring
- Using digital content and understanding how to navigate Edgenuity
- Understanding technology tools available
- Safety and security at the centers

The above topics will frequently be revisited during staff meetings and on specific professional development days.

4. Describe the expected number of days/hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration, and how such time will typically be used.

Common planning and collaboration is a priority for Success BLC. Regional Directors, Center Directors, Relationship Managers, Guidance Counselors, Social Work and other integral personnel will participate in meetings in which students' academic, social and emotional needs are reviewed along with their progress toward their educational/graduation plan. These discussions happen on a weekly basis. During this time, data is reviewed, interventions discussed, and action plans developed.

Each week, staff will collaboratively participate in meetings where professional learning is a priority. These meetings are after the center closes at 3:00 and will last approximately 1 ½ hours. Portions of these meetings will focus on housekeeping and daily organizational matters which keep the centers running smoothly. The remainder of the meeting is spent in professional learning with peers. This could include book studies, learning new teaching and learning strategies, and data analysis to name a few.

Success BLC will also hold 5 days of professional development prior to the start of school. Throughout the year, staff will participate in 5 additional professional development days. These days will be accommodated within the calendar above the 180 student days. Focal points of these meetings are learning strategies to better empathize, support, and nurture our at-risk population. Such topics as understand trauma and the impact it has on the learning environment, at-risk strategies to support students, creating community in virtual setting, or reviewing curriculum alignment are just a few of the potential topics during these days.

Performance Management

BSU will evaluate the performance of every charter school annually including for "green-lighting" conditionally approved charters for subsequent years and for renewal purposes according to a set of academic, financial, and organizational performance standards that will be incorporated into the charter agreement. The academic performance standards will consider status, growth and comparative performance based on federal, state, and school-specific measures. The financial performance standards will be based on standard accounting and industry standards for sound financial operation. The organizational performance standards will be based primarily on compliance with legal obligations, including fulfillment of the governing board's fiduciary obligations related to sound governance.

Applicants may propose to supplement the BSU's performance standards with school-specific academic or organizational goals.

1. Describe any mission-specific **educational** goals and targets that the school(s) and/or organization will have. State goals clearly in terms of the measures or assessments you plan to use.

Success BLC proposes the following mission specific goals:

1. Parent and student satisfaction on end-of year surveys will be above 75% in all categories.
   Measure: Parent and students will complete a satisfaction survey each fall to determine satisfaction in program areas. Areas under 75% will be identified for improvement.
2. Graduation rate: Although this is one of the components of the measures in the Indiana accountability system, we feel it is important to recognize our ultimate goal is it to inspire hope for a brighter future and part of that is graduating from high school. Therefore, we feel it is an essential aspect to note separately from the accountability systems.
   Measure: Increased graduation rates from year to year.
3. Post-secondary satisfaction: It is important for our students to be successful individuals both while at Success BLC and after. To continually evaluate the success of our program, we will survey students after they have graduated and track students' postsecondary endeavours
   Measure: Percent of students who continue to college, trade schools and/or the workforce will continue to increase year after year. We will monitor this through postsecondary surveys to be conducted yearly for 5 years after graduation.

4. Our specific educational goals and measures are listed in the **Pupil Performance Standards section, Questions #1.**

2. Describe any mission-specific **organizational** goals and targets that the school(s) and/or organization will have. State goals clearly in terms of the measures or assessments you plan to use.

In addition to our mission specific goals and Ball State University's, we propose the following organizational goals:

1. Meet or exceed enrollment targets
   Measure: (Actual) student enrollment
2. High-teacher retention rates
   Measure: Teacher and staff monitored turn over rate along with exit survey/interviews.
3. Meet or exceed all expectations as set form by Ball State University
   Measures: Ball State University Evaluation and renewal
4. Positive Community Perception
   Measure: Yearly community survey measuring perception and contribution to the community and its students.

3. In addition to the mandatory state assessment and testing requirements (i.e. ISTEP+, IREAD-3, IMAST, ISTAR, and ECA, as applicable), identify the primary interim assessments the school(s) will use to assess student learning needs and progress throughout the year. Explain how these interim assessments align with the curriculum, performance goals, and state standards.

Success BLC seeks to constantly evaluate and improve teaching and learning. To accomplish this, student performance will be evaluated throughout the school year in several ways that are consistent with current educational best practices as well as mandated state testing. The assessments the school plans to administer are as follows:

Assessment Calendar

Assessment	Grades	Fall	Winter	Spring
Baseline Diagnostic Assessment in Math (determine areas of strength and weakness)	9-12	X	X	X
Baseline Diagnostic Assessment in ELA (determine areas of strength and weakness)	9-12	X	X	X
NWEA Maps Test (Math, ELA, Science)	9-12	X		X
M-STEP	11			X
PSAT 8/9, 10, 11	9-11	X	X	X
ACT WorkKeys	11			X
Formative and summative content-specific assessments built into every lesson and unit to guide and tailor the pace of progress for each child	9-12	Ongoing		
Special Education and IEP specific assessment	9-12	Based upon IEP Goals		
IDP - Individualized Development Plan	9-12	Review of data to create a unique plan for each student. This plan will include assessment data from all aspect of testing (State, Norm-referenced, and teacher data)		

Success BLC is committed to utilizing baseline assessments to determine students' academic strengths and weaknesses. These assessments help teachers to individualize and differentiate instruction accordingly.

These above assessments were specifically chosen as a diverse way to determine levels, monitor progress, and provide intervention. Because Success BLC's model is based on mastery of skills, teachers can pinpoint areas of weakness or acumen and can assign appropriate intervention lessons and/or advanced placement options.

4. Explain how the organization will measure and evaluate academic progress – of individual students, student cohorts, each school, and the network as a whole – throughout the school year, at the end of each academic year, and for the term of the charter contract.

Please see below question 5 for an overview of how our program successfully measures and evaluates the daily academic progress of students, student cohorts, classes, and the school.

Additionally, Success BLC's core curriculum will continually be evaluated against the standards and guidelines set forth by the State of Indiana. These standards and guidelines will be evaluated for alignment with content providers to ensure proper instructional and assessment strategies and ascertain these correlate to Success BLC's mission and vision.

Lastly, data will continually drive our evaluation of ALL programs at Success BLC. Success BLC will utilize student perception data, achievement data, parent communication data, and overall satisfaction surveys to determine whether the curriculum is aligned and producing the intended results.

5. Explain how the school(s) will collect and analyze student academic achievement data, use the data to refine and improve instruction, and report the data to the school community. Identify the person(s), position(s), and/or entities that will be responsible and involved in the collection and analysis of assessment data.

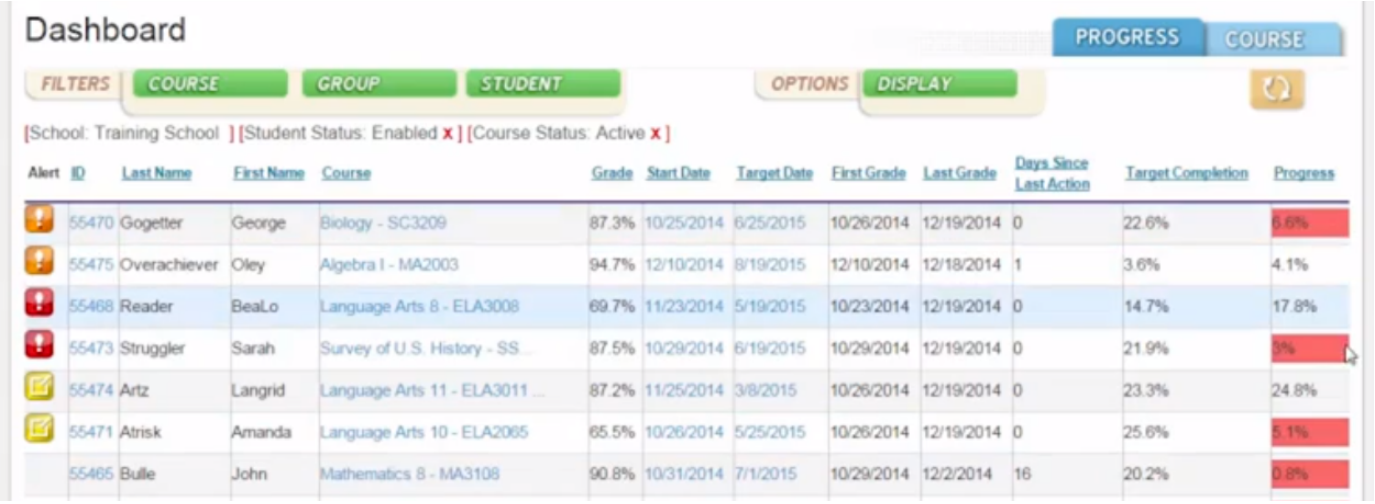
Success BLC's goal is for students to graduate and ultimately, go on to become successful, contributing members of their communities. Success has developed systems to help students, teachers, parents, and the school as whole track progress daily.

The below information is also explained earlier in the application , but we felt it was important to reiterate this unique system and tracking that attributes to the success of our students and program.

Establishing Growth Targets:

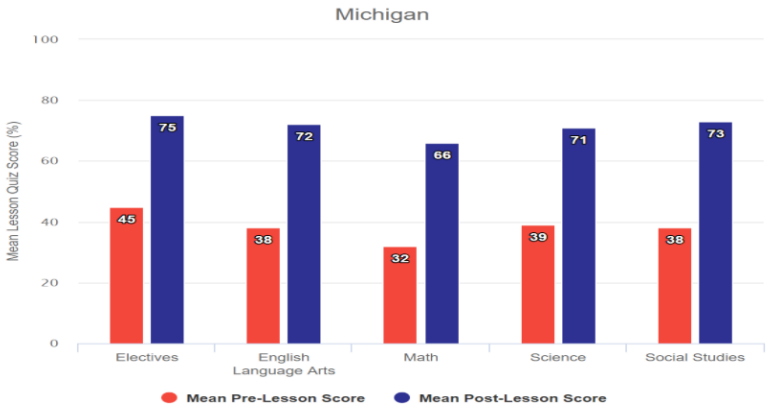
Success BLC establishes growth targets through the utilization of two dynamic systems for tracking student success: Edgenuity and NWEA Maps provide the necessary tools to set growth targets with students, assign interventions, and work collaboratively to monitor progress toward goals.

Edgenuity allows the school to easily set growth targets with students. Because each assessment provides immediate feedback, teachers work with students to set reasonable goals and plan action steps to achieve those goals in real time. Below is a sample teacher view.



(Source: https://www.edgenuity.com/products-and-services/instructional-services/)

Additionally, teachers are able to obtain whole-class data for pre- and post-lesson scores allowing them to adjust and differentiate their instructional practices accordingly.



(Source: https://www.edgenuity.com/the-difference/efficacy/gains-report-generator/)

Lastly, Edgenuity also provides cumulative and summative performance data. This real-time data allows for a continuous look at overall progress and makes it possible to make immediate adjustments upon recognition of declining performance anywhere across the whole school.

NWEA Maps also provides important data to help with setting growth targets. This measure, although less frequent than our curriculum content provider, provides the nationally-normed reference component that helps us effectively evaluate our student progress as well as the alignment of our curriculum.

(Source: https://www.nwea.org/content/uploads/2017/05/MAP-Growth-Fact-Sheet.pdf)

Not only can NWEA Maps' data show growth overall by school, they also have the ability to use individual student's scores to project the trajectory to proficiency on state-mandated testing. This testing suite allows students to set a growth goal for each testing cycle and also integrates with the content provider. Below are the benchmark levels for NWEA Maps at each grade band.

2015 READING Student Status Norms

	Begin-Year		Mid-Year		End-Year	
Grade	Mean	SD	Mean	SD	Mean	SD
K	141.0	13.54	151.3	12.73	158.1	12.85
1	160.7	13.08	171.5	13.54	177.5	14.54
2	174.7	15.52	184.2	14.98	188.7	15.21
3	188.3	15.85	195.6	15.14	198.6	15.10
4	198.2	15.53	203.6	14.96	205.9	14.92
5	205.7	15.13	209.8	14.65	211.8	14.72
6	211.0	14.94	214.2	14.53	215.8	14.66
7	214.4	15.31	216.9	14.98	218.2	15.14
8	217.2	15.72	219.1	15.37	220.1	15.73
9	220.2	15.68	221.3	15.54	221.9	16.21
10	220.4	16.85	221.0	16.70	221.2	17.48
11	222.6	16.75	222.7	16.53	222.3	17.68

2015 MATHEMATICS Student Status Norms

	Begin-Year		Mid-Year		End-Year	
Grade	Mean	SD	Mean	SD	Mean	SD
K	140.0	15.06	151.5	13.95	159.1	13.69
1	162.4	12.87	173.8	12.96	180.8	13.63
2	176.9	13.22	186.4	13.11	192.1	13.54
3	190.4	13.10	198.2	13.29	203.4	13.81
4	201.9	13.76	208.7	14.27	213.5	14.97
5	211.4	14.68	217.2	15.33	221.4	16.18
6	217.6	15.53	222.1	16.00	225.3	16.71
7	222.6	16.59	226.1	17.07	228.6	17.72
8	226.3	17.85	229.1	18.31	230.9	19.11
9	230.3	18.13	232.2	18.62	233.4	19.52
10	230.1	19.60	231.5	20.01	232.4	20.96
11	233.3	19.95	234.4	20.18	235.0	21.30

2015 LANGUAGE USAGE Student Status Norms

	Begin-Year		Mid-Year		End-Year	
Grade	Mean	SD	Mean	SD	Mean	SD
2	174.5	16.58	184.9	15.34	189.7	15.47
3	189.4	15.20	196.8	14.24	200.0	14.11
4	198.8	14.66	204.4	13.83	206.7	13.64
5	205.6	13.87	209.7	13.23	211.5	13.19
6	210.7	13.79	213.9	13.30	215.3	13.38
7	214.0	13.82	216.5	13.52	217.6	13.70
8	216.2	14.17	218.1	13.92	219.0	14.26
9	218.4	14.15	219.7	13.98	220.4	14.50
10	218.9	15.04	219.7	14.99	220.1	15.74
11	221.5	14.96	222.1	14.85	222.1	15.80

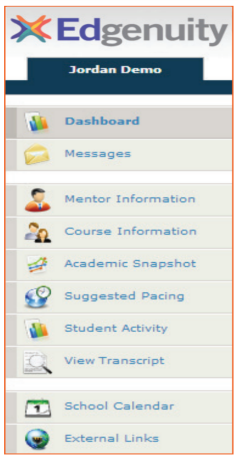
2015 GENERAL SCIENCE Student Status Norms

	Begin-Year		Mid-Year		End-Year	
Grade	Mean	SD	Mean	SD	Mean	SD
3	187.5	11.74	192.6	10.92	195.4	11.01
4	194.6	11.16	198.7	10.75	201.0	10.92
5	200.2	11.06	203.7	10.80	205.7	11.07
6	204.3	11.54	207.1	11.40	208.6	11.73
7	207.2	11.92	209.5	11.87	210.9	12.23
8	210.3	12.28	212.3	12.19	213.5	12.63

(Source: https://www.nwea.org/content/uploads/2015/06/2015-MAP-Normative-Data-AUG15.pdf)

Communicating with Parents:

Student progress, achievements and information can be communicated to parents immediately and directly through the Edgenuity dashboard. Success BLC is committed to informing families of student progress daily. Success BLC believes this up-to-date data provided to students and parents is essential to helping our students move forward. This information clearinghouse is key to providing current, accurate snapshots of student sequential progress and mastery.



Dashboard: Main page in the SIS, provides a quick-glance snapshot of student's progress and grades

Messages: Here you can view and reply to any communications made between your student and the instructors

Mentor Information: View your student's assigned mentor information

Course Information: View your student's courses, description, credit amount, and teacher-contact information

Academic Snapshot: Provides an overall progress bar for all of your student's courses and specific progress bars for each class enrolled in

Suggested Pacing: A progress bar and weekly assignment goals showing the current pace and whether your student is on track with the targeted completion date

Student Activity: A tally of the total number of assignments your student has completed each day in the courses

Course Plan: A plan that puts your student on track for graduation

View Transcript: A record of your student's current grades and credit earned in classes

School Calendar: A calendar of your student's current appointments or conferences

External Links: Links to popular and helpful resources when navigating or to support your student's online experience

(Source: http://aps-legacy.materiell.com/cms/lib2/VA01000586/Centricity/Domain/4351/Edgenuity_ParentQuickStartGuide.pdf)

The beauty of our system is that data is immediate and automated. However, we also know that interpreting norm-referenced and state tests can be more challenging and require specific expertise. Our Director of Data and Assessment will work to combine all data into easy to understand formats and professional development will be continually provided to improve our program and our teaching. These are also evaluated against our goals, mission, and vision.

6. Who will be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve student achievement?

The Director of Assessment and Data will coordinate these efforts. Job description and duties are available in the job description of **attachment 9.**

7. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

The Director of Data and Assessment will coordinate professional development in:

- Analyzing and understanding data
- Using data to set growth goals with students
- Disaggregating data, identifying gaps and transferring findings into classroom instruction and interventions
- Understanding student, whole class and whole school data to set goals
- Progress monitoring using data
- How to differentiate using data

Support will also be provided by the Regional and Center Directors and will be discussed frequently at staff and individual grade level or content area meetings.

8. Describe the organization's approach to academic underperformance for schools that fall short of student academic achievement expectations or goals at the school-wide, classroom, or individual student level.

Success BLC is insistent on creating a school that makes academic gains for all students. If underperforming as a school, Success BLC is committed to pinpointing the reason for the underperformance whether it be curriculum alignment, curriculum resources, instructional strategies or individual student and teacher needs. Once identified, action plans and coaching will be implemented to ensure improvement. Just as we do with student invention, we progress monitor our interventions and evaluate frequently to determine if desired results are achieved. The Director of Data and Assessment will also work alongside the RDs and CDs to collaboratively monitor the specific area of deficiency.

9. Describe the organization's plans to monitor performance of the portfolio as a whole. What actions will you take if the network as a whole fails to meet goals? Discuss how the organization assesses its readiness to grow and under what circumstances the organization will delay or modify its growth plan.

All schools managed by Success Learning Management LLC will approach data analysis, process of implementing action plans and monitoring goals as described in the above questions in the same manner. The beauty of having a portfolio of schools that believe in the same educational design, is the unique ability to learn from high performing schools using the same model. Success BLC will rely on Success Learning Management LLC (and their portfolio of successful schools for guidance) if mission, vision, and goals are anything less that satisfactory or above, and will likewise strictly hold them accountable for the products and services that they provide to the Board and school.

Success BLC will evaluate its success toward goals along with other critical areas of the educational environment frequently to determine if additional centers should be opened or enrollment increased. While growth is important to Success BLC, student achievement, success and inspiration for the future are our number 1 concern.

Facilities

Charter school facilities must comply with state and local health and safety requirements (per IC § 20-26-7, 20-24, and as required by the Indiana State Department of Health, Office of the State Fire Marshal, Department of Public Works, and the corresponding local agencies). In addition, charter school applicants must be prepared to follow applicable city or town planning review procedures.

1. If you are in the process of identifying a facility, describe with as much detail as possible your plan for identifying and securing a facility, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, financing, etc.

Success BLC is in the process of identifying a facility (what we call a "center" for our school) with the help of charter school facility and financing experts. This process has been underway for five months and has produced a handful of sites that match our criteria. We are beginning to negotiate with the owners of the sites, and will make a final selection pending approval of our application.

Our final selection is based on location, ease of access for our students, the correct size of the facility, and cost (both acquisition and tenant improvement costs). Success BLC is working together with National Charter School facilities real-estate experts and facility funders American Charter Development (ACD) www.amercd.com (please see the attached letter of support in **Attachment 20**). ACD is working with us to find the perfect location. Pending our Boards approval of the site, we have the option for ACD to purchase the Center, build out the 3000 square foot interior space, purchase the furniture and fixtures, and lease it back to our school at a rate that meets our facility budget.

Our Centers are uniquely designed to make our students feel welcome, mature, and supported. 2,200 square feet of our Center is an open, airy, college-like educational space with between 35-50 workstations specially designed for our students with laser cut desks, frosted glass between workstations and rolling comfortable chairs.

The students are further supported with teacher support stations on the sides and front of the room and as an added touch, all of our Centers with classical music playing quietly in the background. The remaining Center space contains bathrooms, a break room, and a Center Director's office area. We intentionally select sites that minimize construction or tenant improvement costs by selecting small retail like spaces thus minimizing the take down or build out of walls. Typically, we need to take down some non-load bearing walls, put up a few where we need them and build out the bathrooms to meet ADA standards.

In regards to financing the Center, as stated above, we intend to use ACD to finance the property. With our collaborative relationship, ACD will own the space and lease it back to Success BLC. We also have private equity funders to help with cost outside of ACD's guidelines. We estimate the total lease, debt service, and working capital for each center to be $11,800.00 per month, or $141,500.00 a year, with planned lease escalators which will account for the monthly lease and debt service cost in year three of $12,583, year four of $12,733 and year five of $12,883. Please see our budget in **Attachment 24** for further detail.

Because the Center space is not large and because of the open college concept, the timeline to acquire the property by ACD, and conduct tenant improvements to the space (including wiring for computers) is quicker and easier than a traditional charter school brick and mortar campus. Once approved it will take four months from approval of site to opening.

2. If you have already identified a facility, or plan to locate the new school within a facility currently owned or leased by the applicant, please indicate the street address and applicable school district. If you have an MOU or other proof of intent to secure a specific facility, please provide proof of the commitment as **Attachment 19.** Briefly describe the facility including location, size, and amenities. Provide a detailed list of any anticipated construction or renovation costs (these should also be described in the budget narrative and reflected in the budget). You may provide, as **Attachment 20**, up to 10 pages of supporting documents providing details about the facility.

Please see **Attachment 19** for potential site information. Please **see Attachment 20** for information regarding facility renderings and financial letter of support. Please see question 1 for more information on timelines regarding construction. Please see Budget information for both cost projection on building leases and build out.

Start-Up & Ongoing Operations

1. Provide, as **Attachment 21**, a detailed start-up plan for the school, specifying tasks, timelines, and responsible individuals. The start-up plan must indicate the targeted first day (month, day, year) of student attendance, as well as the school's first day of operation per IC § 20-24-3-4. This plan should align with the Start-Up (Year 0) Budget in the Budget Worksheets.

Please see **Attachment 21** for detailed start up plan. Please note, once charter is approved, this document will be continually added to, evaluated, and utilized to ensure start up is effective, efficient and most importantly, ready for students. Additionally, this document, when in Microsoft Excel ©, can be put into a Gantt format charts to ensure the success of hitting timelines, can be organized by task, and also can be arranged for each person to highlight responsibilities. We will also use the Indiana Charter School Board Start Up Manual to guide the successful opening of Success BLC.

2. If the school will provide transportation, describe the transportation arrangements for prospective students. In addition to daily transportation needs, describe how the school plans to meet transportation needs for field trips and athletic events.

Success BLC does not intend to transport students.

3. Provide the school plan for safety and security for students, the facility, and property. Explain the types of security personnel, technology, equipment, and policies that the school will employ.

Please see **Attachment 30** for information on school security, safety procedure, and plans. Our facilities are equipped with both telephone and internet. Security cameras or other types of technology for security purposes will be evaluated on an individual site basis. Once the facility is secured, a comprehensive evaluation of the property will be completed and safety plans adjusted accordingly.

4. Provide, as **Attachment 22,** a list of the types of insurance coverage the school will secure, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability, property, indemnity, directors and officers, automobile, and other.

See attachment **Attachment 22**

Operations Capacity

Describe the team's individual and collective qualifications for implementing the Operations Plan successfully, including capacity in areas such as the following:

- Staffing;
- Professional development;
- Performance management;
- General operations; and
- Facilities management.

Applicants should describe the organization's capacity and experience in facilities acquisition and management, including managing build-out and/or renovations, as applicable.

Our applicant group and leadership team is comprised of a remarkably diverse set of professionals including parents, educators, lawyers, school superintendents, finance professionals, business owners, educational grant writers and charter school leaders.. The applicant group collectively has over 100+ years of educational experience and has led successful public and charter schools.. In addition, the group has an innovative approach to education that focuses on at-risk populations and non-traditional students. The below individuals are only a sampling of the total team's capacity to implement and drive educational reform, promote innovation, and operationally run all aspects of an effective and efficient school environment.

Douglas J. McNeil

Co-founder of Success Learning Management, LLC. Since 1982 Mr. McNeil has been engaged full-time in the practice of education, corporate, and business law in the state of Michigan, with a particular focus on public education law. Since 2010, he has been the managing partner of the firm's public education law practice group which includes supporting one of the state's leading charter school authorizers.

Expected Contribution: Doug will bring a wealth of knowledge and understanding related to educational law, and will help the team to understand and comply with proposed and enacted legislation and their potential impact on charter schools and their future operations.

Travis Gostinger

Current CEO and owner of Summit Management Consulting, LLC, a charter school management organization whose academy is a current blue-ribbon school. Mr. Gostinger is co-founder of Success Learning Management, LLC and is the former Superintendent and CFO of Landmark Academy in Michigan.

Expected Contribution: Travis understands not only the day-to-day operations of a school, but also has the "big picture" understanding of running an entire organization. His extensive work in the management of schools will bring a breadth of knowledge, ranging from pupil accounting to finance to high academic achievement.

Dallas Bell

Co-founder of 22 Success Virtual Learning Centers (Success VLC) in Michigan, and co-founder of Success Learning Management, LLC. Success VLC serves just under 3,000 under-credited students who are working toward earning their high school diplomas. Mr. Bell is also a former special education teacher and founding school leader for one of Michigan's first drop-in cyber schools..

Expected Contribution: Dallas brings an innovative approach to education that gets results. His design has helped countless at-risk students to graduate with tools for success post-graduation. He is a master of developing relationships with struggling students, and also has the innovative spirit to build educational organizations that meet non-traditional students' needs.

Anita Bell

Co-founder of Success Learning Management, LLC and Chief Marketing Officer. Anita is the former Director of Marketing for Berrien Springs Public Schools and former Operations Manager for Comcast Cablevision (Xfinity).

Expected Contribution: Anita understands and appreciates how technology has fundamentally transformed our economy, our lives and education. Her expertise will be invaluable in creating community awareness around **Success BLC** learning centers. Anita is a key to the recruitment and enrollment process and will also help to spread the good word of this non-traditional approach to education.

Robert Giordano

Co-founder of Success Learning Management, LLC. Robert has been involved in the charter school movement since its early years where he started charter schools nationally and oversaw early operations for 17 years. He has worked with leading national charter school management organizations, state and national charter school policy leaders, and local authorizers to shape the landscape for market growth. In addition to his national strategic effort, Robert currently supports the movement by providing low cost capital facilities financing, and assistance strengthening charter school governance, oversight and policy work. In addition, Robert is a recently retired Army Officer with more than 34 years of military leadership.

Expected Contribution: Robert's background and understanding of education, both past and present, is the backbone to building successful school models that have the infrastructure to succeed. Robert not only understands the at-risk student population, but also has a deeper understanding of real community need. The strong connections he has created and nurtured throughout his education and military career will help propel the development of **Success BLC.**

Brook Drooger

Michigan school educator for over 20 years. Brook led Michigan's first non-profit (501c3) management company, Innovative Education Services, and also started 3 charter schools in West Michigan (Innocademy, Innocademy Allegan, and iCademy Global). Additionally, Brook has worked in the traditional public school setting as teacher, curriculum director, and principal. She has also worked in real estate and real estate development.

Expected Contribution: Brook's background in both traditional public and charter school education will support the school's application process and pre-planning work. Brook has also successfully written charter application grants.

Laura Bartel

Background in special education, primarily students with emotional impairments. Laura previously worked as a resource room teacher in a traditional middle school, as well as a special education teacher in a max security juvenile justice treatment facility. She was drawn to Success VLC (School in Michigan) for the opportunity to serve the same population of students, but in an environment that allowed for much more flexibility, creativity, and respect to the student and their needs

Expected Contribution: Laura's background will support not only the implementation of a quality special education program, but will also help with understanding at-risks students, their needs, and how to best serve those needs.

Frank Sebastian:

Holds a Michigan teacher and administrative certificate. Frand has work with Success schools in Michigan as both a Regional Director and Center Director. Frank's background also includes teacher, principal, and coordinator for professional development.

Expected Contribution: Frank's vast experience in the educational whelm will be an invaluable asset to the team in both the application and start up process.

Annie Darrow:

Prior to starting School Accounting Solutions, L.L.C. focused on providing a school finance and accounting resource to school districts, AD has +24 years of public school experience with +14 of those years working as a New Jersey public school comptroller and business administrator. From 2012-2017, prior to retirement, as the comptroller she was responsible for the district's $120 million budget development and management, implemented an integrated fund accounting, payroll and personnel software program, evaluated and created internal control policies and procedures, as well as all district financial transactions. She was responsible for the oversight of the self-insured health benefit program, grant management from the application process to the final reporting, and facilitated the annual audit.

Expected Contribution:

Annie's background in public education, financial, health care, grant management and health benefits are only a few of Annie's talents. Each of these are an essential component to any start-up.

Heather Willey:

Heather is legal counsel for Barnes and Thornburg LLP in the State of Indiana specializing in charter school law, charter school application processes and educational service provider contracts and legal requirements.

Expected Contribution: Heather will serve as Legal Counsel for Success Learning Management LLC.

Section 3. Budget and Financial Plan

Financial Plan

(No limit to budget narrative; include as Attachment 24)

For multi-site operators or networks, the Achievement School District requires individual **school** and **network-level** financial budgeting, reporting, and annual audits. Each school's finances must thus be transparent and distinct from the network level.

1. Describe the systems and processes by which the organization and school(s) will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted; and describe the criteria and procedures for the selection of contractors.

The purpose of this process narrative is to communicate the processes and controls that are in place affecting the financial reporting for school. A control document will be established that includes a quarterly review of the controls and processes below ensuring that those listed are current and in place at the time of quarter end reporting.

Financial Reporting System

School will maintain its financial accounting system on the SunGard software platform, this is a hosted software and database service. Access to the system is limited and controlled by contracted service provider.

General Ledger Maintenance

The General Ledger will be established in conjunction with the Indiana Department of Education's accounting guidelines and chart of accounts. It will be maintained by the contracted service staff through continuous review, reconciliation and journal entries.

Financial Data

All financial data will be collected, recorded and maintained through a third party contracted services.

Account Reconciliations

All Balance Sheet accounts are required to be reconciled as part of the month end closing process. Each account reconciliation is printed and attached to a general ledger activity report, analysis, and any source documentation needed to fully understand the activity that was processed through that account.

Financial Analysis

At the end of each month, the company will prepare the monthly financial reports. These reports consist of a summary of the Consolidating Balance Sheet by Fund, A Comparative Profit & Loss Statement, and a Cash Flow Projection. The amounts on the monthly financial reports are derived from the final trial balance report that is exported from SunGard in an excel format and pasted into an Excel financial analysis tool.

The financial statement narrative will be crafted by the consultants monthly and sent to the CEO no later than a week prior to Board of Directors meeting.

The purpose of this process narrative is to communicate the processes and controls that are in place affecting the handling, recording, and reporting of revenues. This process will be reviewed quarterly.

Receipts

Payments are recorded in a receipt book (with sequence numbers) and entered into the cash receipt log. The collection and receipts will be reconciled monthly with Bank Statements.

Deposit Procedure

A deposit is made as needed; a copy of cash receipt log is attached with money receipted and forwarded to accountant who organizes the payments based on purpose and determines the proper bank account. Deposit amounts are then recounted and verified as correct amounts on deposit log.
Bank deposit slips are prepared for each deposit.
Checks with deposit slips are copied.
The deposit is then taken to the bank.
Deposit receipts are attached to the copies of the deposit slips and filed with Staff Accountant.

Bank Reconciliation

Bank reconciliations are completed as part of the month end closing process.
Bank reconciliations are documented with a copy of the bank statement, a general ledger report, the outstanding checks listing, and any manual journal entries for support.
The School receipts are reconciled each month by matching the deposit logs to deposits on the bank statement to verify matching amounts.

Distribution Processing

AP Check Runs

The frequency of regular check run is that approved invoices are paid twice per month on the 15th and 30th. Matched invoices and approved check requests are keyed in by the Staff Accountant. The consultant posts the batches to the AP subsidiary ledger in the SunGard system and the subsequent general ledger posting to the Control AP account. AP Batch entry reports are provided to the CEO prior to posting for a review of appropriateness and account coding.

Check runs are logged in the "Cash Disbursement Log" and maintained by the Consultants. The cash disbursement log lists the date of the check run, the first check number used, the last check number used, and the amount of the check run.

The accounting system used will not allow an invoice number to be entered if it was already paid – the system has a “double-check” feature built in to ensure an invoice is not paid again.
Checks issued and funds disbursed are reconciled on a monthly basis and reviewed by CEO and appointed board members.

Human Resources and Payroll

All HR and Payroll services will be outsourced. All school employees will be leased employees.

Recruitment

Recruitment is performed by the Human Resources Consultants.
Approval will be obtained to fill the open position from CEO

Personnel Data Management

Personnel files are maintained for employees. The file includes copies of

1. The offer letter
2. Job description

3. Forms required for payroll processing (ie w-4's), direct deposit, 401k enrollment, application for employment, etc. C
4. Copies if applicable certifications such as teacher certifications (if applicable) and of transcripts.
5. Copies of background checks (green light, red light) and fingerprint checks are also part of the file.

These files are kept according to the Record Retention policy.

Pay Periods

All employees are paid semi-monthly (twice per month – approximately the 15th and 30th. Hourly workers are on a different pay cycle than that of salaried workers. Both Hourly and Salaried workers are on a semi-monthly pay cycle. The hourly workers pay cycle ends 1 week prior to the end of the 15th or 31st of each month. Except for the year end accrual purpose an estimate is calculated for hourly employees to be paid as of June 30th.

Payroll Disbursements

Biweekly Payroll Process

Salaried employees are setup with "AutoPay" in ADP for the semi-monthly amount established. The consultant will creates a pay data batch to add any special pay items such as Stipends, Bonuses, retro-pay adjustments, etc. The pay data batch is merged with the AutoPay amounts to create the amounts to be paid. The CEO will review the payroll from ADP utilizing preview. The CEO reviews the preview for unusual pay items, reasonableness of gross pay totals, new employees, and to confirm separated employees are no longer being paid. Once the payroll preview report is approved, the payroll and the checks are printed by ADP.

Month End and Year End

Consultants provide a monthly wrap up report to the CEO and Board of Directors. Independently, the CEO and Accountant will verify, reconcile payroll records to General Ledger and financial reports.

An annual Financial Audit will be conducted including an annual evaluation of payroll costs and related expenses.

Evaluation Criteria for Outsourcing Service / Contracting with a Third Party

1. The ability, capacity, and skill of the contractor to perform the contract or provide the service required.
2. Whether the consultant can perform the contract or provide the service promptly and within the time specified without delay or interference.
3. The character, integrity, reputation, experience, and efficiency of the contract.
4. The quality of performance of previous contracts or services.
5. The equipment and facilities available to the contractor to perform the contract or provide the service.
6. The sufficiency of the financial resources and ability of the contractor to perform the contract or provide the service.
7. The quality, availability and adaptability of the supplies, materials, equipment or services to the particular use required.
8. The ability of the contractor to provide future support and ongoing service.
9. The amount and condition, if any, of the contract.

2. Describe how you will provide an independent annual audit of both **organization-level** and **school-level** financial and administrative operations.

The school board will appoint an independent auditing firm for Success BLC to perform an annual financial audit in compliance with state and federal laws and regulations.

3. Provide, as **Attachment 23,** detailed budgets for the operator at the network level AND for EACH individual school. Applicants must provide a network-level budget (no template is provided). Applicants must either complete the Budget Worksheets (all sections) for the network and each campus, including revenue and expenditure projections that reflect proposed growth and development needs over time, or may submit financial forms in the organization's existing format, provided that they accomplish the following:
    a. Include a separate budget for each school
    b. Include a back-office budget
    c. Specify per-pupil management fees
    d. Incorporate financial implications of facilities plans
    e. Explicitly detail major assumptions including but not limited to:
        - Student enrollment
        - **All** anticipated funding sources[3], including:
            - Local, state, and federal per-pupil funding; eligibility levels; and annual increases
            - Other government resources
            - Private fundraising
            - eRate
            - Student fees
        - Compensation (school and network/CMO levels), including:
            - Salary table and number of staff by position
            - Yearly pay increases
            - Pension contribution and other benefits
        - Line items for each major expense and delineation of assumptions, including:
            - Instructional materials and supplies
            - School equipment and furniture
            - Technology for student and instructional use
            - Professional development
            - Student assessments
            - Student information system
            - Special education services
            - Student activities
            - Contracted services at school and network/CMO levels (audit, I/T, PD, etc.)
            - Rent and utilities
            - Office supplies and equipment
            - Technology for administrative use
            - Fundraising materials and resources (non-staff)
        - School start-up costs
        - Management fees and any other management compensation
        - Facility scenarios

[3] *Note: Both the budget forms and narrative should specify the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated and include evidence of firm commitments, where applicable.*

- Capital, contingency, and insurance reserve funds

Please see **Attachment 23** for budget worksheet A, B & C

2. Present, as **Attachment 24,** a detailed budget narrative describing assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (*e.g.*, grants, donations, fundraising).
   a. Per-Pupil Revenue. Use the figures below in developing your budget assumptions.
   b. Anticipated Funding Sources. Indicate the amount and sources of funds, property, or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated and include evidence of commitment for any funds on which the school's operation depends.
   c. Discuss the school/organization's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.
   d. Year 1 cash flow contingency, in the event that revenue projections are not met in advance of opening.

Please see **Attachment 24** for budget narrative.

3. Explain how the organization will reach its fundraising goals over the next five years. Provide a development plan that includes staffing needs

Success Learning Management LLC and Success BLC believes in operating from the per-pupil expenditures provided and does not rely on fundraising and development because they are not reliable sources of long-term sustainability. Rather time, expertise, and resources are put into creating a sound financial program that allows for more professionals to be in contact with students.

4. Describe the annual audit of the financial and administrative operations of the school and organization. Include evidence that the school will adhere to the accounting, auditing, and reporting procedures and requirements that apply to public schools operating in Indiana.

Success BLC's board is not only committed to evaluating the academic success of the school, but also the financial aspect. In holding the school accountable to this, a third party auditing firm will be hired to audit all aspects of the school financials, compliance with financial obligations in contracts, and internal controls necessary to ensure the fiduciary responsibility of the board is being met to the best of their ability.

***In developing your budget, contact Indiana Department of Education to determine your per pupil funding estimates. These figures are based on figures from 2011-12 and should be used for planning purposes only.**

Financial Capacity

Describe the team's individual and collective qualifications for implementing the Financial Plan successfully, including capacity in areas such as the following:

- Financial management;
- Fundraising and development; and
- Accounting.

- **Financial management:**

Our team is uniquely qualified to ensure financial accountability, stability, and compliance. With over 20 years of specific charter school experience to include budgeting, financially oversight and policy development.

Specially, Travis Gostinger started his career in banking, became the charter school business manager of a high performing charter school in MI, then became its CEO. Travis oversaw increases and decreasing in student state aid payments, enrollment increases, and decreases, school short term bridge and school facility bond efforts.

Robert Giordano, long time national charter school operator and developer have over 20 years starting and opening public charter schools nationally. For the last four years, Robert has headed facility funding and development as a senior vice president for a national charter school developer and lender. Robert has been the keynote speaker twice at the Ziegler national bond underwriters charter conference, the BB&T national banking and bond charter conference and spoke at the National Charter Schools Conference in 2018 along with the National Charter Schools Institute on charter school financing. Robert has been involved in helping to turnaround failing schools in LA, MI, and NJ, most of which had financial issues.

Maxim Shafik a CPA and business manager for Success Management has over 15 years in leading charter school business. Max Shafix is an expert at charter school operational finance, costs controls and compliance.

- **Fundraising and development:**
  Our team believes in operating from the per-pupil expenditures provided and does not rely on fundraising and development because it is not a reliable method of long-term sustainability.

- **Accounting:**
  Success Learning Management LLC will utilize qualified personnel to accomplish accounting tasks.

Section 4. Portfolio Review/Performance Record

BSU will base qualification decisions, in substantial part, on the organization's past performance. Provide the following information about schools operated by the organization. ***This section does not require applicants to provide academic performance data for schools operated by the organization. Reviewing performance data is a critical part of the BSU's due diligence and evaluation process, and BSU will tailor this review to the scale and scope of each organization's portfolio. Applicants should expect a supplemental request for information tailored to the history and structure of the applicant organization.***

1. Using the Portfolio Summary Template, provide, as **Attachment 25,** a detailed summary of all of the schools in the operator's portfolio.

Please see **Attachment 25** for completed portfolio templates for:

- Success Virtual Learning Centers of Michigan
- Success partnership with Berrien Springs Public Schools.

2. Select one or more of the consistently high-performing schools that the organization operates, and discuss the school's performance.
   a. Be specific about the results on which you base your judgment that the school is high- performing. Include student achievement status, growth, absolute, and comparative academic results, as available.

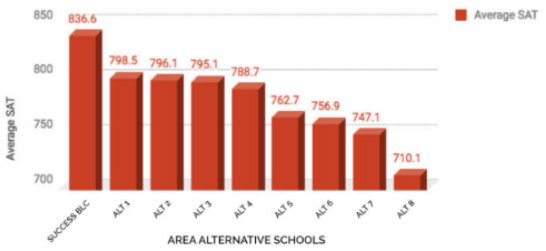
Success Learning Management LLC's partnership with Berrien Springs Public Schools was the catalyst to starting Success Virtual Learning Centers of Michigan, a statewide virtual school. These centers have created a model that allows students to take one class at a time, giving them the ability to focus energy and attention on one content area to achieve mastery of essential skills. This, along with 6 core, foundational, non-negotiable beliefs, makes Success Learning Management LLC's portfolio of schools the success they are today.

THE PROOF IS IN THE NUMBERS

Success has chosen to spend thousands more on each student to serve them virtually and with optional center support staffed with caring, highly qualified, certified full time Relationship Managers/Teachers. The payoff for the investment is clear.

In our continued effort to offer an innovative and alternative option for students to earn their high school diploma, Success has expanded in Flint, Grand Rapids, Hazel Park, Lansing, Monroe, Muskegon, Pontiac, and Port Huron. Our students achieve SAT Scores that are better than students at the other local opportunity schools. The graph below compares Success average SAT scores against a sampling of the area opportunity schools.

Student Options for alternative education programs in Areas SUCCESS Serves



In 6 years we went from 0 kids to over 3,000 in 23 centers all across Michigan.

What makes this amazing is that the students we enroll are high school students that had dropped out or were so credit deficient that their high schools gave the student and their attached corresponding funding to us. This means we helped students without harming funding from local school districts.

Are we effective? Our SAT scores that are higher than other opportunity schools, and even exceeding some traditional high schools... while primarily serving at-risk students.

Does it help or harm local schools? Districts partner with us year after year, they would not partner with us if we were not a great solution for their district.

Clearly our one class at a time sequential classes provide for deeper learning.

Success is ready to serve, wherever we are called. Our scalable, duplicatable model helps students be successful.

SUCCESS
VIRTUAL + LEARNING CENTERS

2017-2018 Comparative SAT Scores

School	District	SAT
Grand Rapids Learning Center	GRPS	840.4
Lansing Sexton	Lansing	827.2
Ottawa Hills High School	GRPS	823.9
Grand Rapids University Prep	GRPS	822
SUCCESS Virtual Learning Centers of Michigan	**SVLC**	**820**
Orchard Center High School	Monroe	818
New Beginnings	Cedar Springs	810
Detroit Collegiate Prep H.S.	Detroit	793
Muskegon Community Ed Center	Muskegon	789.4
Invest Roosevelt Alternative High School	Hazel Park	785
Northview Alternative	Northview	782.8
54th St Academy	Kellogsville	776.7
Waterford Durant High School	Waterford	766.7
East Lee Campus	Godfrey-Lee	764.5
Crossroads Alt	Kentwood	761.4
Harrison Center	Port Huron	758.3
Muskegon Heights Academy	Muskegon	740
Covenant House Academy Detroit East	Covenant House	715.8
Covenant House Academy Grand Rapids	Covenant House	715.7
Covenant House Academy Detroit Central	Covenant House	714.4
Accelerated Learning Academy	Flint	675

Our most recent SAT scores show that Success schools are among the top performers when compared to other opportunity programs. This has proven true for several years in a row. (NOTE: Scores are based upon the 2016 redesigned SAT scale of 1600)

These SAT scores also reflect a greater than 95% participation rate. Success believes in order to effectively measure our students' proficiency and growth, **ALL** students must take the required assessments when enrolled at our schools. This is a marked difference in comparison to other virtual schools' philosophy on testing. Participation in state testing is made easy for our students and cost effective for Success because of the center concept. Each student has a center that is accessible to them for testing.

All success schools seek to provide students with an alternative path to graduation and ultimately inspire students to believe in themselves both during and beyond their time at Success.

Graduation data is an important reflection of whether we are meeting our goals and as such, we evaluate graduation rates to determine if the strategic mission and vision are being achieved. During the 2016-17 academic year 179 students graduated from Success VLC: 124 of these students were enrolled prior to the first count date in October, the remaining 55 enrolled later in the school year.

Based upon an analysis of students who were enrolled before the first count date and expected to graduate during the 2016-17 school year (within 6 credits of graduation requirements at the beginning of the school year or targeted for graduation for other reasons), the graduation rate was 69% (124 out of 181 students graduated by the end of August 2017). The remaining students were, on average, only 2.7 credits away from completing their graduation requirements by the end of the year.

(Sources: https://drive.google.com/file/d/0B9iC25bC-sdTVW5FcmlyLU1ldWl5ZnFndEVOUFlRS2pnS00w/view)

See below table for more information on graduation data and the Success of the program

LOOKING AT THOSE WHO ENROLLED IN 2013-14…		
	Entered as "Senior" (Adjusted Class of 2014)	Entered as "Junior" (Adjusted Class of 2015)
% Graduated by 2015	78.4%	44.4%
% Still Enrolled in 2015	5.4%	20.6%
% Withdrawn / Transferred / Aged out by 2015	16.2%	34.9%

LOOKING AT THOSE WHO ENROLLED IN 2014-15…		
	Entered as "Senior" (Adjusted Class of 2015)	Entered as "Junior" (Adjusted Class of 2016)
% Graduated by 2015	53.7%	19.5%
% Still Enrolled in 2015	40.2%	71.3%
% Withdrawn / Transferred / Aged out by 2015	6.1%	9.1%

Interpretation notes: The green cell shows that for seniors who enrolled in 2013-14, success attained a 78% graduation rate (this would be a 5-year rate, given that it is for the adjusted class of 2014 and we're looking at 2015 graduation numbers). The blue cells in the next table show that success could potentially exceed this number for seniors who enrolled in 2014-15 (currently with a 4-year rate of 54% but with an additional 40% still enrolled and likely to graduate by the end of the year, for a potential total of 94%). Juniors who enrolled in 2013-14 do not show as high of a potential 5-year rate (could be up to 65%--see yellow cells), however for juniors who entered most recently, there's a potential for a 91% 5-year graduation rate (see orange cells).

In addition to the above measures, Success Learning Management LLC believes that student perception data is incredibly important to not only validating areas of excellence, but also areas where attention and focus are demanded. Below are the 2016-2017 results in regards to students' feelings and perceptions toward Success and the

program as a whole. As you can see, Success students are confident in the program, in the adults who support them, and in their hope for a brighter future.

Lastly, Success Learning Ma

Scale	Survey Item	% Strongly Endorsing ("4" or "5" on 5-pt scale)
Motivation to Learn	Finishing school will make a big difference in my life	92%
Academic Help from Teachers	If I have trouble understanding a problem, I can get the help I need at this school	91%
Motivation to Learn	Becoming a high school graduate is really important to me	90%
Motivation to Learn	I will not give up on my goal to complete high school, even if I face challenges	90%
Expectations / Aspirations	I expect that I will graduate from high school	90%
Connections with Teachers / Guidance	The teachers here work hard to make sure that I stay in school (don't drop out)	89%
Connections with Teachers / Guidance	Adults at this school believe in me	89%
Positive Feelings about School	I feel safe at Success	88%
Self-Efficacy	I believe that I can succeed at this school	88%
Connections with Teachers / Guidance	The adults at this school care about how I am doing	87%
Family Support	My family/guardians want me to keep trying when things are tough at school	87%
Family Support	My family/guardian(s) are proud that I am in school and working to get my diploma	86%
Expectations / Aspirations	I am hopeful about my future	85%
Motivation to Learn	It is important to me that I improve my academic skills	85%
Academic Help from Teachers	The teachers here know the subject matter well	85%
Family Support	My family/guardians encourage me to work hard at school	85%
Academic Help from Teachers	The teachers here give me specific suggestions about how I can improve my work	83%
Connections with Teachers / Guidance	The adults at this school are glad that I am here	83%
Self-Efficacy	In general, I have the ability to meet my goals here at Success	82%
Self-Efficacy	I believe I have a better chance of succeeding here than if I were at a different school	81%
Academic Help from Teachers	The teachers explain things in a different way if I don't understand something	80%
Positive Feelings about School	I am proud of what I have accomplished at Success	80%
Motivation to Learn	It's important that I really learn the information in my courses, not just complete it	79%
Connections with Teachers / Guidance	The teachers here set high expectations for me	78%
Positive Feelings about School	I enjoy the time I spend at Success	77%
Positive Feelings about School	Overall, I feel good about being (back) in school	76%
Engaged Behavior	I am REALLY working hard here at Success	66%
Connections with Teachers / Guidance	I've had conversations with adults at this school about my future	64%
Engaged Behavior	I am usually "on-task" when I'm at Success	63%
Motivation to Learn	I want to go to college	63%
Family Support	My family/guardians take time to help me make decisions about school and my future	60%
Work Habits / Self-Regulation	I set goals for what I want to accomplish each week or month at school	58%
Expectations / Aspirations	I am making good progress toward completing the courses I need to graduate	54%
Work Habits / Self-Regulation	I set aside time most days of the week to do my schoolwork	53%
Work Habits / Self-Regulation	I manage my time well enough to make good progress on my courses	52%
Positive Feelings about School	I have some friends at this school	33%
Motivation to Learn	I'm pretty sure I could still get a good job, even if I don't finish high school*	25%
Self-Efficacy	When I work on my coursework, I often feel like I just can't do it*	20%
Engaged Behavior	When I'm at Success, I sometimes just pretend I'm working*	8%

nagement LLC believes wholeheartedly that data, whether good or bad, should drive our decisions and guide our actions so our students receive nothing less than the very best education. Below are links to the annual outside evaluations Success conducts on its centers. This information is invaluable in outlining successes and diagnosing areas of opportunity.

2014-2015 Hypothesi Report
2015-2016 Hypothesi Report
2016-2017 Hypothesi Report

b. Discuss the primary causes to which you attribute the school's distinctive performance.

There are many reasons we believe the schools in our portfolio perform well. We believe our success is attributed to a proven model that incorporates sequential learning, blended environments, highly-qualified, caring Relationship

Managers (RMs), and a culture cultivated by the belief that all students can achieve. Our fidelity to the model ensures that our students are engaged and connected. Additional factors that contribute to this success are:

- 50:1 student to teacher ratio (vs traditional public school where teachers serve; 30 students a class x 5 classes = 150 students a day)
- 91% of enrolled students revealed they enjoyed the experience of learning at Success
- Average of 5 students per teacher during most hours of the day
- Quiet, comfortable working environment where students are treated as young adults
- Skilled, highly qualified educators at every center
- Advanced technology
- High expectations of all students
- True virtual blended learning program rather than a typical alternative education environment
- On average, Success students had only earned about 3 credits at their previous school by the age of 17, putting them at-risk of never graduating How is this a contributor to our success?

"Success Virtual Learning Centers have been a lifesaver for some of our students and Dallas was the catalyst for this. The program will benefit your community and students."

Kristi Teall, Superintendent St. Louis Public School and former Superintendent Central Montcalm Public School (developed program in both districts)

"Comstock Park High School has experienced a very positive partnership with Success to meet the individual needs of select students in our district. The ability of Success to offer flexible non-traditional options to students who are credit deficient or facing other unique challenges in order to make continued educational progress towards a high school diploma has proven to be very valuable. In addition, the instruction and administration have both been of high quality for our students. Comstock Park looks forward to continuing our positive relationship with Success and the value they bring to our community."

Ethan Ebenstein, Superintendent Comstock Park Public Schools

"Working collaboratively with Success, allowed us the necessary planning time to build our own virtual school. It has taken several years, but we owe much of our confidence in our virtual school to the quality we have directly observed in their work."

Pete Haines, Superintendent, Greenville Public Schools

c. Discuss any notable challenges that the school has overcome in achieving its results.

Just as any school or organization does as it begins its journey, Success Learning Management LLC, its schools and partnerships have overcome many challenges. However, the most consistent obstacle we must overcome is educating other schools in the communities about our program and helping them to understand we seek to be in partnership with them NOT in competition. Our mission is to provide a non-traditional form of education to students who are at-risk or have dropped out. The students coming to Success are most often students whose performance would have had an unfavorable impact on their resident school data. When enrolling in a Success school, both the student AND their data leave their resident district, thereby increasing graduation rates and lowering dropout rates for that district. See information to the left regarding what other schools in Michigan are saying about Success.

d. Identify any ways in which the school's success has informed or affected how other schools in the network operate. Explain how the effective practice or structure or strategy was identified and how it was implemented elsewhere in the network.

Because Success schools operate using one consistent model, success is reliably replicated at other centers. However, the magic in our program is the ability to compare and analyze how the program is implemented in comparison to other sites and the ability to learn and adjust with the help and oversight of mentors working with the same types of at-risk students, using the same model, and the same instructional strategies.

3. Select one or more of the organization's schools whose performance is relatively low or not satisfactory and discuss the school's performance.
    a. Be specific about the results on which you base your judgment that performance is unsatisfactory. Include student status, growth, absolute, and comparative academic results, as available.

Success Learning Management is so committed to the power that data holds, that we perform a weekly student achievement validation to ensure that successes or opportunities are identified quickly. This data validation gives us considerable information, but one important outcome is the ability to track student progress by teacher. This ability affords Success the opportunity to provide supports to teachers in helping their students succeed. Teaching practices are monitored to ensure the program is being implemented with consistency. As well, students' challenges are identified quickly and interventions are assigned as described in several areas of this application. Because of this tactic, when an individual centers has an area of concern, it is caught early and we are able to avoid declining student achievement or student disengagement.

    b. Describe the primary causes to which you attribute the school's problems
    c. Explain the specific strategies that you are employing to improve performance.

In response to questions b and c, student disengagement from content and sporadic center attendance is most often caused by our students' life circumstances. Many times students have a lack of childcare, need to work additional hours, or simply fall back into old patterns. This is why the Relationship Managers (RMs) are so vital. Because of our weekly data validation and our prescribed levels of intervention for disengagement, students who may have a bump in the road are quickly identified and supported to get back on track. RMs also play the important role of helping students to understand why they may have fallen behind and work to develop strategies to overcome these obstacles. Additionally, if obstacles the students face are such they need additional support, RMs play an integral role in finding organizations, partnerships, and support systems to help.

    d. How will you know when performance is satisfactory? What are your expectations for satisfactory performance in terms of performance levels and timing?

Because data is so readily available to us, we would expect improvement very quickly. Student disengagement must be addressed immediately. As such, our relationship Managers, Center Directors, and Regional Directors immediately move into action to implement the needed intervention to help a student or a group of students reengage. We will know if this has been successful by tracking these students using our Edgenuity and Pulse software.

4. *For all schools operating in the state of Indiana,* provide as **Attachment 26**, the most recent performance/evaluation/renewal reports produced by the authorizer(s) (or by a third-party evaluator, if applicable).

N/A

5. *For all schools operating in the state of Indiana*, provide the following in **Attachment 27** (a) the last three years of audited financial statements for the school(s); and (b) the most recent internal financial statements, including balance sheets and income statements for the organization and any related business entities. Be sure that the school level, ESP level, and the overall operations are distinctly represented.

N/A

6. For the organization as a whole and any related business entities, provide the following as **Attachment 28**: (a) the last three years of audited financial statements and management letters; and (b) the most recent internal financial statements, including balance sheets and income statements. Be sure that the ESP level and the overall operations are distinctly represented.

Please see **Attachment 28** for audited financials.

NOTE: Audited financials from Berrien Springs Public Schools. Success Virtual Learning (a school in our portfolio) successfully partners with Berrien Springs to operate Success Virtual learning Centers. This partnership began in 2012 with only 1 center and has grown to 12 centers to date. Audited financials of Success Virtual Learning are included in the formal audit of Berrien Springs Public Schools. It is important to note the strong financial stability of Berrien Springs is, in part, because of the success of these center partnerships.

7. List any contracts with charter schools that have been terminated by either the organization or the school, including the reason(s) for such termination and whether the termination was for "material breach."

N/A

8. List any and all charter revocations, non-renewals, shortened or conditional renewals, or withdrawals/non-openings of schools operated by the organization, and explain what caused these actions.

N/A

9. Explain any performance deficiencies or compliance violations that have led to formal authorizer intervention with any school operated by the organization in the last three years and how such deficiencies or violations were resolved.

N/A

10. Identify any current or past litigation, including arbitration proceedings, by school, that has involved the organization or any charter schools it operates. If applicable, provide in **Attachment 29** (1) the demand, (2) any response to the demand, and (3) the results of the arbitration or litigation.

N/A

Attachment 1 - Leadership Resumes

Dallas@SucceeeVLC.com • Phone: 989-831-8929

Dallas Bell

Accomplishments

- Built a non- profit public school serving at-risk high school youth from 0 to 2960 students served by 23 centers in 6 years- the largest in Michigan.
- Attracted and developed a leadership team with the abilities to scale centers capable of doubling every year.
- Relationship builder- worked with community leaders in each community as we built our 23 schools to ensure a collaborative environment (not always easy as many times charter schools are seen as the "enemy" so this is one of my fondest accomplishments).
- Created systems and procedures to allow for scaling at a fast pace.
- Successfully encouraged other local superintendents to partner together in a mission to serve at-risk youth -12 partnerships spanning 6 years with districts across Michigan working together.
- Developed a leadership team with the mission of expanding SuccessVLC nationwide.

Professional Experience

Co-Founder - Success Virtual Learning Centers 2012– Present

- Founded and led SuccessVLC in disrupting alternative education in Michigan.
- Attracted / Developed a team of 117 staff members to ensure students' success.
- Achieved SAT scores that surpassed local high schools in our locations (with students who have been out of school for a year or more and were credit deficient)
- Created our Success System of one class at a time that not only provided for deeper learning (as evidenced by SAT scores) but also for student success as at risk youth struggle at 18 week long runs….3-4 weeks for each class is something that 3,000 students choose year after year with us because it works.
- Created Success Clarity- Steven Covey's 4 Disciplines of Execution that we customized for educators allowing us to accomplish the ability to serve so many at-risk youth in such a short time.
- Responsible for 26 million dollar budget.

President – Michigan High School Options 2012- Present

- Developed Consulting Company MHSO to support leadership in Traditional, Alternative, and Faith Based schools.

Special Education Educator- Greenville Public Schools 2007- 2011

- Taught at-risk high school students that had Emotional Impairments and/or had Math or English Learning Disabilities.

Greenville Police Officer- Reserve 2009 -2015

- Worked on the Greenville Police force at night while teaching at Greenville High School

Student 2004 -2007

- Returned to school in my 30's and completed 5 years of classes in 3 years

Manufactures Representative 1992- 2004

- Represented lines to Meijer, Kmart, and other accounts (Huffy Bikes, Char-Broil gas grills, Power Wheels, Blue Rhino Propane)

Education

Masters in Educational Leadership	Grand Valley State University	Grand Rapids, MI
Special Education Teaching Degree	Aquinas College	Grand Rapids, MI

TRAVIS G. GOSTINGER

3957 Stoney Ridge Dr., Ft. Gratiot, MI 48059 – (810) 841-0681 – travis@fromthesummit.com

SUMMARY OF QUALIFICATIONS

- Leadership skills; able to direct, motivate, and develop successful people / goals.
- Proactive, extensive team leadership and personnel development skills.
- Superior communication, interpersonal, and negotiation skills facilitating successful interaction with clients from diverse ages, cultures, professions, and socio-economic levels.
- Strong financial and budgeting background.
- Sales oriented; integrity driven, self-motivated.
- Customer service, focus on establishing trust with clientele and promoting repeat business.

PROFESSIONAL EXPERIENCE

Summit Management Consulting, LLC, Ft. Gratiot, MI

Owner / CEO 2012-Present

In 2012, I became owner of Summit Management Consulting, a full service management company. Summit specializes in strategic planning, team development and leadership development. It serves to manage the educational, financial, and administrative functions for Public School Academies. The company has grown to over 100 staff serving as teachers, building maintenance personnel, administrative support staff and administrative leadership.

Landmark Academy, Kimball, MI

Superintendent / CEO 2011-2014

Served as Superintendent for Landmark Academy, directly responsible to the Board of Directors. Executed a clear strategic growth plan. Oversaw academics, finances, compliance, and staffing. Successfully navigated financial constraints for the district. Delivered multiple years of fund balance growth along with clean financial audits. Oversaw multiple successful charter school renewals and helped the school receive reaccreditation from North Central Association Commission on Accreditation and School Improvement (NCA CASI), an accreditation division of AdvancED.

Kristen Kinder

17350 Darden Rd
South Bend, IN 46635

574-229-1589

Kdre80@gmail.com

https://www.linkedin.com/in/kristen-kinder-27038065/

Experience

February 2016-Present

OEM Account Manager • Acme Electric Division of Hubbell Electric

- Work in conjunction with Strategic Account Manager and Director of National Accounts to maintain and grow product sales for 6 of the top 10 OEM customers
- Work with assigned customers to obtain accurate forecasts to ensure on time delivery that meets customer requirements
- Work with manufacturing and distribution to ensure acceptable on time delivery metrics, quality metrics and other criteria monitored by the customer
- Process all customer orders, returns, and credits through the SAP operating system as well as be the point of contact for all customer requests and concerns

April 2013-January 2016

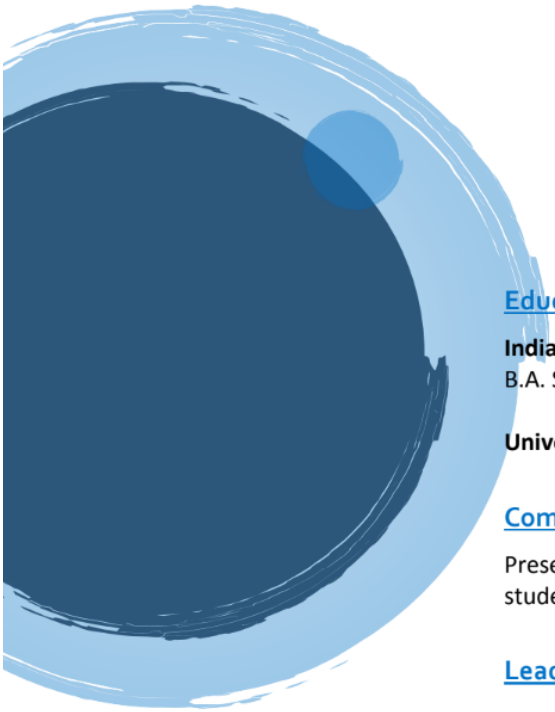
Executive Assistant/Marketing Coordinator • Raco Division of Hubbell Electric

- Recorded product installation videos for Hubbell's YouTube site
- Processed marketing funds of $800K annually for customers
- Organized launch kits for over 30 new products
- Purchased and distributed merchandising tools for customers and agents; Coordinated these items for various electric distribution and retail trade shows

August 2003-March 2013

Spanish Teacher • Penn Harris Madison School Corporation

- Developed and implemented curriculum and instruction for Spanish level 1-4
- Served as Professional Learning Community Leader
- Completed professional development in Literacy Strategies, Common Assessment, Differentiated Instruction, and Behavior is Language
- Served as a translator for parent/administrative conferences
- Appointed as a mentor for beginning teachers



Education

Indiana University, Bloomington, IN
B.A. Spanish, Minor Theatre and Drama

Universidad de Sevilla, Sevilla, Spain

Communication

Presented new products to electrical distributors, contractors, and students at various trade shows in the Midwest

Leadership/Volunteer Experience

- Created work-flow process for account manager position and trained new hires
- Performer, Choreographer, Assistant Director for Elkhart Civic Theatre
- Lead Vocalist for Praise Team at St. Paul's Middlebury Church

References

Jon Wagner- VP of Sales and Marketing
Robroy Enclosures
jwagner@robroy.com

Harold Swanagan

5232 Firch Drive
South Bend, IN 46614

Mobile: 574.340.3028
Email: swanagan.1@nd.edu

EXPERIENCE:

June 2009 to Present: Director of Basketball Operations, University of Notre Dame

- Oversee and communicate with the men's basketball support staff (trainer, nutritionist, strength coach, video coordinator, Fighting Irish Digital Media staff, sports information director, equipment manager, and academic advisor)
- Hire, supervise, and monitor the performance of eight student managers
- Coordinate and schedule events (Student Welfare and Development programs/events, community service, video and photo shoots with digital media, etc.)
- Serve as liaison between student-athletes and academic counselors; inform students of their individual tutoring/counseling sessions with the help of academic advisor
- Meet with academic services staff on a regular basis to ensure student-athletes are meeting the satisfactory progress and degree completion requirements
- Coordinate team travel logistics, including transportation arrangements, lodging, and meals
- Schedule practices and shoot-around times at home and coordinate practice times at sites when traveling
- Assist with budget development and monitor expenditures
- Oversee the purchase and distribution of equipment, uniforms, and apparel for the team and support staff
- Represent the basketball program at functions and events, as necessary, when coaches and/or team administrator cannot attend
- Ensure all assigned tasks are in compliance with the University, ACC Conference, and NCAA rules
- Keep coaches informed of rules and regulations as needed for compliance with NCAA and ACC
- Advise student-athletes during their transition from sport to a professional life
- Serve as Director of Basketball Camps for 600-800 campers per summer: Hire staff, reserve facilities, develop schedules, assign teams, purchase camp apparel, and supervise 60-80 coaches
- Serves on the Diversity and Inclusion Committee.

August 2005 to June 2009: Coordinator of Student Welfare and Development, University of Notre Dame

- Coordinated all community service activities for 700 student-athletes on 26 teams; efforts resulted in 17% increase in community service hours during first year
- Supervised and organized annual freshman and senior dinners at Director of Athletics' house for 374 student-athletes
- Hosted annual Pediatric Oncology Christmas Party, enabling 70 children who have cancer to celebrate the holidays with student-athletes
- Chartered a chapter of Fellowship for Christian Athletes
- Organized and supervised annual Tackle the Arts Program, during which the football team taught over 50 at-risk youth, from four different community centers, different artistic disciplines
- Assisted with organization of annual all-sports banquet, which recognized student-athletes' academic, athletic, and service-oriented achievements
- Organized and coordinated Freshman Orientation sessions for incoming student-athletes
- Organized Drug and Alcohol Awareness Seminars and Sexual Assault/Rape Prevention Education for all student-athletes

August 2002 to July 2006: Professional Basketball Player

- 2005-2006: Elkhart Express (International Basketball League) Elkhart, Indiana, League Champions
- 2003-2004: Team Autun, Autun, France
- Summer 2003: Dodge City Legend (United States Basketball League) Dodge City, Kansas, League Champions

- 2002-2003: Team Enad, Nicosia, Cyprus

June 1999 to July 2006: Basketball Summer Camp Counselor, University of Notre Dame

- Coached 12-18 year olds, provided instruction and supervision in all aspects of the camp
- 2005-2006: Co-commissioner, provided presentations on sportsmanship to campers and coaches, managed schedule flow

August 2004 to August 2005: Strength and Conditioning Intern, University of Notre Dame

- Primary Strength and Conditioning Coach for men's and women's fencing; teams won 2004-2005 National Championship
- Assisted Head Strength and Conditioning Coach with programs for men's and women's basketball, women's soccer, hockey, and women's lacrosse
- Scheduled and developed programs for strength and conditioning sessions, supervised workouts

June 2002 to August 2002: Men's Basketball Mentor, University of Notre Dame

- Supervised three in-coming freshman basketball players, easing transition from high school to college
- Taught in-coming freshmen how to manage their time between academics and basketball

EDUCATION:

MS Education, 2009
Indiana University, South Bend, Indiana

BA Sociology, 2002
University of Notre Dame, South Bend, Indiana

College Activities: University of Notre Dame Men's Basketball captain and four-year letterman; studied abroad in London, England (Summer 2001); volunteered at after-school programs for at-risk youth

Attachment 2

Curriculum Scope and Sequence - Edgenuity **(shared with content provider permission)**.

Math

Standard ID	Standard Text	Edgenuity Lesson Name
IN.G.	GEOMETRY	
G.CI.	CIRCLES	
G.CI.1.	Define, identify and use relationships among the following: radius, diameter, arc, measure of an arc, chord, secant, tangent, and congruent concentric circles.	Introduction to Circles Inscribed Angles Secants, Tangents, and Angles
G.CI.2.	Derive using similarity the fact that the length of the arc intercepted by an angle is proportional to the radius; derive the formula for the area of a sector.	Circumference and Arc Length Area of a Circle and a Sector
G.CI.3.	Identify and describe relationships among inscribed angles, radii, and chords, including the following: the relationship that exists between central, inscribed, and circumscribed angles; inscribed angles on a diameter are right angles; and the radius of a circle is perpendicular to a tangent where the radius intersects the circle.	Central Angles Inscribed Angles Angle Relationships
G.CI.4.	Solve real-world and other mathematical problems that involve finding measures of circumference, areas of circles and sectors, and arc lengths and related angles (central, inscribed, and intersections of secants and tangents).	Introduction to Circles Central Angles Circumference and Arc Length Area of a Circle and a Sector Angle Relationships
G.CI.5.	Construct a circle that passes through three given points not on a line and justify the process used.	Performance Task: Circle Constructions
G.CI.6.	Construct a tangent line to a circle through a point on the circle, and construct a tangent line from a point outside a given circle to the circle; justify the process used for each construction.	Performance Task: Circle Constructions
G.CI.7.	Construct the inscribed and circumscribed circles of a triangle with or without technology, and prove properties of angles for a quadrilateral inscribed in a circle.	Incenter and Circumcenter Inscribed Angles
G.LP.	LOGIC AND PROOFS	
G.LP.1.	Understand and describe the structure of and relationships within an axiomatic system (undefined terms, definitions, axioms and postulates, methods of reasoning, and theorems). Understand the differences among supporting evidence, counterexamples, and actual proofs.	Euclidean Geometry

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Standard ID	Standard Text	Edgenuity Lesson Name
G.LP.1.	Understand and describe the structure of and relationships within an axiomatic system (undefined terms, definitions, axioms and postulates, methods of reasoning, and theorems). Understand the differences among supporting evidence, counterexamples, and actual proofs. *(Cont'd.)*	Defining Terms Introduction to Proof
G.LP.2.	Know precise definitions for angle, circle, perpendicular line, parallel line, and line segment, based on the undefined notions of point, line, and plane. Use standard geometric notation.	Defining Terms
G.LP.3.	State, use, and examine the validity of the converse, inverse, and contrapositive of conditional ("if - then") and bi-conditional ("if and only if") statements.	Conditional Statements and Equivalence Compound Statements
G.LP.4.	Develop geometric proofs, including direct proofs, indirect proofs, proofs by contradiction and proofs involving coordinate geometry, using two-column, paragraphs, and flow charts formats.	Introduction to Proof Complementary and Supplementary Angles Proving Lines Parallel Slopes of Parallel and Perpendicular Lines Isosceles Triangles Performance Task: Congruency Proofs Conditional Statements and Equivalence
G.PL.	POINTS, LINES, ANGLES, AND PLANES	
G.PL.1.	Identify, justify, and apply properties of planes.	Euclidean Geometry
G.PL.2.	Describe the intersection of two or more geometric figures in the same plane.	Defining Terms
G.PL.3.	Prove and apply theorems about lines and angles, including the following: vertical angles are congruent; when a transversal crosses parallel lines, alternate interior angles are congruent, alternate exterior angles are congruent, and corresponding angles are congruent; when a transversal crosses parallel lines, same side interior angles are supplementary; and points on a perpendicular bisector of a line segment are exactly those equidistant from the endpoints of the segment.	Linear Pairs and Vertical Angles Parallel and Perpendicular Lines Lines Cut by a Transversal Proving Lines Parallel
G.PL.4.	Know that parallel lines have the same slope and perpendicular lines have opposite reciprocal slopes. Determine if a pair of lines are parallel, perpendicular, or neither by comparing the slopes in coordinate graphs and in equations. Find the equation of a line, passing through a given point, that is parallel or perpendicular to a given line.	Slopes of Parallel and Perpendicular Lines

Standard ID	Standard Text	Edgenuity Lesson Name
G.PL.4.	Know that parallel lines have the same slope and perpendicular lines have opposite reciprocal slopes. Determine if a pair of lines are parallel, perpendicular, or neither by comparing the slopes in coordinate graphs and in equations. Find the equation of a line, passing through a given point, that is parallel or perpendicular to a given line. *(Cont'd.)*	Slopes of Parallel and Perpendicular Lines Writing Linear Equations
G.PL.5.	Explain and justify the process used to construct, with a variety of tools and methods (compass and straightedge, string, reflective devices, paper folding, dynamic geometric software, etc.), congruent segments and angles, angle bisectors, perpendicular bisectors, altitudes, medians, and parallel and perpendicular lines.	Performance Task: Constructions Parallel and Perpendicular Lines Centroid and Orthocenter
G.QP.	QUADRILATERALS AND OTHER POLYGONS	
G.QP.1.	Prove and apply theorems about parallelograms, including the following: opposite sides are congruent; opposite angles are congruent; the diagonals of a parallelogram bisect each other; and rectangles are parallelograms with congruent diagonals.	Parallelograms Proving a Quadrilateral Is a Parallelogram Special Parallelograms
G.QP.2.	Prove that given quadrilaterals are parallelograms, rhombuses, rectangles, squares or trapezoids. Include coordinate proofs of quadrilaterals in the coordinate plane.	Figures in the Coordinate Plane
G.QP.3.	Find measures of interior and exterior angles of polygons. Explain and justify the method used.	Angle Measures of Polygons
G.QP.4.	Identify types of symmetry of polygons, including line, point, rotational, and self-congruencies.	Symmetry
G.QP.5.	Deduce formulas relating lengths and sides, perimeters, and areas of regular polygons. Understand how limiting cases of such formulas lead to expressions for the circumference and the area of a circle.	Circumference and Arc Length Area of a Circle and a Sector Area of Regular Polygons
G.T.	TRIANGLES	
G.T.1.	Prove and apply theorems about triangles, including the following: measures of interior angles of a triangle sum to 180°; base angles of isosceles triangles are congruent; the segment joining midpoints of two sides of a triangle is parallel to the third side and half the length; the medians of a triangle meet at a point; a line parallel to one side of a triangle divides the other two proportionally, and conversely; the Pythagorean Theorem, using triangle similarity; and the isosceles triangle theorem and its converse.	Triangle Angle Theorems Isosceles Triangles Centroid and Orthocenter Using Triangle Congruence Theorems

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G.T.8.	Develop the distance formula using the Pythagorean Theorem. Find the lengths and midpoints of line segments in one- or two-dimensional coordinate systems. Find measures of the sides of polygons in the coordinate plane; apply this technique to compute the perimeters and areas of polygons in real-world and mathematical problems.	Finding Distance in the Coordinate Plane Congruent and Similar Triangles in the Coordinate Plane Writing Linear Equations Figures in the Coordinate Plane Area of Triangles and Parallelograms Perimeter and Area of Rhombi, Trapezoids, and Kites Area of Composite Figures
G.T.9.	Understand that by similarity, side ratios in right triangles are properties of the angles in the triangle, leading to definitions of trigonometric ratios for acute angles.	Trigonometric Ratios
G.T.10.	Use trigonometric ratios (sine, cosine and tangent) and the Pythagorean Theorem to solve real-world and mathematical problems involving right triangles.	Triangle Classification Theorems Solving for Side Lengths of Right Triangles Solving for Angle Measures of Right Triangles Law of Sines Law of Cosines
G.T.11.	Use special right triangles (30° - 60° and 45° - 45°) to solve real-world and mathematical problems.	Special Right Triangles
G.TR.	TRANSFORMATIONS	
G.TR.1.	Use geometric descriptions of rigid motions to transform figures and to predict and describe the results of translations, reflections and rotations on a given figure. Describe a motion or series of motions that will show two shapes are congruent.	Reflections Translations Rotations Compositions Congruent Figures Triangle Congruence: SAS Triangle Congruence: ASA and AAS Triangle Congruence: SSS and HL

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G.TR.2.	Understand a dilation takes a line not passing through the center of the dilation to a parallel line, and leaves a line passing through the center unchanged. Verify experimentally the properties of dilations given by a center and a scale factor. Understand the dilation of a line segment is longer or shorter in the ratio given by the scale factor.	Dilations
G.TS.	THREE-DIMENSIONAL SOLIDS	
G.TS.1.	Describe relationships between the faces, edges, and vertices of three-dimensional solids. Create a net for a given three-dimensional solid. Describe the three-dimensional solid that can be made from a given net (or pattern).	Three-Dimensional Figures and Cross Sections Solids Modeling 3-D Figures
G.TS.2.	Describe symmetries of three-dimensional solids.	Symmetry of Solids
G.TS.3.	Know properties of congruent and similar solids, including prisms, regular pyramids, cylinders, cones, and spheres; solve problems involving congruent and similar solids.	Changing Dimensions of 3-D Figures
G.TS.4.	Describe sets of points on spheres, including chords, tangents, and great circles.	Spheres
G.TS.5.	Solve real-world and other mathematical problems involving volume and surface area of prisms, cylinders, cones, spheres, and pyramids, including problems that involve algebraic expressions.	Volume of Prisms Volume of Pyramids Volume of Cylinders, Cones, and Spheres Cavalieri's Principle and Volume of Composite Figures Surface Area
G.TS.6.	Apply geometric methods to solve design problems (e.g., designing an object or structure to satisfy physical constraints or minimize cost; working with typographic grid systems based on ratios).	Density and Design Problems
G.TS.7.	Graph points on a three-dimensional coordinate plane. Explain how the coordinates relate the point as the distance from the origin on each of the three axes.	Graphing in 3-D
G.TS.8.	Determine the distance of a point to the origin on the three-dimensional coordinate plane using the distance formula.	Graphing in 3-D
G.TS.9.	Identify the shapes of two-dimensional cross-sections of three-dimensional objects, and identify three-dimensional objects generated by rotations of two-dimensional objects.	Three-Dimensional Figures and Cross Sections

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11-12.RL.2.	KEY IDEAS AND TEXTUAL SUPPORT: Build comprehension and appreciation of literature by analyzing, inferring, and drawing conclusions about literary elements, themes, and central ideas	
11-12.RL.2.1.	Cite strong and thorough textual evidence to support analysis of what a text says explicitly as well as inferences and interpretations drawn from the text, including determining where the text leaves matters uncertain.	Part 2: Epic Hero: *Gilgamesh* Part 3: Writing to Analyze the Epic Hero in *Gilgamesh* Introduction to Anglo-Saxon Literature: *Beowulf* Satire in The Pardoner's Tale Chivalry in the Middle Ages: *Sir Gawain and the Green Knight* Central Ideas and Context: *Utopia* Part 3: Text Structure in an Informational Text *Hamlet* , Part 4: Comparing and Contrasting Interpretations *Hamlet* , Part 5: Characteristics of Elizabethan Drama Part 3: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Making Inferences and Predictions Part 4: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Theme Fantasy Literature: J. R. R. Tolkien's *The Fellowship of the Ring* Allusions and Perspective in Derek Walcott's *Midsummer*
11-12.RL.2.2.	Compare and contrast the development of similar themes or central ideas across two or more works of literature and analyze how they emerge and are shaped and refined by specific details.	Part 2: Epic Hero: *Gilgamesh* *Hamlet* , Part 8: Themes Themes in the Poetry of Keats Part 4: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Theme Part 7: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Conflict and Resolution Part 3: Characterization in *The Importance of Being Earnest* Sound and Structure in Poems by Dylan Thomas and W. B. Yeats

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11-12.RL.2.3.	Analyze the impact of the author's choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).	Part 1: Epic Poetry: *Gilgamesh* Part 2: Epic Hero: *Gilgamesh* Characterization in *Grendel* Satire in The Pardoner's Tale Chivalry in the Middle Ages: *Sir Gawain and the Green Knight* *Hamlet* , Part 1: An Introduction to Elizabethan Theater *Hamlet* , Part 5: Characteristics of Elizabethan Drama *Hamlet* , Part 7: Plot and Character Part 1: Gothic Fiction: *The Strange Case of Dr. Jekyll and Mr. Hyde* Part 2: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Plot Development and Conflict Part 3: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Making Inferences and Predictions Part 4: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Theme Part 5: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Summary and Plot Development Part 6: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Character Part 7: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Conflict and Resolution Part 3: Characterization in *The Importance of Being Earnest* Fantasy Literature: J. R. R. Tolkien's *The Fellowship of the Ring*
11-12.RL.2.4.	Students are expected to build upon and continue applying concepts learned previously.	

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11-12.RL.3.	STRUCTURAL ELEMENTS AND ORGANIZATION: Build comprehension and appreciation of literature, using knowledge of literary structure and point of view	
11-12.RL.3.1.	Analyze and evaluate how an author's choices concerning how to structure specific parts of a work of literature (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.	Part 1: Epic Poetry: *Gilgamesh* Introduction to Anglo-Saxon Literature: *Beowulf* *Hamlet* , Part 7: Plot and Character Introduction to Romanticism Themes in the Poetry of Keats Haiku and Romantic Poetry Part 1: Gothic Fiction: *The Strange Case of Dr. Jekyll and Mr. Hyde* Part 2: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Plot Development and Conflict Part 4: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Theme Part 5: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Summary and Plot Development Part 6: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Character Part 7: *The Strange Case of Dr. Jekyll and Mr. Hyde* : Conflict and Resolution Comparing and Contrasting Two Versions of *The War of the Worlds* Style in Poems by Rabindranath Tagore Sound and Structure in Poems by Dylan Thomas and W. B. Yeats Fantasy Literature: J. R. R. Tolkien's *The Fellowship of the Ring* Contemporary Poetry: Seamus Heaney's "Digging"
11-12.RL.3.2.	Analyze a work of literature in which the reader must distinguish between what is directly stated and what is intended (e.g., satire, sarcasm, irony, or understatement) in order to understand the point of view.	Satire in The Pardoner's Tale Part 1: A Comedy of Manners: *The Importance of Being Earnest* Part 2: Literary Devices in *The Importance of Being Earnest*

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11-12.RL.4.	SYNTHESIS AND CONNECTION OF IDEAS: Build comprehension and appreciation of literature by connecting various literary works and analyzing how medium and interpretation impact meaning	
11-12.RL.4.1.	Analyze multiple interpretations of a story, play, or poem, evaluating how each version interprets the source text and the impact of the interpretations on the audience.	Introduction to Anglo-Saxon Literature: *Beowulf* Characterization in *Grendel* *Hamlet* , Part 4: Comparing and Contrasting Interpretations Comparing and Contrasting Two Versions of *The War of the Worlds* Analyzing Ekphrastic Poetry
11-12.RL.4.2.	Analyze and evaluate works of literary or cultural significance in history (American, English, or world) and the way in which these works have used archetypes drawn from myths, traditional stories, or religious works, as well as how two or more of the works treat similar themes, conflicts, issues, or topics.	Analyzing Ekphrastic Poetry
IN.11-12.RN.	READING: Nonfiction	
11-12.RN.1.	LEARNING OUTCOME FOR READING NONFICTION: Read and comprehend a variety of nonfiction independently and proficiently	
11-12.RN.1.1.	Read a variety of nonfiction within a range of complexity appropriate for grades 11-CCR. By the end of grade 11, students interact with texts proficiently and independently at the low end of the range and with scaffolding as needed for texts at the high end of the range. By the end of grade 12, students interact with texts proficiently and independently.	Speeches of Queen Elizabeth I Part 1: An Introduction to Elizabethan England Part 2: Summarizing Central Ideas about Elizabethan England Part 3: Text Structure in an Informational Text Central Ideas in *A Vindication of the Rights of Woman* Satire in Swift's "A Modest Proposal" Satire in Swift's "A Modest Proposal" (Continued) Comparing Eighteenth-Century Texts on Slavery Word Meaning in the Preface to *A Dictionary of the English Language* Part 1: Text Details and Context Clues in an Informational Text Part 2: Summarizing an Author's Viewpoint in an Informational Text

Standard ID	Standard Text	Edgenuity Lesson Name
11-12.RN.1.1.	Read a variety of nonfiction within a range of complexity appropriate for grades 11-CCR. By the end of grade 11, students interact with texts proficiently and independently at the low end of the range and with scaffolding as needed for texts at the high end of the range. By the end of grade 12, students interact with texts proficiently and independently. *(Cont'd.)*	Part 3: Using Media to Extend Understanding of an Informational Text Analyzing a Procedural Text: *How to Find Out Anything* Analyzing Career Information from the Bureau of Labor Statistics Website Purpose and Format in "The Leader in the Mirror" Enlightenment Ideas in America
11-12.RN.2.	KEY IDEAS AND TEXTUAL SUPPORT: Extract and construct meaning from nonfiction texts using a range of comprehension skills	
11-12.RN.2.1.	Cite strong and thorough textual evidence to support analysis of what a text says explicitly as well as inferences and interpretations drawn from the text, including determining where the text leaves matters uncertain.	Speeches of Queen Elizabeth I Part 1: An Introduction to Elizabethan England Satire in Swift's "A Modest Proposal" (Continued) Comparing Eighteenth-Century Texts on Slavery Analyzing US World War II Political Messages Part 1: Text Details and Context Clues in an Informational Text Part 2: Summarizing an Author's Viewpoint in an Informational Text
11-12.RN.2.2.	Compare and contrast the development of similar central ideas across two or more texts and analyze how they emerge and are shaped and refined by specific details.	Central Ideas and Context: *Utopia* Part 2: Summarizing Central Ideas about Elizabethan England Central Ideas in *A Vindication of the Rights of Woman* Part 1: Text Details and Context Clues in an Informational Text Part 2: Summarizing an Author's Viewpoint in an Informational Text

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11-12.RN.2.3.	Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of a text.	Part 2: Summarizing Central Ideas about Elizabethan England Part 3: Text Structure in an Informational Text Central Ideas in *A Vindication of the Rights of Woman* Part 1: Text Details and Context Clues in an Informational Text Analyzing a Procedural Text: *How to Find Out Anything* Analyzing Career Information from the Bureau of Labor Statistics Website
11-12.RN.3.	STRUCTURAL ELEMENTS AND ORGANIZATION: Build understanding of nonfiction text, using knowledge of structural organization and author's purpose and message	
11-12.RN.3.1.	Students are expected to build upon and continue applying concepts learned previously.	
11-12.RN.3.2.	Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.	Part 1: An Introduction to Elizabethan England Part 3: Text Structure in an Informational Text Central Ideas in *A Vindication of the Rights of Woman* Satire in Swift's "A Modest Proposal" Analyzing a Procedural Text: *How to Find Out Anything* Purpose and Format in "The Leader in the Mirror" Enlightenment Ideas in America

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IN.11-12.RV.	READING: Vocabulary	
11-12.RV.1.	LEARNING OUTCOME FOR READING VOCABULARY: Acquire, refine, and apply vocabulary using various strategies and sources	
11-12.RV.1.1.	Acquire and use accurately general academic and content-specific words and phrases at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.	Building Vocabulary: Word Roots, Affixes, and Reference Materials Part 4: Writing to Evaluate Mortimer's Style
11-12.RV.2.	VOCABULARY BUILDING: Build and refine vocabulary by using strategies to determine and clarify words and understand their relationships	
11-12.RV.2.1.	Use context to determine or clarify the meaning of words and phrases.	*Hamlet,* Part 2: Word Choice and Tone Word Meaning in the Preface to *A Dictionary of the English Language* Part 1: Text Details and Context Clues in an Informational Text
11-12.RV.2.2.	Students are expected to build upon and continue applying concepts learned previously.	Building Vocabulary: Word Roots, Affixes, and Reference Materials
11-12.RV.2.3.	Analyze nuances in the meaning of words with similar denotations.	Word Meaning in the Preface to *A Dictionary of the English Language*
11-12.RV.2.4.	Identify and correctly use patterns of word changes that indicate different meanings or parts of speech (e.g., conceive, conception, conceivable).	Parts of Speech: Gerunds, Participles, and Infinitives
11-12.RV.2.5.	Select appropriate general and specialized reference materials, both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, part of speech, etymology, or standard usage.	Building Vocabulary: Word Roots, Affixes, and Reference Materials

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11-12.RV.3.	VOCABULARY IN LITERATURE AND NONFICTION TEXTS: Build comprehension and appreciation of literature and nonfiction texts by determining or clarifying figurative, connotative, and technical meanings	
11-12.RV.3.1.	Analyze the meaning of words and phrases as they are used in works of literature, including figurative and connotative meanings; analyze the cumulative impact of specific word choices (e.g., imagery, allegory, and symbolism) on meaning and tone (e.g., how the language evokes a sense of time and place; how it sets a formal or informal tone).	*Hamlet,* Part 2: Word Choice and Tone *Hamlet,* Part 3: Figurative Language and Allusions Introduction to Romanticism Themes in the Poetry of Keats Haiku and Romantic Poetry Part 1: Gothic Fiction: *The Strange Case of Dr. Jekyll and Mr. Hyde* Part 2: Literary Devices in *The Importance of Being Earnest* Comparing and Contrasting Two Versions of *The War of the Worlds* Style in Poems by Rabindranath Tagore Sound and Structure in Poems by Dylan Thomas and W. B. Yeats Analyzing Ekphrastic Poetry Contemporary Poetry: Seamus Heaney's "Digging" Allusions and Perspective in Derek Walcott's *Midsummer*
11-12.RV.3.2.	Determine the meaning of words and phrases as they are used in a nonfiction text, including figurative, connotative, and technical meanings; evaluate the cumulative impact of how an author uses and refines the meaning of a key term or terms over the course of a text.	Satire in Swift's "A Modest Proposal" Satire in Swift's "A Modest Proposal" (Continued) Comparing Eighteenth-Century Texts on Slavery Word Meaning in the Preface to *A Dictionary of the English Language* Part 1: Text Details and Context Clues in an Informational Text
11-12.RV.3.3.	Interpret figures of speech (e.g., paradox) in context and analyze their role in the text.	*Hamlet,* Part 3: Figurative Language and Allusions

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IN.11-12.W.	WRITING	
11-12.W.1.	LEARNING OUTCOME FOR WRITING: Write effectively for a variety of tasks, purposes, and audiences	
11-12.W.1.1.	Write routinely over a variety of time frames for a range of tasks, purposes, and audiences; apply reading standards to support analysis, reflection, and research by drawing evidence from literature and nonfiction texts.	
		Part 3: Writing to Analyze the Epic Hero in *Gilgamesh* Writing a Narrative Application Essay Writing an Informative Essay about a Utopia Part 4: Writing to Evaluate Mortimer's Style Writing a Research-Based Informative Essay about Language Speaking and Listening: Planning a Multimedia Presentation Writing an Argumentative Essay about an Ethical Issue Writing an Analysis of Media Messages Creating a Museum Exhibit Writing a Persuasive E-mail Writing a Personal Statement Speaking and Listening: Formal Debate
11-12.W.2.	HANDWRITING: Demonstrate the ability to write legibly	
11-12.W.2.1.	Students are expected to build upon and continue applying concepts learned previously.	
11-12.W.3.	WRITING GENRES: Develop and refine writing skills by writing for different purposes and to specific audiences or people ARGUMENTATIVE	
11-12.W.3.1.	Write arguments in a variety of forms that -	
11-12.W.3.1a.	Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences claim(s), counterclaims, reasons, and evidence.	
		Speaking and Listening: Planning a Multimedia Presentation Writing an Argumentative Essay about an Ethical Issue Writing a Persuasive E-mail

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11-12.W.3.3d.	Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).	Writing a Narrative Application Essay Writing a Personal Statement
11-12.W.3.3e.	Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.	Writing a Narrative Application Essay Writing a Personal Statement
11-12.W.3.3f.	Provide an ending that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.	Part 3: Writing to Analyze the Epic Hero in *Gilgamesh* Writing a Narrative Application Essay Writing an Informative Essay about a Utopia Part 4: Writing to Evaluate Mortimer's Style Writing a Research-Based Informative Essay about Language Writing an Argumentative Essay about an Ethical Issue Writing an Analysis of Media Messages Creating a Museum Exhibit Writing a Personal Statement
11-12.W.4.	THE WRITING PROCESS: Produce coherent and legible documents by planning, drafting, revising, editing, and collaborating with others	
11-12.W.4.1.	Apply the writing process to -	
11-12.W.4.1a.	Plan and develop; draft; revise using appropriate reference materials; rewrite; try a new approach, focusing on addressing what is most significant for a specific purpose and audience; and edit to produce and strengthen writing that is clear and coherent.	Writing a Narrative Application Essay Writing an Informative Essay about a Utopia Writing a Research-Based Informative Essay about Language Writing an Argumentative Essay about an Ethical Issue Writing an Analysis of Media Messages

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11-12.W.4.1b.	Use technology to generate, produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.	Writing a Narrative Application Essay Writing an Informative Essay about a Utopia Writing a Research-Based Informative Essay about Language Writing an Argumentative Essay about an Ethical Issue Writing an Analysis of Media Messages Creating a Museum Exhibit Writing a Persuasive E-mail Writing a Personal Statement
11-12.W.5.	THE RESEARCH PROCESS: Build knowledge about the research process and the topic under study by conducting research FINDING, ASSESSING, SYNTHESIZING, AND REPORTING INFORMATION	
11-12.W.5.1.	Conduct short as well as more sustained research assignments and tasks to build knowledge about the research process and the topic under study.	
11-12.W.5.1a.	Formulate an inquiry question, and refine and narrow the focus as research evolves.	Writing a Research-Based Informative Essay about Language Speaking and Listening: Planning a Multimedia Presentation Creating a Museum Exhibit Speaking and Listening: Formal Debate
11-12.W.5.1b.	Gather relevant information from multiple types of authoritative sources, using advanced searches effectively, and annotate sources.	Writing a Research-Based Informative Essay about Language Speaking and Listening: Planning a Multimedia Presentation Creating a Museum Exhibit Speaking and Listening: Formal Debate
11-12.W.5.1c.	Assess the strengths and limitations of each source in terms of the task, purpose, and audience.	Speaking and Listening: Formal Debate
11-12.W.5.1d.	Synthesize and integrate information into the text selectively to maintain the flow of ideas.	Speaking and Listening: Formal Debate

Standard ID	Standard Text	Edgenuity Lesson Name
11-12.W.5.1e.	Avoid plagiarism and overreliance on any one source and follow a standard format (e.g., MLA, APA) for citation.	Speaking and Listening: Formal Debate
11-12.W.5.1f.	Present information, choosing from a variety of formats.	Speaking and Listening: Formal Debate
11-12.W.6.	CONVENTIONS OF STANDARD ENGLISH: Demonstrate command of the conventions of standard English GRAMMAR AND USAGE	
11-12.W.6.1.	Demonstrate command of English grammar and usage, focusing on:	
11-12.W.6.1a.	Pronouns - Students are expected to build upon and continue applying conventions learned previously.	Parts of Speech and Modifiers Using Pronouns Correctly
11-12.W.6.1b.	Verbs - Students are expected to build upon and continue applying conventions learned previously.	Parts of Speech and Modifiers Parts of Speech: Gerunds, Participles, and Infinitives Contested Usage
11-12.W.6.1c.	Adjectives and Adverbs - Students are expected to build upon and continue applying conventions learned previously.	Parts of Speech and Modifiers
11-12.W.6.1d.	Phrases and Clauses - Students are expected to build upon and continue applying conventions learned previously.	Contested Usage
11-12.W.6.1e.	Usage - Students are expected to build upon and continue applying conventions learned previously.	Building Vocabulary: Word Roots, Affixes, and Reference Materials Contested Usage

Standard ID	Standard Text	Edgenuity Lesson Name
	CAPITALIZATION, PUNCTUATION, AND SPELLING	
11-12.W.6.2.	Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling focusing on:	
11-12.W.6.2a.	Capitalization - Students are expected to build upon and continue applying conventions learned previously.	
		Part 3: Writing to Analyze the Epic Hero in *Gilgamesh* Writing a Narrative Application Essay Writing an Informative Essay about a Utopia Part 4: Writing to Evaluate Mortimer's Style Writing a Research-Based Informative Essay about Language Speaking and Listening: Planning a Multimedia Presentation Writing an Argumentative Essay about an Ethical Issue Writing an Analysis of Media Messages
11-12.W.6.2b.	Punctuation - Students are expected to build upon and continue applying conventions learned previously.	
		Using Punctuation
11-12.W.6.2d.	Spelling - Students are expected to build upon and continue applying conventions learned previously.	
		Building Vocabulary: Word Roots, Affixes, and Reference Materials Writing a Narrative Application Essay Writing an Informative Essay about a Utopia
IN.11-12.SL.	SPEAKING AND LISTENING	
11-12.SL.1.	LEARNING OUTCOME FOR SPEAKING AND LISTENING: Refine and apply effective communication skills through speaking and active listening	
11-12.SL.1.1.	Listen actively and adjust the use of spoken language (e.g., conventions, style, vocabulary) to communicate effectively with a variety of audiences and for different purposes.	
		Part 2: Summarizing an Author's Viewpoint in an Informational Text Speaking and Listening: Formal Debate
11-12.SL.2.	DISCUSSION AND COLLABORATION: Refine and apply reciprocal communication skills by participating in a range of collaborative discussions	
11-12.SL.2.1.	Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) on grade-appropriate topics, texts, and issues, building on others' ideas and expressing personal ideas clearly and persuasively.	

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11-12.SL.4.3.	Students are expected to build upon and continue applying concepts learned previously.	Speaking and Listening: Planning a Multimedia Presentation Speaking and Listening: Formal Debate
IN.11-12.ML.	MEDIA LITERACY	
11-12.ML.1.	LEARNING OUTCOME FOR MEDIA LITERACY: Develop and enhance understanding of the roles of media and techniques and strategies used to achieve various purposes	
11-12.ML.1.1.	Critically analyze information found in electronic, print, and mass media used to inform, persuade, entertain, and transmit culture.	Analyzing US World War II Political Messages Writing an Analysis of Media Messages Part 3: Using Media to Extend Understanding of an Informational Text
11-12.ML.2.	MEDIA LITERACY Analyze the purposes of media and the ways in which media can have influences	
11-12.ML.2.1.	Evaluate the intersections and conflicts between visual and verbal messages, and recognize how visual techniques or design elements carry or influence messages in various media.	Analyzing US World War II Political Messages Part 3: Using Media to Extend Understanding of an Informational Text
11-12.ML.2.2.	Analyze the impact of the media on the public, including identifying and analyzing rhetorical and logical fallacies.	Analyzing US World War II Political Messages

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IN.WH.	WORLD HISTORY AND CIVILIZATION	
WH.1.	Ancient Cultures and Civilizations: 8000 to 600 BCE: Students examine the movement toward civilization, including those of North Africa, Southwest Asia, South Asia and East Asia from 8000 to 600 CE.	
WH.1.1.	Describe and evaluate social, cultural, and economic changes of small agriculture communities which led to the development of large agricultural settlements such as the movement from hunting and gathering societies to civilization. (Economics, Geography)	
		Human Origins and the Neolithic Revolution
		The Fertile Crescent
WH.1.2.	Identify the key components that make up a civilization and the key differences between civilizations and other forms of social organization. (Geography, Sociology)	
		Human Origins and the Neolithic Revolution
WH.1.3.	Review the key elements of the development of early river valley civilizations in Mesopotamia, Egypt, the Indus River Valley, and Shang China. (Geography, Sociology)	
		Early Egypt
		Egyptian Culture
		The Rise of China
WH.1.4.	Examine the development and characteristics of early empires such as Assyria, Persia, Israel, Minoan, and Zhou. (Geography, Sociology)	
		Judaism
		The Rise of China
WH.2.	Ancient Cultures and Civilizations: c.8000 to 600 BCE: Students explore the classical civilizations of the Mediterranean, Southwest Asia, South Asia, East Asia, and the Americas from 1000 to 600 CE	
WH.2.1.	Review the development and key concepts of major world religions and philosophies including Hinduism, Buddhism, Judaism, Christianity, and Islam. (Sociology)	
		Judaism
		Hinduism and Buddhism
		Christianity
		Islam
		Spread of Islam
WH.2.2.	Examine the development of Judaism and the civilization of Ancient Israel, including the origins of monotheism, the significance of the Exodus from Egypt, the Hebrew Bible and the Ten Commandments as the source of many moral and ethical traditions of Western civilization.	
		Judaism

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WH.2.3.	Examine the development of Greek civilization including differing political and social structures as well as conflicts such as the Persian and Peloponnesian wars. (Sociology, Economics, Government, Geography)	Early Greece Athens and Sparta Greece's Golden Age Alexander's Empire
WH.2.4.	Describe the rise of Alexander the Great and the influence of Hellenism in Southwest and South Asia, North Africa, and parts of Europe.	Alexander's Empire
WH.2.5.	Analyze the development of Roman Republican government and society. (History, Government, Sociology)	The Republic of Rome Roman Civilization The Fall of the Roman Empire
WH.2.6.	Trace the changes that culminated in the end of the Republic and the formation of the Roman Empire.	The Fall of the Roman Empire
WH.2.7.	Examine the origins, rise, and spread of Christianity including the life of Jesus, and Christianity's impact on the Roman Empire. (Sociology)	Christianity
WH.2.8.	Analyze the causes, conditions, and consequences of the decline and fall of the western part of the Roman Empire.	The Fall of the Roman Empire
WH.2.9.	Examine the significant achievements of the Greeks and Romans and their impact on the modern world. (Individuals, Society and Culture)	Greece's Golden Age The Republic of Rome Roman Civilization
WH.2.10.	Trace the development and major achievements of civilizations in India such as the Mauryan and Gupta empires. (Geography, Sociology)	Indian Dynasties
WH.2.11.	Compare and contrast the influence of Hinduism and Buddhism on civilization in India and Buddhism's spread throughout Asia. (Psychology, Sociology)	Hinduism and Buddhism
WH.2.12.	Compare and contrast the influence of Confucianism, Taoism, and Legalism on East Asian civilizations. (Sociology)	The Rise of China
WH.2.13.	Trace the developments and achievements of the Qin and Han Dynasties. (Government, Sociology)	The Rise of China

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WH.3.	Major Civilizations and Cultural Interactions: 600 to 1300 CE: Students trace the development and interactions of major civilizations and empires in different regions of the world from 600 to 1300 CE	
WH.3.1.	Analyze the impact of trade networks such as the Silk Road and Indian Ocean trade network.	The Rise of China Indian Dynasties Islam East and West African Civilizations Imperial China Three Worlds Meet
WH.3.2.	Explain the rise and achievements of the Byzantine Empire.	The Byzantine Empire
WH.3.3.	Explain the division between the Eastern and Western branches of Christianity as a result of the Great Schism of 1054.	Church Authority in Europe
WH.3.4.	Examine the origins, rise, and spread of Islam including the life of Muhammad, and Islam's division into the Sunnis and Shiites.	Islam
WH.3.5.	Trace the spread of Islam and its impact throughout Southern Europe, Northern Africa and Asia.	Spread of Islam
WH.3.6.	Explain the role of Christianity as a unifying force in medieval Europe.	Feudalism Life in the Early Middle Ages Church Authority in Europe Government in England Impact of the Crusades
WH.3.7.	Describe the rise and achievements of Charlemagne and the birth of the Holy Roman Empire.	The Fall of the Roman Empire
WH.3.8.	Analyze the consequences of the fall of the Western Roman Empire and the development of feudalism and manorialism on Europe.	Early Middle Ages Feudalism Life in the Early Middle Ages

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Standard ID	Standard Text	Edgenuity Lesson Name
WH.3.9.	Explain the cultural, political and religious causes of the Crusades and their consequences for Europe and Southwest Asia, including the growth in power of the monarchies in Europe.	
		Early Middle Ages
		Feudalism
		Life in the Early Middle Ages
WH.3.10.	Describe the improvements in agriculture, the growth of towns, and the commercial revival during the Middle Ages.	
		Feudalism
		Life in the Early Middle Ages
WH.3.11.	Examine the key achievements of civilizations in Africa prior to European contact.	
		East and West African Civilizations
WH.3.12.	Compare and contrast the developments and achievements of the Maya, Aztec and Inca civilizations.	
		Civilizations in North and South America
		Voyages of Exploration
		Conquest of the Americas
WH.3.13.	Explain and understand the achievements of the Tang and Song Dynasties.	
		Imperial China
WH.3.14.	Describe and explain the rise, expansion and decline of the Mongol Empire and its consequences for Eurasian peoples.	
		Mongol Empire
		Russia and Eastern Europe
WH.3.15.	Examine the development of feudalism in Japan and its impact on Japanese society and government.	
		Early Japanese and Korean Civilizations
WH.4.	The Rise of Western Civilization and Global Interaction: 1300 to 1750 CE: Students explore the rise of Europe and its consequences for worldwide exploration and colonization—1300 to 1750 CE.	
WH.4.1.	Trace the origins and developments of the European Renaissance and its impact throughout Western Europe.	
		The Renaissance
		Literature and Philosophy of the Renaissance
WH.4.2.	Analyze the factors that led to the rise and spread of the Protestant Reformation, the Catholic Counter-Reformation, as well as reforming movements in other religions, including the wars of religion.	
		The Protestant Reformation
		The Counter-Reformation
WH.4.3.	Discuss the emergence, role, and impact of the citizen in nation-states.	
		Rise of the Nation-State

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Standard ID	Standard Text	Edgenuity Lesson Name
WH.5.	Revolutions, Nationalism, and Imperial Power: 1500 to 1900 CE: Students examine the causes, events, and global consequences of intellectual, economic, social, and political movements and revolutions from 1500 to 1900 CE	
WH.5.1.	Explain the key developments of the Scientific Revolution and its impact on the world.	
		The Scientific Revolution
WH.5.2.	Explain the key ideas of the Enlightenment in European history and describe its impact upon political and religious thought and culture in Europe and the Americas including the foundation of American government.	
		The American Revolution
		The French Revolution Begins
		The Enlightenment
WH.5.3.	Examine the key causes, events, and consequences of the French Revolution as well as the rise and fall of Napoleon.	
		The French Revolution Begins
		The Reign of Terror
		Napoleon's Rise and Fall
WH.5.4.	Trace events, explain the causes, and analyze the outcomes for the Latin American independence movements of the nineteenth century.	
		Latin American Revolutions
WH.5.5.	Explain the reasons for the rise of nation-states and the effects of nationalism in Europe, North America and Asia.	
		Age of Revolutions
		Rise of the Nation-State
WH.5.6.	Explain the causes and conditions of the Industrial Revolution in England, Europe, and the United States.	
		The Industrial Age
		The Growth of Cities
		Impact of the Industrial Age
WH.5.7.	Examine the economic, social, and political changes caused by the Industrial Revolution and their impact on the development of political and economic theory.	
		The Industrial Age
		The Growth of Cities
		Impact of the Industrial Age
		Age of Reform
		New Economic Theories

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WH.5.8.	Analyze the causes and consequences of European imperialism upon the indigenous peoples of Africa, Asia and Oceania.	
		The New Imperialism
		India under British Rule
		Imperialism in Africa
WH.5.9.	Compare and contrast the responses of China and Japan to challenges by Western imperial powers.	
		Imperialism in East Asia
WH.6.	An Era of Global Conflicts, Challenges, Controversies, and Changes: 1900 CE to the Present: Students analyze and explain trends and events of global significance, such as world wars, international controversies and challenges, and cross-cultural changes which have influenced our modern world.	
WH.6.1.	Trace and explain the long-term and immediate causes (including Nationalism, Imperialism, Militarism, and Alliances), major events and global consequences of World War I.	
		The New Imperialism
		India under British Rule
		Imperialism in East Asia
		Imperialism in Africa
		World War I Begins
		A New Kind of War
		World War I Ends
		Revolution in Russia
		Global Economic Crisis
		Authoritarianism, Fascism, and Dictators
		Rise of Hitler
		Cultural and Intellectual Trends
WH.6.2.	Explain the causes and consequences of the Russian Revolutions of 1917 and the establishment of the Union of Soviet Socialist Republics.	
		Revolution in Russia
WH.6.3.	Examine the events and developments of the interwar period and their impact on the beginning of WWII including the impact of WWI on society, the Great Depression, and the rise of totalitarianism.	
		Revolution in Russia
		Global Economic Crisis
		Authoritarianism, Fascism, and Dictators
		Cultural and Intellectual Trends

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WH.6.4.	Identify the causes and key events of World War II and analyze the impact this war had on the global community.	
		Rise of Hitler
		WWII Begins
		Japan's Pacific Campaign
		Victory for the Allies
WH.6.5.	Examine the causes, course, and effects of the Holocaust including accounts of camp inmates, survivors, liberators, and perpetrators; and, summarize world responses including the Nuremberg Trials.	
		The Holocaust
WH.6.6.	Explain the causes and consequences of the Cold War and describe the role it played in ethnic or nationalistic conflicts in various parts of the world.	
		Stalin and the Soviet Union
		Origins of the Cold War
		Cold War at Its Height
		The Cold War around the World
		End of the Cold War
WH.6.7.	Describe the paths to decolonization and independence from colonial rule in Asia, Africa, and the Middle East.	
		Indian Independence
		Challenges of Independence in Asia
		Decolonization in Africa
		South Africa and Apartheid
WH.6.8.	Explain the origins of the modern State of Israel.	
		Israel
WH.6.9.	Trace the rise of communism in China including its foundations, the Cultural Revolution, and modern day developments.	
		Communism in China
		Modernization in China
WH.6.10.	Describe and analyze the global expansion of democracy and globalization in the late 20th century.	
		Collapse of Communism
		European Union
		Indian Independence
		Challenges of Independence in Asia
		Decolonization in Africa
		Latin American Reform
		Challenges in South America

Standard ID	Standard Text	Edgenuity Lesson Name
WH.7.1.	Identify patterns of historical change and duration and construct a representation that illustrates continuity and change. *(Cont'd.)*	The Fall of the Roman Empire The Byzantine Empire Islam Spread of Islam Ottoman and Mughal Empires East and West African Civilizations Imperial China Mongol Empire Ming Dynasty Early Japanese and Korean Civilizations Russia and Eastern Europe Early Middle Ages Feudalism Life in the Early Middle Ages Church Authority in Europe Government in England Impact of the Crusades Challenges in Late Medieval Times The Renaissance Literature and Philosophy of the Renaissance The Protestant Reformation The Counter-Reformation Civilizations in North and South America Voyages of Exploration Conquest of the Americas Three Worlds Meet The Struggle for North America Absolute Monarchy in Europe The Glorious Revolution The Scientific Revolution The American Revolution The French Revolution Begins The Reign of Terror

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Standard ID	Standard Text	Edgenuity Lesson Name
WH.7.1.	Identify patterns of historical change and duration and construct a representation that illustrates continuity and change. *(Cont'd.)*	Napoleon's Rise and Fall Age of Revolutions Rise of the Nation-State Latin American Revolutions The Industrial Age The Growth of Cities Impact of the Industrial Age Age of Reform New Economic Theories The New Imperialism India under British Rule Imperialism in East Asia Imperialism in Africa World War I Begins A New Kind of War World War I Ends Revolution in Russia Global Economic Crisis Authoritarianism, Fascism, and Dictators Rise of Hitler WWII Begins Japan's Pacific Campaign The Holocaust Victory for the Allies Cultural and Intellectual Trends Stalin and the Soviet Union Communism in China Origins of the Cold War Cold War at Its Height The Cold War around the World End of the Cold War Collapse of Communism

Standard ID	Standard Text	Edgenuity Lesson Name
WH.7.1.	Identify patterns of historical change and duration and construct a representation that illustrates continuity and change. *(Cont'd.)*	Modernization in China Indian Independence Challenges of Independence in Asia Decolonization in Africa South Africa and Apartheid Latin American Reform Challenges in South America Israel Nationalism in the Middle East Conflict in the Middle East International Organizations Terrorism Ethnic and Religious Conflict Genocide Impact of Science and Technology Economic Globalization Writing Workshop: Who are the Most Influential People in History? The Enlightenment
WH.7.2.	Locate and analyze primary sources and secondary sources related to an event or issue of the past.	Human Origins and the Neolithic Revolution The Fertile Crescent Early Egypt Egyptian Culture Judaism The Rise of China Indian Dynasties Hinduism and Buddhism Early Greece Athens and Sparta Greece's Golden Age Alexander's Empire The Republic of Rome

Standard ID	Standard Text	Edgenuity Lesson Name
WH.7.2.	Locate and analyze primary sources and secondary sources related to an event or issue of the past. *(Cont'd.)*	Roman Civilization Christianity The Fall of the Roman Empire The Byzantine Empire Islam Spread of Islam Ottoman and Mughal Empires East and West African Civilizations Imperial China Mongol Empire Ming Dynasty Early Japanese and Korean Civilizations Russia and Eastern Europe Early Middle Ages Feudalism Life in the Early Middle Ages Church Authority in Europe Government in England Impact of the Crusades Challenges in Late Medieval Times The Renaissance Literature and Philosophy of the Renaissance The Protestant Reformation The Counter-Reformation Civilizations in North and South America Voyages of Exploration Conquest of the Americas Three Worlds Meet The Struggle for North America Absolute Monarchy in Europe The Glorious Revolution The Scientific Revolution The American Revolution

Standard ID	Standard Text	Edgenuity Lesson Name
WH.7.2.	Locate and analyze primary sources and secondary sources related to an event or issue of the past. *(Cont'd.)*	The French Revolution Begins The Reign of Terror Napoleon's Rise and Fall Age of Revolutions Rise of the Nation-State Latin American Revolutions The Industrial Age The Growth of Cities Impact of the Industrial Age Age of Reform New Economic Theories The New Imperialism India under British Rule Imperialism in East Asia Imperialism in Africa World War I Begins A New Kind of War World War I Ends Revolution in Russia Global Economic Crisis Authoritarianism, Fascism, and Dictators Rise of Hitler WWII Begins Japan's Pacific Campaign The Holocaust Victory for the Allies Cultural and Intellectual Trends Stalin and the Soviet Union Communism in China Origins of the Cold War Cold War at Its Height The Cold War around the World

Standard ID	Standard Text	Edgenuity Lesson Name
WH.7.3.	Investigate and interpret multiple causation in analyzing historical actions and analyze cause-and-effect relationships. *(Cont'd.)*	The Cold War around the World End of the Cold War Collapse of Communism European Union Modernization in China Indian Independence Challenges of Independence in Asia Decolonization in Africa South Africa and Apartheid Latin American Reform Challenges in South America Israel Nationalism in the Middle East Conflict in the Middle East International Organizations Terrorism Ethnic and Religious Conflict Genocide Impact of Science and Technology Economic Globalization Writing Workshop: Who are the Most Influential People in History? The Enlightenment
WH.7.4.	Explain issues and problems of the past by analyzing various interests and viewpoints of the participants involved.	Human Origins and the Neolithic Revolution The Fertile Crescent Early Egypt Egyptian Culture Judaism The Rise of China Indian Dynasties Hinduism and Buddhism

Standard ID	Standard Text	Edgenuity Lesson Name
WH.7.4.	Explain issues and problems of the past by analyzing various interests and viewpoints of the participants involved. *(Cont'd.)*	Early Greece Athens and Sparta Greece's Golden Age Alexander's Empire The Republic of Rome Roman Civilization Christianity The Fall of the Roman Empire The Byzantine Empire Islam Spread of Islam Ottoman and Mughal Empires East and West African Civilizations Imperial China Mongol Empire Ming Dynasty Early Japanese and Korean Civilizations Russia and Eastern Europe Early Middle Ages Feudalism Life in the Early Middle Ages Church Authority in Europe Government in England Impact of the Crusades Challenges in Late Medieval Times The Renaissance Literature and Philosophy of the Renaissance The Protestant Reformation The Counter-Reformation Civilizations in North and South America Voyages of Exploration Conquest of the Americas Three Worlds Meet

Standard ID	Standard Text	Edgenuity Lesson Name
WH.7.4.	Explain issues and problems of the past by analyzing various interests and viewpoints of the participants involved. *(Cont'd.)*	The Struggle for North America Absolute Monarchy in Europe The Glorious Revolution The Scientific Revolution The American Revolution The French Revolution Begins The Reign of Terror Napoleon's Rise and Fall Age of Revolutions Rise of the Nation-State Latin American Revolutions The Industrial Age The Growth of Cities Impact of the Industrial Age Age of Reform New Economic Theories The New Imperialism India under British Rule Imperialism in East Asia Imperialism in Africa World War I Begins A New Kind of War World War I Ends Revolution in Russia Global Economic Crisis Authoritarianism, Fascism, and Dictators Rise of Hitler WWII Begins Japan's Pacific Campaign The Holocaust Victory for the Allies Cultural and Intellectual Trends Stalin and the Soviet Union

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Standard ID	Standard Text	Edgenuity Lesson Name
WH.7.4.	Explain issues and problems of the past by analyzing various interests and viewpoints of the participants involved. *(Cont'd.)*	Communism in China Origins of the Cold War Cold War at Its Height The Cold War around the World End of the Cold War Collapse of Communism European Union Modernization in China Indian Independence Challenges of Independence in Asia Decolonization in Africa South Africa and Apartheid Latin American Reform Challenges in South America Israel Nationalism in the Middle East Conflict in the Middle East International Organizations Terrorism Ethnic and Religious Conflict Genocide Impact of Science and Technology Economic Globalization Writing Workshop: Who are the Most Influential People in History? The Enlightenment
WH.7.5.	Use technology in the process of conducting historical research and to present products of historical research.	Writing Workshop: Who are the Most Influential People in History? Create Lesson: Creating a PowerPoint from Your Essay

Standard ID	Standard Text	Edgenuity Lesson Name
WH.7.6.	Formulate and present a position or course of action on an issue by examining the underlying factors contributing to that issue and support that position.	Create Lesson: Creating a PowerPoint from Your Essay

Standard ID	Standard Text	Edgenuity Lesson Name
B.1	Cellular Chemistry Describe the basic molecular structure and function of the four major categories of organic compounds (carbohydrates, lipids, proteins and nucleic acids) essential to cellular function.	
B.1.1	Describe the structure of the major categories of organic compounds that make up living organisms in terms of their building blocks and the small number of chemical elements (i.e., carbon, hydrogen, nitrogen, oxygen, phosphorous and sulfur) from which they are composed.	
		Carbohydrates Elements of Living Organisms Lipids Macromolecules Proteins and Nucleic Acids
	Describe how work done in cells is performed by a variety of organic molecules—especially proteins, whose functions depend on the sequence of their monomers and the consequent shape of the molecule.	
B.1.2	Understand that the shape of a molecule determines its role in the many different types of cellular processes (e.g., metabolism, homeostasis, growth and development, and heredity) and understand that the majority of these processes involve proteins that act as enzymes.	
		Catalysts Macromolecules
B.1.3	Explain and give examples of how the function and differentiation of cells is influenced by their external environment (e.g., temperature, acidity and the concentration of certain molecules) and changes in these conditions may affect how a cell functions.	
		Cell Cycle Cell Differentiation and Specialization
B.2	Cellular Structure Describe features that are common to all cells and contrast those with distinctive features that allow cells to carry out specific functions.	
B.2.1	Describe features common to all cells that are essential for growth and survival. Explain their functions.	
		Cell Cycle Cell Homeostasis Cell Theory Lab: Diffusion Across a Semi-permeable Membrane Meiosis Mitosis The Function of Organelles

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B.2.2	Describe the structure of a cell membrane and explain how it regulates the transport of materials into and out of the cell and prevents harmful materials from entering the cell.	Cell Homeostasis Lab: Diffusion Across a Semi-permeable Membrane
B.2.3	Explain that most cells contain mitochondria (the key sites of cellular respiration), where stored chemical energy is converted into useable energy for the cell. Explain that some cells, including many plant cells, contain chloroplasts (the key sites of photosynthesis) where the energy of light is captured for use in chemical work.	Animal and Plant Cells ATP Cellular Respiration Energy in Cells Light Dependent Reactions in Photosynthesis Light Independent Reactions in Photosynthesis Photosynthesis and Cellular Respiration The Process of Photosynthesis
B.2.4	Explain that all cells contain ribosomes (the key sites for protein synthesis), where genetic material is decoded in order to form unique proteins.	Lab: Building Proteins from RNA Protein Synthesis
B.2.5	Explain that cells use proteins to form structures (e.g., cilia, flagella), which allow them to carry out specific functions (e.g., movement, adhesion and absorption).	Prokaryotic and Eukaryotic Cells Protists and Fungi
B.2.6	Investigate a variety of different cell types and relate the proportion of different organelles within these cells to their functions.	Animal and Plant Cells Cell Differentiation and Specialization Prokaryotic and Eukaryotic Cells

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B.3	Matter Cycles and Energy Transfer Describe how the sun's energy is captured and used to construct sugar molecules that can be used as a form of energy or serve as building blocks of organic molecules.	
B.3.1	Describe how some organisms capture the sun's energy through the process of photosynthesis by converting carbon dioxide and water into high-energy compounds and releasing oxygen.	Light Dependent Reactions in Photosynthesis Light Independent Reactions in Photosynthesis The Process of Photosynthesis
B.3.2	Describe how most organisms can combine and recombine the elements contained in sugar molecules into a variety of biologically essential compounds by utilizing the energy from cellular respiration.	Cellular Respiration Energy in Cells
B.3.3	Recognize and describe that metabolism consists of all of the biochemical reactions that occur inside cells, which include the production, modification, transport, and exchange of materials that are required for the maintenance of life.	Metabolism
	Diagram how matter and energy cycle through an ecosystem.	
B.3.4	Describe how matter cycles through an ecosystem by way of food chains and food webs and how organisms convert that matter into a variety of organic molecules to be used in part in their own cellular structures.	Energy Flow in Ecosystems Macromolecules The Cycles of Matter
B.3.5	Describe how energy from the sun flows through an ecosystem by way of food chains and food webs and how only a small portion of that energy is used by individual organisms while the majority is lost as heat.	Energy Flow in Ecosystems
B.4	Interdependence Describe the relationship between living and nonliving components of ecosystems and describe how that relationship is in flux due to natural changes and human actions.	
B.4.1	Explain that the amount of life environments can support is limited by the available energy, water, oxygen and minerals and by the ability of ecosystems to recycle the remains of dead organisms.	Energy Flow in Ecosystems The Cycles of Matter
B.4.2	Describe how human activities and natural phenomena can change the flow and of matter and energy in an ecosystem and how those changes impact other species.	Human Impact on the Environment

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B.4.3	Describe the consequences of introducing non-native species into an ecosystem and identify the impact it may have on that ecosystem.	Lab: Interdependence of Organisms Relationships Among Organisms
B.4.4	Describe how climate, the pattern of matter and energy flow, the birth and death of new organisms, and the interaction between those organisms contribute to the long-term stability of an ecosystem.	Energy Flow in Ecosystems Succession and Extinction The Cycles of Matter
B.5	Molecular Basis of Heredity Describe the basic structure of DNA and how this structure enables DNA to function as the hereditary molecule that directs the production of RNA and proteins.	
B.5.1	Describe the relationship between chromosomes and DNA along with their basic structure and function.	Chromosomes DNA and RNA Structure Genetic Code Lab: Building Proteins from RNA Protein Synthesis
B.5.2	Describe how hereditary information passed from parents to offspring is encoded in the regions of DNA molecules called genes.	Genetic Code
B.5.3	Describe the process by which DNA directs the production of protein within a cell.	Lab: Building Proteins from RNA Protein Synthesis
	Understand that proteins largely determine the traits of an organism.	
B.5.4	Explain how the unique shape and activity of each protein is determined by the sequence of its amino acids.	Proteins and Nucleic Acids
B.5.5	Understand that proteins are responsible for the observable traits of an organism and for most of the functions within an organism.	Protein Synthesis
B.5.6	Recognize that traits can be structural, physiological or behavioral and can include readily observable characteristics at the organismal level or less recognizable features at the molecular and cellular level.	Acquired and Inherited Traits Lab: Mouse Genetics (One Trait) Lab: Mouse Genetics (Two Traits)

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B.6	Cellular Reproduction Explain the processes (i.e., mitosis and meiosis) by which new cells are formed from existing cells and how in multicellular organisms groups of cells cooperate to perform essential functions within the organisms.	
B.6.1	Describe the process of mitosis and explain that this process ordinarily results in daughter cells with a genetic make-up identical to the parent cells.	Mitosis
B.6.2	Understand that most cells of a multicellular organism contain the same genes but develop from a single cell (e.g., a fertilized egg) in different ways due to differential gene expression.	Asexual and Sexual Reproduction Cell Differentiation and Specialization Meiosis Mitosis
B.6.3	Explain that in multicellular organisms the zygote produced during fertilization undergoes a series of cell divisions that lead to clusters of cells that go on to specialize and become the organism's tissues and organs.	Asexual and Sexual Reproduction
	Explain the cellular processes that occur to generate natural genetic variations between parents and offspring.	
B.6.4	Describe and model the process of meiosis and explain the relationship between the genetic make-up of the parent cell and the daughter cells (i.e., gametes).	Meiosis
B.6.5	Explain how in sexual reproduction that crossing over, independent assortment and random fertilization result in offspring that are genetically different from the parents.	Asexual and Sexual Reproduction Laws of Inheritance Meiosis
B.7	Genetics Explain how the genetic information from parents determines the unique characteristics of their offspring.	
B.7.1	Distinguish between dominant and recessive alleles and determine the phenotype that would result from the different possible combinations of alleles in an offspring.	Introduction to Genetics Lab: Mouse Genetics (One Trait) Probability of Inheritance

Standard ID	Standard Text	Edgenuity Lesson Name
B.7.2	Describe dominant, recessive, codominant, sex-linked, incompletely dominant, multiply allelic and polygenic traits and illustrate their inheritance patterns over multiple generations.	Lab: Mouse Genetics (One Trait) Lab: Mouse Genetics (Two Traits) Laws of Inheritance Non-Mendelian Inheritance Probability of Inheritance
B.7.3	Determine the likelihood of the appearance of a specific trait in an offspring given the genetic make-up of the parents.	Lab: Mouse Genetics (One Trait) Lab: Mouse Genetics (Two Traits) Probability of Inheritance
B.7.4	Explain the process by which a cell copies its DNA and identify factors that can damage DNA and cause changes in its nucleotide sequence.	Chromosomal Changes DNA Mutations Genetic Code
B.7.5	Explain and demonstrate how inserting, substituting or deleting segments of a DNA molecule can alter a gene, how that gene is then passed to every cell that develops from it and how the results may be beneficial, harmful or have little or no effect on the organism.	Chromosomal Changes DNA Mutations
B.8	Evolution Describe how biochemical, fossil, anatomical, developmental, and genetic findings are used to determine relationships among organisms and how those relationships are then used to produce modern classification systems.	
B.8.1	Explain how anatomical and molecular similarities among organisms suggests that life on earth began as simple, one-celled organisms about 4 billion years ago and multicellular organisms evolved later.	Biological Evidence and the Fossil Record Prokaryotic and Eukaryotic Cells
B.8.2	Explain how organisms are classified and named based on their evolutionary relationships into taxonomic categories.	Methods of Classification Protists and Fungi
B.8.3	Use anatomical and molecular evidence to establish evolutionary relationships among organisms.	Evolutionary Relationships

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B.8.4	Understand that molecular evidence supports the anatomical evidence for these evolutionary relationships and provides additional information about the order in which different lines of descent branched.	Evolutionary Relationships
	Describe how modern evolutionary theory provides an explanation of the history of life on earth and the similarities among organisms that exist today.	
B.8.5	Describe how organisms with beneficial traits are more likely to survive, reproduce, and pass on their genetic information due to genetic variations, environmental forces and reproductive pressures.	Biogeographic Isolation Factors Affecting Biological Diversity The History of Evolutionary Theory
B.8.6	Explain how genetic variation within a population (i.e., a species) can be attributed to mutations as well as random assortments of existing genes.	Factors Affecting Genetic Variation
B.8.7	Describe the modern scientific theory of the origins and history of life on earth and evaluate the evidence that supports it.	Biological Evidence and the Fossil Record
NS	Scientific knowledge is scientists' best explanations for the data from many investigations. Ideas about objects in the microscopic world that we cannot directly sense are often understood in terms of concepts developed to understand objects in the macroscopic world that we can see and touch. Student work should align with this process of science and should be guided by those principles. Students should also understand that scientific knowledge is gained from observation of natural phenomena and experimentation by designing and conducting investigations guided by theory and by evaluating and communicating the results of those investigations according to accepted procedures. These concepts should be woven throughout daily work.	
NS.1	Develop explanations based on reproducible data and observations gathered during laboratory investigations.	Analyzing Data and Drawing Conclusions
NS.2	Recognize that their explanations must be based both on their data and other known information from investigations of others.	Analyzing Data and Drawing Conclusions Analyzing Evidence Assessing Claims and Evidence Hypotheses, Theories, and Laws Research in Science

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NS.3	Clearly communicate their ideas and results of investigations verbally and in written form using tables, graphs, diagrams and photographs.	Analyzing Data and Drawing Conclusions Collecting and Organizing Data Science-Based Communication
NS.4	Regularly evaluate the work of their peers and in turn have their work evaluated by their peers.	
NS.5	Apply standard techniques in laboratory investigations to measure physical quantities in appropriate units and convert quantities to other units as necessary.	Collecting and Organizing Data Lab: Measurement
NS.6	Use analogies and models (mathematical and physical) to simplify and represent systems that are difficult to understand or directly experience due to their size, time scale or complexity. Recognize the limitations of analogies and models.	Analyzing Data and Drawing Conclusions Collecting and Organizing Data Designing Scientific Investigations
NS.7	Focus on the development of explanatory models based on their observations during laboratory investigations.	Analyzing Data and Drawing Conclusions
NS.8	Explain that the body of scientific knowledge is organized into major theories, which are derived from and supported by the results of many experiments and allow us to make testable predictions.	Development of Scientific Knowledge Hypotheses, Theories, and Laws
NS.9	Recognize that new scientific discoveries often lead to a re-evaluation of previously accepted scientific knowledge and of commonly held ideas.	Development of Scientific Knowledge Science History
NS.10	Describe how scientific discoveries lead to the development of new technologies and conversely how technological advances can lead to scientific discoveries through new experimental methods and equipment.	Applied Genetics Cell Theory
NS.11	Explain how scientific knowledge can be used to guide decisions on environmental and social issues.	Science and Society

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Attachment 3 - 12th Grade Exit Standards

12th Grade Exit Standards Based on Graduation Requirements

12th Grade Minimum Exit Standards

English Language Arts

By the end of grade 12, students interact with texts proficiently and independently.
11-12.RL.2.1: Cite strong and thorough textual evidence to support analysis of what a text says explicitly as well as inferences and interpretations drawn from the text, including determining where the text leaves matters uncertain.
11-12.RL.2.2: Compare and contrast the development of similar themes or central ideas across two or more works of literature and analyze how they emerge and are shaped and refined by specific details.
11-12.RL.2.3: Analyze the impact of the author's choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).
11-12.RL.2.4: Students are expected to build upon and continue applying concepts learned previously
11-12.RL.3.1: Analyze and evaluate how an author's choices concerning how to structure specific parts of a work of literature (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.
11-12.RL.3.2: Analyze a work of literature in which the reader must distinguish between what is directly stated and what is intended (e.g., satire, sarcasm, irony, or understatement) in order to understand the point of view.
11-12.RL.4.1: Analyze multiple interpretations of a story, play, or poem, evaluating how each version interprets the source text and the impact of the interpretations on the audience.
used archetypes drawn from myths, traditional stories, or religious works, as well as how two or more of the works treat similar themes, conflicts, issues, or topics.
11-12.RN.1: Read a variety of nonfiction within a range of complexity appropriate for grades 11-CCR. By the end of grade 11, students interact with texts proficiently and independently at the low end of the range and with scaffolding as needed for texts at the high end of the range. By the end of grade 12, students interact with texts proficiently and independently.
11-12.RN.2.1: Cite strong and thorough textual evidence to support analysis of what a text says explicitly as well as inferences and interpretations drawn from the text, including determining where the text leaves matters uncertain
11-12.RN.2.2: Compare and contrast the development of similar central ideas across two or more texts and analyze how they emerge and are shaped and refined by specific details.
11-12.RN.2.3: Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of a text.
11-12.RN.3.1: Students are expected to build upon and continue applying concepts learned previously.
11-12.RN.3.2: Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging
audiences, anticipates and addresses reader concerns and counterclaims), analyzing how style and content contribute to the power, persuasiveness or beauty of the text.
11-12.RN.4.1: Delineate and evaluate the arguments and specific claims in seminal U.S. and world texts, assessing whether the reasoning is valid and the evidence is relevant and sufficient; identify false statements and fallacious reasoning.
11-12.RN.4.2: Synthesize and evaluate multiple sources of information presented in different media or formats as well as in words in order to address a question or solve a problem.
features.
11-12.RV.1: Acquire and use accurately general academic and content-specific words and phrases at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

11-12.W.5: Conduct short as well as more sustained research assignments and tasks to build knowledge about the research process and the topic under study. ● Formulate an inquiry question, and refine and narrow the focus as research evolves. ● Gather relevant information from multiple types of authoritative sources, using advanced searches effectively, and annotate sources. ● Assess the strengths and limitations of each source in terms of the task, purpose, and audience. ● Synthesize and integrate information into the text selectively to maintain the flow of ideas. ● Avoid plagiarism and overreliance on any one source and follow a standard format (e.g., MLA, APA) for citation. ● Present information, choosing from a variety of formats.
11-12.W.6.1: Demonstrate command of English grammar and usage, focusing on:
11-12.W.6.1a: Pronouns – Students are expected to build upon and continue applying conventions learned previously
11-12.W.6.1b: Verbs – Students are expected to build upon and continue applying conventions learned previously
11-12.W.6.1c: Adjectives and Adverbs – Students are expected to build upon and continue applying conventions learned previously.
11-12.W.6.1d: Phrases and Clauses – Students are expected to build upon and continue applying conventions learned previousl
11-12.W.6.1e: Usage – Students are expected to build upon and continue applying conventions learned previously.
11-12.W.6.2: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling focusing on:
11-12.W.6.2a: Capitalization – Students are expected to build upon and continue applying conventions learned previously
11-12.W.6.2b: Punctuation – Students are expected to build upon and continue applying conventions learned previousl
11-12.W.6.2c: Spelling – Students are expected to build upon and continue applying conventions learned previously.
11-12.SL.1: Listen actively and adjust the use of spoken language (e.g., conventions, style, vocabulary) to communicate effectively with a variety of audiences and for different purposes.
11-12.SL.2.1: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) on grade-appropriate topics, texts, and issues, building on others' ideas and expressing personal ideas clearly and persuasively.
11-12.SL.2.2: Stimulate a thoughtful, well-reasoned debate and exchange of ideas by referring to specific evidence from materials under study and additional research and resources.
11-12.SL.2.3: Work with peers to promote collegial discussions and decisionmaking, set clear goals and deadlines, and establish individual roles as needed.
11-12.SL.2.4: Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.
11-12.SL.3.1: Integrate multiple sources of information presented in diverse media and formats (e.g., visually, quantitatively, orally) in order to make informed decisions and solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.
11-12.SL.2.5: Conduct debate and discussion to allow all views to be presented; allow for a dissenting view, in addition to group compromise; and determine what additional information or research is required to deepen the investigation or complete the task.
11-12.SL.3.2: Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, assessing the stance, premises, links among ideas, word choice, points of emphasis, and tone used.
11-12.SL.4.1: Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.
11-12.SL.4.2: Create engaging presentations that make strategic and creative use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) to add interest and enhance understanding of findings, reasoning, and evidence.
11-12.SL.4.3: Students are expected to build upon and continue applying concepts learned previously
11-12.ML.1: Critically analyze information found in electronic, print, and mass media used to inform, persuade, entertain, and transmit culture.

Math
MA.8.NS.1:Identify rational and irrational numbers Convert rational numbers to decimals that repeat and vice versa Use rational approximations of irrational numbers
MA.8.NS.2: Convert rational numbers to decimals that repeat and vice versa Use rational approximations of irrational numbers
MA.8.NS.1:Give examples of rational and irrational numbers and explain the difference between them.
MA.8.NA.3Apply properties of exponents with integer exponents
MA.7.NS.1 Find the prime factorization of whole numbers.
MA.7.NS.2: Find square roots of perfect square integers.
MA.8.NS.3:Given a numeric expression with common rational number bases and integer exponents, apply the properties of exponents to generate equivalent expressions.
MA.7.NS.1: Find the prime factorization of whole numbers.
MA.8.AF.3:Identify relations and functions
MA.8.AF.4:Describe qualitatively the functional relationship between two quantities. Sketch a graph that exhibits the features that has been verbally described (Identification of independent and dependent variables
MA.8.AF.3Sketch a graph that exhibits the features that has been verbally described
MA.8.AF.3Understand that a function assigns to each x-value exactly one y-value and that the graph of a function is a set of ordered pairs.
MA.8.AF.4:Describe qualitatively the functional relationship between two quantities by analyzing a graph.
MA.8.AF.1:Solve linear equations with rational number coefficients fluently
MA.AI.L.9:Solve quadratic equations in one variable. (MA.AI.QE.4) Solve absolute value equations in one variable.
MA.AI.QE.5:Represent real-world problems using quadratic equations in one variable.
MA.8.AF.6: Construct a function to model a linear relationship between two quantities given a verbal description, table, or graph.
MA.8.AF.7:Compare the properties of two linear functions in different forms.
MA.8.AF.6:Construct a function to model a linear relationship between two quantities given a verbal description, table of values, or graph
(MA.8.AF.6)
MA.AI.L.1: Understand that the steps taken when solving linear equations create new equations that have the same solution as the original. Solve fluently linear equations and inequalities in one variable with integers, fractions, and decimals as coefficients. Explain and justify each step in solving an equation, starting from the assumption that the original equation has a solution. Justify the choice of a solution method.
MA.AI.L.2: Represent real-world problems using linear equations and inequalities in one variable and solve such problems. Interpret the solution and determine whether it is reasonable.
MA.AI.L.3: Represent real-world and other mathematical problems using an algebraic proportion that leads to a linear equation and solve such problems. I can set up a proportion to solve real-world problems. I can create a linear e
MA.AI.L.4: Represent linear functions as graphs from equations (with and without technology), equations from graphs, and equations from tables and other given information (e.g., from a given point on a line and the slope of the line).
MA.AI.L.5: Represent real-world problems that can be modeled with a linear function using equations, graphs, and tables; translate fluently among these representations, and interpret the slope and intercepts.
MA.AI.L.6: Translate among equivalent forms of equations for linear functions, including slopeintercept, point-slope, and standard. Recognize that different forms reveal more or less information about a given situation.

MA.AI.L.8: Solve compound linear inequalities in one variable, and represent and interpret the solution on a number line. Write a compound linear inequality given its number line representation.
MA.AI.L.9: Solve absolute value linear equations in one variable.
MA.AI.L.10: Graph absolute value linear equations in two variables.
MA.AI.L.11: Solve equations and formulas for a specified variable, including equations with coefficients represented by variables.
MA.AI.SEI.1: Understand the relationship between a solution of a pair of linear equations in two variables and the graphs of the corresponding lines. Solve pairs of linear equations in two variables by graphing; approximate solutions when the coordinates of the solution are non-integer numbers.
MA.AI.SEI.2: Understand that, given a system of two equations in two variables, replacing one equation by the sum of that equation and a multiple of the other produces a system with the same solutions. Solve pairs of linear equations in two variables using substitution and elimination.
MA.AI.SEI.3: Write a system of two linear equations in two variables that represents a real-world problem and solve the problem with and without technology. Interpret the solution and determine whether the solution is reasonable.
MA.AI.SEI.4: Represent real-world problems using a system of two linear inequalities in two variables and solve such problems; interpret the solution set and determine whether it is reasonable. Solve other pairs of linear inequalities by graphing with and without technology
MA.AI.QE.1: Distinguish between situations that can be modeled with linear functions and with exponential functions. Understand that linear functions grow by equal differences over equal intervals, and that exponential functions grow by equal factors over equal intervals. Compare linear functions and exponential functions that model realworld situations using tables, graphs, and equations.
form = (for integer values of $x > 1$, rational values of $b > 0$ and $b \neq 1$); translate fluently among these representations and interpret the values of a and b.
MA.A1.QE.3: Graph exponential and quadratic equations in two variables with and without technology.
MA.AI.QE.4: Solve quadratic equations in one variable by inspection (e.g., for x^2 = 49), finding square roots, using the quadratic formula, and factoring, as appropriate to the initial form of the equation.
MA.AI.QE.5: Represent real-world problems using quadratic equations in one or two variables and solve such problems with and without technology. Interpret the solution and determine whether it is reasonable.
MA.AI.QE.6: Use the process of factoring to determine zeros, lines of symmetry, and extreme values in realworld and other mathematical problems involving quadratic functions; interpret the results in the real-world contexts.
MA.AI.QE.7: Describe the relationships among the solutions of a quadratic equation, the zeros of the function, the xintercepts of the graph, and the factors of the expression.
MA.AI.DS.1: Distinguish between random and non-random sampling methods, identify possible sources of bias in sampling, describe how such bias can be controlled and reduced, evaluate the characteristics of a good survey and well-designed experiment, design simple experiments or investigations to collect data to answer questions of interest, and make inferences from sample results
MA.AI.DS.2: Graph bivariate data on a scatter plot and describe the relationship between the variables.

MA.AI.DS.3: Use technology to find a linear function that models a relationship for a bivariate data set to make predictions; interpret the slope and yintercept, and compute (using technology) and interpret the correlation coefficient.
MA.AI.DS.4: Distinguish between correlation and causation.
MA.AI.DS.5: Understand that patterns of association can also be seen in bivariate categorical data by displaying frequencies and relative frequencies in a two-way table. Construct and interpret a two-way table summarizing data on two categorical variables collected from the same subjects. Use relative
data.
MA.AI.DS.6: Understand that statistics and data are non-neutral and designed to serve a particular interest. Analyze the possibilities for whose interest might be served and how the representations might be misleading.

MA10.EI.1 Solve linear equations with rational number coefficients fluently, including equations whose solutions require expanding expressions using the distributive property and collecting like terms. Represent real-world problems using linear equations and inequalities in one variable and solve such problems. Explain and justify each step in solving an equation, starting from the assumption that the original equation has a solution. Justify the choice of a solution
MA10. EI.2 Give examples of linear equations in one variable with one solution, infinitely many solutions, or no solutions. Show which of these possibilities is the case by transforming a given equation into simpler forms, until an equivalent equation of the form x = a, a = a, or a = b results (where a and b are different
MA10.EI.3 Represent real-world problems using linear equations and inequalities in one variable and solve such problems. Interpret the solution and determine whether it is reasonable.
MA10.EI.4 Represent real-world and other mathematical problems using an algebraic proportion that leads to a linear equation and solve such problems.
MA10.EI.5 Represent real-world problems using linear inequalities in two variables and solve such problems; interpret the solution set and determine whether it is reasonable. Solve other linear inequalities in two variables by graphing.
MA10.EI.6 Solve compound linear inequalities in one variable, and represent and interpret the solution on a number line. Write a compound linear inequality given its number line representation.
MA10.EI.7 Solve equations and formulas for a specified variable, including equations with coefficients represented by variables.
MA10.EI.8 Solve absolute value linear equations in one variable.
MA10.EI.9 Graph absolute value linear equations in two variables.
MA10.F.1 Interpret the equation y = mx + b as defining a linear function, whose graph is a straight line; give examples of functions that are not linear. Describe similarities and differences between linear and nonlinear functions from tables, graphs, verbal descriptions, and equations.
MA10.F.2 Construct a function to model a linear relationship between two quantities given a verbal description, table of values, or graph. Recognize in y = mx + b that m is the slope (rate of change) and b is the y-intercept of the graph, and describe the meaning of each in the context of a problem.
MA10.F.3 Represent linear functions as graphs from equations (with and without technology), equations from graphs, and equations from tables and other given information (e.g., from a given point on a line and the slope of the line).
MA10.F.4 Represent real-world problems that can be modeled with a linear function using equations, graphs, and tables; translate fluently among these representations, and interpret the slope and intercepts.
MA10.F.5 Translate among equivalent forms of equations for linear functions, including slope-intercept, point-slope, and standard. Recognize that different forms reveal more or less information about a given situation.
MA10.F.6 Compare properties of two linear functions given in different forms, such as a table of values, equation, verbal description, and graph (e.g., compare a distance-time graph to a distance-time equation to determine which of two moving objects has greater speed).
MA10.F.8 Identify the domain and range of relations represented in tables, graphs, verbal descriptions, and equations.
MA10.F.7 Understand that a function from one set (called the domain or independent variable) to another set (called the range or dependent variable) assigns to each element of the domain exactly one element of the range. Understand that if f is a function and x is an element of its domain, then f(x) denotes the output of f corresponding to the input x. Understand the graph off is the graph of the equation y = f(x).
MA10.F.9 Describe qualitatively the functional relationship between two quantities by analyzing a graph (e.g., where the function is increasing or decreasing, linear or nonlinear, has a maximum or minimum value). Sketch a graph that exhibits the qualitative features of a function that has been verbally described. Identify independent and dependent variables and make predictions about the relationship.
MA10.F.10 Understand and interpret statements that use function notation in terms of a context; relate the domain of the function to its graph and to the quantitative relationship it describes.
MA10.DASP.1 Construct and interpret scatter plots for bivariate measurement data to investigate patterns of association between two quantitative variables. Describe patterns such as clustering, outliers, positive or negative association, linear association, and nonlinear association.

MA10.DASP.2 Represent sample spaces and find probabilities of compound events (independent and dependent) using methods, such as organized lists, tables, and tree diagrams.
MA10.DASP.3 For events with a large number of outcomes, understand the use of the multiplication counting principle. Develop the multiplication counting principle and apply it to situations with a large number of outcomes.
MA10.DASP.4 Distinguish between random and non-random sampling methods, identify possible sources of bias in sampling, describe how such bias can be controlled and reduced, evaluate the characteristics of a good survey and well-designed experiment, design simple experiments or investigations to collect data answer questions of interest, and make inferences from sample results. Solve pairs of linear equations in two variables by graphing; approximate solutions when the coordinates of the solution are non-integer numbers.
MA10.DASP.5 Understand that statistics and data are non-neutral and designed to serve a particular interest. Analyze the possibilities for whose interest might be served and how the representations might be misleading.
MA10.DASP.6 Find a linear function that models a relationship (with and without technology) for a bivariate data set to make predictions; interpret the slope and y-intercept, and compute (with and without technology) and interpret the correlation coefficient.
MA10.NSEC.1 Give examples of rational and irrational numbers and explain the difference between them. Understand that every number has a decimal expansion; for rational numbers, show that the decimal expansion terminates or repeats, and
MA10.DASP.7 Understand that patterns of association can also be seen in bivariate categorical data by displaying frequencies and relative frequencies in a two-way table. Construct and interpret a two-way table summarizing data on two categorical variables collected from the same subjects. Use relative frequencies calculated for rows or columns (including joint, marginal, and conditional relative frequencies) to describe possible associations and trends in the data.
MA10.DASP.8 Distinguish between correlation and causation.
MA10.NSEC.2 Use rational approximations of irrational numbers to compare the size of irrational numbers, plot them approximately on a number line, and estimate the value of expressions involving irrational numbers.
MA10.NSEC.3 Given a numeric expression with common rational number bases and integer exponents, apply the properties of exponents to generate equivalent expressions.
MA10.NSEC.4 Rewrite and evaluate numeric expressions with positive rational exponents using the properties of exponents
MA10.NSEC.5 Simplify square roots of non-perfect square integers and algebraic monomials.
MA10.NSEC.6 Solve real-world problems with rational numbers by using multiple operations.
MA10.NSEC.7 Explain why the sum or product of two rational numbers is rational; that the sum of a rational number and an irrational number is irrational; and that the product of a nonzero rational number and an irrational number is irrational.
MA10.NSEC.8 Simplify algebraic rational expressions, with numerators and denominators containing monomial bases with integer exponents, to equivalent forms.
MA10.NSEC.9 Factor common terms from polynomials and factor polynomials completely. Factor the difference of two squares, perfect square trinomials, and other quadratic expressions.
MA10.NSEC.10 Understand polynomials are closed under the operations of addition, subtraction, and multiplication with integers; add, subtract, and multiply polynomials and divide polynomials by monomials.
MA10.SEI.2 Understand that, given a system of two equations in two variables, replacing one equation by the sum of that equation and a multiple of the other produces a system with the same solutions. Solve pairs of linear equations in two variables using substitution and elimination
MA10.SEI.3 Write a system of two linear equations in two variables that represents a real-world problem and solve the problem with and without technology. Interpret the solution and determine whether the solution is reasonable.

MA10.QEEF.1 Distinguish between situations that can be modeled with linear functions and with exponential functions. Understand that linear functions grow by equal differences over equal intervals, and that exponential functions grow by equal factors over equal intervals. Compare linear functions and exponential functions that model real-world situations using tables, graphs, and equations.
MA10.QEEF.2 Graph exponential and quadratic equations in two variables with and without technology.
MA10.QEEF.3 Solve quadratic equations in one variable by inspection (e.g., for x^2 = 49), finding square roots, using the quadratic formula, and factoring, as appropriate to the initial form of the equation.
MA10.QEEF.4 Represent real-world problems using quadratic equations in one or two variables and solve such problems with and without technology. Interpret the solution and determine whether it is reasonable.
MA10.QEEF.5 Use and apply the process of factoring to determine zeros (x-intercepts and solutions), lines of symmetry, and extreme values in real-world and other mathematical problems involving quadratic functions; interpret the results in the real-world contexts.
MA10.QEEF.6 Represent real-world and other mathematical problems that can be modeled with exponential functions using tables, graphs, and equations of the form y = ab^x (for integer values of x > 1, rational values of b > 0 and b ≠ 1); translate fluently among these representations and interpret the values of a and
MA10.GM.1 Identify, define and describe attributes of three-dimensional geome describe the two-dimensional figure that results. Explore the effects of slicing these objects using appropriate technology and describe the two-dimensional figure that results.
MA10.GM.2 Solve real-world and other mathematical problems involving volume of cones, spheres, and pyramids and surface area of spheres.
MA10.GM.3 Understand that a two-dimensional figure is congruent to another if the second can be obtained from the first by a sequence of rotations, reflections, and translations. Describe a sequence that exhibits the congruence between two given congruent figures.
MA10.GM.4 Describe the effect of dilations, translations, rotations, and reflections on two-dimensional figures using coordinates.
MA10.GM.5 Apply the Pythagorean Theorem to determine unknown side lengths in right triangles in real-world and other mathematical problems in two dimensions.
MA10.GM.6 Apply the Pythagorean Theorem to find the distance between two points in a coordinate plane.

Science
B.1.2 Understand that the shape of a molecule B.1.2 Analyze how the shape of a molecule determines its role in the many different types determines its role in the many different types of of cellular processes (e.g., metabolism, cellular processes (e.g., metabolism, homeostasis, growth and development, and homeostasis, growth and development, and heredity) and understand that the majority of heredity) and understand that the majority of these processes involve proteins that act as these processes involve proteins that act as enzymes.
B.1.3 Explain and give examples of how the function and differentiation of cells is influenced by their external environment (e.g., temperature, acidity and the concentration of certain molecules) and changes in these conditions may affect how a cell functions.
B.2.1 Describe features common to all cells that are essential for growth and survival. Explain their functions.
B.2.2 Describe the structure of a cell B.1.3 Develop and use models that illustrate membrane and explain how it regulates the how a cell membrane regulates the uptake of transport of materials into and out of the cell materials essential for growth and survival while and prevents harmful materials from entering removing or preventing harmful waste materials the cell.
B.2.3 Explain that most cells contain mitochondria (the key sites of cellular respiration), where stored chemical energy is converted into useable energy for the cell. Explain that some cells, including many plant cells, contain chloroplasts (the key sites of photosynthesis) where the energy of light is captured for use in chemical work.
B.2.4 Explain that all cells contain ribosomes B.1.4 Develop and use models to illustrate how (the key sites for protein synthesis), where specialized structures within cells (i.e. nuclei, genetic material is decoded in order to form ribosomes, Golgi, endoplasmic reticulum) unique proteins.
B.2.5 Explain that cells use proteins to form structures (e.g., cilia, flagella), which allow them to carry out specific functions (e.g., movement, adhesion and absorption).
B.2.6 Investigate a variety of different cell types and relate the proportion of different organelles within these cells to their functions.
B.3.1 Describe how some organisms capture B.2.1 Use a model to illustrate how the sun's energy through the process of photosynthesis transforms light energy into photosynthesis by converting carbon dioxide stored chemical energy. and water into high-energy compounds and releasing oxygen.
B.3.2 Describe how most organisms can combine and recombine the elements contained in sugar molecules into a variety of biologically essential compounds by utilizing the energy from cellular respiration.
B.3.3 Recognize and describe that metabolism consists of all of the biochemical reactions that occur inside cells, which include the production, modification, transport, and exchange of materials that are required for the maintenance of life
B.3.4 Describe how matter cycles through an B.2.3 Use mathematical and/or computational ecosystem by way of food chains and food representations to support claims for the cycling webs and how organisms convert that matter of matter and flow of energy among organisms into a variety of organic molecules to be used in an ecosystem. in part in their own cellular structures.
B.4.1 Explain that the amount of life B.3.1 Use mathematical and/or computational environments can support is limited by the representation to explain why the carrying available energy, water, oxygen and minerals capacity ecosystems can support is limited by and by the ability of ecosystems to recycle the the available energy, water, oxygen, and minerals remains of dead organisms.
B.4.2 Describe how human activities and natural phenomena can change the flow and of matter and energy in an ecosystem and how those changes impact other species.
B.4.3 Describe the consequences of introducing non-native species into an ecosystem and identify the impact it may have on that ecosystem.
B.4.4 Describe how climate, the pattern of into that ecosystem. matter and energy flow, the birth and death of new organisms, and the interaction between those organisms contribute to the long-term stability of an ecosystem.
5.1 Describe the relationship between chromosomes and DNA along with their basic structure and function.
B.5.2 Describe how hereditary information passed from parents to offspring is encoded in the regions of DNA molecules called genes.

B.5.4 Explain how the unique shape and B.4.3 Construct a model to explain that the activity of each protein is determined by the unique shape and function of each protein is sequence of its amino acids.
B.5.5 Understand that proteins are responsible for the observable traits of an organism and for most of the functions within an organism.
B.5.6 Recognize that traits can be structural, physiological or behavioral and can include readily observable characteristics at the organismal level or less recognizable features at the molecular and cellular level.
B.6.1 Describe the process of mitosis and explain that this process ordinarily results in daughter cells with a genetic make-up identical to the parent cells.
B.6.2 Understand that most cells of a multicellular organism contain the same genes but develop from a single cell (e.g., a fertilized egg) in different ways due to differential gene expression.
B.6.3 Explain that in multicellular organisms the zygote produced during fertilization undergoes a series of cell divisions that lead to clusters of cells that go on to specialize and become the organism's tissues and organs.
B.6.4 Describe and model the process of meiosis and explain the relationship between the genetic make-up of the parent cell and the daughter cells (i.e., gametes).
B.6.5 Explain how in sexual reproduction that crossing over, independent assortment and random fertilization result in offspring that are genetically different from the parents.
B.7.1 Distinguish between dominant and recessive alleles and determine the phenotype that would result from the different possible combinations of alleles in an offspring.
B.7.2 Describe dominant, recessive, codominant, sex-linked, incompletely dominant, multiply allelic and polygenic traits and illustrate their inheritance patterns over multiple generations.
B.7.3 Determine the likelihood of the appearance of a specific trait in an offspring given the genetic make-up of the parents.
B.7.4 Explain the process by which a cell copies its DNA and identify factors that can damage DNA and cause changes in its nucleotide sequence.
B.7.5 Explain and demonstrate how inserting, substituting or deleting segments of a DNA molecule can alter a gene, how that gene is then passed to every cell that develops from it and how the results may be beneficial, harmful or have little or no effect on the organism.
B.8.1 Explain how anatomical and molecular B.5.2 Communicate scientific information that similarities among organisms suggests that life common ancestry and biological evolution are on earth began as simple, one-celled organisms supported by multiple lines of empirical about 4 billion years ago and multicellular evidence including both anatomical and organisms evolved later.
B.8.2 Explain how organisms are classified B.5.1 Evaluate anatomical and molecular and named based on their evolutionary evidence to provide an explanation of how relationships into taxonomic categories.
B.8.3 Use anatomical and molecular evidence to establish evolutionary relationships among organisms.
B.8.4 Understand that molecular evidence B.5.4 Evaluate evidence to explain the role of supports the anatomical evidence for these natural selection as an evolutionary mechanism evolutionary relationships and provides that leads to the adaptation of species, and to additional information about the order in support claims that changes in environmental which different lines of descent branched.
B.8.5 Describe how organisms with beneficial B.5.3 Apply concepts of statistics and traits are more likely to survive, reproduce, and probability to support a claim that organisms pass on their genetic information due to with an advantageous heritable trait tend to genetic variations, environmental forces and increase in proportion to organisms lacking this reproductive pressures.
B.8.6 Explain how genetic variation within a population (i.e., a species) can be attributed to mutations as well as random assortments of existing genes.
B.8.7 Describe the modern scientific theory of the origins and history of life on earth and evaluate the evidence that supports it.

Earth and Space Science (Could be replaced with Physical Science Exit Outcomes)
ES. 1.1: Construct an explanation detailing how space can be studied by observing all frequencies of the electromagnetic radiation with differentiated telescopes and observational tools.
ES. 1.2: Describe the expanding universe theory, also known as the "Big Bang Theory," based on observed astronomical evidence including: The Doppler Effect, red shift, Hubble's Law, and the cosmic microwave background.
ES. 1.3: Create a diagram, flowchart, or explanation that details the cooling of energy into protons and early elements, and early elements into superstars and galaxies. Explain the role of gravitational attraction in the formation of stars and galaxies from clouds of these early elements.
ES.1.4: Differentiate between the life cycles of stars of different masses found on the Hertzsprung-Russell Diagram. Differentiate between low, medium (including our sun), and high mass stars by what elements can be produced, and therefore whether or not they can achieve red giant phase or go supernova.
ES.1.5 Illustrate the hierarchical relationship and scales of stars, planetary systems including multiple-star systems, star clusters, galaxies and galactic groups in the universe.
Standard 2: The Solar System
Indiana Academic Standard
ES. 2.1: Construct a flowchart with diagrams and descriptions outlining the nebular theory of solar system formation. Include the formation of one or more stars, planetesimals, protoplanets, Jovian and terrestrial planets, and other objects including satellites and small bodies.
ES.2.2: Describe the characteristics of the various kinds of objects in the solar system including planets, satellites, comets, asteroids, and protoplanets. Recognize that planets have been identified orbiting stars other than the sun, or exist outside of solar systems orbiting no sun at all. Describe the organization of our solar system including terrestrial and Jovian planets, asteroid belts, and the Oort Cloud.
ES. 2.3: Develop a model illustrating the layers and life span of the sun. Explain how nuclear fusion in the core produces elements and energy, which are both retained through convection and released to space, including Earth, through radiation. Additionally, elements heavier than iron cannot form in stars, and form only as a result of supernovae.
ES. 2.4: Use mathematical and/or computational representations to demonstrate the motions of the various kinds of objects in our solar system including planets, satellites, comets, and asteroids. Explain that Kepler's Laws determine the orbits of those objects and know that Kepler's Laws are a direct consequence
ES. 2.5: Explain how scientific theory changes over time with the introduction of new information and observational data. Use works from ancient Greeks such as Ptolemy, and other astronomers including Copernicus, Brahe, Kepler, and Galileo to demonstrate the effect of observational data and scientific discussion on our understanding of the mechanics and motion of our solar system.
Standard 3: Earth Cycles and Systems
Indiana Academic Standard
ES 3.1: Create flowcharts that show the exchange of carbon and oxygen between the lithosphere, hydrosphere, biosphere, and atmosphere, including carbon dioxide and methane. Explain how human activities such as farming and industry, temperature change in oceans, and natural processes such as volcanic eruptions can speed or slow the cycling from reservoirs within the solid earth and oceans into the atmosphere.
ES 3.2: Create diagrams and flowcharts that show the cycling of between the lithosphere, hydrosphere, biosphere, and atmosphere for nitrogen. Complete the same for phosphorus excluding the atmosphere. Explain how human activities can alter the amounts of both phosphorus and nitrogen between these layers.
ES 3.3: Analyze and explain how events on one side of the world can alter temperature and precipitation around the globe. Analyze and explain the possible effects of natural and human-driven processes on our atmosphere and climate.
ES. 3.4: Evaluate the use of sustainable versus nonrenewable resources. Explain the consequences of overuse and continued increased consumption of limited resources. Analyze and evaluate the benefits of researching, designing, and developing sustainable resources for private use and industry.

Standard 4: The Atmosphere and Hydrosphere
Indiana Academic Standard
ES. 4.1: Create a model that shows the composition, distribution, and circulation of gases in Earth's atmosphere. Show how carbon and oxygen cycles affect the composition through gas exchange with organisms, oceans, the solid earth, and industry.
ES. 4.2: Create models to demonstrate the circulation, retention, and reflection of heat in regards to the atmosphere, solid land, and bodies of water including lakes and oceans. Demonstrate the effects of cities, various terrain, cloud cover, sea ice, and open water on albedo. Examine local and global heat exchanges, including land & sea breezes, lake effects, urban heat islands, and thermohaline circulation.
ES. 4.3: Create a presentation that demonstrates the process of the water cycle on both local and global scales. Illustrate the process of water cycling both from the solid earth to the atmosphere and around the solid earth. Examine the interaction of ground water, surface water, and ocean circulation. Illustrate the effects of human activity on water systems.
ES 4.5: Chart and explain the changes in weather as it relates to humidity, air pressure, and temperature. Explain how these factors result in local wind patterns and cloud cover. Explain the origin, life cycle, and behavior of weather systems, especially severe weather. Create an emergency plan for severe storms, both
ES. 4.6: Differentiate between weather and climate. Examine long term, natural climate change and periods of glaciation as influenced by Milankovitch Cycles due to the gravity of other solar system bodies (obliquity and precession of axis and eccentricity of orbit). Explain how these are different from any short term (less than thousands of years) changes to climate.
ES. 4.7: Create diagrams or models to demonstrate the effect of the gravitational pull of the sun and moon on Earth's oceans. Explain the difference between daily (high and low) tides and monthly (spring and neap) tides. Explain how monthly tides relate to the revolution of the moon, and therefore its phases.
Standard 5: The Solid Earth
Indiana Academic Standard
ES. 5.1: Construct a lab to analyze minerals based on their physical and chemical properties. Explain how rocks may contain many minerals, one mineral, or no minerals, and minerals can be made of either single elements (such as gold) or compounds (such a silicates).
ES 5.2: Create a rock cycle flowchart or diagram that demonstrates the processes involved in the formation, breakdown, and reformation of igneous, sedimentary, and metamorphic rock. Show how each type can melt and reform igneous rock, undergo the various metamorphic processes, and undergo physical and chemical weathering to form sedimentary rock.
ES 5.3: Construct a model that demonstrates the difference between weathering, erosion, transportation of material, deposition, and new soil and sedimentary rock formation. Differentiate between types of physical and chemical weathering.
ES 5.4: Differentiate between relative and absolute geological time. Detail how sedimentary rock can be dated based on relative-age dating and positioning, while igneous formations can be radiometrically dated. Differentiate between radiocarbon dating used for organic materials and other types of radiometric dating for inorganic rock formation.
ES 5.5: Create a timeline detailing the processes that have occurred in Indiana to create mostly sedimentary bedrock. Explain how changing sea levels, climate, and glaciation have shaped Indiana geology.
ES 5.6 Create models or diagrams to show how plate movement and sea level changes have changed continental land masses over time. Include the creation and destruction of inland seas, sedimentary rock formations including evaporites and biochemical formations, and the shaping and destruction of surface features.

Standard 6: Earth Processes
Indiana Academic Standard
ES 6.1: Construct a diagram or model that identifies and describes the physical and chemical properties of the crust, mantle, outer core, and inner core of Earth.
ES 6.2: Explain how Earth's fluid outer core creates the magnetosphere and how this helps protect both humans and technology (such as satellites) from solar
ES 6.3: Construct a diagram and explanation showing the convection of Earth's mantle and its impact on the movements of tectonic plates. Explain how the decay of radioactive isotopes and residual energy from Earth's original formation provide the heat to fuel this convective process, which, along with ridge push and slab pull, drive the movements of tectonic plates.
ES. 6.4: Create a timeline to show the development of modern tectonic plate theory. Identify and explain how the evidence from the theory of continental drift, seafloor spreading, and paleomagnetism built upon each other to support tectonic plate theory.
ES. 6.5: Create models that demonstrate different types of orogeny resulting from plate tectonics. Show how the interactions between oceanic and continental plates create different geological features (such as volcanic island arcs or high altitude plateaus) depending on what types of plates are involved in the motions along different plate boundaries.
ES. 6.6: Create models and differentiate between shield, composite, and cinder cone volcanoes. Explain how volcanoes form, how the chemical composition of lava affects the type of volcanoes formed, and how the location (such as hot spots or along continental or oceanic margins) can affect the types of magma present.
ES. 6.7: Use models, diagrams, and captions to explain how tectonic motion creates earthquakes and tsunamis. Using resources such as indianamap.org, analyze how close the school is to known faults and liquefaction potential. Differentiate between intraplate fault zones such as the Wabash Valley Fault System and the
ES. 6.8 Create an action plan detailing what to do in an emergency if an earthquake occurred near the school or home. Detail what should be kept in an earthquake preparation kit, how to prepare homes for earthquake safety, and what actions should be taken during and after an earthquake to ensure personal safety.

US History
Standard 1 — Early National Development: 1775 to 1877: Students review and summarize key ideas, events, people, and developments from the Founding Era through the Civil War and Reconstruction, 1775 to 1877.
Standard 2 - Students examine the political, economic, social and cultural development of the United States during the period from 1870 to 1900.
Standard 3 — Emergence of the Modern United States: 1897 to 1920:Students examine the political, economic, social and cultural development of the United States during the period from 1897 to 1920.
Standard 4 — The Modern United States in Prosperity and Depression: 1920s and 1930s: Students examine the political, economic, social and cultural development of the United States during the period from 1920 to 1939.
Standard 5 — The United States and World War II: 1939 to 1945: Students examine the causes and course of World War II, the effects of the war on United States society and culture, and the consequences of the war on United States involvement in world affairs.
Standard 6 — Postwar United States: 1945 to 1960: Students examine the political, economic, social and cultural development of the United States during the period from 1945 to 1960.
Standard 7 — The United States in Troubled Times: 1960 to 1980: Students examine the political, economic, social and cultural development of the United States during the period from 1960 to 1980.
Standard 8 — The Contemporary United States: 1980 to the Present
Students examine the political, economic, social and cultural development of the United States during the period from 1980 to the present.
Standard 9 — Historical Thinking: Students conduct historical research that incorporates information literacy skills such as forming appropriate research questions; evaluating information by determining its accuracy, relevance and comprehensiveness; interpreting a variety of primary and secondary sources; and presenting their findings with documentation.

US Government

Standard 1 — The Nature of Politics and Government

Students identify, define, compare and contrast ideas regarding the nature of government, politics and civic life, and explain how these ideas have influenced contemporary political and legal systems. Students also explain the importance of government, politics and civic engagement in a democratic republic, and demonstrate how citizens participate in civic and political life in their own communities.

Standard 2 — Foundations of Government in the United States

Students identify and define ideas at the core of government and politics in the United States, interpret Founding-Era documents and events associated with the core ideas, and explain how commitment to these foundational ideas constitutes a common American civic identity. They also analyze the meaning and application of core ideas to government, politics and civic life, and demonstrate how citizens apply these foundational ideas in civic and political life.

Standard 3 — Purposes, Principles and Institutions of Government in the United States

Students explain how purposes, principles and institutions of government for the American people are established in the United States Constitution and reflected in the Indiana Constitution. Students describe the structures and functions of American constitutional government at national, state and local levels and practice skills of citizenship in relationship to their constitutional government.

Standard 4 — The Relationship of the United States to Other Nations in World Affairs

Students analyze the interactions between the United States and other nations and evaluate the role of the United States in world affairs.

Standard 5 — Roles of Citizens in the United States

Students explain the idea of citizenship in the United States, describe the roles of United States citizens, and identify and explain the rights and responsibilities of United States citizens. They also examine how citizens can participate responsibly and effectively in the civic and political life of the United States.

Health & Wellness

Standard 1 Students will comprehend concepts related to health promotion and disease prevention to enhance health. The acquisition of basic health concepts and functional health knowledge provides a foundation for promotion of health-enhancing behaviors among youth. This standard includes essential concepts that are based on established health behavior theories and models. Concepts that focus on both health promotion and risk reduction are included in the performance indicators. Students apply knowledge of personal responsibility for health promotion and/or risk reduction. They develop patterns of 76 Indiana Academic Standards for Health & Wellness healthy behaviors to prevent or reduce their risk of injury and/or illness throughout their lifespan. Students describe the interrelationships of emotional, physical, social, and intellectual health and how they can be impacted by their surroundings.

variety of positive and negative influences within society. This standard focuses on identifying and understanding the diverse internal and external factors that influence health practices and behaviors among youth including personal values, beliefs and perceived norms. Students examine how the family, peers, culture, media, and technology influence personal, family and community health. Students analyze how policies and regulations influence health promotion and risk reduction.

Standard 3 Students will demonstrate the ability to access valid information and products and services to enhance health. Accessing valid health information and health-promoting products and services is critical in the prevention, early detection and treatment of health problems. This standard focuses on how to identify and access valid health resources and to reject unproven sources. Applying the skills of analysis, comparison and evaluation of health resources empowers students to achieve health literacy. Students access valid health information, health-promoting products, and services to prevent, detect and treat health problems.

Standard 4 Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce health risks. Effective communication enhances personal, family, and community health. This standard focuses on how responsible individuals use verbal and non-verbal skills to develop and maintain healthy personal relationships. The ability to organize and to convey information and feelings is the basis for strengthening interpersonal interactions and reducing or avoiding conflict. Students demonstrate refusal, negotiation and collaboration skills to enhance health and avoid or reduce health risks. Students organize and convey information and feelings for strengthening interpersonal 80 Indiana Academic Standards for Health & Wellness interactions and reduce or avoid conflict. They access resources to enhance the health of self and/or others.

Standard 5 Students will demonstrate the ability to use decision-making skills to enhance health. Decision-making skills are needed in order to identify, implement and sustain healthenhancing behaviors. This standard includes the essential steps needed to make healthy decisions as prescribed in the performance indicators. When applied to health issues, the decision-making process enables individuals to collaborate with others to improve quality of life. Students apply a comprehensive decision-making process which enables them to collaborate with others to improve quality of life now and in the future.

Standard 6 Students will demonstrate the ability to use goal-setting skills to enhance health. Goal-setting skills are essential to help students identify, adopt and maintain healthy behaviors. This standard includes the critical steps needed to achieve both short-term and long-term health goals. These skills make it possible for individuals to have aspirations and plans for the future. Students construct health goals based upon personal needs. Students design, implement and evaluate critical steps to achieve short-term and long-term health goals.

Standard 7 Students will demonstrate the ability to practice health-enhancing behaviors and avoid or reduce health risks. This standard promotes accepting personal responsibility for health and encourages the practice of healthy behaviors. Research confirms that practicing health-enhancing behaviors can contribute to a positive quality of life. In addition, many diseases and injuries can be prevented by reducing harmful and risk taking behaviors. Students display health-enhancing behaviors to prevent injuries, diseases and disorders.

Standard 8 Students will demonstrate the ability to advocate for personal, family and community health. This standard helps students develop important skills to target their health enhancing messages and to encourage others to adopt healthy behaviors. Advocacy skills help students promote healthy norms and healthy behaviors. Students communicate valid information and convey opinions about health issues. Students demonstrate skills to encourage others to adopt health-enhancing behaviors.

display health-enhancing behaviors to prevent injuries, diseases and disorders.
Standard 8 Students will demonstrate the ability to advocate for personal, family and community health. This standard helps students develop important skills to target their health enhancing messages and to encourage others to adopt healthy behaviors. Advocacy skills help students promote healthy norms and healthy behaviors. Students communicate valid information and convey opinions about health issues. Students demonstrate skills to encourage others to adopt health-enhancing behaviors.

Additional Exit Standards:
Lastly, our goal is to set students up for success beyond our doors. To accomplish this, the school's senior level English class culminates with a capstone project which encompasses the development of a résumé and cover letter, preparation in interviewing skills, and practice and completion of an online profile on a professional job search website.

(Sources:
https://www.doe.in.gov/standards/social-studies)
(Source: https://www.doe.in.gov/standards/mathematics)
(Source: https://www.doe.in.gov/standards/science-computer-science)
(Source: https://www.doe.in.gov/standards/social-studies)

Sample Educational/Graduation Plan. **NOTE**: This is will be adapted to match Indiana State Requirements.

SUCCESS VIRTUAL LEARNING CENTERS OF MICHIGAN

STUDENT EDUCATIONAL DEVELOPMENT PLAN

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Student Full Name: _____

Grade: _____ Age: _____ Enrollment Code: _____

Career Goals: Choose one or more career pathways you are considering after high school.

1. Career Pathway: _____

   a. Educational Level Needed: _____
   b. Additional Training Needed: _____
   c. Steps to achieve this career goal: _____
   _____
   _____
   _____

2. Career Pathway: _____

   a. Educational Level Needed: _____
   b. Additional Training Needed: _____
   c. Steps to achieve this career goal: _____
   _____
   _____
   _____

3. Career Pathway: _____

   a. Educational Level Needed: _____
   b. Additional Training Needed: _____
   c. Steps to achieve this career goal: _____
   _____
   _____
   _____

Assessment Results: Activities such as personality or career assessments, hobbies, extra-curricular activities or volunteer work can help you choose a career.

1. Have you taken any personality surveys, career interest surveys or other types of assessments that may help you choose a career path?
   _____
   _____
   _____

2. Do you participate in any hobbies or extra-curricular activities or have you done any special projects that may help you gain experience or make a decision on a career path?
   _____
   _____
   _____

3. Have you or do you do any volunteer work or have you participated in any internships that may help you make a decision on a career path?
   _____
   _____
   _____

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SUCCESS VIRTUAL LEARNING CENTERS OF MICHIGAN

STUDENT EDUCATIONAL DEVELOPMENT PLAN

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Plan of Action:

1. High School Coursework (see EDP Scheduling Form)

2. Desired Post-High School degree(s): _____
   a. Colleges/Universities Student is Considering:
      1. Name: _____
         a. Application Deadline: _____
         b. Financial Aid Deadline: _____
      2. Name: _____
         a. Application Deadline: _____
         b. Financial Aid Deadline: _____
      3. Name: _____
         a. Application Deadline: _____
         b. Financial Aid Deadline: _____

3. Employment Opportunities With Desired Degree:
   a. _____
   b. _____
   c. _____

4. Current available activities to gain experience for desired career pathway (i.e.: career pathway exploration activities/assessments, mentorships, volunteering, employment, internships):
   _____
   _____
   _____

5. Is student interested in dual enrollment? YES NO
   a. If yes, which college? _____
   b. Process discussed and contact information given? YES NO

Additional Information Student/Guardian Wishes to Add

_____
_____
_____
_____

Is one parent a member of the Armed Forces on active duty? YES NO

Student Signature: _____

Parent/Guardian/Student (if over 18) Approval: _____

Staff Signature: _____ Date: _____

SUCCESS VIRTUAL LEARNING CENTERS OF MICHIGAN

STUDENT ONLINE RESOURCES FOR COLLEGE AND CAREER PLANNING

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CAREER PLANNING	
Career Assessment	
http://mappingyourfuture.org Click on Explore Careers and then Research Careers.	An online career exploration adventure.
http://www.knowhow2gomichigan.org/	Council on Education, Lumina Foundation for Education and the Ad Council launched the KnowHow2GO campaign in January 2007. This multiyear, multimedia effort includes television, radio and outdoor public service advertisements (PSAs) that encourage 8th through 10th graders to prepare for college using four simple steps.
http://www.careerinfonet.org Click on Skills Profiler under Career Tools	Find occupations related to skills and interests.
http://online.onetcenter.org	O NET™ Online – An Occupational Information Network - Making occupational information interactive and accessible for all.
Available Careers	
http://www.bls.gov/k12/	Exploring Career Information from the Bureau of Labor Statistics
http://www.bls.gov/ooh/	The Occupational Outlook Handbook is a nationally recognized source of career information, designed to provide valuable assistance to individuals making decisions about students' future work lives. The Handbook is revised every two years.
State and Local Resources	
https://www.michigancap.org/	Free support for all students and families in Michigan to simplify the process of transitioning from high school to college and career.
http://www.mitalent.org	Pure Michigan Talent Connect – a collaborative effort of the State of Michigan's Workforce Development Agency (WDA) and the Michigan Economic Development Corporation (MEDC) – is your launch pad for new jobs, careers and talent.

SUCCESS VIRTUAL LEARNING CENTERS OF MICHIGAN

STUDENT ONLINE RESOURCES FOR COLLEGE AND CAREER PLANNING

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PLANNING FOR COLLEGE	
www.studentaid.gov	This site is intended to provide inspiration and hope to all students, and encourage them to consider and pursue a postsecondary education. It is also intended to be the go-to source for information and resources about planning, preparing and paying for postsecondary education.
www.going2college.org	The College Access Web site provides information about available resources in the United State on career planning, college preparation, and paying for college.
www.eduguide.org	EduGuide is a non-profit organization that helps schools and communities work together to boost learning from birth through the transition to college.
www.actstudent.org	ACT is an independent, not-for-profit organization that provides more than a hundred assessment, research, information, and program management services in the broad areas of education and workforce development. (college entrance exam)
www.princetonreview.com	The Princeton Review helps students explore schools and careers, improving test scores and skills, and find information on scholarships and financial aid.

FINDING A COLLEGE	
Shop Around	
http://www.michigancap.org	Michigan College Access Portal (MichiganCAP) - Free support for all students and families in Michigan to simplify the process of transitioning from high school to college and career.
http://nces.ed.gov/collegenavigator/	College Navigator – Find the right college for you.
http://www.petersons.com/college-search.aspx	Peterson's - match your needs with the institution that offers what's important to you.
Visit the College	
http://www.ecampustours.com http://www.campustours.com http://www.collegeboard.com http://www.collegiatechoice.com	Offers virtual college tours of different schools. Links to profiles of colleges and provides virtual tours. Offers college site, cost and information on the PSAT/ SAT®. Offers videos of student-guided college walking tours.

SUCCESS VIRTUAL LEARNING CENTERS OF MICHIGAN

STUDENT ONLINE RESOURCES FOR COLLEGE AND CAREER PLANNING

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FINDING A COLLEGE	
Check the Cost and Apply for College	
http://www.michigan.gov/ssg Click on Michigan Postsecondary Handbook under Featured Resources	The Michigan Postsecondary Handbook contains current information on admission requirements, campus characteristics, and application procedures on Michigan colleges and universities.
http://www.studentaid.ed.gov	The U.S. Department of Education Web site gives information on applying for admission, navigating the school application process, and applying for federal student aid.
http://nces.ed.gov/collegenavigator	The National Center for Education Statistics' College Navigator is available for the general public to become more informed and to make intelligent decisions concerning college choices.

PAYING FOR COLLEGE	
Apply for Student Financial Aid	
www.pin.ed.gov	Students and their parents must obtain a Personal Identification Number (PIN) to submit Free Application for Student Financial Aid (FAFSA) online.
www.fafsa.gov	To be eligible for federal and state aid, students must apply for financial aid by completing the FAFSA as soon as possible after January 1.
Scholarship Search	
www.michigan.gov/ssg	There are a variety of scholarships, grants, and self-help aids available to assist students in paying for college. The Student Financial Services Bureau's Web site has information on both federal and state financial aid programs.
http://studentaid.ed.gov/types	The U.S. Department of Education has resource information on types of financial aid.
http://www.hsf.net	Making resources available free of charge to thousands of aspiring Hispanic residents.
www.fastweb.org	Online scholarship search site.
www.internationalscholarships.com	The International Scholarship Search is the premier financial aid, college scholarship, and international scholarship resource for students wishing to study abroad.
www.collegeboard.com	The College Board is a not-for-profit membership association whose mission is to connect students to college success and opportunity.

SUCCESS VIRTUAL LEARNING CENTERS OF MICHIGAN

STUDENT ONLINE RESOURCES FOR COLLEGE AND CAREER PLANNING

SUCCESS
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PAYING FOR COLLEGE	
Scholarship Search	
http://www.petersons.com	Prepare for a test, find the right school, explore financial aid, and advance a career.
www.ncaa.org	The online resource to the National College Athletic Association (NCAA).
Calculating Costs	
http://www.finaid.org/calculators	FinAid's custom calculators can assist in figuring out how much school will cost, how much to save, and how much aid is needed to attend college.
http://michigan.gov/studentaid Click on Saving and Planning	Michigan's Paying for College Web site, including important information on investing and saving for college.
Saving for College	
http://www.setwithmet.com	Information about Michigan Education Trust.
http://www.misaves.com	Information about the Michigan Education Savings Program.
http://www.finaid.org/savings/coverdell.phtml	Information about Coverdell Education Savings Plans.
http://www.collegesavings.org	Information about College Savings Plans.
www.FAFSA4caster.ed.gov	The FAFSA4caster is an online tool to help you prepare financially for college before officially applying for federal student aid. It provides an estimate of federal student aid eligibility by instantly calculating an estimated Expected Family Contribution.
Tax Credits	
http://www.irs.gov/Forms-&-Pubs Type "Education Tax Credits" into the search box, top right corner.	Information on education tax credits.

SUCCESS VIRTUAL LEARNING CENTERS OF MICHIGAN

EDP: COURSE SCHEDULE 2018/2019

SUCCESS
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Enrollment Code: _____

Student Full Name: _____

Enrollment Date: _____ Grade Level: _____ Date of Birth: _____

Total Credits at Enrollment: _____ Cohort Year: _____

First Semester Schedule

1. _____ _____
Course Name — Estimated Date of Completion

2. _____ _____
Course Name — Estimated Date of Completion

3. _____ _____
Course Name — Estimated Date of Completion

4. _____ _____
Course Name — Estimated Date of Completion

5. _____ _____
Course Name — Estimated Date of Completion

6. _____ _____
Course Name — Estimated Date of Completion

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SUCCESS VIRTUAL LEARNING CENTERS OF MICHIGAN
EDP: COURSE SCHEDULE 2018/2019

SUCCESS
VIRTUAL LEARNING CENTERS

Enrollment Code: _____

Student Full Name: _____

Second Semester Schedule

1. _____ _____
Course Name — Estimated Date of Completion

2. _____ _____
Course Name — Estimated Date of Completion

3. _____ _____
Course Name — Estimated Date of Completion

4. _____ _____
Course Name — Estimated Date of Completion

5. _____ _____
Course Name — Estimated Date of Completion

6. _____ _____
Course Name — Estimated Date of Completion

Success Virtual Learning Centers of Michigan utilizes sequential learning. A new form must be completed and signed by parent/guardian or student (if over 18) anytime a change is made to this schedule.

Parent/Guardian/Student (if 18 or older): _____

Staff Signature: _____

Date Form Completed: _____

Attachment 4 - School Calendar and Sample Schedules

Days/Hours of Instruction

Cyber School: Success Learning BLC

Grades: 9-12 School Year: **2019-2020**

Cyber School Instructional Time Requirements: Per Sec.Indiana Code Title 20. Education § 20-30-2-3, a school will make instructional services available to pupils for a minimum of 180 days during a chool year

1. Verification of Educational Services Provided 1,098 Hours per SY

July 2019				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
# Instructional Days:				0

August 2019				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
# Instructional Days:				0

September 2019				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
# Instructional Days:				19

October 2019				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
15	15	16	17	18
21	22	23	24	25
28	29	30	31	
# Instructional Days:				23

November 2019				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
# Instructional Days:				18

December 2019				
M	T	W	T	F
3	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
# Instructional Days:				15

Instructions:

Complete calendars using color codes below. Enter # of days each month for which teachers are scheduled to provide instruction.

No Instruction Scheduled

State Holiday (no school)

Instructional Day

January 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	31	31
# Instructional Days:				22

February 2020				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
# Instructional Days:				19

March 2020				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
29	31			
# Instructional Days:				20

April 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
# Instructional Days:				19

May 2020				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
# Instructional Days:				20

June 2020				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
# Instructional Days:				10

Number of Days of Instruction	
185	
x	
Number of Hrs Per Day	
6.00	
5	=
Total Hours of Instruction (≥ 1098)	
1,110.00	

- IC 20-30-2-1: Instructional time is time during which students participate in an approved course, curriculum, or an educationally related activity under the direction of a teacher, which includes a reasonable amount of passing time between classes. Instructional time doesn't include lunch or recess.

- IC 20-30-2-2: Requires that the instructional day for grades 1-6 consist of at least 5 hours of instructional time, and the instructional day for grades 7-12 consist of at least 6 hours of instructional time.

Weekly/Daily Schedule

Monday		Tuesday		Wednesday		Thursday		Friday	
7:30 AM - 8:00 PM	Teachers arrive at Center	7:30 AM - 8:00 PM	Teachers arrive at Center	7:30 AM - 8:00 PM	Teachers arrive at Center	7:30 AM - 8:00 PM	Teachers arrive at Center	7:30 AM - 8:00 PM	Teachers arrive at Center
8;;00 AM - 3:00 PM (Staff coordinates lunch times so that someone is always available in the center)	**Center Opened** Every teacher and administrator creates a weekly schedule that includes time to meet with students and/or parents, provide individual academic assistance to students, offer group instruction, plan lessons, and evaluate student data to offer appropriate support or interventions.	8;;00 AM - 3:00 PM (Staff coordinates lunch times so that someone is always available in the center)	**Center Opened** Every teacher and administrator creates a weekly schedule that includes time to meet with students and/or parents, provide individual academic assistance to students, offer group instruction, plan lessons, and evaluate student data to offer appropriate support or interventions.	8;;00 AM - 3:00 PM (Staff coordinates lunch times so that someone is always available in the center)	**Center Opened** Every teacher and administrator creates a weekly schedule that includes time to meet with students and/or parents, provide individual academic assistance to students, offer group instruction, plan lessons, and evaluate student data to offer appropriate support or interventions.	8;;00 AM - 3:00 PM (Staff coordinates lunch times so that someone is always available in the center)	**Center Opened** Every teacher and administrator creates a weekly schedule that includes time to meet with students and/or parents, provide individual academic assistance to students, offer group instruction, plan lessons, and evaluate student data to offer appropriate support or interventions.	8;;00 AM - 3:00 PM (Staff coordinates lunch times so that someone is always available in the center)	**Center Opened** Every teacher and administrator creates a weekly schedule that includes time to meet with students and/or parents, provide individual academic assistance to students, offer group instruction, plan lessons, and evaluate student data to offer appropriate support or interventions.
3:00 - 4:30	Faculty Meeting (Join in-person or virtually at center)	3:00 - 4:30	Faculty meet to discuss student interventions and child study referals	3:00 - 4:30		3:00 - 4:30	Faculty match students with appropriate partner organizaions.	3:00 - 3:30	Relationship Managers assess potentail student issues over weekend and connect with student families accordingly.
4:30	Teachers answer emails and return phone calls as needed (many times the teacher devotes more time than the required 40	4:30	Teachers answer emails and return phone calls as needed (many times the teacher devotes more time than the required 40	4:30	Teachers answer emails and return phone calls as needed (many times the teacher devotes more time than the required 40	4:30	Teachers answer emails and return phone calls as needed (many times the teacher devotes more time than the required 40	4:30	Teachers answer emails and return phone calls as needed (many times the teacher devotes more time than the required 40

Sample Student Schedules

Student #1 - Teen Mom		Students #2 - Working Student - Potential Dropout		Student #3 - Student Athlete -Wants to get ahead and graduate early		Student #3 - Special Education Student	
6:00 AM - 7:30 AM	Get a jump start on school before baby wakes. Works on classess as defined	6:00 AM - 11:00 AM	Work at job site.	7:00 AM - 9:00 AM	Get a jump start on coursework and email teacher any questions to discuss at center.	7:00 AM - 8:00 AM	Ready for School/breakfast/drive to center
7:30 AM - 11:30 AM	Family time until sitter arrives.	11:00 AM - 12:00 PM	Drive to center/lunch.	9:00AM - 9:30 AM	Drive to center/breakfast on the way.	8:00AM - 2:30 PM	Work at center daily. Has a consitent time to meet with special education teacher to work on IEP goals and coursework questions. Meets with content teachers to ask questions as needed. Takes frequent breaks to recharge and refuel.
11:30 - 12:00	Drive to center/eat lunch on the way.	11:00 AM - 2:00 PM	Time at center working directly with teacher on coursework and interventions.	9:30 AM - 3:00 PM	Work at center in quiet location asking questions of teachers when necessary. Meets with relationship manager to access progress towards graduation plan/IDP. Eats lunch	2:30 - 3:00 PM	Drive home, snack, and get ready for karate class.
12:00-3:00 PM	Time at the center with highly qualified caring teachers. Meets with RM to discuss emotional stress of being a teen	2:00 PM - 5:00 PM	Family specific tasks	3:00 PM - 8:00 PM	Gymnastic's Practice/dinner at practice.	3:00 PM - 4:30 PM	Karate class
3:00-7:30 PM	Family time	5:00 PM- 6:00 PM	Dinner	8:00 PM - 11:00 PM	Continue to work on coursework and email teachers questions as needed.	4:30 PM - 5:30 PM	Dinner
8:00 - 10:00 PM	Work on classess as defined in individual plan. Email teacher with questions as needed.	6:00 PM- 9:00 PM	Work on classess as defined in individual plan. Email teacher with questions as			5:30 PM - 6:30 PM	Work on classess as defined in individual plan. Email teacher with questions as needed.
		9:00 PM - 11:00 PM	Sleep time				
		11:00 PM - 1:00 AM	Can't sleep, knows tomorrow might be a busy day, works on coursework and emails teacher questions to be discussed at center time the next day.			6:30 PM	Family time

Attachment 5 - Admission Policy

ADMISSION POLICY

The Academy shall comply with the application and enrollment requirements identified in this policy.

Enrollment Limits:

The Academy will offer the grade configuration set forth in the charter. The maximum enrollment shall be the number of students as adopted by the Academy Board and reported to the University. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements:

- Enrollment shall be open to all pupils who reside in the State of Indiana who meet the admission policy.
- The Academy shall allow any pupil who was enrolled in the Academy in the immediately preceding school year to enroll in the Academy unless the appropriate grades are not offered.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing (lottery), as described below.
- A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Indiana public school.

  However, a public school academy may give enrollment priority to one (1) or more of the following:
- A sibling of a pupil enrolled in the Academy.
- A child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. As used in this schedule, “child” includes
- An adopted child or a legal ward.

Application Process

- The Academy shall make reasonable effort to advertise its enrollment openings.

- The Academy shall make the following additional efforts to recruit pupils who are eligible for special education programs and services or English as a second language services to apply for admission. This includes:
    - Reasonable efforts to advertise all enrollment openings to organizations and media that regularly serve and advocate for individuals with disabilities or children with limited English-speaking ability within the boundaries of the intermediate school district in which centers will be located. The main mode of communication will be social media avenues.
- Inclusion in all pupil recruitment materials, a statement that appropriate special educational services and English as a second language services will be made available to pupils attending the school as required by law. All material will be available in Spanish or other language as deemed necessary by the demographics of the area.
- The Academy's open enrollment period shall be a minimum of two weeks (14 calendar days) in duration and shall include evening and weekend times, and will comply with Indiana education law.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the Academy's next open enrollment period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing.
- If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy must document its full compliance with the enrollment and random selection processes and regain such documentation as part of its official records.

Legal Notice or Advertisement:

- The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation
- A copy of the legal notice or advertisement and accompanying affidavit of publication shall be maintained in the Academy's official records.

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At a minimum, the legal notice or advertisement must include:

1. The process and/or location(s) for requesting and submitting applications.
2. The beginning date and the ending date of the application period.
3. The date, time, and place the random selection drawing(s)/lottery will be held, if needed.

- The legal notice or advertisement of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- · The Academy shall be committed to good-faith efforts to seek out, create and serve a diverse student body.

Re-enrolling Students:

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:

1. The number of students who have re-enrolled per grade or grouping level.
2. The number of siblings seeking admission for the upcoming academic year per grade.
3. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
4. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing:

- A random selection drawing is required if the number of applications exceeds the number of available spaces.
- Prior to the application period, the Academy shall:
    - Establish written procedures for conducting a random selection drawing.
    - Establish the maximum number of spaces available per grade or age grouping level.
    - Establish the date, time, place and person to conduct the random selection drawing.
    - Shall use a credible, impartial individual who is not employed by, under contract with,
    - A member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, the Academy shall:
        - Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.
    - Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.
    - The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year.
    - Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

Attachment 6 - Student/Parent Handbook w Discipline Guidelines/Policy

SUCCESS BLC

2019-2020 Student/Parent Handbook

TABLE OF CONTENTS

Getting To Know Success BLC
Vision Statement..... pg. 3
Mission Statement.....pg. 3
What Makes Us Different.....pg. 3
Center Contact Information.....pg. 3
Master List of Teachers..... pg. 3

Academic Information
Calendar..... pg. 3
Curriculum..... pg. 3-5
Full Time Student..... pg. 5
Work Credit..... pg. 5
Work Permits..... pg. 5
Dual Enrollment..... pg. 5
NWEA Testing..... pg. 5
State Testing..... pg. 6
Graduation Requirements..... pg. 7-10
Course Offerings..... pg. 10
Testing-Out of a Course..... pg. 11-12

Attendance and Instructional Policies
Attendance Policies (Including Missing Child)..... pg. 12
Instructional Time Requirements..... pg. 12-13
Validating Student Attendance and Instructional Hours..... pg. 13-14
Truancy..... pg. 14

Special Programs and Student Services
Educational Development Plans.....pg. 14-15
Personal Curriculum..... pg. 15-18
Special Education Services..... pg. 18

Policies and Procedures
Parent/Student Contract..... pg. 19
Intervention Strategies..... pg. 20
Internet/Network Acceptable Use Policy.....pg. 21-22
Anti-Harassment..... pg. 23-26
Bullying..... pg.23-26
Center Behavior Expectations..... pg. 27

Vision Statement

We Inspire Hope! By reigniting our students' hope for a brighter future and by providing a positive learning environment with professionals who support each student's educational goals, we meet each student's individual learning styles and maximize opportunities for success.

Mission Statement

Success Blended Learning Centers (BLC) of South Bend provides a safe and positive learning environment which offers an individualized learning platform for each student while providing work and study opportunities relevant to each student's future success.

What Makes Us Different

Success Blended Learning Centers (BLC) of South Bend is a non-traditional program that focuses on students who have dropped out or are at risk for not completing high school. Success BLC is more than just an online/virtual school. With first-class facilities that students can visit as often as needed, one-on-one teaching assistance, and their own computers and internet access, students are able to learn at their own pace, while receiving all of the tools and support in a welcoming, unassuming, and inclusive learning environment.

Success BLC combines virtual, online courses with the support of physical brick and mortar learning centers. This unique educational approach is targeted at high school students that may not have found success with traditional schools. In addition to our regular curriculum, Success BLC offers internships and mentoring opportunities with local businesses, as well as field trips, clubs , and other extracurricular activities, setting Success BLC apart from other alternative education programs or virtual schools, all at no cost to the student.

Contact Information

Final contact information to be inserted upon acceptance of charter school application.

Success BLC Teachers

A full list of teachers will be provided once charter is approved and hiring begins.

Calendar

Calendar is developed and will be inserted on charter is approved.

Curriculum

Success BLC will use Edgenuity as the curriculum resource. While the curriculum is important, the success of the Success BLC partnerships model over the last four years has been due to selecting outstanding staff that develop an Educational Development Plan (EDP) for students to help them achieve success. It will be this same dedication to staff - and the building of relationships with individual students - that determines the success of the Success BLC, an Indiana statewide cyber charter school.

Edgenuity allows for Success BLC to meet students at their learning level and give them exactly what they need to catch up, keep up, or get ahead. Through assessments and detailed reports from our Success System (Pulse) and Edgenuity, we provide students with skill-appropriate online lessons and give our educators the ability to monitor academic progress easily.

The Edgenuity curriculum resource offers the following:

- An instructional model grounded in research;
- Rigorous standards-based content with direct-instruction videos from expert, on-screen teachers, multimedia, and interactive learning tools and resources to engage and motivate students;
- Supports and scaffolds into every lesson to ensure that all students can be successful.

Because most students are dropouts or at-risk students, they will come to Success BLC as credit deficient based on their cohort. Based on this credit deficiency and Success BLC's insistence on an EDP for every student, it is difficult to articulate what courses a given student at a given grade level will take. Also, students may earn as many credits as they are able in a given year, which also makes it difficult to articulate what courses a given student at a given grade level will take. Success BLC students will absolutely adhere to a course schedule that ends with them meeting the Indiana requirements for Core 40 or General Diploma AND pass the Graduation Qualifying Exam (GQE), receive waiver or participate in the Graduation Pathways. NOTE: The graduating class of 2023 will be required to participate in the Graduation Pathways .
(Source:https://www.doe.in.gov/student-services/student-assistance/indiana-graduation-requirements)

Success BLC would like to note two items. First, in addition to Success BLC's senior English requirement, students have a capstone project in their Senior English course where they develop a resume, a cover letter, learn interview skills, and complete an online profile (e.g. LinkedIn). Second, regarding Health and Physical Education requirements, many students will have earned a PE credit before enrolling at Success BLC. If a student needs PE it is taken "online" with the student being required to complete certain PE

activities and record/log them online. If needed, Health is taken online much like the other courses.

Edgenuity provides comprehensive lessons that follow a scope and sequence which have been reviewed for alignment with the state curriculum standards. Between the number of lessons and the depth of activities within the lessons, Edgenuity has developed instructional activities that far exceed the minimum number of instructional days/hours required by the State of Indiana.

The Edgenuity lesson planning and scheduling tools enable grade 9-12 teachers, students, and parents to establish a schedule for completing lessons. These tools permit the teacher to create and schedule lessons based on the student's Educational Development Plan. Teachers can adjust class plans at any time throughout the school year, and these are available to the student pending parent approval. Organization and time management tools are available to help the student to stay on pace

and on track with course progress. These tools are designed to provide students and parents visibility into upcoming assignments and course programs.

The following criteria are counted toward instructional time:

- Pupil attended a live lesson from the teacher
- Pupil logged into a lesson or lesson activity and the login can be documented
- Pupil and teacher engaged in a subject-oriented telephone conversation
- There is documentation of an email dialogue between the pupil and teacher
- There is documentation of activity/work between the learning coach and pupil
- An alternate form of attendance as determined and agreed upon by the cyber school and pupil membership auditor was met.

Full Time Student

A full time student is a student who is scheduled for 12 classes during the school year.

Work Credit

Elective credit will be considered for a student who submits 67.5 hours of verified work through pay stubs while enrolled at Success BLC. A provided work verification form must be signed by the supervising employee.

Work Permit

Minors under the age of 18 (if referring, officiating, or umpiring sports and are 12 year or older, a work

permit is not needed) must obtain a work permit before starting employment. A work permit may be revoked due to poor academic progress. For more information on work permits, please visit: https://www.in.gov/dol/2398.htm

Dual Enrollment

The table below illustrates the number of courses allowed per year as determined by the first year of enrollment in postsecondary courses and the pupil's grade at the time of that enrollment. If a pupil does not receive tuition and fee support under the dual enrollment acts for a course, the course does not count toward the overall course limit. The limitation on the total number of eligible courses may be waived through a written agreement between the eligible pupil's school district and the eligible postsecondary institution.

Total number of eligible courses allowed per year by grade at the time of the first dual Enrollment. (IC 21-43-1-2.7)

Year at postsecondary	Begins taking courses in grade 9.	Begins taking courses in grade 10.	Begins taking courses in grade 11.	Begins taking courses in grade 12.
1st Year	2	2	4*	6
2nd Year	2	4	6*	-
3rd Year	2	4	-	-
4th Year	4	-	-	-
Total Courses	10	10	10	6

NWEA Testing

All students are required to take NWEA tests in Math and Reading at the time of their orientation and again at the end of the school year. The NWEA is the assessment of choice for Success BLC, and is a premier assessment platform that helps monitor student academic growth, and identifies areas of improvement that center staff can utilize to better serve the student. Completing NWEA testing is a condition of continued enrollment.

State Testing

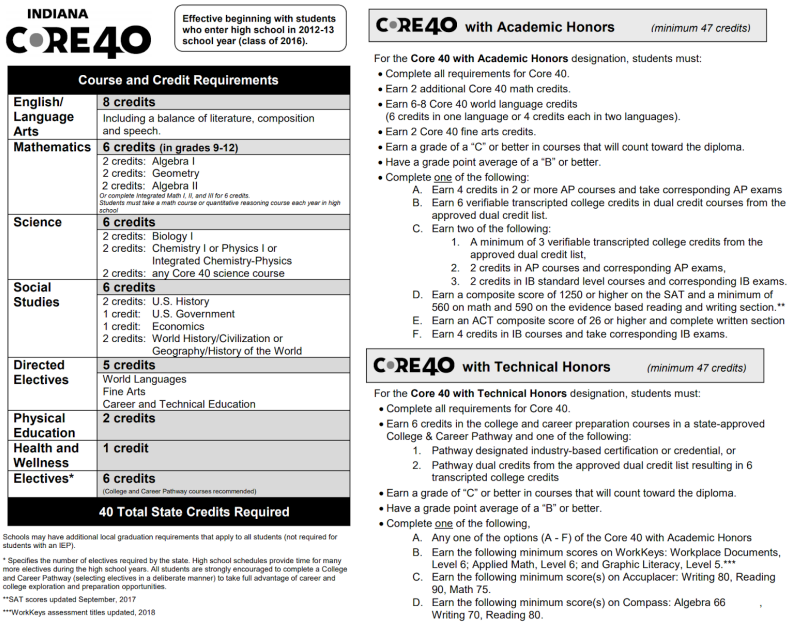
It is mandatory for Success BLC students to complete state tests given below. For more information on Indiana State testing and resources to help your student, please visit https://www.doe.in.gov/assessment/istep

	2017-18	2018-19	2019-20	2020-21	2021-22
8TH GRADE	ISTEP+ 8	ILEARN 8	ILEARN 8	ILEARN 8	ILEARN 8
9TH GRADE	Not Assessed	Not Assessed	Not Assessed	Not Assessed	Not Assessed
10TH GRADE	ISTEP+ 10	ISTEP+ 10	ISTEP+ 10	Not Assessed	Not Assessed
11TH GRADE	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)	College Entrance Exam
12TH GRADE	ECA (retest)	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)	ISTEP+ 10 (retest)

- *(Source:https://www.doe.in.gov/assessment/high-school-assessment*

Graduation Requirements

In order for a student to qualify for a high school diploma at Success BLC, s/he must have satisfactorily completed the following courses as determined by their graduation track.



INDIANA CORE 40

Effective beginning with students who enter high school in 2012-13 school year (class of 2016).

Course and Credit Requirements	
English/ Language Arts	8 credits Including a balance of literature, composition and speech.
Mathematics	6 credits (in grades 9-12) 2 credits: Algebra I 2 credits: Geometry 2 credits: Algebra II *Or complete Integrated Math I, II, and III for 6 credits. Students must take a math course or quantitative reasoning course each year in high school.*
Science	6 credits 2 credits: Biology I 2 credits: Chemistry I or Physics I or Integrated Chemistry-Physics 2 credits: any Core 40 science course
Social Studies	6 credits 2 credits: U.S. History 1 credit: U.S. Government 1 credit: Economics 2 credits: World History/Civilization or Geography/History of the World
Directed Electives	5 credits World Languages Fine Arts Career and Technical Education
Physical Education	2 credits
Health and Wellness	1 credit
Electives*	6 credits (College and Career Pathway courses recommended)
40 Total State Credits Required	

Schools may have additional local graduation requirements that apply to all students (not required for students with an IEP).

* Specifies the number of electives required by the state. High school schedules provide time for many more electives during the high school years. All students are strongly encouraged to complete a College and Career Pathway (selecting electives in a deliberate manner) to take full advantage of career and college exploration and preparation opportunities.

**SAT scores updated September, 2017

***WorkKeys assessment titles updated, 2018

CORE 40 with Academic Honors (minimum 47 credits)

For the **Core 40 with Academic Honors** designation, students must:

- Complete all requirements for Core 40.
- Earn 2 additional Core 40 math credits.
- Earn 6-8 Core 40 world language credits (6 credits in one language or 4 credits each in two languages).
- Earn 2 Core 40 fine arts credits.
- Earn a grade of a "C" or better in courses that will count toward the diploma.
- Have a grade point average of a "B" or better.
- Complete one of the following:
  - A. Earn 4 credits in 2 or more AP courses and take corresponding AP exams
  - B. Earn 6 verifiable transcripted college credits in dual credit courses from the approved dual credit list.
  - C. Earn two of the following:
    1. A minimum of 3 verifiable transcripted college credits from the approved dual credit list,
    2. 2 credits in AP courses and corresponding AP exams,
    3. 2 credits in IB standard level courses and corresponding IB exams.
  - D. Earn a composite score of 1250 or higher on the SAT and a minimum of 560 on math and 590 on the evidence based reading and writing section.**
  - E. Earn an ACT composite score of 26 or higher and complete written section
  - F. Earn 4 credits in IB courses and take corresponding IB exams.

CORE 40 with Technical Honors (minimum 47 credits)

For the **Core 40 with Technical Honors** designation, students must:

- Complete all requirements for Core 40.
- Earn 6 credits in the college and career preparation courses in a state-approved College & Career Pathway and one of the following:
  1. Pathway designated industry-based certification or credential, or
  2. Pathway dual credits from the approved dual credit list resulting in 6 transcripted college credits
- Earn a grade of "C" or better in courses that will count toward the diploma.
- Have a grade point average of a "B" or better.
- Complete one of the following,
  - A. Any one of the options (A - F) of the Core 40 with Academic Honors
  - B. Earn the following minimum scores on WorkKeys: Workplace Documents, Level 6; Applied Math, Level 6; and Graphic Literacy, Level 5.***
  - C. Earn the following minimum score(s) on Accuplacer: Writing 80, Reading 90, Math 75.
  - D. Earn the following minimum score(s) on Compass: Algebra 66 , Writing 70, Reading 80.

(Source: https://www.doe.in.gov/sites/default/files/student-assistance/core-40-and-honors-diploma-summary-class-2016-updated-june-2018.pdf)

Indiana General High School Diploma

The completion of Core 40 is an Indiana graduation requirement. Indiana's Core 40 curriculum provides the academic foundation all students need to succeed in college and the workforce.

To graduate with less than Core 40, the following formal opt-out process must be completed:

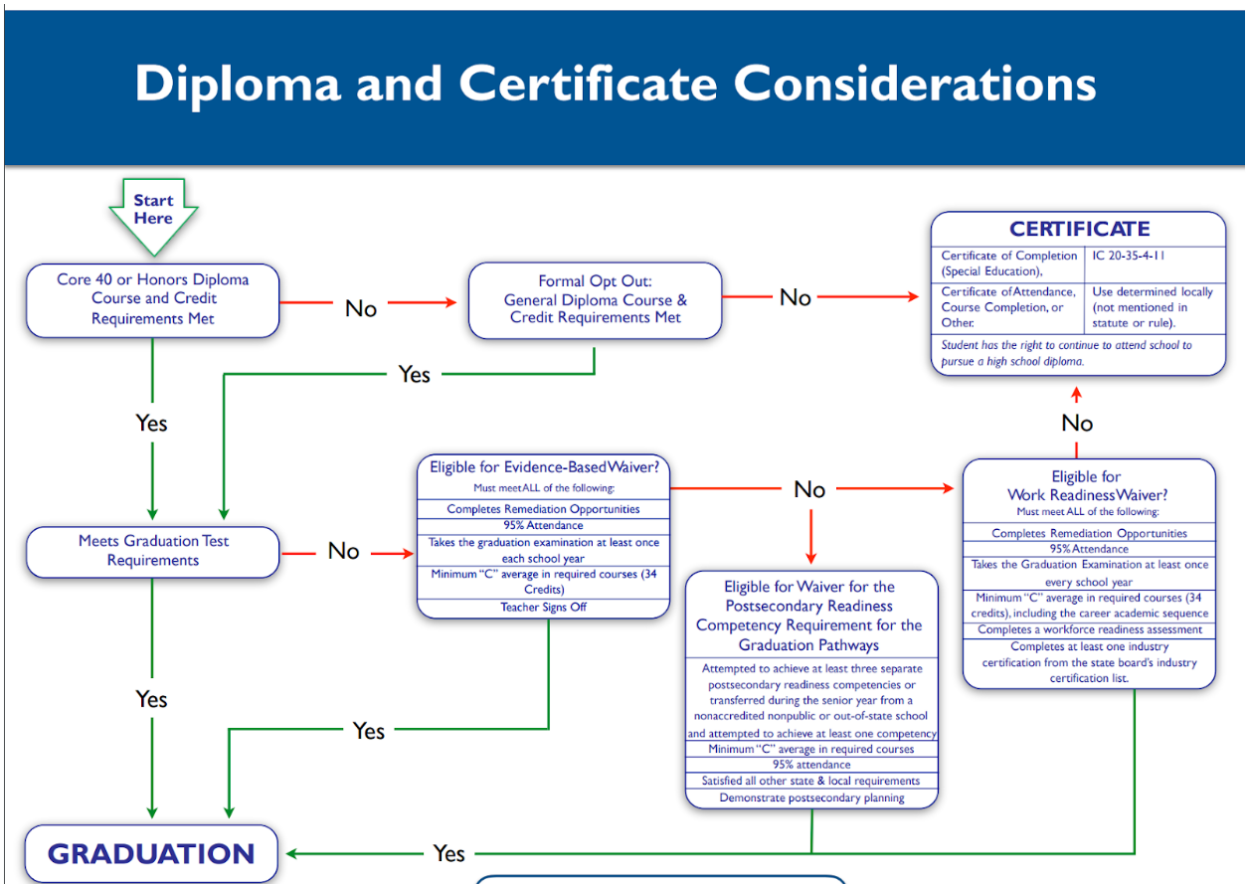
- The student, the student's parent/guardian, and the student's counselor (or another staff member who assists students in course selection) must meet to discuss the student's progress.
- The student's Graduation Plan (including four year course plan) is reviewed.
- The student's parent/guardian determines whether the student will achieve greater educational benefits by completing the general curriculum or the Core 40 curriculum.
- If the decision is made to opt-out of Core 40, the student is required to complete the course and credit requirements for a general diploma and the career/academic sequence the student will pursue is determined.

Course and Credit Requirements (Class of 2016 & Beyond)	
English/Language Arts	**8 credits** Credits must include literature, composition and speech
Mathematics	**4 credits (in grades 9-12)** 2 credits: Algebra I or Integrated Mathematics I 2 credits: Any math course ***General diploma students are required to earn 2 credits in a Math course or a Quantitative Reasoning (QR) course during their junior or senior year. QR courses do not count as math credits.***
Science	**4 credits** 2 credits: Biology I 2 credits: Any science course ***At least one credit must be from a Physical Science or Earth and Space Science course***
Social Studies	**4 credits** 2 credits: U.S. History 1 credit: U.S. Government 1 credit: Any social studies course
Physical Education	**2 credits**
Health and Wellness	**1 credit**
College and Career Pathway Courses Selecting electives in a deliberate manner to take full advantage of college and career exploration and preparation opportunities	**6 credits**
Flex Credit	**5 credits** Flex Credits must come from one of the following: • Additional elective courses in a College and Career Pathway • Courses involving workplace learning such as Cooperative Education or Internship courses • High school/college dual credit courses • Additional courses in Language Arts, Social Studies, Mathematics, Science, World Languages or Fine Arts
Electives	**6 credits** Specifies the minimum number of electives required by the state. High school schedules provide time for many more elective credits during the high school years.
40 Total Credits Required **Schools may have additional local graduation requirements that apply to all students**	

(Updated Dec., 2011)

(Source: https://www.doe.in.gov/sites/default/files/student-assistance/general-diploma-requirements-class-2016-final.pdf)

Above are the requirements for Core 40 or General Diploma AND pass the Graduation Qualifying Exam (GQE), receive waiver or participate in the Graduation Pathways. NOTE: The graduating class of 2023 will be required to participate in the Graduation Pathways . Below is a chart to help provide guidance/options for your student. Our highly trained staff and counselors will help navigate this process.



(Sources: https://www.doe.in.gov/sites/default/files/student-assistance/diploma-and-certificate-considerationskey.pdf)

In addition to the credits outlined above, 6 credit hours in electives which includes a senior project, or career and technology education programs must be completed and awarded. Students shall successfully complete an online course or learning experience or shall have the online learning experience incorporated into each of the Indiana state required credits.

High School Graduation must be earned by passing all mandated subjects, and earning the total credits required for a diploma.

A high school student who wishes to test-out of a course in which s/he is not enrolled may do so by taking the final examination for the course and receiving a grade of at least C+ or by demonstrating mastery of the subject matter as determined by Success BLC assessment used in lieu of a final examination. Credit for a course earned by a student through this process may be used to fulfill a course or course-sequence requirement. Such a credit will be counted toward the required number of credits needed for graduation but will not be used to determine the student's GPA.

A high school student shall be granted credit in any foreign language not offered by Success BLC, provided s/he meets the competency criteria established by the School Leader.

Course Offerings

Course Name	Course Name	Course Name
*VLC 3D Art I - Modeling	*VLC Foundations of Personal Wellness 2	*VLC Physics B
*VLC Algebra 1A	*VLC Game Design	*VLC Pre-Algebra A
*VLC Algebra 1B	*VLC Geometry A	*VLC Pre-Algebra B
*VLC Algebra 2A	*VLC Geometry B	*VLC Pre-Calculus A
*VLC Algebra 2B	*VLC Government/Civics	*VLC Pre-Calculus B
*VLC Art History	*VLC Health	*VLC Psychology A
*VLC Audio Engineering	*VLC Health Science Concepts A	*VLC Psychology B
*VLC Biology A	*VLC Health Science Concepts B	*VLC Sociology A
*VLC Biology B	*VLC Human Geography A	*VLC Sociology B
*VLC Career Explorations	*VLC Human Geography B	*VLC Spanish 1A
*VLC Career Planning and Development	*VLC IDEA Writing-Instruction to Develop Expository and Applied Writing-ELA3004	*VLC Spanish 1B
*VLC Chemistry A	*VLC Intro to Art	*VLC Spanish 2A
*VLC Chemistry B	*VLC Intro to Entrepreneurship 2	*VLC Spanish 2B
*VLC Computer Applications-Office 2010 A	*VLC Intro to Entrepreneurship I	*VLC Speech
*VLC Computer Applications-Office 2010 B	*VLC Introduction to Business A	*VLC Statistics and Probability A
*VLC Computer Science 1	*VLC Introduction to Business B	*VLC Statistics and Probability B
*VLC Computer Science 2	*VLC Introduction to Health Science A	*VLC Strategies for Academic Success
*VLC Digital Arts 1	*VLC Introduction to Health Science B	*VLC US History A
*VLC Digital Arts 2	*VLC Introduction to Information Technology A	*VLC US History B
*VLC Earth Science A	*VLC Introduction to Information Technology B	*VLC World History A
*VLC Earth Science B	*VLC Lifetime Fitness	*VLC World History B
*VLC Economics	*VLC Literacy and Comprehension I	Senior Project
*VLC Engineering Design A	*VLC Literacy and Comprehension II	Work Experience
*VLC Engineering Design B	*VLC Mathematical Models w/Applications A	Success Profiler, Personal Responsibility & Job Readiness (Conover class)
*VLC English 10A	*VLC Mathematical Models w/Applications B	SAT 2016 Math
*VLC English 10B	*VLC Medical Terminology	SAT 2016 Reading
*VLC English 11A	*VLC Microsoft Office Specialist A	SAT 2016 Writing & Reading
*VLC English 11B	*VLC Microsoft Office Specialist B	PSAT Math
*VLC English 12A	*VLC Nursing Assistant A	PSAT Reading
*VLC English 12B	*VLC Nursing Assistant B	PSAT Writing & Reading
*VLC English 9A	*VLC Online Learning and Digital Citizenship	VLC Spanish 3A
*VLC English 9B	*VLC Personal Finance	VLC Spanish 3B
*VLC Environmental Science 1	*VLC Pharmacy Technician A	
*VLC Environmental Science 2	*VLC Pharmacy Technician B	
*VLC Financial Math A	*VLC Physical Science A	
*VLC Financial Math B	*VLC Physical Science B	
*VLC Foundations of Personal Wellness 1	*VLC Physics A	

Testing-Out of a Course

There may be occasions when a student requests the opportunity to demonstrate reasonable mastery in a semester or year-long course, as authorized by the School Code.

A. The School Leader has the responsibility to do the following:

a. Ensure that all departments prepare and submit an assessment process for all courses, other than those excluded by State mandate or Board policy, that complies with the intent of the law;

b. Ensure equal access to this process for all students;

c. Maintain accurate and complete records of all such student requests, the assessments used, the results obtained, and the decision regarding the issuance of credit

d. Make available, each semester, a report that lists all the students who participated, the courses involved, and a summary of the assessment results;

e. Provide assessment schedules, an appropriate setting, and supervision for examinations and other forms of assessment required by the teacher;

Missing Child Act:

(Pursuit to IC 20-33-2-10 Enrollment documentation;notice to clearinghouse for information on missing children Sec. 10).
(a) Each public school shall and each private school may require a student who initially enrolls in the school to provide:
(1) the name and address of the school the student last attended; and
(2) a certified copy of the student's birth certificate or other reliable proof of the student's date of birth.

(b) Not more than fourteen (14) days after initial enrollment in a school, the school shall request the student's records from the school the student last attended.

(c) If the document described in subsection (a)(2):
(1) is not provided to the school not more than thirty (30) days after the student's enrollment; or
(2) appears to be inaccurate or fraudulent; the school shall notify the Indiana clearinghouse for information on missing children and missing endangered adults established under IC 10-13-5-5 and determine if the student has been reported missing.

(d) A school in Indiana receiving a request for records shall send the records promptly to the requesting school.

However, if a request is received for records to which a notice has been attached under IC 31-36-1-5 (or IC

31-6-13-6 before its repeal), the school:
(1) shall immediately notify the Indiana clearinghouse for information on missing children and missing endangered adults;
(2) may not send the school records without the authorization of the clearinghouse; and
(3) may not inform the requesting school that a notice under IC 31-36-1-5 (or IC 31-6-13-6 before its repeal) has been attached to the records.
(e) Notwithstanding subsection (d), if a parent of a child who has enrolled in an accredited nonpublic school is in breach of a contract that conditions release of student records on the payment of outstanding tuition and other fees, the accredited nonpublic school shall provide a requesting school sufficient verbal information to permit the requesting school to make an appropriate placement decision regarding the child.

As added by P.L.1-2005, SEC.17. Amended by P.L.43-2009, SEC.18; P.L.144-2012, SEC.1.
(Sources: http://iga.in.gov/static-documents/0/6/5/3/06534921/TITLE20_AR33_ch2.pdf)

Attendance

The law in Indiana governing compulsory attendance requires a parent, legal guardian, or other person having control or charge of a child age six to sixteen to send the child to school during the entire school year, except under the limited circumstances as specified by Indiana State Law. (IC 20-33-2 Chapter 2. Compulsory School Attendance)

The state of Indiana sets guidelines for the maximum age of a student while enrolled in public education (high school).

Attendance Responsibilities

- Daily attendance is logged in to the student management system
- Schedules are sequential and attendance in the course is required
- All students must attend an orientation upon enrollment and complete an EDP
- The family must maintain regular communication with Success BLC teachers.
- Students and/or parents must check the established method of school communication daily. Return responses should be within 24 hours or on the next business day.

Types of Absences Success BLC recognize the following types of absences:

- Non Login Time/Communication A student log-in and participation in working on-line in his/her courses is considered attendance. If a student has not logged in and worked on his/her courses, worked with their teacher, mentor, or learning coach, attended dual enrollment / CTE classes, or worked in internship/job opportunities, they are considered to be not in attendance for that day. Students who do not complete the required amount of active login time on their classes will be placed on a learning contract that will spell out

goals for their grade and pace improvement. Students must communicate with their mentor/teacher each week.

● Excused Absences All prearranged and authorized, and illness-related absences (not treated by a doctor) will be excused absences. Excused absences must be verified by a phone call, email notification, or note from a parent or legal guardian to the Director's office by 9:00 a.m. the day following an absence. If the absence is likely to be an extended one, the parent is requested to notify the Director's office.

● Unexcused Absences Anything not classified as an excused absence above is considered an unexcused absence.

Instructional Time

The following requirements must be met to count pupils enrolled in a cyber school program for membership purposes:

1) The pupil meets the membership eligibility requirements pursuant to Section IC 20-43-4-6 & I.C. 20-43-4-2 and any other applicable statute.

2.) One or more of the following must be met on count day to satisfy the attendance requirement:

- Pupil attended a live lesson from the teacher.
- Pupil logged into a lesson or lesson activity and the login can be documented.
- The pupil and teacher engaged in a subject-oriented telephone conversation.
- There is documentation of an e-mail dialogue between the pupil and teacher.
- There is documentation of activity or work between the learning coach and pupil.
- An alternate form of attendance as determined and agreed upon by thecyber school and pupil membership auditor was met.

-Or-

For a pupil using sequential learning, the participation requirement may be satisfied as follows:

● The pupil and the teacher of record or mentor must complete a two-way interaction for one course per week for each week of the four (4) week count period. Two-way interactions must be relevant to the course progress or course content of one of the courses on the pupil's schedule.

3) If absent on count day, the pupil must attend and participate in class during the next 10 school days if the absence was unexcused, or during the next 30 calendar days if the absence was excused.

4) The cyber school provided full-time instruction and each pupil had a schedule based upon the school's criteria for a full-time pupil.

Validating Student Attendance and Instructional Hours

Success Management Systems, LLC can provide reports on student attendance and instructional hours in a format that meets expectations and the requirements for the State of Indiana. Following is an overview of how the process works. Edgenuity provides comprehensive lessons that follow a scope and sequence which have been reviewed for alignment with the state curriculum standards. Between the number of lessons and the depth of the activities within the lessons, Edgenuity has developed instructional activities that far exceed the minimum number of instructional hours required by the State of Indiana.

Success BLC will establish a school calendar that meets or exceeds the Indiana requirement for at least 180 student days. The calendar will establish student - teacher interaction days. Student instructional activity can be measured through a combination of methods including student login to the system, progress within the courses, reported daily attendance, participation in required conferences, and more.

High school courses are mastery-based. Each student must achieve a score of 70% or redo the lesson. Courses have percentage and letter grades assigned for each lesson assignment. Success BLC's certified, highly qualified teachers will document lesson completion, assessment performance, reported attendance, and student progress within each course.

The Edgenuity lesson planning and scheduling tools enable grade 9-12 teachers, students, and parents to establish a schedule for completing lessons. These tools permit the teacher to create and schedule lessons based on the student's Educational Development Plan. Teachers can adjust class plans at any time throughout the school year, and these are immediately available to the student. Organization and time management tools are available to help the student to stay on pace and on track with course progress. These tools are designed to provide student and parent visibility into upcoming assignments and course programs.

The following criteria are counted toward instructional time:

- Pupil attended a live lesson from the teacher
- Pupil logged into a lesson or lesson activity and the login can be documented
- Pupil and teacher engaged in a subject-oriented telephone conversation
- There is documentation of an email dialogue between the pupil and teacher
- There is documentation of activity/work between the learning coach and pupil
- An alternate form of attendance as determined and agreed upon by the cyber school and pupil membership auditor was met.

Process for Attendance Monitoring Students are required to follow the school calendar. Instructional time can be entered on any day (e.g., weekends, holidays, etc.).

Truancy (Student Engagement)

Pursuit to IC 20-24-7-13(g)

> (g) A virtual charter school shall adopt a student engagement policy. A student who regularly fails to participate in courses may be withdrawn from enrollment under policies adopted by the virtual charter school.
>
> The policies adopted by the virtual charter school must ensure that: (1) adequate notice of the withdrawal is provided to the parent and the student; and (2) an opportunity is provided, before the withdrawal of the student by the virtual charter school, for the student or the parent to demonstrate that failure to participate in the course is due to an event that would be considered an excused absence under IC 20-33-2. Failure of the parent/guardian to notify the school within seven days of withdrawal notice may result in final withdrawal from the school. (h) An authorizer shall review and monitor whether a virtual charter school that is authorized by the authorizer complies with the requirements described in subsection (g).

A student will be considered truant after 10 days of unexcused absences or lack of engagement.

The school employs several steps in dealing with non-attending/disengaged students, including:

- Calling the family and sending an email to families within 1-3 days of no attendance
- Following up with emails and phone calls, and other electronic methods to families between 3-4 days
- Referring a child to the Student Service Team and other resources at 4-5 days of no attendance
- Mailing and/or emailing warning letters to families at 5 days of no attendance
- Following up with phone calls and another warning letter to families at 7-8 days of no attendance

- Request school attendance meeting or conference call with parents and signing of Action Plan/Attendance Agreement
- Conducting home visits to families at 10+ days of no attendance
- Informing the truancy officer .

Educational Development Plan

Each student will have an Educational Development Plan (EDP) during the enrollment process. Any educational development plan shall be developed, reviewed, and revised by the student under the supervision of the student's school counselor or another designee qualified to act in this role. The plan shall be based on college readiness scores and the career exploration tool pathfinder.mitalent.org. An educational development plan shall be designed to assist students to identify career development goals as they relate to academic requirements. During the process of developing and reviewing a student's educational development plan, the student shall be advised that many of the curricular requirements may be fulfilled through career and technical education.

Personal Curriculum

A parent or legal guardian of a student who has completed grade 9 may request a personal curriculum for the student that modifies certain Indiana Standard requirements. If all of the requirements for a personal curriculum are met, then the Board may award a high school diploma to a student who successfully completes his/her personal curriculum. If the request for a personal curriculum is made by the student's parent or legal guardian or, if the students is at least age eighteen (18) or is an emancipated minor, by the student, Success BLC shall develop a personal curriculum for the student.

Success BLC shall not limit or discourage the number of students with a personal curriculum on any basis other than the best interests of each individual student.

All of the following apply to a personal curriculum:

A. The personal curriculum shall be developed by a group that includes the student, at least one (1) of the student's parents or the student's legal guardian, and a teacher who is currently teaching a student or the student's high school counselor or another designee (selected by Success BLC) qualified to act in a counseling role. An in-person meeting of the group is not required.

B. The personal curriculum shall incorporate as much of the subject area content expectations of Indiana Standards as is practicable for the students; shall establish measurable goals that the student must achieve while enrolled in high school; shall provide a method to evaluate whether the student has

achieved these goals; and shall be aligned with the student's educational development plan.

C. Before it takes effect, the personal curriculum must be agreed to by the student's parent or legal guardian and by the School Leader (employed by the Board) or his/her designee

D. The student's parent or legal guardian shall be in communication with each of the student's teachers to monitor the student's progress toward the goals contained in the student's personal curriculum.

E. Revisions may be made in the personal curriculum if the revisions are developed and agreed to in the same manner as the original personal curriculum.

F. The English language arts credit requirements and the science credit requirements are not subject to modification as part of a personal curriculum

G. Except as otherwise provided, the mathematics credit requirements may be modified as part of a personal curriculum only after the student successfully completes at least credits required, included algebra I and geometry. The requirement that a student must successfully complete at least one (1) mathematics credit during his/her final two (2) years of high school enrollment is not subject to modification as part of a personal curriculum. The algebra II credit may be modified as part of a personal curriculum only if the student meets on (1) or more of the following criteria:

a. The student successfully completes the same content as one

(1) semester of algebra II, as determined by the department; or

b. The student elects to complete the same content as algebra II over two (2) years, with a credit awarded for each of those two (2) years, and successfully completes that content; or

c. The student enrolls in a formal career and technical education program or curriculum and in that program or curriculum successfully completes the same content as the algebra II benchmarks assessed on Indiana Department of Education prescribed high school assessments determined by the department; or

d. The student successfully completes one (1) semester of statistics, functions and data analysis, or technical mathematics.

The above items establish conditions that must be in place to bring about modification of the mathematics credit requirements for a personal curriculum. They do not reduce the requirement that a student must successfully complete four (4) credits of math including a full year of math during the senior year of high school. Additional math or math-related courses should address high school content as defined by Success BLC and may include trigonometry, statistics, pre-calculus, financial literacy, pre-algebra, applied mathematics, accounting, business mathematics and others.

H. The social science credit requirements may be modified as part of a personal curriculum only if all of the following requirements are met:

1. The student has successfully completed two (2) credits of the social science credits required including the civics course; and 2. The modification requires the student to complete

one (1) additional credit in English language arts, mathematics, or science or one (1) additional credit in a language other than English, or requires the student to complete a formal career and technical education program. This credit must be in addition to the number of those credits otherwise required.

I. The health and physical education credit requirement may be modified as part of the personal curriculum only if the modification requires the student to complete one (1) additional credit in English language arts, mathematics or science or one (1) additional credit in a language other than English, or requires the student to complete a formal career and technical education program. This credit must be in addition to the number of those credits otherwise required.

J. The visual arts, performing arts, or applied arts credit requirement may be modified as part of the personal curriculum only if the modification requires the student to complete one (1) additional credit in English language arts, mathematics, or science or one (1) additional credit in a language other than English, or requires the student to complete a formal career and technical education program. This credit must be in addition to the number of those credits otherwise required.

Students with a Disability - Personal Curriculums Modifying High School Graduation Requirements

If the parent or legal guardian of a student requests, as part of the student's personal curriculum, a modification of the Indiana requirements that would not otherwise be allowed and demonstrates that the modification is necessary because the student is a child with a disability, Success BLC may allow that additional modification ot the extent necessary because of the student's disability if the group determines that the modification is consistent with both the student's educational development plan and the student's individualized education program.

A student receiving special education services shall have an Individual Education Plan (IEP) that identifies the supports, accommodations, and modifications necessary to allow the student to progress in Indiana State Standards or a personal curriculum and meet the requirements for a highschool diploma.

Transfer Students - Personal Curriculums Modifying High School Graduation Requirements

If a student transfers to Success BLC from out-of-state or from a nonpublic school, the student's parent or legal guardian may request, as part of the student's personal curriculum, a modification of the Indiana Standards requirements that would not otherwise be allowed under this section. Success BLC may allow this additional modification for a transfer student if all of the following requirements are met:

A. The transfer student has successfully completed at least the equivalent of two (2) years of high school credit out-of-state or at a nonpublic school.

B. Success BLC may use appropriate assessment examinations to determine what credits, if any, the student has earned out-of-state or at a nonpublic school that may be used to satisfy the curriculum requirements of the Indiana State Standards, Success BLC policy and the State Board of Education.

C. The transfer student's personal curriculum incorporates as much of the subject area content of Indiana State Standards as practicable.

D. The transfer of a student's personal curriculum requires the student to successfully complete at least one (1) mathematics course during his/her final year of high school enrollment. In addition, if the transfer student is enrolled in Success BLC for at least one (1) full school year, both of the following:

a. The transfer student's personal curriculum shall require that this mathematics course is at least algebra I

b. If the transfer student demonstrates that s/he has mastered the content of algebra I, the transfer student's personal curriculum shall require that this mathematics course is a course normally taken after completing algebra I.

E. The transfer student's personal curriculum must include the state required civics

Course.

Success BLC shall administer the Indiana State Examinations to all students as described in the **State Testing** section of this document.

A number of new and revised guidance documents and tools are available at the Indiana Department of Education website. https://www.doe.in.gov/

Special Education Services

Success BLC's Special Education Program meets the individual needs of students by embedding accommodations directly into the delivery of the standard based curriculum in the virtual environment. Progress monitoring is conducted by certified special education teachers with the assistance of certified teaching staff. Special Education Programming and Related Services are provided to Success BLC students at no cost to the parent or guardian. Student with disabilities needing special education are entitled to a free and appropriate public education (FAPE), with services conforming to the student's Individualized Education Program (IEP).

Parent/Student Contract

I, _____, do hereby agree to accept the terms and consequences set forth in this contract. The terms are as follows:

I, _____, parent or guardian of above mentioned minor, do hereby agree to accept the terms and consequences set forth in this contract. The terms are as follows:

• I agree to participate in program activities in a positive manner and follow rules as set forth by program staff.

• I agree to participate in the Edgenuity and PowerSpeak curricula, and other activities as required.

• I agree to be actively learning in my online classes for a minimum of 20 hours per week.

• I agree to communicate each week with my teacher or mentor at least two times. I understand that this is a requirement for attending BLC along with in-person attendance for all State testing and NWEA testing two times a year.

• I understand attending all state testing is a requirement of continued enrollment. The dates will be announced as soon as they are published.

• I acknowledge that I have been offered a computer and Internet access and/or already have ready access to a computer and Internet access or I will attend one of our drop in centers.

• I understand that if my contact information changes that it is my responsibility to contact the center to update any changes. If I do not contact the center to update my information, my classes will be disabled until contact is made.

• I agree to abide by the dress code as laid out in this enrollment packet. If I choose to not abide by the dress code I will be asked to leave for the day.

• I understand that this is a drop in center, which is different than a school and that if my child, (who may be under 18) chooses to leave during their time at the tutoring center, the center will no longer retain responsibility for your child. Students choose to attend on-site at the times of their choosing.

• If I was not to enroll in Success BLC, I would be at-risk of NOT earning my high school diploma.

Intervention Strategies

Students who are not achieving the weekly 30% progress goal will be subject to the following interventions:

A. Student agrees to come into the center between 1 and 5 times a week.

B. Student agrees to log-in and do work between 1 and 7 times a week.

C. Student agrees to contact relationship manager between 1 and 5 times a week.

D. Student agrees to average 3 to 5% progress daily.

LEVELS OF INTERVENTION

Level 1
Students who do not achieve the weekly 15% progress goal the first time will be placed on Level 1 and encouraged to create and follow a plan to increase their weekly progress. This plan will focus on four key areas:

1. Login Rate
2. Time on Task
3. Center Attendance
4. Teacher/Relationship Manager Contact

Level 1 Intervention is voluntary on the student's part. A student may continue to stay on Level 1 Intervention at the discretion of the RD, CD, RM.

Level 2
Students who are chronically (2 or more weeks*) achieving less than 15% weekly progress will be placed on Level 2 and **required** to follow a plan to increase their weekly progress. This plan will focus on four key areas:

1. Login Rate
2. Time on Task
3. Center Attendance
4. Teacher/Relationship Manager Contact

Level 3
Students who do not achieve 15% progress while on Level 2 (*The number of weeks on level 2 is determined by RD, CD, RM) will be placed on Level 3 and **required** to sign a contract stating that 30% progress must be achieved within the seven day week in which the contract was issued.

If the student does not meet the 30% minimum progress requirement, he/she has chosen to opt himself/herself out and must be removed from the program. It is also understood that if a student cannot be contacted during this seven day period he/she has earned level 3 status, it is to be interpreted that he/she has chosen to opt himself/herself out and must be removed from the program.

Discipline and Acceptable Use Policy

Internet/Network – Terms and Conditions

Acceptable Use – The use of the Internet and school network must be in support or education and research and consistent with the educational objectives of the Success BLC. The use of Success BLC technology is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The following prohibitions apply to all users:

MAJOR OFFENSES

No user shall:

1. Access, transmit, or retransmit material which promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacture of destructive devices such as explosives, fireworks, smoke bombs, incendiary devices or the like;
2. Commit or attempt to commit any willful act involving the use of the network which disrupts the operation of the network within the school district or any network connected to the Internet including the use or attempted use or possession of computer viruses;
3. Access, transmit or retransmit any information containing pornographic or other sexually explicit material (pornographic means pictures or writings that are intended to stimulate exotic feelings by the description or portrayal of sexual activity or the nude human form);
4. Access, transmit or retransmit material which advocates or promotes violence or hatred against particular individuals or groups of individuals or advocates or promotes the superiority of one racial, ethnic or religious group over another;
5. Harass, intimidate, threaten, or abuse any person or entity, by any means, including the use of vulgar, hateful, racially or ethnically offensive, sexually harassing, or otherwise objectionable content;
6. Access, transmit or retransmit material which violates state or federal law;
7. Use or possess “bootleg software” (“bootleg software” means any software which has been downloaded or is otherwise in the user’s possession without the appropriate and lawful registration of the software including the payment of any fees owing to the owner and software);
8. Attempt to log on to the Internet as a system administrator, or any access level other than granted;
9. Vandalize networks, hardware or software through alterations, damage, denial of service, port scanning, etc.

Consequences:
First Occurrence: Three (3) days suspension/restitution/parent notification/loss of computer privileges for 90 school days
Second Occurrence: Five (5) days suspension/restitution/parent notification/loss of computer privileges for 180 school days
Third Occurrence: Ten (10) days suspension/restitution/parent notification/loss of computer privileges for remainder of time at Success BLC
Fourth Occurrence: Recommendation for expulsion to the Board of Education/restitution

MINOR OFFENSES
No user shall:

1. Use encryption software from any access point from within the school district;
2. Transmit credit card information or other personal information from an access point from within the school district;
3. Transmit e-mail through an anonymous retailer;
4. Download and/or install any programs including, but not limited to, games or instant messaging programs except for specific files essential to educational instruction;
5. Download copyrighted files including, but not limited to, audio (such as MP3) or video (such as AVI or MPG) except for specific files essential to educational instruction;
6. Post personal or private student information on the Network or Internet without consent;
7. Pretend to be other users on the network;
8. Use vulgarities or other inappropriate language;
9. Attempt to vandalize networks, hardware or software through alterations, damage, denial of service, port scanning, etc.
10. Attempt to hide the origin of network communications through software or hardware anonymous or pseudonymous connections;
11. Attempt to subvert content filters designed to prevent access to undesirable content (i.e. online proxies)

Consequences:
First Occurrence: Two (2) days detention/parent notification
Second Occurrence: Two (2) days suspension/parent notification
Third Occurrence: Five (5) days suspension/parent notification

Success BLC makes no warranties of any kind, whether expressed or implied, for the service it is providing. Success BLC will not be responsible for any damages you suffer. This includes loss of data resulting from delays, no deliveries, mis-deliveries, service interruptions, or hardware/software failures. All communications and information accessible via the network should be assumed to be property of Success BLC of South Bend.

Use of any information obtained via the Internet is at your own risk. Success BLC specifically denies any responsibility for the accuracy or quality of information obtained through its services. Initial _____ , signature below.

ALTERNATIVE EDUCATION/VIRTUAL SOLUTIONS PROGRAM

I do acknowledge that I have been informed that my home school district may have an Alternative Education Program in place. I have decided not to explore that option and will be completing my education, virtually, through Success BLC.

Signature of Student

: _____

Date: _____

Signature of Parent/Guardian: _____

Date: _____

Anti-Harassment

It is the policy of the Board of Directors to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all Success BLC operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age (except as authorized by law), religion, height, weight, marital or family status, military status ancestry, or genetic information (collectively, “Protected Classes”) that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment), and encourages those within Success BLC community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

For purposes of this policy, “SuccessBLC community” means students, administrators, and professional and support staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, “third parties” include, but are not limited to, guests and/or visitors on Success BLC property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board and other individuals who come in contact with members of Success BLC community at school-related events/activities (whether on or off Success BLC of South Bend property).

BULLYING

The Board believes that a safe and nurturing educational environment in school is necessary for students to learn and achieve high academic standards. Therefore, it is the policy of Success BLC to provide a safe and nurturing environment for all of its students. Appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of students, as well as

administrators, faculty, staff, visitors, and volunteers.

BULLYING AND CYBERBULLYING ARE PROHIBITED

Bullying and cyberbullying of a student, whether by other students, staff, visitors, Board members, parents, guests, contractors, vendors and volunteers, is prohibited. All pupils are protected under this policy, and bullying and cyberbullying are prohibited without regard to its subject matter or motivating animus.

DEFINITION OF BULLYING

"Bullying" means any written, verbal, or physical act, or any electronic communication, including, but not limited to, cyberbullying, that is intended or that a reasonable person would know is likely to harm one (1) or more pupils either directly or indirectly by doing any of the following:

A. Substantially interfering with the educational opportunities, benefits, or programs of one (1) or more pupils.

B. Adversely affecting the ability of a pupil to participate in or benefit from the school district's or public school's educational programs or activities by placing the pupil in reasonable fear of physical harm or by causing substantial emotional distress.

C. Having an actual and substantial detrimental effect on a pupil's physical or mental health.

D. Causing substantial disruption in, or substantial interference with, the orderly operation of the school.

"Cyberbullying" means any electronic communication that is intended or that a reasonable person would know is likely to harm one (1) or more pupils either directly or indirectly by doing any of the following:

A. Substantially interfering with the educational opportunities, benefits, or programs of one (1) or more pupils.

B. Adversely affecting the ability of a pupil to participate in or benefit from the school district's or public school's educational programs or activities by placing the pupil in reasonable fear of physical harm or by causing substantial emotional distress.

C. Having an actual and substantial detrimental effect on a pupil's physical or mental health.

D. Causing substantial disruption in, or substantial interference with, the orderly operation of the school.

Since "bullying" also includes "cyberbullying," any reference in this policy to "bullying" shall also be deemed to refer to "cyberbullying."

Bullying and cyberbullying are prohibited at school. “At school” is defined as on school premises, at school- sponsored activities or events, in a school-related vehicle, or using telecommunications access device or a telecommunications service provider if the telecommunications access device or telecommunications service provider is owned by or under the control of the school district.

Bullying and cyberbullying that does not occur “at school,” as defined above, but that causes a substantial disruption to the educational environment may be subject to disciplinary action in accordance with this policy and applicable law.

REPORTING AND INVESTIGATING REPORTS OF BULLYING

Every student is encouraged to report any situation that he or she believes to be bullying behavior directed toward a student to a teacher, a counselor, administrator, or other staff member. Staff members shall report any reports made by students or situations they believe to be bullying behavior directed toward a student to the School Leader or Educational Service Provider. Complaints against the Educational Service Provider shall be reported to the Board.

Under state law, a school employee, school volunteer, student, or parent or guardian who promptly reports in good faith an act of bullying to the appropriate school official designated in this policy and who makes this report in compliance with the procedures set forth in this policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident. This immunity does not apply to a school official responsible for implementing this policy or for remedying the bullying, when acting in that capacity.

Retaliation or false accusation against a target of bullying, a witness, or another person with information about an act of bullying is prohibited. Suspected retaliation should be reported in the same manner as suspected bullying behavior. Making intentionally false accusations of bullying is likewise prohibited. Retaliation and making intentionally false accusations of bullying may result in disciplinary action up to and including expulsion.

All complaints about bullying that may violate this policy shall be promptly investigated and documented. The Educational Service Provider or designee is responsible for the investigation. If the investigation results in a finding that bullying has occurred, it shall result in prompt and appropriate disciplinary action, up to and including expulsion for students, up to and including discharge for employees, and up to and including exclusion from school property for parents, guests, volunteers, and contractors. Individuals may

also be referred to law enforcement officials.

The Board may utilize restorative practices that emphasize repairing the harm to the victim and school community in the correction of bullying behavior, which may include victim-offender conferences that:

A. Are initiated by the victim;

B. Are approved by the victim's parent or legal guardian or, if the victim is at least 15, by the victim;

C. Are attended voluntarily by the victim, a victim advocate, the offender, members of the school community, and supporters of the victim and the offender (the "restorative practices team"); and

D. Would provide an opportunity for the offender to accept responsibility for the harm caused to those affected, and to participate in setting consequences to repair the harm, such as requiring the student to apologize; participate in community service, restoration of emotional or material losses, or counseling; pay restitution; or any combination of these. The selected consequences and time limits for their completion will be incorporated into an agreement to be signed by all participants.

Where the investigation results in a finding that bullying has occurred, both the parent or legal guardian of a victim of bullying and the parent or legal guardian of a perpetrator of the bullying shall be notified promptly in writing. In addition, administrators investigating alleged bullying may notify parents of the victim or perpetrator of bullying sooner than the conclusion of the investigation if circumstances dictate such earlier notification.

Success BLC shall document any prohibited incident that is reported and shall document all verified incidents of bullying and the resulting consequences, including the required notification of parents or guardians and any discipline and referrals.

The Superintendent is the school official responsible for ensuring that this policy is implemented.

CONFIDENTIALITY

Success BLC will comply with all applicable laws regarding confidentiality of personally identifiable information within education records. In addition, the identity of an individual who reports an act of bullying or cyberbullying shall be and remain confidential. The School Leader, or the School Leader's designee, shall ensure that the name of an individual who reports an act of bullying or cyberbullying is withheld from the alleged perpetrator and the perpetrator's parent(s), legal guardian(s) and representative(s), and is redacted from any report of bullying or cyberbullying that is publicly disclosed.

NOTIFICATION
This policy will be annually circulated to parents and students, and shall be posted on Success BLC website.

REPORTING
Success BLC shall provide a report of all verified incidents of bullying and other required information to the Indiana Department of Education on an annual basis, according to the form and procedures established by the Department.

As required by state statute, Success BLC's procedures with respect to bullying are contained within this policy, and thus no administrative guidelines accompany this policy.

Center Behavior Expectations

- We keep a silent working environment (except for instructors helping students).
- We work effectively for the time we are here each day.
- We use our cellphones only in the hall or breakroom, and use is not excessive.
- We break only 3 students at a time in the breakroom, for a duration of no more than 15 minutes.
- We realize that our instructors are here to help guide us and keep our environment conducive for everyone's learning, and to keep us on track when we need help.
- We wait until our ride is here before leaving our work stations.
- We do not smoke anywhere near our school to keep our great community image.
- We stay inside the building once we are here until we choose to leave for the day.
- Achieving your progress goal allows for special privileges.
- Fair does not mean equal: Not all students have the same needs - this is true in life also.

*Violation of center policies will result in a warning or dismissal for the day, at a minimum

*State of Indiana policy states: "A district, or a district's designee, is required to permanently expel a pupil from the district for weapons, arson, criminal sexual conduct or physical assault to an employee, volunteer, or a person contracted by the school."

MEDIA RELEASE FORM

Name: _____

Grade: _____

I hereby give Success BLC of South Bend permission to use, and/or copyright, personally identifiable information about the above-named individual including photographs, video, name, school of attendance, athletic achievements, academic achievements and/or art works for publication, advertising or other lawful purposes including but not limited to publication on any Success BLC's Web page(s). I understand that this information might be published on the Internet and therefore published worldwide.

Parent Name:_____

Parent Signature:_____

Date: _____

If the above-named individual is 18 years of age or older: Signature:

_____

Date: _____

Attachment 7 - Promotional Material and Community Support Letters:

BETHEL COLLEGE INDIANA
1001 BETHEL CIRCLE
MISHAWAKA, IN 46545-5591
574.807.7000
www.BethelCollege.edu

Charter Review Board Ball State University 28 January 2019
Ball State University
Attention: Ms. Georgette Davis
Teachers College, Room 1005
Muncie, IN 47306

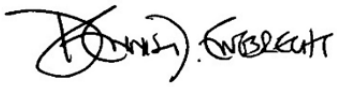
Dear members of the Charter Review Board

It is my understanding that Success Learning is desiring to establish charter school for at-risk youth in South Bend, IN. From what I understand, this will be their first venture into our state following numerous successes in providing a high school diploma for young people and adults in Michigan.

There is probably no city in our state that can benefit more from an educational endeavor than that of South Bend. Over the past three decades I have worked with numerous agencies including several of the South Bend public schools, the St. Joseph County Human Rights Commission, Mamas Against Violence, CURE (an organization to combat racial violence), Transformations Ministries, and the South Bend mayor's office, to name but a few. In all of these organizations it is obvious that the low graduation rate in the South Bend Public Schools has had a negative and widespread impact on our community.

Travis Gostinger is an alumnus of Bethel College and an individual I have known for two decades. He is a person of unquestionable integrity and impeccable character. As Travis shared with me the mission of Success Learning, his passion to impact the lives of at-risk youth was clearly apparent. I have seen the effect of similar programs in other communities. I would applaud its involvement in South Bend. It is without reservation that I commend to you Travis

Gostinger and Success Learning.



Dennis D. Engbrecht, Ph.D.
Professor of History
Bethel College | 1001 Bethel Circle | Mishawaka, IN 46545-5591
P. 574.807.7208 | F. 574.807.7617 | engbred@bethelcollege.edu

BOYS & GIRLS CLUBS
OF ST. JOSEPH COUNTY

Ball State University
Charter Review Board
Attn: Georgette Davis
Teachers College Room 1005
Muncie, IN 47306

January 20, 2019

Dear Ms. Davis,

I am honored to have the opportunity to write this letter in support of Success Virtual Learning Centers and their application to the Charter Review Board at Ball State University.

As the Executive Director of the Boys & Girls Clubs of St. Joseph County, I have the tremendous opportunity to see 1,100 youth come through our doors each year. Many of the youth we serve come from difficult home environments and are struggling academically. We offer a variety of support services to our Members and rely heavily on partnerships with schools in the community. We are looking forward to a strong partnership with the Success Learning Centers to make a positive impact on youth in St. Joseph County.

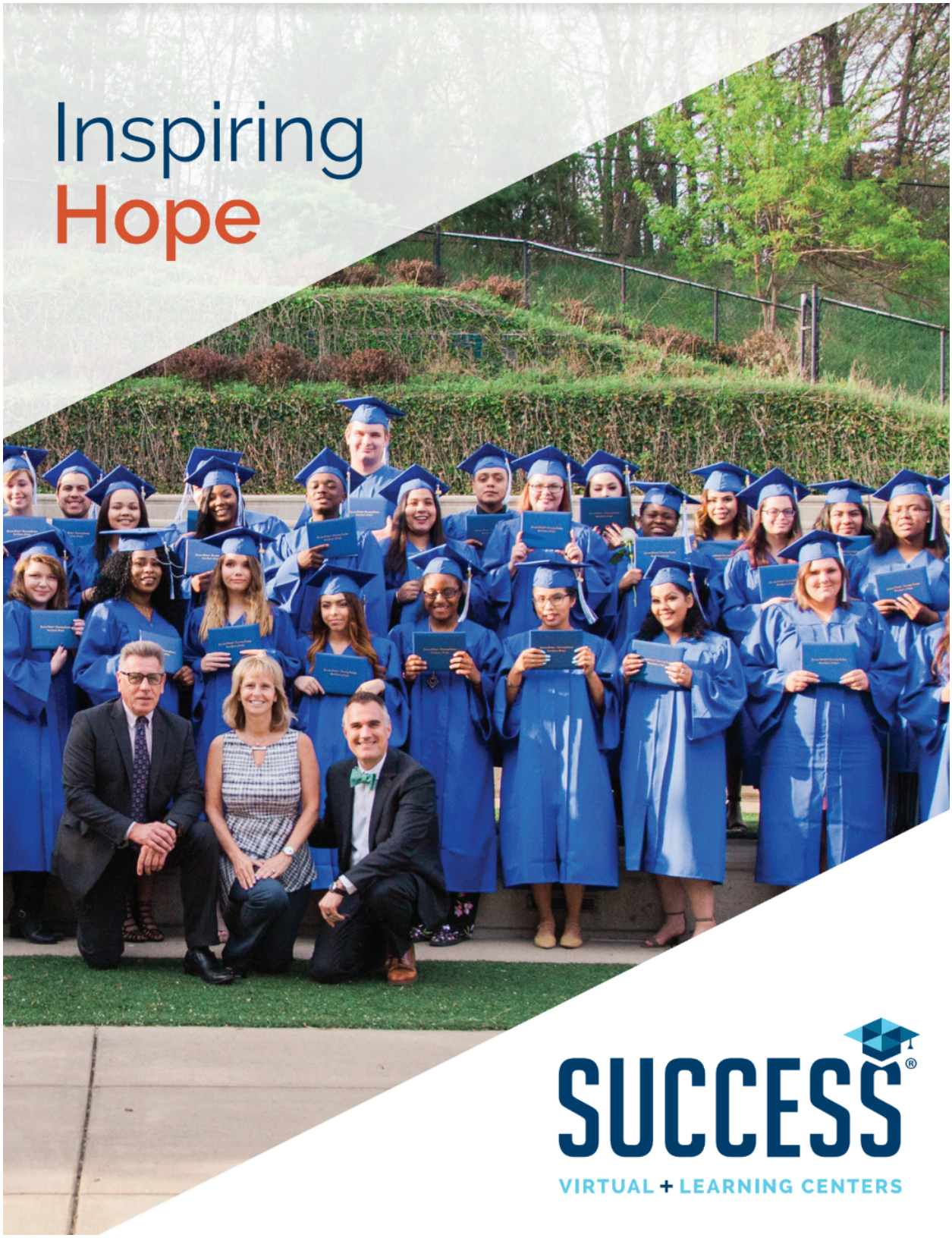
I started my career as a teacher at an inner-city high school. Through that work, I witnessed, first-hand, how the traditional academic environment is not the appropriate setting for many children. Often, youth from challenged backgrounds and those who have fallen behind their peers academically need an alternative to the traditional classroom setting. That is exactly what the Success Virtual Learning Center offers-virtual learning, working at an individualized pace and an independent environment. With a variety of options available for education in St. Joseph County, there is no program like the Success Virtual Learning Centers.

The data prove that the learning centers work, and I look forward to this program coming to our community. Not only will it be a benefit to the youth enrolled in the program, but there will be lasting impact on the greater community.

Sincerely,

Kristen A. Cassady

Kristen A. Cassady, M.Ed.
Executive Director


Inspiring
Hope
SUCCESS®
VIRTUAL + LEARNING CENTERS

At Success, we don't accept the status quo that at-risk youth can't succeed. The data has proven over and over, from Grand Rapids, Flint, Pontiac to the shores of Escanaba with a graduation rate of 65.7 for students who have already dropped out at least once.
The data for k-12 show that Michigan and many other states are lagging behind in many areas for our youth to be job and college ready. Many of life's soft skills such as showing up on time to work, building relationships, shaking hands and interviewing are not being taught. This is setting up our at-risk youth to fall even further behind and increasing the drop out rate.
The average student enrolling for the first time at Success has been out of school over a year, is 18 years old and has completed only 3 credits toward their 22 credit, state certified high school degree. We take no shortcuts at Success. We believe all our students deserve another chance at getting the education that is rightfully theirs.
The current education system does not encourage schools to continue working with disadvantaged youth as the poor data these students carry with them harm their school's metrics. Our average student at Success is 18 years old and is considered to be a senior in high school. Common sense tells anyone that it is impossible to graduate this student in the same year they join us. That would mean the student would have to complete three years of high school work in one year. This is not a realistic expectation, especially for our at-risk student population. Currently how all schools in Michigan are judged.
Educating all our youth, including at-risk students, needs to be shared by all. We can't continue to allow 20% of our communities kids to be left behind. This costs society more later when we should be solving the problem now. Success has a workable, scalable, affordable and proven solution available.
Success does a phenomenal job with helping our at-risk youth earn a high school diploma within 3 years of enrolling in our school. We pace our students. When they first enroll with us we have them work on one class at a time so they can concentrate on one subject area and can develop smart habits. This helps them fill in gaps in learning, builds confidence and sets them up for a lifetime of success!
At-risk students have many outside factors influencing their daily lives that traditional students do not have. By offering accommodations to level the playing field we can give every student the opportunity for success.
MICHIGAN RANKS
29th
IN CAREER AND COLLEGE READINESS
SUCCESS
3X
MORE TEACHERS
STUDENT/TEACHER RATIO
SUCCESS
17
YEARS OLD
3
CREDITS
1.5
CLASSES
AVERAGE STUDENT ENROLLING
SUCCESS
HIGHEST QUALITY EDUCATION
CULTURE OF SUCCESS

SUCCESS®
VIRTUAL + LEARNING CENTERS

THE DIFFERENCE SUCCESS CAN MAKE

Success is a non-traditional education program partnering with public school systems to better serve students. We focus on students who have dropped out or are at-risk for not completing high school. Success is more than just an online/virtual school. With first-class tutoring facilities that students can visit as often as needed, one-on-one teaching assistance, and their own computers and internet access, students are able to learn at their own pace while receiving tools and support in a welcoming, unassuming, and inclusive learning environment.

Success combines virtual, online courses with the optional support of physical brick and mortar tutoring centers. This unique education approach is targeted at high school students who may not have found success with traditional schools. In addition to our regular curriculum, Success offers internships and mentoring opportunities with local businesses as well as field trips, clubs, and other extracurricular activities at no cost to the student. This sets Success apart from other opportunity education programs or virtual schools.

Our best-in-class facilities and technology equip students with all of the tools they need to succeed. Each student is given their own laptop and a mobile hotspot to do their coursework anywhere, at any time. This makes the program flexible, working around a student's busy schedule and home life. Students can learn at their own pace as they balance school with employment if necessary. Performance is metric-based and measurable results are monitored. Each student who attends Success is held accountable for his or her educational progress, but more importantly, we ensure they have the right support system in place for their growth.

The staff members at Success are carefully selected. We ensure all Relationship Managers/Teachers have the mindset of a counselor and a heart for helping our youth. We provide two-way communication including home visits, if necessary, to ensure students are motivated to succeed. With an average of just 10 students in a center at any given time, students can spend as much time as needed with a teacher. When students visit a learning center, they walk into an environment where building relationships and providing support is just as important as learning.

UNITED & SUSTAINED COMMITMENT

Our goal is to remove barriers to academic achievement and see each student graduate from high school. We work to help students realize a brighter future through initiatives such as after school support, summer school, dual-enrollment, non-traditional education, and real world experience.

SUCCESSVLC.COM/PRAISEVIDEO

SUCCESSVLC.COM/NATIONWIDEVIDEO

High expectations: We have high hopes for every student and provide the infrastructure to support them in becoming contributors to their community.

We serve at-risk students: Many of our students have only earned about 8 credits at their previous school by age 18, putting them at-risk of never graduating. They view themselves as a Senior, but in reality are only at a Freshman level.

Center based highly qualified, certified, full-time, teaching staff: We establish tutoring centers in communities where our students live. Caring and professional educators are at each center and ready to help students when they need it. We have 3 times the staff of traditional schools to ensure personalized support.

Special Education is a priority: Success has a Special Education Director, and a Special Education Supervisor tasked specifically to oversee our students and our special education teachers. Every student, including general education students, receives an individualized plan (IP) to ensure his or her success. Full time social workers support all kids in our centers and in students' homes.

Planned graduation program: Each student chooses a class schedule that meets his or her education and personal needs. Every student works on one class at a time, completes it, builds success, and then moves forward to their other planned program classes. A large number of our students have demands on their time outside of school such as jobs and children, so this method often fits into their lives better. It is the same amount of classes a year as other schedules- just divided up differently.

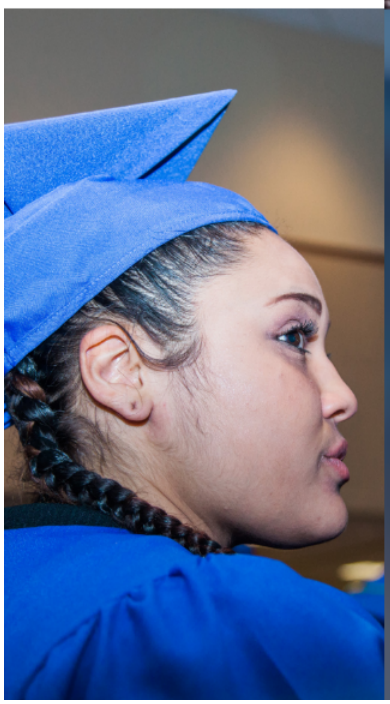
The tools they deserve: We offer every student quality laptops and wireless internet devices because our kids need to know we value them and are willing to invest their education, life, and ultimate future.

Internship opportunities: We collaborate with local businesses to help students learn the world of work and the "soft skills" needed to succeed.

AN AVERAGE OF 10 STUDENTS IN A CENTER AT ANY GIVEN TIME MEANS **STUDENTS CAN SPEND AS MUCH TIME AS NEEDED WITH A TEACHER**

MORE THAN
— JUST AN —
ONLINE/VIRTUAL
SCHOOL

BEST-IN-CLASS FACILITIES
AND TECHNOLOGY EQUIPS STUDENTS WITH ALL OF THE TOOLS THEY **NEED TO SUCCEED**



WE OFFER A NON-TRADITIONAL
FREE PUBLIC EDUCATION PROGRAM
PARTNERING WITH OTHER PUBLIC SCHOOL SYSTEMS
TO BETTER SERVE STUDENTS

OUR HISTORY

More than a decade ago, Jim Bermingham became the superintendent of the Berrien Springs Public Schools. The district was in a dire financial situation. Costs were rising and the general fund balance was well below the recommended amount. Something had to change, so Jim looked for ways the district could have a competitive advantage. He created an alternative program that benefited the community and got kids back in school. That program increased funding and created even more opportunity.

Dallas Bell, President of Michigan High School Options developed Student Retention, a system for creating and growing blended learning centers. His goal was to reengage at-risk students who wanted to earn their diplomas, but needed a non-traditional option.

After meeting Jim, Dallas realized they had the same vision for reaching at-risk kids. Together, they developed a system to support local area schools in setting up their own virtual blended learning programs. They soon had a few programs up and running and were servicing a few hundred students.

In order to assist the at-risk youth in a way that would help them have a more secure future, different services needed to be provided. Economies of scale would be necessary to be able to serve our at-risk students in a way that ensured their greatest chance for success and that could provide for the extensive services needed.

Together, with Anita Bell they founded Success Virtual Learning Centers (Success) to better serve students who needed non-traditional education options. Anita brought to the organization her passion for helping students succeed and her proven abilities as a communicator and marketer. With her vision and communication systems, we have been able to grow exponentially in a very short time. They were able to reach those students who have lost hope in graduating from high school.

Success quickly grew from a few centers in Montcalm County, Michigan to over 23 centers throughout Michigan, serving thousands of students who needed a non-traditional educational setting. Since the partnership began, Success has changed the lives of many young adults by helping them learn the skills necessary to become productive contributors to society.

STUDENT ACHIEVEMENT FOR SUCCESS IN LIFE

We provide innovative educational opportunities that inspire hope and lifelong achievement. Many of our students have obligations that may otherwise inhibit their educational success. Our goal is to offer non-traditional programs to help support their dreams of a brighter future. We welcome:

- Students who are parents who need to care for their children
- Home school families in need of additional choices and college dual enrollment
- Students who experience or have a past history of anxiety, emotional trauma, and other medical conditions
- Students who need to work in order to provide for their families
- Students who need to watch siblings in order for their parents to work

Our Students are Engaged and Connected

- 50:1 student to teacher ratio (vs traditional public school where teachers serve; 30 students a class x 5 classes = 150 students a day)
- Success students average an SAT score of 836 (Many High Schools aspire to reach this score with their at-risk youth)
- 91% of enrolled students revealed they enjoyed the experience of learning at Success
- Average of 5 students per teacher during most hours of the day
- Quiet and comfortable working environment where students are treated as young adults
- Skilled, highly qualified educators at every center
- Advanced technology
- High expectations of all students
- True virtual blended learning program rather than a typical alternative education environment
- On average, Success students had only earned about 3 credits at their previous school by the age of 17, putting them at-risk of never graduating

AVERAGE OF 5
STUDENTS PER TEACHER
DURING MOST HOURS
OF THE DAY

SUCCESS
HAS CHANGED THE FUTURES OF MANY YOUNG ADULTS FOR **THE BETTER**

SURVEY SCALE SCORES

PRIOR SCHOOL 36% / WITH SUCCESS 94% — The teachers at this school care about how I am doing

PRIOR SCHOOL 46% / WITH SUCCESS 71% — I've had conversations with teachers at this school about my future

PRIOR SCHOOL 45% / WITH SUCCESS 90% — Teachers at this school believe in me

PRIOR SCHOOL 49% / WITH SUCCESS 83% — The teachers here set high expectations for me

PRIOR SCHOOL 44% / WITH SUCCESS 93% — The teachers here work hard to make sure that I stay in school

91% — Having teachers at the Success site who could help me when I was confused

STRENGTH IN NUMBERS

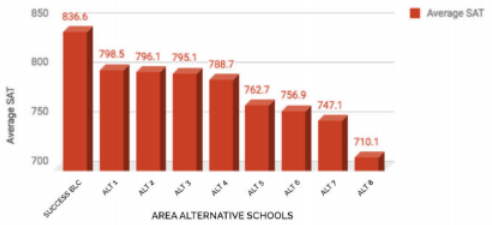
Does it work? Our 65.7% graduation rate serving at-risk dropouts says it does. This is **TWO** times better than most opportunity schools.

THE PROOF IS IN THE NUMBERS

Success has chosen to spend thousands more on each student to serve them virtually and with optional center support staffed with caring, highly qualified, certified full time Relationship Managers/Teachers. The payoff for the investment is clear.

In our continued effort to offer an innovative and alternative option for students to earn their high school diploma, Success has expanded in Flint, Grand Rapids, Hazel Park, Lansing, Monroe, Muskegon, Pontiac, and Port Huron. Our students achieve SAT Scores that are better than students at the other local opportunity schools. The graph below compares Success average SAT scores against a sampling of the area opportunity schools.

Student Options for alternative education programs in Areas SUCCESS Serves



In 6 years we went from 0 kids to over 3,000 in 23 centers all across Michigan.

What makes this amazing is that the students we enroll are high school students that had dropped out or were so credit deficient that their high schools gave the student and their attached corresponding funding to us. This means we helped students without harming funding from local school districts.

Are we effective? Our SAT scores that are higher than other opportunity schools, and even exceeding some traditional high schools... while primarily serving at-risk students.

Does it help or harm local schools? Districts partner with us year after year, they would not partner with us if we were not a great solution for their district.

Clearly our one class at a time sequential classes provide for deeper learning.

Success is ready to serve, wherever we are called. Our scalable, duplicatable model helps students be successful.

WHAT DO OUR STUDENTS THINK?

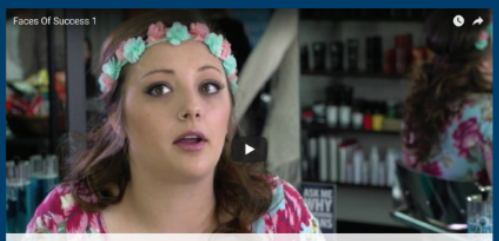
WE SERVE ALL OF OUR
STUDENTS NOT JUST
COLLEGE BOUND

PERSONALIZED LEARNING
PLAN FOR EVERY
STUDENT

WE ACCEPT ALL STUDENTS
ALL THE TIME!
WE ARE HERE WHEN YOU
NEED US MOST!

GRADUATED
OVER 900 STUDENTS
AND COUNTING

TEEN MOMS



SUCCESSVLC.COM/TEENMOMS

EXCELLING STUDENTS

SUCCESSVLC.COM/EXCEL

FINDING THE RIGHT FIT

SUCCESSVLC.COM/RIGHTFIT

REGAIN YOUR SELF WORTH

SUCCESSVLC.COM/SELF

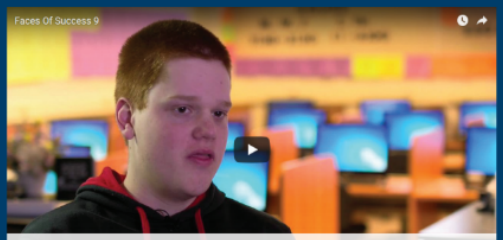
DISTRACTED STUDENTS

SUCCESSVLC.COM/DISTRACTED

HOMESCHOOLED STUDENTS

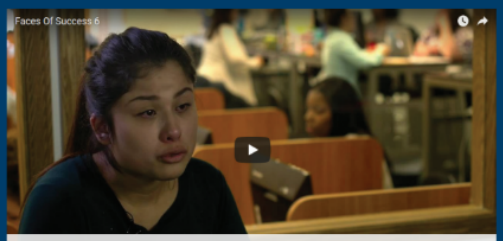
SUCCESSVLC.COM/HOMESCHOOLED

SOCIAL ANXIETY



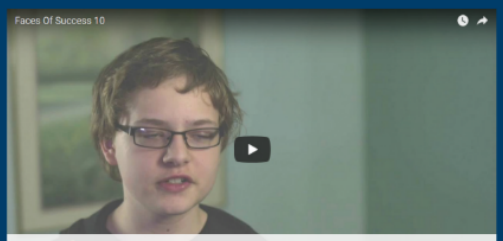
SUCCESSVLC.COM/ANXIETY

DON'T BE EMBARRASSED



SUCCESSVLC.COM/EMBARRASSED

LEARN AT YOUR OWN PACE



SUCCESSVLC.COM/PACE

TRAGIC LIFE EVENTS

SUCCESSVLC.COM/LIFE

FLEXIBLE SCHEDULING

SUCCESSVLC.COM/FLEXIBLE

WHAT DO OUR COMMUNITIES THINK?

"Success Virtual Learning Centers have been a lifesaver for some of our students and Dallas was the catalyst for this. The program will benefit your community and students."

Kristi Teall, Superintendent St. Louis Public School and former Superintendent Central Montcalm Public School (developed program in both districts)

"Comstock Park High School has experienced a very positive partnership with Success to meet the individual needs of select students in our district. The ability of Success to offer flexible non-traditional options to students who are credit deficient or facing other unique challenges in order to make continued educational progress towards a high school diploma has proven to be very valuable. In addition, the instruction and administration have both been of high quality for our students. Comstock Park looks forward to continuing our positive relationship with Success and the value they bring to our community."

Ethan Ebenstein, Superintendent
Comstock Park Public Schools

"Working collaboratively with Success, allowed us the necessary planning time to build our own virtual school. It has taken several years, but we owe much of our confidence in our virtual school to the quality we have directly observed in their work."

Pete Haines, Superintendent, Greenville Public Schools

THE BENEFITS OF SUCCESS

Goals of Partnering with Success

- Provide high quality, effective education for students who have dropped out and students who don't fit into traditional high school structure
- Educate students locally in their communities
- Build a first-class facility for your community
- Quality, trusting relationships between schools

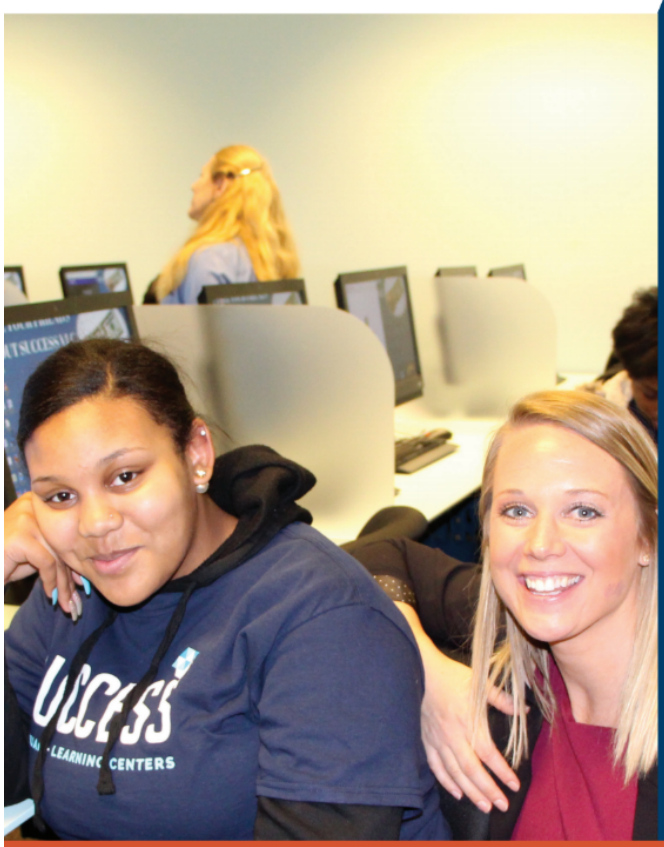
Benefits of our Partnership

- Decrease your dropout rate - Success is responsible for all data
- Free summer school and after school support, a significant cost savings, for ANY of your high school students
- No costs involved or time away for your IT department to service or maintain technology

"When I dropped out of high school 4 years ago, I never thought I'd graduate. I tried other online programs but they never worked for me like you guys have. Thank you."

- Cheyenne Preston, Graduate 2016

HELPING BUILD A BETTER COMMUNITY



Success emphasizes job skills through their internship and mentoring programs. By matching student interests with the needs of local businesses, business owners provide on-the-job training and students learn valuable skills. Success students graduate not only with the diploma they need, but also with a work history, references and often a job.

The Success system can be duplicated in any community. It is a scalable system that solves many of the issues that contribute to the high school dropout problem. In most cases, the kids who dropped out have lost hope. Success gives them hope and a vision for their future.

Success students graduate, not only with the diploma they need, but also with a work history, references and often a job!

WHAT DO OUR LOCAL BUSINESSES THINK?

"We are impressed by the findings of the research we have performed as we investigated this opportunity and encouraged by the testimonials we have received from other businesses and community organizations that have been positively impacted by the presence of a Success in their area."

Nicholas Bakker, President, Alger Heights Business Association

"As a professional with many years' experience working with youth from diverse backgrounds, I have found Success to be among the most effective in helping students complete their high school education and prepare for the future."

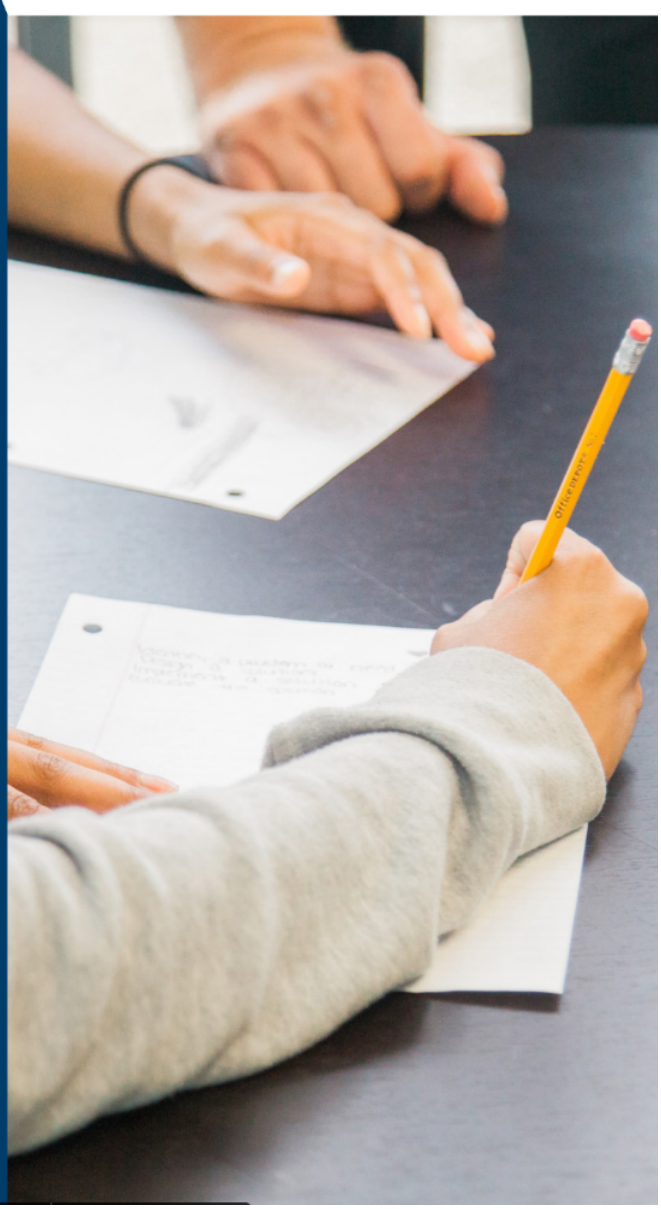
Gabrielle Likavec, Michigan Works Youth Program Coordinator

"Success's confidence in their students led me to hiring Ron Wilburn in 2013, after he graduated from Success in Greenville. Ron became a great asset to my business and traveled around the state installing and servicing alarm systems. I look forward to hiring another Success graduate in the future."

Tom Martin, Owner, Alarmtek

"I would recommend any community to consider a relationship with Success for the placement of a virtual school."

Tina Weller, Ionia Chamber of Commerce Executive Director



We Inspire Hope.
SuccessVLC.com
SUCCESS
VIRTUAL + LEARNING CENTERS
616.426.9290
We provide a safe and positive place for your success
We build a plan just for you
We listen- your story matters
We grow to serve our communities
- Success Mission Statement

Attachment 8 - Regional Director: (traditionally known as principal)

POSITION TITLE: Regional Director
REPORTS TO: Executive Director
LOCATION: TBD
EDUCATION: Bachelor's Degree with Teaching Certification or Education degree preferred. Other administrative experience.

PRIMARY FUNCTION:

Promote through leadership and daily practice the vision of Success BLC…

We inspire Hope

Regional directors supervise and facilitate multiple operations of Success BLC public learning centers. Regional Director may also attend community events, meet with parents and oversee disciplinary activities, which extend their workweek beyond 40 hours. The position will frequently require more than 40 hours per week.

Working at Success BLC is truly a mission of hope. There are incredible challenges, but the reward will be contributing to something that is larger than the self. Our values and our mission unify us. Together, we provide innovative educational opportunities that inspire hope and lifelong achievement and learning.

Essential Duties and Responsibilities:
Develop positive relationships with Center Directors

Meet with, mentor and support Center Directors on a regular basis to answer questions, assist with policies, implementation strategies and action plans to ensure high-quality communications. And understanding of all upper-level management decisions to achieve a coherent strategy and execution. Work with the Center Director and Marketing Team to offer assistance with strategic, time-sensitive campaigns, and training, to help succeed with student engagement, recruiting and retention.

Utilize Success Systems training methods to increase awareness of procedures and ensure Center staff knowledge and procedures are current and accurate.

Work with Center Directors to ensure the Center is maintained at a high-performance level at all times.

This includes things like cleanliness of center, computer screens showing the right screensavers, blinds being open at night and lights and TV on to attract attention. Maintaining a silent other than Relationship Managers assisting students with their education.

Work with Center Director to oversee forecasting activities and set performance goals and standards for individual staff.

Assist the Director in tracking and monitoring student performance and other metrics as deemed necessary. Work closely with the Director of Quality Assurance.

Attend, in person, all weekly center staff meetings to review in detail every student's progress and success and make recommendations for intervention steps as needed. Monitor every Relationship Manager and staff member's individual communication style checking for positive reinforcement, encouragement, and instruction, including two-way, by message and by monitoring phone calls by sitting next to each staff and understanding their style of communication with our student to ensure they are treating every student with respect. Review intervention progress and hold the Director's accountable that students are moving forward as fast as possible to ensure momentum and success is available to every student. To assist Directors in visiting and talking with students to support our success system of discipline in a timely basis. To make sure we are emphasizing the student journey and to verify we are treating students the way we wish we could be treated under similar circumstances.

Maintain a clear channel of communication with all staff. This includes communicating with the Director, daily communication, weekly department meetings, and internal written communication. He/she needs to be a team player.

Experience, education, and training which provide the following:

1. On-site weekly meeting in each center with all staff
2. Oversight leadership of overall operations, including, cleanliness of centers to ensure an excellent experience for students and staff

Train and implement strategic regional Success BLC plans to achieve team objectives.

Support and work with Center Directors to oversee local centers and staff.

Track and monitor Student relationships, student achievement and student growth as it pertains to our most important goals. Work with Center Director to evaluate center and adjust strategy to meet ever-changing market and competitive conditions.

Help establish and maintain relationships with influencers and key strategic partners.

Focus on relationships with students and staff.

Work with Marketing Team and center to take a proactive state on optimizing our brand, social media, digital, mobile, website, and marketing presence on a local level. Work with staff to ensure our brand is consistent, professional and compelling. Maintains our overall appearance to the community as it pertains to the look and feel of our centers. Optimize and train our frontline staff in excellent customer service, phone etiquette, and good business practices.

Direct/coach Management and leader Center Directors in your regional area.

Work closely with Center Directors to identify onboarding and training needs of new staff as well as current staff with areas that relate to student success and retention.

Assist in the enrollment of new students to ensure every student is offered quality, efficient and efficient service ensuring our brand quality and mission. Offer student surveys and communication to identify and resolve gaps in our service for new, existing and former students as identified through the Success System.

Perform other duties as required

QUALIFICATIONS:

Knowledge/skills with computer and computer software programs
Proven work experience as a Center Director, Superintendent, Principal or comparable experience
Excellent analytical and project management skills
Strong verbal and written communication skills
An ability to multitask and perform under tight deadlines

1. Ability to initiate and complete tasks with self-direction in a timely manner.
2. Excellent English and grammar skills.
3. Ability to effectively operate various systems and office equipment.

Ability to handle multiple projects in an efficient and effective manner.

Must exhibit a pleasant personality and positive attitude toward working with students, administration, staff and community members.

Signatures
By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Employee_____ Date_____

Equal Opportunity Employer

Attachment 9 - Other Leadership Positions

Position Title: Center Director
Reports to: Regional Director
Location:
Education: Bachelor's Degree with Teaching Certification or Education degree preferred. Other administrative experience considered in lieu.

Primary Function:

Center Directors supervise and facilitate the daily operations of Success BLC of South Bend (or other areas as centers open). Center Director may also attend outside-of-school events, meet with parents and oversee disciplinary activities, which can extend their workweek beyond 40 hours.

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Essential Duties and Responsibilities:

To help communicate and nurture relationships with students, parents, partner school, the board of education, administration, staff, etc.

To connect with Relationship Managers on a regular basis to answer questions, assist with social media for each center and ensure high-quality communication. It is important to have a gauge on why the center may be struggling and to work with Regional Director and Marketing Team to offer assistance with strategic, time-sensitive campaigns and training to help succeed with student engagement, recruiting and retention.

To assist with implementation of training methods to increase awareness of procedures and increase Relationship Manager knowledge and to have staff, the center and self-be available to assist with video

training production and content.

To work with Regional Director and vendors to ensure the center is maintained at a high-performance level at all times.

To works with Regional Director to oversee forecasting activities and set performance goals and standards for individual staff accordingly.

To Track and monitor student performance and other metrics as deemed necessary, and work with Regional Director and Director of Quality Assurance.

To maintain a clear channel of communication with all staff. This includes communicating with Regional Director, daily communication, weekly department meetings, and internal written communication. He/she needs to be a team player.

To develop and maintain professional relationships with community partners, local schools, press, and other organizations for purpose of identifying community needs and participating in relevant partnerships. It is important to update Regional Director of any local issues that may affect standing in the community, marketing efforts or student enrollment.

To help establish onboarding of new students to ensure every student is offered quality, fast and efficient service ensuring our brand quality and mission.

To works closely with Regional Director to identify onboarding and training needs of new staff as well as current staff.

To oversee a systematic greeting of students, family, and staff so all feel valued. I.e.: maintain communications between staff members including important dates for staff, the student is aware of important dates, contact information, answer questions.

To maintain our overall appearance of the center as it pertains to the look and feel of our centers. How we present ourselves to the community by optimizing and training our frontline staff in excellent customer service, phone etiquette, and good business practices.

To participate in professional development activities aimed at current trends and best practices.

Qualifications

1. Need to have a strong work ethic, professional attitude and a desire to excel within a start-up environment as we are growing quickly.
2. Proven successful experience as Supervisor/Manager or Administrator is preferred.
3. Excellent analytical and project management skills.

4. Strong verbal and written communication skills and ability to work as a team player.
5. Monitor expenditures and submit reports as required.
6. Experience and training which provide the following abilities, skills, and knowledge: Solid knowledge/skills with computer and computer software programs, such as Microsoft Suite, Word, Excel, Google applications (Google Docs and mail), etc.
7. Strong interpersonal and public relations skills including the ability to speak clearly and concisely both in oral and written communications.
8. Must exhibit a pleasant personality and positive attitude toward working with administration, staff and community members. Evidence of ability to establish working relationships that result in mutual respect.
9. An ability to multitask and perform under tight deadlines.
10. Ability to initiate and complete tasks with self-direction in a timely manner.
11. Excellent English and grammar skills, proofreading skills and oral and written communications skills.
12. Be able to speak before large and small groups with poise and enthusiasm.
13. Support and maintain integrity of the program that is implemented from the executive team using quality assurance metrics.
14. Must be able to perform each essential duty satisfactorily.
15. Must be able to work independently and provide direction for continuous improvement.
16. Ability to handle multiple projects in an efficient and effective manner.
17. Must exhibit critical thinking and using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
18. Service-oriented with proven methods to actively look for ways to help people.
19. Ability to make judgments and decisions quickly taking into consideration the relative costs and benefits of potential actions to choose the most appropriate and timely conclusion.

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Employee_____ Date_____

Equal Opportunity Employer

Position Title: Assistant Center Director
Reports to: **Regional Director**
Location:
Education: Bachelor's Degree with secondary certification preferred. Other administrative experience considered in lieu.

Primary Function:

Assistant Center Directors supervise and facilitate the daily operations of Success BLC. Assistant Center Director may also attend outside-of-school events, meet with parents and oversee disciplinary activities, which can extend their workweek beyond 40 hours.

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Essential Duties and Responsibilities:

To help communicate and nurture relationships with students, parents, partner school, board of education, administration, staff, etc.

To connect with Relationship Managers on a regular basis to answer questions, assist with social media for each center and ensure high quality communication. It is important to have a gauge on why the center may be struggling and to work with Regional Director and Marketing Team to offer assistance with strategic, time-sensitive campaigns and training to help succeed with student engagement, recruiting and retention.

To assist with implementation of training methods to increase awareness of procedures and increase Relationship Manager knowledge and to have staff, the center and self be available to assist with video training production and content.

To work with Regional Director and vendors to ensure the center is maintained at a high performance

level at all times.

To works with Regional Director to oversee forecasting activities and set performance goals and standards for individual staff accordingly.

To Track and monitor student performance and other metrics as deemed necessary, and work with Regional Director and Director of Quality Assurance.

To maintain a clear channel of communication with all staff. This includes communicating with Regional Director, daily communication, weekly department meetings and internal written communication. He/she needs to be a team player.

To develop and maintain professional relationships with community partners, local schools, press and other organizations for purpose of identifying community needs and participating in relevant partnerships. It is important to update Regional Director of any local issues that may affect standing in community, marketing efforts or student enrollment.

To help establish onboarding of new students to ensure every student is offered quality, fast and efficient service ensuring our brand quality and mission.

To works closely with Regional Director to identify onboarding and training needs of new staff as well as current staff.

To oversee systematic greeting of students, family and staff so all feel valued. I.e.: maintain communications between staff members including important dates for staff, student is aware of important dates, contact information, answer questions.

To maintain our overall appearance of the center as it pertains to the look and feel of our centers. How we present ourselves to the community by optimizing and training our front line staff in excellent customer service, phone etiquette and good business practices.

To participate in professional development activities aimed at current trends and best practices.

Qualifications

1. Need to have a strong work ethic, professional attitude and a desire to excel within a start-up environment as we are growing quickly.
2. Proven successful experience as Supervisor/Manager or Administrator is preferred.
3. Excellent analytical and project management skills.
4. Strong verbal and written communication skills and ability to work as a team player.
5. Monitor expenditures and submit reports as required.

6. Experience and training which provide the following abilities, skills and knowledge: Solid knowledge/skills with computer and computer software programs, such as Microsoft Suite, Word, Excel, Google applications (Google Docs and mail) etc.
7. Strong interpersonal and public relations skills including the ability to speak clearly and concisely both in oral and written communications.
8. Must exhibit a pleasant personality and positive attitude toward working with administration, staff and community members. Evidence of ability to establish working relationships that result in mutual respect.
9. An ability to multitask and perform under tight deadlines.
10. Ability to initiate and complete tasks with self-direction in a timely manner.
11. Excellent English and grammar skills, proofreading skills and oral and written communications skills.
12. Be able to speak before large and small groups with poise and enthusiasm.
13. Support and maintain integrity of the program that is implemented from the executive team using quality assurance metrics.
14. Must be able to perform each essential duty satisfactorily.
15. Must be able to work independently and provide direction for continuous improvement.
16. Ability to handle multiple projects in an efficient and effective manner.
17. Must exhibit critical thinking and using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
18. Service oriented with proven methods to actively look for ways to help people.
19. Ability to make judgments and decisions quickly taking into consideration the relative costs and benefits of potential actions to choose the most appropriate and timely conclusion.

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Employee_____ Date_____

Equal Opportunity Employer

Position Title: Executive Administrative Assistant
Reports to: **Executive Director**
Location:
Minimum Qualifications: High School Diploma, Associate degree or Bachelor's degree preferred

Primary Functions:

The Executive Administrative Assistant position will perform work as assigned to assist in communication and facilitation of new employee needs and subsequent distribution and notification to all Regional staff.

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Essential Duties and Responsibilities:

1. Update distribution lists, upon hiring of all new staff to all Regional Directors.
2. Regular maintenance and distribution of company organizational chart and location (Center) contact sheets.
3. Set up of all help desk requests for new employees, including requests for laptops, network ID, email, SIS, LMS systems and additional software as necessary.
4. Add new staff to all applicable groups/notebooks for database/software used.
5. Consistent communication with IT department for inventory purposes and forecasting needs.
6. Assist Personnel department with paperwork, scheduling, and communication needs as necessary.
7. Assist Regional Directors as necessary.
8. Post all new positions in Applitrack and local/online resources.
9. Facilitate training on all software and online programs for new employees.
10. Submit REP reporting to State and assist Director of Operations with TSDL report.
11. Perform other duties as required and/or assigned by the Executive Director

Qualifications

1. Experience and training which provide the following abilities, skills and knowledge: Solid knowledge/skills with computer and computer software programs, such as Microsoft Suite, Word, etc.
2. Strong interpersonal and public relations skills including the ability to speak clearly and concisely both in oral and written communications.
3. Must exhibit a pleasant personality and positive attitude toward working with administration, staff and community members. Evidence of ability to establish working relationships that result in mutual respect.
4. An ability to multitask and perform under tight deadline.
5. Ability to initiate and complete tasks with self-direction in a timely manner.
6. Excellent English and grammar skills, proofreading skills and oral and written communications skills.
7. Ability to handle multiple projects in an efficient and effective manner.
8. Must exhibit a pleasant personality and positive attitude toward working with students, administration, staff and community members.
9. Must exhibit critical thinking and using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
10. Service oriented with proven methods to actively look for ways to help people.
11. Ability to make judgements and decisions quickly taking into consideration the relative costs and benefits of potential actions to choose the most appropriate and timely conclusion.

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Employee_____ Date_____

Equal Opportunity Employer

Position Title: Director of Assessments & Data
Reports to: **Director of Administration**
Location:
Education: Bachelors in Education, Preferred experience with WIDA,SAT, NWEA, iSTEP 10+

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State Testing

1. Verify grade levels based on completed credits on an ongoing basis
2. Assign students correct test based on grade level in BAA/OEAA
3. Effectively communicate test rosters with all centers
4. Place initial orders and makeup orders for test materials
5. Distribute materials to all cyber centers
6. Provide guidance and training on test proctoring
7. Submit all off-site testing requests
8. Collect required training verification documents from each center
9. Closely communicate with MDE, CollegeBoard, and ACT regarding any questions or issues
10. Oversee and update State Testing Accountability Spreadsheet
11. Oversee eDirect and WIDA testing
12. Access BAA/OEAA to place orders
13. Monitor student testing to ensure 100% of students test
14. Review and finalize test reports in BAA/OEA
15. Effectively communicate with SSD coordinator to ensure accommodation materials are ordered.
16. Provide finalized test rosters prior to Spring Break
17. Answer test related questions for the centers
18. Collect tracking numbers of all test materials, monitor their delivery
19. Provide inputs for School Improvement
20. *some travel required

NWEA

1. Maintain user and student accounts
2. Monitor pre and post testing, communicate with centers who has yet to test
3. Provide timely test results to all centers
4. Provide training as needed
5. Inform centers on resources available to aid in student growth
6. Help centers identify centerwide student academic opportunities
7. Provide inputs for school improvement

WIDA

1. Monitor student intake for ELL students
2. Create screening test sessions as required for students in eDirect
3. Communicate with centers for students who need to take the WIDA Screener
4. Monitor screener timeframe and follow up with centers as needed
5. Oversee caseload for ELL Specialist
6. Assign and monitor participation in the WIDA test to help ensure 100% of students test
7. Provide inputs for school improvement

Other Duties as Assigned

Signatures

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Employee_____ Date_____

Equal Opportunity Employer

Position Title: Training Portal & Digital Media Specialist
Reports To: **Regional Director of Community Relations & Marketing**
Location:
Qualifications:

1. Experience and training which provide the following abilities, skills and knowledge:
   a. Solid knowledge/skills with computer and computer software programs, such as Photoshop, media editing software, infusionsoft, Microsoft Office Suite, etc.
2. Proven work experience as a Digital media specialist or comparable experience
3. Familiarity with web designs and content management systems a plus
4. Excellent analytical and project management skills
5. Strong verbal and written communication skills
6. An ability to multitask and perform under tight deadlines
7. Additional qualification in web design/software/ video or animation is a plus

a. Ability to initiate and complete tasks with self-direction in a timely manner.
b. Excellent English and grammar skills, proofreading skills and oral and written communications skills.
c. Ability to effectively operate various systems and office equipment.

8. Ability to handle multiple projects in an efficient and effective manner.
9. Must exhibit a pleasant personality and positive attitude toward working with students, administration, staff and community members.

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PRIMARY FUNCTION:
Works with Marketing Team to take a proactive state on optimizing our brand, social media, digital and marketing presence. Works with Success BLC staff to ensure our brand is consistent, professional and solid.

Work with Directors to implement direct marketing methods to increase student enrollment, engagement and retention for individual centers.

Work with Directors and vendors to oversee advertising and promotion activities including but not limited to: videographers, videos, photography, print, social media, online, electronic media, mobile and direct mail.

Works with Regional Director to oversee forecasting activities and sets performance marketing goals accordingly.

Monitors and assigns various online marketing tools, like websites, lead capture and CRM software automation tools like infusionsoft, podcasts and blogs. Help to establish our web presence to boost brand awareness and increase student engagement through the use of tools, strategy and communication.

Works with and is familiar with social media processes. Works directly with the Marketing team and directors to help coach and solve any issues.

Help to analyze and evaluate software and services to help streamline marketing, monitoring and posting online.

Establish and maintains a consistent corporate image throughout all promotional materials and events.

Preparation of marketing activity reports and presents to executive team.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assist in design and implementation of digital media campaigns aligned with business goals.
2. Coordinate/ create digital content (eg. Website, blogs, press releases and articles)
3. Focus on inbound marketing and content strategy: Analyze website visitor and strategically recommend/implement where we would like them to go. Coordinate/create a variety of content, emails and landing pages for different audiences to boost enrollment and retention.
4. Manage end-to-end digital projects
5. Stay up-to-date with digital media and online developments
6. Advise/implement online company voice/brand through social media
7. Liaise with Marketing to ensure brand consistency throughout the company
8. Gathers data, assesses needs, assists with design and implementation process, procedures, reports and solutions.
9. Monitor ROI and KPIs
10. Suggest and implement direct marketing methods to increase student enrollment, engagement and retention
11. Maintain various systems and perform updates as needed.
12. Perform, importing and exporting data as required in CRM and website systems
13. Assist in implementing projects, as needed
14. Perform other duties as required

Signatures
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Employee_____ Date_____

POSITION TITLE: Content Marketing and Brand Specialist
REPORTS TO: Director of Community Relations & Marketing
LOCATION:
PRIMARY FUNCTION:

Help to establish our web presence to boost brand awareness and increase student engagement with current and potential students. Monitor trends, posts, photos and traffic. Implement newsletter and other written communication. Works with and is familiar with social media processes.

At Success BLC, We Inspire Hope.

Essential Duties and Responsibilities:
Content Marketing Specialist duties may include, but are not limited to, social media posting, communicating with staff and students in the program. Must be efficient with Google Docs. CM&BS will be in charge of a weekly progress report, metric reports, and reports to the Director. The Specialist will be responsible for helping nurture relationships with each center and have strong communication skills and ability to work as a team.
The Content Marketing Specialist is a 35-40 hour week position as needed. This person will need to have a strong work ethic, a professional attitude and a desire to excel within a startup environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assist in design and implementation of digital media campaigns aligned with business goals.
2. Coordinate the creation of digital content (eg. Website, blogs, press releases and articles)
3. Manage end-to-end digital projects
4. Stay up-to-date with digital media and online developments
5. Advise/implement online company voice/brand through social media
6. Liaise with Marketing to ensure brand consistency throughout the company
7. Gathers data, assesses needs, assists with design and implementation process, procedures, reports and solutions.
8. Suggest and implement direct marketing methods to increase student enrollment, engagement and retention
9. Maintain various systems and perform updates as needed.
10. Perform, importing and exporting data as required in CRM and website systems
11. Assist in implementing projects, as needed
12. Perform other duties as required

QUALIFICATIONS:

1. Experience and training which provide the following abilities, skills and knowledge:

a. Solid knowledge/skills with computer and computer software programs, such as Photoshop, media editing software, infusionsoft, Microsoft Office Suite, etc.

2. Strong interpersonal and public relations skills including the ability to speak clearly and concisely both in oral and written communications.

3. Must exhibit a pleasant personality and positive attitude toward working with administration, staff and community members. Evidence of ability to establish working relationships that result in mutual respect.

4. An ability to multitask and perform under tight deadlines

5. Ability to initiate and complete tasks with self-direction in a timely manner.

6. Excellent English and grammar skills, proofreading skills and oral and written communications skills.

7. Ability to effectively operate various systems and office equipment.

8. Ability to handle multiple projects in an efficient and effective manner.

9. Must exhibit a pleasant personality and positive attitude toward working with students, administration, staff and community members.

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Employee_____ Date_____

Equal Opportunity Employer

POSITION TITLE: Data Integrity Specialist
REPORTS TO: Director of Student Services
LOCATION: POSITION IS HOME-BASED
QUALIFICATIONS :

1. Experience and training which provide the following abilities, skills and knowledge:
    a. Experience/skills with computer and computer software programs, such as Adobe Suite, Microsoft Office Suite, student management (PowerSchool) etc.
    b. Ability to initiate and complete tasks with self-direction in a timely manner.
    c. Knowledge and ability to complete data entry processes, manage curriculum programs, complete state reporting processes, etc.
    d. Excellent English and grammar skills, proofreading skills and oral and written communications skills.
    e. Ability to effectively operate various systems and office equipment.
2. Demonstrated understanding of the use of technology in both instructional and operational settings.
3. Must exhibit a pleasant personality and positive attitude toward working with students, administration, staff and community members.
4. Ability to handle multiple projects in an efficient and effective manner.

PRIMARY FUNCTION: The Data Integrity Specialist position will perform work as assigned to assist in data entry for various student information software programs, enrollment processes and perform various administrative functions, as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Gathers data, assesses needs, assists with designing and implementing process, procedures, reports and solutions.
2. Maintain various systems and perform updates in student management system for student schedules, transfers in and out of district.
3. Perform report-writing, importing and exporting data and writing queries as required.
4. Assist in implementing district pupil registration processes for various departments, as needed.
5. Perform the district's pupil registration data authentication and maintenance function.
6. Assist in data entry and analysis for Regional Directors, as needed.
7. Coordinate with Operations Director for all State reporting and pupil accounting procedures.
8. Perform other duties as required.

Equal Opportunity Employer

Position Title: Guidance Counselor
Reports to: **Director of Curriculum**
Location: Position may be based anywhere in Michigan.
Education:
Bachelors from an accredited college or university in education discipline applicable to teaching assignment. Master degree preferred.

Primary Functions:
The Guidance Counselor position will perform work as assigned to provide students, parents, administrators, and other teaching staff with information on career and or educational opportunities; administer and interpret career assessment tools; and assist students in developing educational and occupational goals and plans.

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Essential Duties and Responsibilities:

1. Assists students in evaluating students' aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data, and works with students in developing education and occupation plans consistent with such evaluation.
2. Assists students in making course and subject selections, as well as with evaluating career interests and choices.
3. Assists Center Directors in the scheduling of classes.
4. Review of all Credit Evaluations done upon enrollment at each Center and completion of final Graduation Audit for each student.
5. Obtains and disseminates information regarding occupational opportunities to students and to classes studying occupations.
6. Assists students with admissions, scholarship and identifying employment opportunities.
7. Coordinates with administrators and other teaching staff members to ascertain individual student's abilities and needs, including students with special needs, and to familiarize stakeholders with guidance services.

8. Researches educational and career opportunities, and coordinates with teachers, college and university personnel, resource specialists, and business and community organizations for the purpose of providing information, and making recommendations.
9. Assists with the school district's dropout prevention efforts.
10. Serves as ready resource to students to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.
11. Continues to acquire professional knowledge and learn of current developments in the educational field by attending seminars, workshops or professional meetings, or by conducting research, and by maintaining professional relationships with members of institutions of higher learning and the business community.
12. Assist with maintenance of system for accurate and complete record-keeping and providing student information to prospective colleges and employers, as required by district procedures and applicable laws.
13. Encourages parental involvement in students' education and ensures effective communication with students and parents.
14. Perform other duties as required and/or assigned by the Director

Qualifications

1. Experience and training which provide the following abilities, skills and knowledge: Solid knowledge/skills with computer and computer software programs, such as Microsoft Suite, Word, etc.
2. Knowledge of pre/post high school program eligibility requirements.
3. Knowledge of college/university admissions processes, scholarship programs and other educational opportunities.
4. Knowledge of current developments in business and industry regarding career opportunities and employment.
5. Knowledge of differentiated instruction based upon student learning styles.
6. Knowledge of data information systems, data analysis and the formulation of action plans.
7. Knowledge of applicable federal and state laws regarding education and students.
8. Strong interpersonal and public relations skills including the ability to speak clearly and concisely both in oral and written communications.
9. Must exhibit a pleasant personality and positive attitude toward working with administration, staff, students, parents and community members. Evidence of ability to establish working relationships that result in mutual respect.
10. An ability to multitask and perform under tight deadline.
11. Ability to initiate and complete tasks with self-direction in a timely manner.
12. Excellent English and grammar skills, proofreading skills and oral and written communications skills.
13. Ability to handle multiple projects in an efficient and effective manner.
14. Must exhibit a pleasant personality and positive attitude toward working with students, administration, staff and community members.
15. Must exhibit critical thinking and using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
16. Service oriented with proven methods to actively look for ways to help people.
17. Ability to make judgements and decisions quickly taking into consideration the relative costs and benefits of potential actions to choose the most appropriate and timely conclusion.

Equal Opportunity Employer

POSITION TITLE: Director of Community Relations & Marketing
REPORTS TO: **Regional Director of Community Relations & Marketing**
QUALIFICATIONS:

1. Need to have a strong work ethic, professional attitude and a desire to excel within a start-up environment as we are growing quickly.
2. Proven successful experience as supervisor/Manager. Success growing your product base through sales skills.
3. Excellent analytical and project management skills
4. Experience and training which provide the following abilities, skills and knowledge: staff training and presentation skills
5. Strong verbal and written communication skills and ability to work as a team player.
6. An ability to multitask and perform under tight deadlines.

a. Excellent English and grammar skills, proofreading skills and oral and written communications skills.
b. Ability to effectively operate various systems and office equipment.

7. Ability to handle multiple projects in an efficient and effective manner.
8. Ability to initiate and complete tasks with self-direction in a timely manner.
9. Additional qualifications, monitor expenditures and submit reports as required.
10. Must exhibit a pleasant personality and positive attitude toward working with students, administration, staff and community members.
11. Be able to speak before large and small groups with poise and enthusiasm
12. Support and maintain integrity of the program that is implemented from the executive team using quality assurance metrics
13. Must be able to perform each essential duty satisfactorily.
14. Must be able to work independently and provide direction for continuous improvement.

PRIMARY FUNCTION:
Works with Marketing Team to take a proactive state on optimizing our brand, social media, digital and marketing presence. Works with Success BLC staff to ensure our brand is consistent, professional and solid.

Maintains our overall appearance to the community as it pertains to the look and feel of our centers. How we present ourselves to the community by optimizing and training our front line staff in excellent customer service, phone etiquette and good business practices.

Help communicate and nurture relationships with students, parents and staff. Connect with Directors on a regular basis to answer questions, assist with social media for each center. To have a gage on why a center may be struggling

and to work with marketing team to offer strategic, time-sensitive campaigns and training to help succeed with student engagement, recruiting and retention.

Work with Digital Media Specialist to implement direct marketing methods to increase student enrollment, engagement and retention for individual centers.

Work with Regional Director and vendors to oversee advertising and promotion activities including videographers, videos, photography, print, social media, online, electronic media, mobile and direct mail.

Works with Regional Director to oversee forecasting activities and sets performance marketing goals accordingly.

Tracking and monitoring FB and other social media results. Work with Director and marketing staff to evaluate market and adjust strategy to meet ever-changing market and competitive conditions.

Develop and maintain professional relationships with community partners, local schools, press and other organizations for purpose of identifying community needs and participating in relevant partnerships.

Oversees creation of content marketing and lead capture campaigns to ensure we have fresh, relevant articles, blogs, posts and emails.

Help to establish onboarding of new students to ensure every student is offered quality, fast and efficient service ensuring our brand quality and mission. Student survey and communication to identify and resolve gaps in our service for new, existing and former students.

Works closely with Director of Training to identify onboarding and training needs of new staff as well as current staff, ie: social media, brand identity and communications of Success BLC in community. Create onboarding videos and training materials to systematically assist training of staff. Assists with preparation of manuals and technical publications as needed.

Oversee systematic greeting of students , family and staff so feel valued. Ie: offer to order shirt, business cards, important dates for staff, student is aware of important dates, contact information, answer questions. Create system to reach out and show they are all important to our mission.

Help to establish our web presence to boost brand awareness and increase student engagement through the use of tools, strategy and communication.

Works with and is familiar with social media processes. Works directly with the Marketing team and directors to help coach and solve any issues.

Coordinate quality of engagement around social media pages and groups. Train center staff to monitor and improve page to help with student recruitment, engagement and retention.

Work with vendors in marketing department to offer content, signage, printing, etc at the high quality we demand, timely and affordable pricing. Obtain competitive bids as needed.

Represent Success BLC at local, regional and national events as requested.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assist marketing team with design and implementation of marketing campaigns aligned with business goals.
2. Monitor, Schedule and Coordinate the creation of digital content (eg. Website, blogs, press releases and articles)
3. Advise/implement/ Monitor online company voice/brand through social media
4. Liaise with Marketing team to ensure brand consistency throughout the company
5. Maintain a clear channel of communication with staff. This includes communicating with leadership team, visiting all our centers through virtual and/or visits to center, daily/weekly department meetings and internal written communication.
6. Gathers data, assesses needs, assists with design and implementation process, procedures, reports and solutions.
7. Suggest and implement direct marketing methods to increase student enrollment, engagement and retention

Signatures
By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Employee_____ Date_____

Equal Opportunity Employer

Position Title: Resource Administrative Assistant
Reports to: Director of Student Services
Location: Position may be based anywhere in Michigan.
Minimum Qualifications: High School Diploma, Bachelor's degree preferred

Primary Functions:

The Resource Administrator position will perform work as assigned to assist in communication and facilitation of new employee needs and subsequent distribution and notification to all Regional staff.

At Success VLC, **We Inspire Hope**.

We don't just say that, we mean it and we do it every day. Working at Success VLC is truly a mission of hope. There are incredible challenges, but the reward will be contributing to something that is larger than you. Our values and our mission unify us and allow us to make the impact that we do. Together…we provide innovative educational opportunities that inspire hope and lifelong achievement.

Essential Duties and Responsibilities:

1. Update distribution lists, upon hiring of all new staff to all Regional Directors.
2. Regular maintenance and distribution of company organizational chart and location (Center) contact sheets.
3. Set up of all help desk requests for new employees, including requests for laptops, network ID, email, SIS, LMS systems and additional software as necessary.
4. Add new staff to all applicable groups/notebooks for database/software used.
5. Consistent communication with IT department for inventory purposes and forecasting needs.
6. Assist Personnel department with paperwork, scheduling, and communication needs as necessary.
7. Assist Regional Directors as necessary.
8. Post all new positions in Applitrack and local/online resources.
9. Facilitate training on all software and online programs for new employees.
10. Submit REP reporting to State and assist Director of Operations with TSDL report.
11. Perform other duties as required and/or assigned by the Director

Qualifications

1. Experience and training which provide the following abilities, skills and knowledge: Solid knowledge/skills with computer and computer software programs, such as Microsoft Suite, Word, etc.

2. Strong interpersonal and public relations skills including the ability to speak clearly and concisely both in oral and written communications.
3. Must exhibit a pleasant personality and positive attitude toward working with administration, staff and community members. Evidence of ability to establish working relationships that result in mutual respect.
4. An ability to multitask and perform under tight deadline.
5. Ability to initiate and complete tasks with self-direction in a timely manner.
6. Excellent English and grammar skills, proofreading skills and oral and written communications skills.
7. Ability to handle multiple projects in an efficient and effective manner.
8. Must exhibit a pleasant personality and positive attitude toward working with students, administration, staff and community members.
9. Must exhibit critical thinking and using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
10. Service oriented with proven methods to actively look for ways to help people.
11. Ability to make judgements and decisions quickly taking into consideration the relative costs and benefits of potential actions to choose the most appropriate and timely conclusion.

Signatures
By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Employee_____ Date_____

Equal Opportunity Employer

Attachment 10 - Annual Reports

2017 Success Virtual Learning Centers of Michigan Annual Report (NOTE: Success Virtual Learning Centers of Michigan will only have 1 annual report. The report below if for the school's first year of operation. Next annual report for 2018 will be available in May, 2019)

2015-2016 & 2016-2017 Annual Report for Success Partnership with Berrien Springs Public Schools

Please follow this link to Berrien Public School's Transparency Page:

https://www.homeoftheshamrocks.org/state-and-federal-reports.html

MI School Data

01/28/2019

Annual Education Report

Success Virtual Learning Centers of Michigan (03014)

M-STEP Grades 3-11

Subject	Grade	Testing Group	School Year	State Percent Students Proficient	District Percent Students Proficient	School Percent Students Proficient	Percent Advanced	Percent Proficient	Percent Partially Proficient	Percent Not Proficient
Science	11th Grade Content	All Students	2016-17	33.6%	<10	<10	<10	<10	<10	<10
Science	11th Grade Content	American Indian or Alaska Native	2016-17	26.4%	<10	<10	<10	<10	<10	<10
Science	11th Grade Content	Black or African American	2016-17	8.4%	<10	<10	<10	<10	<10	<10
Science	11th Grade Content	Two or More Races	2016-17	31.5%	<10	<10	<10	<10	<10	<10
Science	11th Grade Content	White	2016-17	39.4%	<10	<10	<10	<10	<10	<10
Science	11th Grade Content	Female	2016-17	30.9%	<10	<10	<10	<10	<10	<10
Science	11th Grade Content	Male	2016-17	36.3%	<10	<10	<10	<10	<10	<10
Science	11th Grade Content	Economically Disadvantaged	2016-17	17.9%	<10	<10	<10	<10	<10	<10
Social Studies	11th Grade Content	All Students	2016-17	46.0%	<10	<10	<10	<10	<10	<10
Social Studies	11th Grade Content	American Indian or Alaska Native	2016-17	37.5%	<10	<10	<10	<10	<10	<10
Social Studies	11th Grade Content	Black or African American	2016-17	17.8%	<10	<10	<10	<10	<10	<10
Social Studies	11th Grade Content	Two or More Races	2016-17	44.6%	<10	<10	<10	<10	<10	<10

MI School Data

01/28/2019

Annual Education Report

Success Virtual Learning Centers of Michigan (03014)

M-STEP Grades 3-11

Subject	Grade	Testing Group	School Year	State Percent Students Proficient	District Percent Students Proficient	School Percent Students Proficient	Percent Advanced	Percent Proficient	Percent Partially Proficient	Percent Not Proficient
Social Studies	11th Grade Content	White	2016-17	52.6%	<10	<10	<10	<10	<10	<10
Social Studies	11th Grade Content	Female	2016-17	41.8%	<10	<10	<10	<10	<10	<10
Social Studies	11th Grade Content	Male	2016-17	50.2%	<10	<10	<10	<10	<10	<10
Social Studies	11th Grade Content	Economically Disadvantaged	2016-17	28.1%	<10	<10	<10	<10	<10	<10

MI School Data

01/28/2019

Annual Education Report

Success Virtual Learning Centers of Michigan (03014)

SAT

Location Name	School Year	Subject	Student Group	Mean SAT Score	Benchmark	Met or Exceeded	% Met or Exceeded	Did Not Meet	% Did Not Meet	Number Assessed
Success Virtual Learning Centers of Michigan	2016-17	Total Score	All Students	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Total Score	American Indian or Alaska Native	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Total Score	Black or African American	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Total Score	Two or More Races	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Total Score	White	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Total Score	Female	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Total Score	Male	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Total Score	Economically Disadvantaged	*	N/A	*	*	*	*	<10

MI School Data

01/28/2019

Annual Education Report

Success Virtual Learning Centers of Michigan (03014)

SAT

Location Name	School Year	Subject	Student Group	Mean SAT Score	Benchmark	Met or Exceeded	% Met or Exceeded	Did Not Meet	% Did Not Meet	Number Assessed
Success Virtual Learning Centers of Michigan	2016-17	Total Score	Not Economically Disadvantaged	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Total Score	Not English Learners	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Total Score	Not Migrant	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Total Score	Students Without Disabilities	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Total Score	Not Homeless	*	N/A	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	All Students	*	480	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	American Indian or Alaska Native	*	480	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	Black or African American	*	480	*	*	*	*	<10

MI School Data

01/28/2019

Annual Education Report

Success Virtual Learning Centers of Michigan (03014)

SAT

Location Name	School Year	Subject	Student Group	Mean SAT Score	Benchmark	Met or Exceeded	% Met or Exceeded	Did Not Meet	% Did Not Meet	Number Assessed
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	Two or More Races	*	480	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	White	*	480	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	Female	*	480	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	Male	*	480	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	Economically Disadvantaged	*	480	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	Not Economically Disadvantaged	*	480	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	Not English Learners	*	480	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	Not Migrant	*	480	*	*	*	*	<10

MI School Data

01/28/2019

Annual Education Report

Success Virtual Learning Centers of Michigan (03014)

SAT

Location Name	School Year	Subject	Student Group	Mean SAT Score	Benchmark	Met or Exceeded	% Met or Exceeded	Did Not Meet	% Did Not Meet	Number Assessed
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	Students Without Disabilities	*	480	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Evidence-Based Reading and Writing	Not Homeless	*	480	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	All Students	*	530	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	American Indian or Alaska Native	*	530	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	Black or African American	*	530	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	Two or More Races	*	530	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	White	*	530	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	Female	*	530	*	*	*	*	<10

MI School Data

01/28/2019

Annual Education Report

Success Virtual Learning Centers of Michigan (03014)

SAT

Location Name	School Year	Subject	Student Group	Mean SAT Score	Benchmark	Met or Exceeded	% Met or Exceeded	Did Not Meet	% Did Not Meet	Number Assessed
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	Male	*	530	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	Economically Disadvantaged	*	530	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	Not Economically Disadvantaged	*	530	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	Not English Learners	*	530	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	Not Migrant	*	530	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	Students Without Disabilities	*	530	*	*	*	*	<10
Success Virtual Learning Centers of Michigan	2016-17	Mathematics	Not Homeless	*	530	*	*	*	*	<10

MI School Data

01/28/2019

Annual Education Report

Success Virtual Learning Centers of Michigan (03014)

Accountability Details Subject Data

Testing Group	Subject	State Tested Total	State Percent Proficient	District Tested Total	District Percent Proficient*	School Tested Total	School Percent Proficient**
All Students	ELA	98.6%	49.5%	<30	0.0%	<30	0.0%
All Students	Mathematics	98.7%	39.1%	<30	0.0%	<30	0.0%
All Students	Science	97.9%	24.9%	<30	0.0%	<30	0.0%
All Students	Social Studies	97.8%	33.7%	<30	0.0%	<30	0.0%
Bottom 30%	ELA	N/A	3.8%	N/A	N/A	N/A	N/A
Bottom 30%	Mathematics	N/A	1.5%	N/A	N/A	N/A	N/A
Bottom 30%	Science	N/A	0.4%	N/A	N/A	N/A	N/A
Bottom 30%	Social Studies	N/A	0.6%	N/A	N/A	N/A	N/A
American Indian or Alaska Native	ELA	97.6%	40.5%	<30	0.0%	<30	0.0%
American Indian or Alaska Native	Mathematics	97.8%	28.8%	<30	0.0%	<30	0.0%
American Indian or Alaska Native	Science	96.8%	19.1%	<30	0.0%	<30	0.0%
American Indian or Alaska Native	Social Studies	96.4%	28.9%	<30	0.0%	<30	0.0%
Asian	ELA	99.1%	70.5%	N/A	N/A	N/A	N/A
Asian	Mathematics	99.3%	68.9%	N/A	N/A	N/A	N/A
Asian	Science	99.1%	41.4%	N/A	N/A	N/A	N/A
Asian	Social Studies	98.9%	51.9%	N/A	N/A	N/A	N/A
Black or African American	ELA	97.6%	25.0%	<30	0.0%	<30	0.0%
Black or African American	Mathematics	97.5%	14.2%	<30	0.0%	<30	0.0%
Black or African American	Science	96.0%	7.0%	<30	0.0%	<30	0.0%
Black or African American	Social Studies	95.9%	11.2%	<30	0.0%	<30	0.0%
Hispanic of Any Race	ELA	98.6%	36.9%	N/A	N/A	N/A	N/A
Hispanic of Any Race	Mathematics	98.7%	25.1%	N/A	N/A	N/A	N/A
Hispanic of Any Race	Science	97.7%	13.5%	N/A	N/A	N/A	N/A

MI School Data

01/28/2019

Annual Education Report

Success Virtual Learning Centers of Michigan (03014)

Accountability Details Subject Data

Testing Group	Subject	State Tested Total	State Percent Proficient	District Tested Total	District Percent Proficient*	School Tested Total	School Percent Proficient**
Hispanic of Any Race	Social Studies	97.8%	21.1%	N/A	N/A	N/A	N/A
Native Hawaiian or Other Pacific Islander	ELA	97.7%	54.8%	N/A	N/A	N/A	N/A
Native Hawaiian or Other Pacific Islander	Mathematics	98.1%	43.4%	N/A	N/A	N/A	N/A
Native Hawaiian or Other Pacific Islander	Science	97.6%	28.3%	N/A	N/A	N/A	N/A
Native Hawaiian or Other Pacific Islander	Social Studies	98.1%	38.8%	N/A	N/A	N/A	N/A
Two or More Races	ELA	98.7%	46.6%	<30	0.0%	<30	0.0%
Two or More Races	Mathematics	98.6%	35.1%	<30	0.0%	<30	0.0%
Two or More Races	Science	97.7%	21.9%	<30	0.0%	<30	0.0%
Two or More Races	Social Studies	97.7%	29.7%	<30	0.0%	<30	0.0%
White	ELA	98.9%	56.1%	<30	0.0%	<30	0.0%
White	Mathematics	99.0%	45.6%	<30	0.0%	<30	0.0%
White	Science	98.4%	29.7%	<30	0.0%	<30	0.0%
White	Social Studies	98.3%	39.7%	<30	0.0%	<30	0.0%
Economically Disadvantaged	ELA	98.2%	33.5%	<30	0.0%	<30	0.0%
Economically Disadvantaged	Mathematics	98.3%	23.3%	<30	0.0%	<30	0.0%
Economically Disadvantaged	Science	97.2%	13.0%	<30	0.0%	<30	0.0%
Economically Disadvantaged	Social Studies	97.0%	18.3%	<30	0.0%	<30	0.0%
English Learners	ELA	98.6%	24.0%	N/A	N/A	N/A	N/A
English Learners	Mathematics	99.0%	23.0%	N/A	N/A	N/A	N/A

MI School Data

01/28/2019

Annual Education Report

Success Virtual Learning Centers of Michigan (03014)

Accountability Details Subject Data

Testing Group	Subject	State Tested Total	State Percent Proficient	District Tested Total	District Percent Proficient*	School Tested Total	School Percent Proficient**
English Learners	Science	98.4%	5.0%	N/A	N/A	N/A	N/A
English Learners	Social Studies	98.2%	7.8%	N/A	N/A	N/A	N/A
Students With Disabilities	ELA	97.5%	26.0%	N/A	N/A	N/A	N/A
Students With Disabilities	Mathematics	97.9%	20.7%	N/A	N/A	N/A	N/A
Students With Disabilities	Science	96.9%	15.8%	N/A	N/A	N/A	N/A
Students With Disabilities	Social Studies	95.9%	14.2%	N/A	N/A	N/A	N/A

MI School Data

01/28/2019

Annual Education Report

Success Virtual Learning Centers of Michigan (03014)

Accountability Details Graduation Data

Student Group	Statewide	District	School
All Students	79.65%	N/A	N/A
American Indian or Alaska Native	66.57%	N/A	N/A
Asian	90.20%	N/A	N/A
Black or African American	67.36%	N/A	N/A
Hispanic of Any Race	72.60%	N/A	N/A
Native Hawaiian or Other Pacific Islander	77.68%	N/A	N/A
Two or More Races	73.67%	N/A	N/A
White	83.38%	N/A	N/A
Female	83.46%	N/A	N/A
Male	76.04%	N/A	N/A
Economically Disadvantaged	67.10%	N/A	N/A
English Learners	72.11%	N/A	N/A
Students With Disabilities	55.35%	N/A	N/A
Bottom 30%	N/A	N/A	N/A

** All data based on students enrolled for a full academic year.*

MI School Data

01/28/2019

Annual Education Report

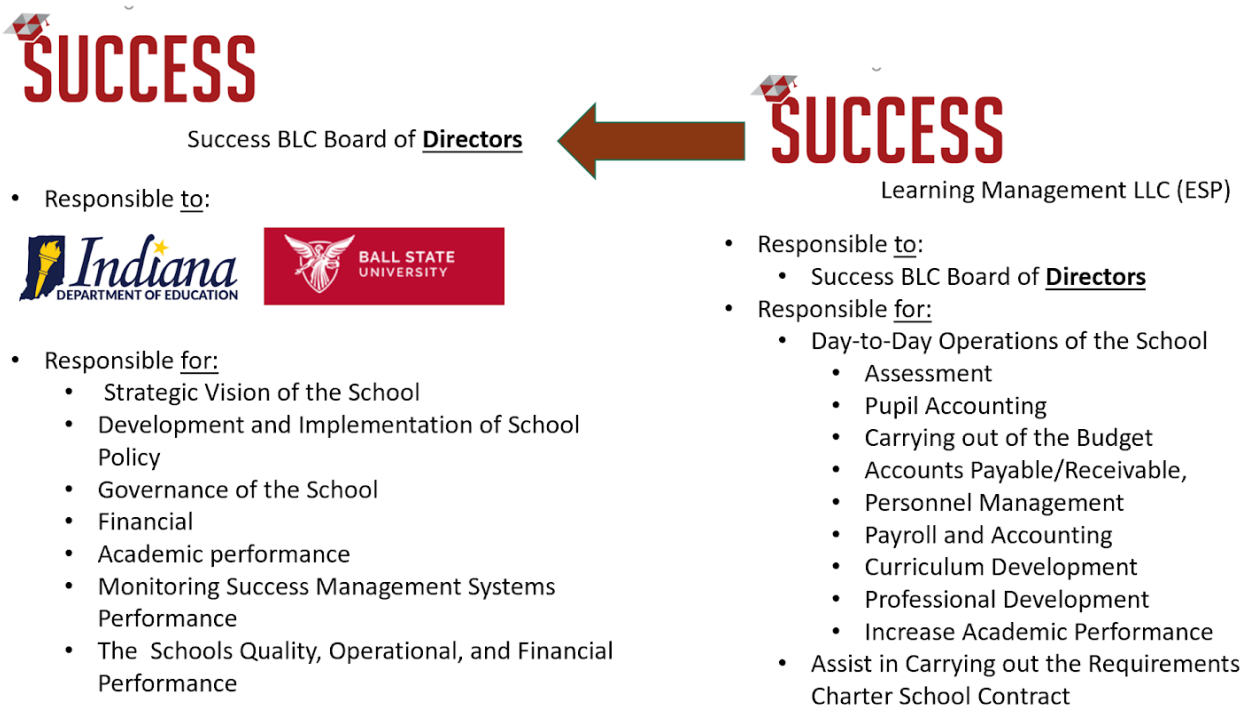
Success Virtual Learning Centers of Michigan (03014)

Accountability Index Data

School Name	Proficiency Index Value	Growth Index Value	Graduation Rate Index Value	EL Progress Index Value	School Quality/Student Success Index Value	General Participation Index Value	EL Participation Index Value	Overall Index Value
Success Virtual Learning Centers of Michigan	N/A	N/A	N/A	N/A	100.00	N/A	N/A	100.00

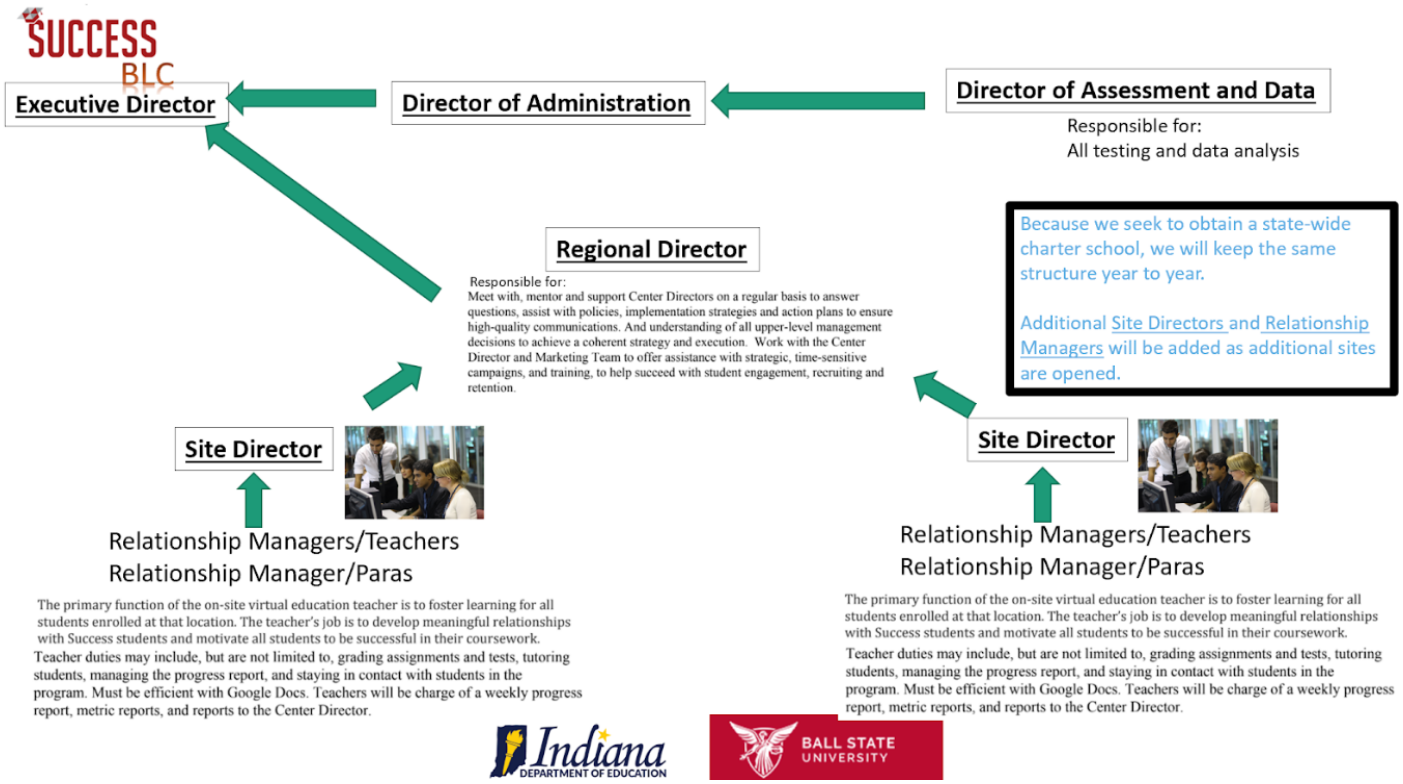
Attachment 11 - Organizational Charts

Please see below for an understanding of the organizational structure between Success BLC board of directors and Success Learning Management LLC the educational service provider.

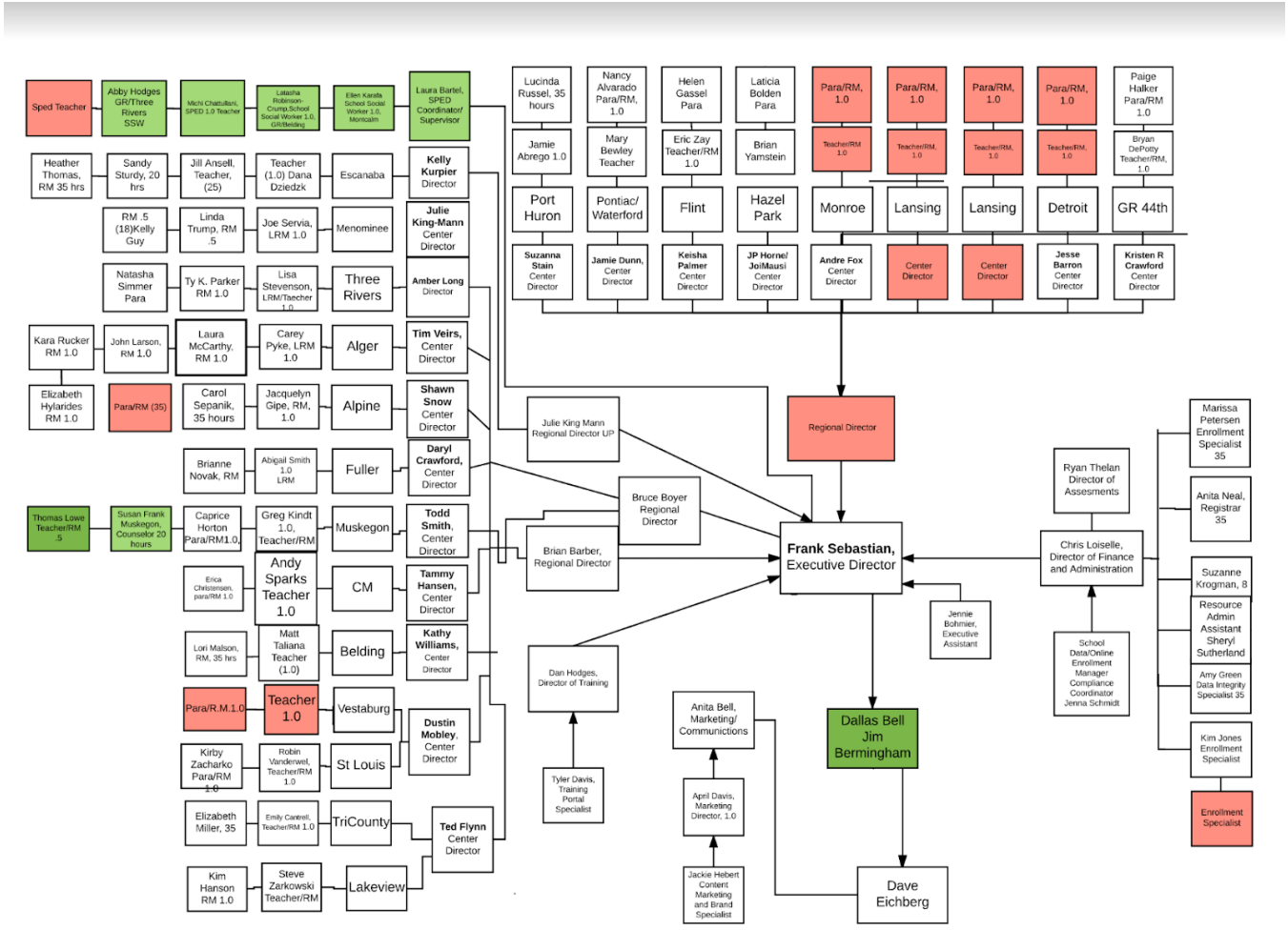


Please note: This structure will remain in place consistently regardless of year of operation

Please see below for an understanding of the school organization.



Organizational Charter for Michigan Based Schools (example model for Indiana as sites grow)



Attachment 12 - Legal Documents for the Non-profit School Entity

- **Bylaws**
- **Certificate of Existence**
- **1023 Checklist**
- **Form 2848**
- **Form 1023**
- **Attachments to 1023**
- **EIN Notification**
- **Receipt of Filing**
- **Certificate of Incorporation**
- **Article of Incorporation Filing**

BYLAWS
OF
SUCCESS BLC OF SOUTH BEND, Ltd.

ARTICLE I
General

Section 1. Name. The name of the corporation is Success BLC of South Bend, Ltd.. (the "Corporation").

Section 2. Registered Office and Registered Agent. The post office address of the Corporation's registered office at the time of adoption of these Bylaws (the"Bylaws") is _____. The registered agent in charge of the registered office at the time of adoption of these Bylaws is _____.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June next succeeding.

ARTICLE II
Purpose and Mission

Section 1. Purpose and Mission. The Corporation is a non-profit corporation organized under the laws of the state of Indiana and its purposes are set forth in the Corporation's Articles of Incorporation.

Section 2. Non-Discrimination. The Corporation shall not discriminate on the basis of race, religion, national origin, gender, age, disability, sexual orientation, status as a Vietnam-era or special disabled Veteran, or other protected class in accordance with applicable federal or state laws in hiring or other employment practices of the School. Further, the School shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies or practices on the basis of race, gender, religion, ethnicity or disability. The School shall conduct all of its activities in accordance with all applicable local, state and federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of the charter public schools in the state of Indiana.

ARTICLE III
Members

The Corporation shall not have any members.

ARTICLE IV
Board of Directors

Section 1. Directors. The affairs of the Corporation shall be managed, controlled, and conducted by, and under the supervision of, the Board of Directors, subject to the provisions of the Articles of Incorporation ("Articles") and these Bylaws. The Board of Directors shall have the number of members, not less than five (5) and not greater than nine (9), as designated by resolution of the Board of Directors from time to time. At all times all members of the Board of Directors shall be residents of the State of Indiana, and at least one-half of the members of the Board of Directors shall, as of the date of election or appointment to the board, be residents of any Indiana county of residence of one or more current students at the charter school operated by the Corporation (the "School").

No individual may serve on the Board of Directors if that individual has been convicted of any offense set forth in Indiana Code 20-26-5-11(b), any successor statute, or of any offense substantially equivalent to any of the offenses listed in I.C. 20-26-5-11(b) in which the judgment of conviction was entered under the law of any other federal or state jurisdiction unless the candidacy of such individual is approved by the School's Authorizer (as the term "Authorizer" is defined in IC 20-24-1-2.5) (the "School's Authorizer"). If order to effectuate this requirement, at least fourteen (14) days before an individual is seated as a member of the Board of Directors, an Expanded Criminal History Check (as defined by IC 20-26-2-1.5) shall be performed as to such director. If the Organizer is leasing from a religious organization, no member of the religious board and no religious leader of the religious organization may simultaneously serve on the Corporation's Board of Directors.

At the regular meeting of the Board of Directors immediately preceding the expiration of the term of any director, the Board of Directors may elect a new director to replace a director whose term will expire, or has expired, and each such new director shall serve for a term of three (3) years, or such other period as prescribed by the directors at the time of such election, and until his or her successor is elected and qualified. No director shall serve more than two (2) successive terms. Once a director has served two (2) full three (3)-year terms, at least one (1) year must elapse before he or she again may be elected or appointed to the Board of Directors. The Corporation shall notify the Authorizer of the School promptly upon the election of any new member of the Board of Directors. All newly elected directors shall participate in a board training session approved by the School's Authorizer.

In order to ensure continuity among the directors of the Corporation, the terms of the members of the Board of Directors may be staggered as necessary.

Section 2. Powers. The Board of Directors shall have all powers and authority for the management of the business, property, and affairs of the Corporation, except as expressly provided herein, and may take such lawful acts that the Board of Directors deems proper and appropriate to promote the purposes and objectives of the Corporation.

The Board of Directors may delegate to officers of the Corporation such powers as it may see fit for specified periods of time or in connection with specified matters.

Section 3. Quorum and Approval of Actions. A majority of the directors in office immediately before a regular or special meeting begins shall constitute a quorum for the transaction of any business properly to come before the Board of Directors. Unless otherwise provided in the Articles or these Bylaws, the approval of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 4. Regular Meetings. The Board of Directors shall hold regular meetings, as fixed by these Bylaws or by resolution of the Board of Directors, for the purpose of transacting such business as properly may come before the Board of Directors. The Board of Directors shall hold regular meetings on a monthly basis during the academic year of the School and shall hold at least one (1) regular meeting during summer break. All regular meetings shall be held at the physical facility housing the charter school unless such facility is not reasonably available by reason of construction or casualty, in which event regular meetings shall be held at such location as may be approved in advance by the School's Authorizer.

Section 5. Executive Sessions. Any Board member may call an Executive Session during any special or regular Board meeting for issues concerning personnel or other matters permitted under the Indiana Open Door Law. All persons except Board members may be excluded from such Executive Sessions. Following such meetings, an officer shall provide a general description of the matters discussed to be provided as the minutes of said Executive Session. No action may be taken in an Executive Session.

Section 6. Special Meetings. Notwithstanding the preceding Section 4 of this Article IV, the Board of Directors may hold special meetings, defined as any meeting other than regularly scheduled meetings as set forth in Section 4, for any lawful purpose, aside from the election of members of the Board of Directors, upon not less than two (2) business days' notice, as described in Section 7 of this Article IV, and upon call by the Chair and at least one (1) other member of the Board of Directors, or by two (2) or more members of the board of Directors. A special meeting shall be held at such date and time as specified in the notice of the meeting. All special meetings shall be held at the physical facility housing the charter school unless such facility is not reasonably available by reason of construction or casualty, in which event special meetings shall be held at such location as may be approved in advance by the School's Authorizer.

Section 7. Compliance with Indiana Open Door Law. Notwithstanding any other provision of these Bylaws, the Corporation shall comply in all respects with the Indiana Open Door Law (currently codified at Indiana Code ("IC") section 5-14-1.5, et seq.), and any corresponding provision of subsequent Indiana law, in connection with all regular or special meetings of the Board of directors. Without limiting the foregoing, the Board of Directors shall post notice of any regular or special meeting not less than two (2) business days before such meeting at the place at which such meeting shall be held and shall provide such other notice of such meeting as shall be required under the Indiana Open Door Law.

Section 8. Notice of Special Meetings. Written notice of the date, time, and place of each special meeting of the Board of Directors shall be communicated, delivered, or mailed by the Secretary of the Corporation, or by the person or persons calling the meeting, to each member of the Board of Directors so that such notice is effective at lease two (2) business days before the date of the meeting and complies with the Indiana Open Door Law. The notice need not describe the purpose of the special meeting.

Written, electronic, or telefaxed notice, where applicable, shall be effective at the earliest of the following;

(a) When received;

(b) Five (5) days after the notice is mailed, as evidenced by the postmark or private carrier receipt, if mailed correctly addressed to the address listed in the most current records of the Corporation;

(c) On the date shown on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or

(d) Thirty (30) days after the notice is deposited with another method of the United States Postal Service other than first class, registered, or certified mail, as evidenced by the postmark, if mailed correctly addressed to the address listed in the most current records of the Corporation.

Section 9. Waiver of Notice. Notice of a meeting to a director may be waived in a writing signed by the director entitled to notice and filed with the minutes or the corporate records. Attendance at or participation in any meeting of the Board or Directors shall constitute a waiver of lack of notice or defective notice of such meeting unless the director shall, at the beginning of the meeting or promptly upon the director's arrival, object to holding the meeting and not vote for or assent to any action taken at the meeting.

Section 10. Action by Board. The Board of Directors shall not take action other than at a meeting held in compliance with the Open Door Law.

Section 11. Resignation, Removal, and Vacancies. Any director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chair, or Secretary of the Corporation. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board of Directors, the Chair, or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

A director may be removed for caused by a majority of the directors then in office. Cause shall include, but shall not be limited to:

(a) Violations of applicable law, including (but not limited to):

(i)Violations of the Indiana Charter School Law; and

(ii)Actions that would jeopardize the tax-exempt status of the Corporation or would subject it to intermediate sanctions under the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws (the "Code").

(b) Breach of fiduciary duty and/or commission of an ultra vires act as defined by

Indiana law, including (but not limited to) a violation of the applicable standard of care under the Articles, these Bylaws, or applicable law.

(c) Breach of any governing document relating to the Corporation, including (but not limited to) the Articles, these Bylaws, and the Charter Agreement.

(d) Inadequate attendance at meetings of the Board of Directors, defined as absence from three (3) consecutive meetings or from at least fifty percent (50%) of such meetings within on (1) calendar year.

Any vacancy on the Board of Directors created by the resignation or removal of a director shall be filled by a majority of the directors then in office.

Section 12. Educational Service Providers. Should the Board of Directors elect to engage an educational service provider ("ESP") to manage the School's operations, no member of the Corporation's Board of Directors or any of their respective spouses or immediate family members may have any direct or indirect ownership, employment, contractual or management interest in such ESP. All members of the Board of Directors shall thoroughly familiarize themselves with the contract between the Corporation and the ESP and the rights and responsibilities of the Corporation vis-à-vis the ESP.

Section 13. Participation via Telephone. Directors may participate in a meeting of the Board of Directors via telephone in accordance with Indiana's Open Door Law.

Section 14. Compensation. No member of the Board of Directors shall receive any compensation for serving in such office; provided that, the Corporation may reimburse any member of the Board for reasonable expenses incurred in connection with service on the Board. Any such reasonable expenses that are not reimbursed by the Corporation shall be construed as a gift to the Corporation.

Section 15. Protocol. The Board of Directors shall use Robert's Rules of Order, including the preparation and board approval of minutes of meetings of the Board of Directors.

ARTICLE V
Committees

The Board of Directors may establish advisory committees having such responsibilities as the Board of Directors shall specify. Members of such committees may, but need not, be members of the Board of Directors. A committee member appointed by the Board of Directors may be removed by the Board of Directors with or without cause. All committee meetings must comply with the Indiana Open Door Law.

ARTICLE VI
Officers

Section 1. In General. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers as the Board of Directors may otherwise elect. An officer may not simultaneously hold more than one (1) office. Each officer shall be elected by the Board of Directors and shall serve for one (1) year, or such other period as prescribed by the directors at the time of such election, and until the officer's successor is elected and qualified.

An officer shall be a member of the Board of Directors. Any officer may be removed by the Board of Directors at any time for cause as that term is defined herein in Article VI, Section 9. Any vacancy in any office shall be filled by the Board of Directors, and any person elected to fill such vacancy shall serve until the expiration of the term vacated and until his or her successor is elected and qualified.

Section 2. President. The President shall have general supervision, management, control and oversight of the business of the Corporation, subject to these Bylaws and subject to the orders of the Board of Directors, and shall, in general, perform all duties usually incident to the office of President or that may be imposed or prescribed by the Board of Directors. The President may enter into and execute any and all certificates, contracts, and other instruments of the Corporation that are approved by the Board of Directors. The President may delegate, as needed, to any other officer any and all duties of the office of President. The President shall also exercise and perform any and all other powers and duties as may be prescribed by the Board of Directors from time to time.

Section 3. Secretary. The Secretary shall be the custodian of all papers, books, and records of the Corporation other than books of account and financial records. The Secretary shall prepare and enter in the minute book the minutes of all meetings of the Board of Directors. The Secretary shall authenticate records of the Corporation as necessary. The Secretary shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.

Section 4. Treasurer. The Treasurer shall prepare and maintain correct and complete records of account showing accurately the financial condition of the Corporation. All notes, securities, and other assets coming into the possession of the Corporation shall be received, accounted for, and placed in safekeeping as the Treasurer may from time to time prescribe. The Treasurer shall furnish, whenever requested by the Board of Directors or the Chair, a statement of the financial condition of the Corporation and shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.

Section 5. Other Officers. Each other officer of the Corporation shall perform such duties as the Board of Directors of the Chair may prescribe.

ARTICLE VII
Property

The property of the Corporation shall be held and applied in promoting the general purposes of the Corporation. No property, including real estate, belonging to the Corporation shall be conveyed or encumbered except by authority of a majority vote of the Board. Any such conveyance or encumbrance shall be executed by the President in the name of the Corporation, and such instrument shall be duly approved by the Secretary or Treasurer of the Corporation.

ARTICLE VIII
Conflicts of Interest

Section 1. General Policy. It is the policy of the Corporation and its Board of Directors that the Corporation's directors, officers, and employees carry out their respective duties in a fashion that avoids actual, potential, or perceived conflicts of interest. The Corporation's directors, officers, and employees shall have the continuing, affirmative duty to report any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling their responsibilities to the Corporation. This policy shall be further subject to the following principles:

(a) Directors, officers, and employees of the Corporation shall conduct their duties with respect to potential and actual grantees, contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the Corporation in a completely impartial manner, without favor or preference based upon any consideration other than the best interests of the Corporation.

(b) Directors, officers, and employees of the Corporation shall not seek or accept for themselves or any of their relatives (including spouses, ancestors, and descendants, whether by whole or half-blood), from any person or business entity that transact or seeks to transact business with the Corporation, any gifts, entertainment, or other favors relating to their positions with the Corporation that exceed common courtesies consistent with ethical and accepted business practices.

(c) If a director, or a director's relative, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transact or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.

(d) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity in which the officer, employee, or his or her relative owns a significant financial interest or by which such officer, employee, or relative is employed, except where such dealings have been disclosed to, and specifically approved and authorized by, the Board of Directors of the Corporation.

(e) The Board or Directors may require the Corporation's directors, officers, or employees to complete annually (or as otherwise scheduled by the Board) a disclosure statement regarding any actual or potential conflict of interest described in these Bylaws. The disclosure statement shall be in such form as may be prescribed by the Board and may include information regarding a person's

participation as a director, trustee, officer, or employee of any other nonprofit organization. The Board of Directors shall be responsible for oversight of all disclosures of failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

Section 2. Effect of Conflict Provisions. The failure of the Corporation, its Board of Directors, or any or all of its directors, officers, or employees to comply with the conflict of interest provisions of these Bylaws shall not invalidate, cancel, void, or make voidable any contract, relationship, action transaction, debt, commitment, or obligation of the Corporation that otherwise is valid and enforceable under applicable law.

ARTICLE IX
Indemnification

Section 1. Indemnification by the Corporation. To the extent not inconsistent with applicable law, every person (and the heirs and personal representatives of such person) who is or was a director, officer, employee, or agent of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding (a) if such person is wholly successful with respect thereto or (b) if not wholly successful, then if such person is determined (as provided in Section 3 of this Article IX) to have acted in good faith, in what he or she reasonably believed to be the best interests of the Corporation (or, in any case not involving the person's official capacity with the Corporation, in what he or she reasonably believed to be not opposed to the best interests of the Corporation), and, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that his or her conduct was lawful (or no reasonable cause to believe that the conduct was unlawful). The termination of any claim, action, suit, or proceeding by judgment, settlement (whether with or without court approval), or conviction, or upon a plea of guilty or of *nolo contendere* or its equivalent, shall not created a presumption that a person did not meet the standards of conduct set forth in this Article XI.

Section 2. Definitions.

(a) As used in this Article IX, the phrase "claim, action, suit, or proceeding" shall include any threatened, pending, or completed claim, civil, criminal, administrative, or investigative action, suit, or proceeding and all appeals thereof (whether brought by or on behalf of the Corporation, any other corporation, or otherwise), whether formal or informal, in which a person (or his or her heirs or personal representatives) may become involved, as a party or otherwise:

(i) By reason of his or her being or having been a director, officer, employee, or agent of the Corporation or of any corporation where he or she served as such at the request of the Corporation, or

(ii) By reason of his or her acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust, or other organization or entity where he or she served as such at the request of the Corporation, or

(iii) By reason of any action taken or not taken by him or her in any such capacity, whether or not he or she continues in such capacity at the time such liability or expense shall have been incurred.

(b) As used in this Article IX, the terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by or on behalf of, a person.

(c) As used in this Article IX, the term "wholly successful" shall mean (i) termination of any action, suit, or proceeding against the person in question without any finding of liability or guilt against him or her,

(ii) approval by a court, with knowledge of the indemnity provided in this Article IX, of a settlement of any action, suit, or proceeding, or

(iii) the expiration of a reasonable period of time after the making of any claim or threat of any action, suit, or proceeding without the institution of the same, without any payment of promise made to induce a settlement.

Section 3. Entitlement to Indemnification. Every person claiming indemnification under this Article IX (other than one who has been wholly successful with respect to any claim, action, suit, or proceeding) shall be entitled to indemnification if (a) special independent legal counsel, which may be regular counsel of the Corporation or any other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called the "referee"), shall deliver to the Corporation a written finding that such person has met the standards of conduct set forth in Section 1 of this Article IX and (b) the Board of Directors, acting upon such written finding, so determines. The person claiming indemnification shall, if requested, appear before the referee and answer questions that the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he or she relies for indemnification. The Corporation shall, at the request of the referee, make available facts, opinions, or other evidence in any way relevant to the referee's findings that is within the possession or control of the Corporation.

Section 4. Relationship to Other Rights. The right of indemnification provided in this Article IX shall be in addition to any rights to which any person may otherwise be entitled.

Section 5. Extent of Indemnification. Irrespective of the provisions of this Article IX, the Board of Directors may, at any time from time to time, approve indemnification of directors, officers, employees, agents, or other persons to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law, whether on account of past or future transactions.

Section 6. Advancement of Expenses. Expenses incurred with respect to any claim, action, suit, or proceeding may be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he or she is entitled to indemnification.

Section 7. Purchase of Insurance. The Board of Directors is authorized and empowered to purchase insurance covering the Corporation's liabilities and obligations under this Article IX and insurance protecting the Corporation's directors, officers, employees, agents, or other persons.

ARTICLE X
Contracts, Checks, Loans, Deposits, and Gifts

Section 1. Contracts. The Board of Directors may authorize one (1) or more officers, agents, or employees of the Corporation to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power to bind the Corporation or to render it liable for any purpose or amount.

Section 2. Checks. All checks, drafts, or other orders for payment of money by the Corporation shall be signed by such person or persons as the Board of Directors may from time to time designate by resolution. Such designation may be general or confined to specific instances.

Section 3. Loans. Unless authorized by the Board of Directors, no loan shall be made by or contracted for on behalf of the corporation and no evidence of indebtedness shall be issued in its name. Such authorization may be general or confined to specific instances.

Section 4. Deposits. All funds of the Corporation shall be deposited to its credit in such bank, banks or depositories as the Board of Directors may designate. Such designation may be general or confined to specific instances.

Section 5. Gifts. The Board of Directors may accept on behalf of the Corporation any gift, grant, bequest, devise, or other contribution for the purpose of the Corporation on such terms and conditions as the Board of Directors shall determine.

ARTICLE XI
Amendments

The power to make, alter, amend, or repeal the Bylaws is vested in the Board of Directors of the Corporation; provided, however, that any proposed substantive alteration, amendment, or repeal of these Bylaws and any amendment to the Articles of Incorporation must be approved in writing by the School's Authorizer prior to the Board of Directors or the Corporation taking any action thereon.

Certificate of Adoption

I, the duly elected Secretary of the Corporation's Board of Directors, hereby certify that these Bylaws were duly adopted by the Board of Directors of the Corporation this _____ day of December, 2018.

_____

Printed Name
Signed By-Laws. Original on file and available upon request

Section 3. Loans. Unless authorized by the Board of Directors, no loan shall be made by or contracted for on behalf of the corporation and no evidence of indebtedness shall be issued in its name. Such authorization may be general or confined to specific instances.

Section 4. Deposits. All funds of the Corporation shall be deposited to its credit in such bank, banks or depositaries as the Board of Directors may designate. Such designation may be general or confined to specific instances.

Section 5. Gifts. The Board of Directors may accept on behalf of the Corporation any gift, grant, bequest, devise, or other contribution for the purpose of the Corporation on such terms and conditions as the Board of Directors shall determine.

ARTICLE XI
Amendments

The power to make, alter, amend, or repeal the Bylaws is vested in the Board of Directors of the Corporation; provided, however, that any proposed substantive alteration, amendment, or repeal of these Bylaws and any amendment to the Articles of Incorporation must be approved in writing by the School's Authorizer prior to the Board of Directors or the Corporation taking any action thereon.

Certificate of Adoption

I, the duly elected Secretary of the Corporation's Board of Directors, hereby certify that these Bylaws were duly adopted by the Board of Directors of the Corporation this 29 day of January, 2019.

Johanna Gregory
Board Seretary

JOHANNA GREGORY
Printed Name

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

SUCCESS BLC OF SOUTH BEND, LTD.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on January 15, 2019, and was in existence or authorized to transact business in the State of Indiana on January 22, 2019.

I further certify this Domestic Nonprofit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 22, 2019

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201901151299421 / 2019858306
All certificates should be validated here: https://bsd.sos.in.gov/ValidateCertificate
Expires on February 21, 2019.

Success BLC of South Bend, Ltd.
83-3194360

Form 1023 Checklist

(Revised December 2017)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

Note: Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

☑ Assemble the application and materials in this order.
- Form 1023 Checklist
- Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
- Form 8821, *Tax Information Authorization* (if filing)
- Expedite request (if requesting)
- Application (Form 1023 and Schedules A through H, as required)
- Articles of organization
- Amendments to articles of organization in chronological order
- Bylaws or other rules of operation and amendments
- Documentation of nondiscriminatory policy for schools, as required by Schedule B
- Form 5768, Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation (if filing)
- All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.

☑ User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.

☑ Employer Identification Number (EIN)

☑ Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
- You must provide specific details about your past, present, and planned activities.
- Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
- Describe your purposes and proposed activities in specific easily understood terms.
- Financial information should correspond with proposed activities.

☑ Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.

Schedule A	Yes ___	No ✓	Schedule E	Yes ___	No ✓
Schedule B	Yes ✓	No ___	Schedule F	Yes ___	No ✓
Schedule C	Yes ___	No ✓	Schedule G	Yes ___	No ✓
Schedule D	Yes ___	No ✓	Schedule H	Yes ___	No ✓

Success BLC of South Bend, Ltd.
83-3194360

☑ An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
- Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) **Page 1, Article II, PP 1**
- Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law **Page 2, Article VII, PP 1**

☑ Signature of an officer, director, trustee, or other official who is authorized to sign the application.
- Signature at Part XI of Form 1023.

☑ Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
Attention: EO Determination Letters
Stop 31
P.O. Box 12192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
Attention: EO Determination Letters
Stop 31
201 West Rivercenter Boulevard
Covington, KY 41011

Form **2848**
(Rev. January 2018)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

▶ Go to *www.irs.gov/Form2848* for instructions and the latest information.

OMB No. 1545-0150

For IRS Use Only
Received by:
Name
Telephone
Function
Date / /

Part I Power of Attorney

Caution: A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address	Taxpayer identification number(s)	
Success BLC of South Bend, Ltd. 250 Washington Avenue Grand Haven, MI 49417	83-3194360	
	Daytime telephone number 616-847-1000	Plan number (if applicable) 616-847-1619

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address	CAF No. / PTIN / Telephone No. / Fax No.
Douglas J. McNeil 250 Washington Avenue Grand Haven, MI 49417	Telephone No. 616-847-1000 Fax No. 616-847-1619
Check if to be sent copies of notices and communications ☐	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address	CAF No. / PTIN / Telephone No. / Fax No.
Check if to be sent copies of notices and communications ☐	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address	CAF No. / PTIN / Telephone No. / Fax No.
(**Note:** IRS sends notices and communications to only two representatives.)	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address	CAF No. / PTIN / Telephone No. / Fax No.
(**Note:** IRS sends notices and communications to only two representatives.)	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

3 Acts authorized (you are required to complete this line 3). With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)
Application for Tax Exemption	Form 1023	2019-2020

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for **Line 4. Specific Use Not Recorded on CAF** . . . . . ▶ ☐

5a Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information): ☐ Access my IRS records via an Intermediate Service Provider;

☐ Authorize disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return;

☐ Other acts authorized:

Success BLC of South Bend, Ltd.
83-3194360

b Specific acts not authorized. My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.
List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b):

6 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here . . . . . ▶ ☐
YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 Signature of taxpayer. If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the legal authority to execute this form on behalf of the taxpayer.
▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.

Signature	Date	Title (if applicable)
	1/29/19	Board Vice President

Print Name	Print name of taxpayer from line 1 if other than individual
Harold Swanagan	Success BLC of South Bend, Ltd.

Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:

a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
b Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
c Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
d Officer—a bona fide officer of the taxpayer organization.
e Full-Time Employee—a full-time employee of the taxpayer.
f Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). ***See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.***
k Qualifying Student—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.

Note: For designations d–f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation—Insert above letter (a–r).	Licensing jurisdiction (State) or other licensing authority (if applicable).	Bar, license, certification, registration, or enrollment number (if applicable).	Signature	Date
a	Michigan	P34321		1-29-2019

Form **1023**
(Rev. December 2017)
Department of the Treasury
Internal Revenue Service

Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code

▶ **Do not enter social security numbers on this form as it may be made public.**
▶ **Go to *www.irs.gov/Form1023* for instructions and the latest information.**

OMB No. 1545-0056

Note: If exempt status is approved, this application will be open for public inspection.

*Use the instructions to complete this application and for a definition of all **bold** items.* For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at ***www.irs.gov*** for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I – XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your **organizing document**)

Success BLC of South Bend, Ltd.

2 c/o Name (if applicable)

3 **Mailing address** (Number and street) (see instructions) | Room/Suite

250 Washington Avenue

City or town, state or country, and ZIP + 4

Grand Haven, MI 49417

4 Employer Identification Number (EIN)

83-3194360

5 Month the annual accounting period ends (01 – 12)

06

6 Primary contact (officer, director, trustee, or **authorized representative**)

a Name:

Douglas J. McNeil, Attorney

b Phone: 616-847-1000

c Fax: (optional) 616-847-1619

7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, *Power of Attorney and Declaration of Representative,* with your application if you would like us to communicate with your representative. ☑ **Yes** ☐ **No**

8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role. ☐ **Yes** ☑ **No**

9a Organization's website: N/A

b Organization's email: (optional)

10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ. ☐ **Yes** ☑ **No**

11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY) 01 / 15 / 2019

12 Were you formed under the laws of a **foreign country**? ☐ **Yes** ☑ **No**
If "Yes," state the country.

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. See instructions. **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

1	Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification.	☑ Yes	☐ No
2	Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application.	☐ Yes	☑ No
3	Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.	☐ Yes	☑ No
4a	Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.	☐ Yes	☑ No
b	Have you been funded? If "No," explain how you are formed without anything of value placed in trust.	☐ Yes	☐ No
5	Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected.	☑ Yes	☐ No

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

1	Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): **Articles of Incorporation: Page 1, Article II**	☑
2a	Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.	☑
b	If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. **Articles of Incorporation: Page 2, Article VII**	
c	See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:	☐

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past, present,* and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Harold Swanagan	Director	113 Joyce Center Notre Dame, IN 46556	$0
Kristen Kinder	Director	17350 Darden Road South Bend, IN 46635	$0
Johanna Gregory	Director	54440 Mystique Drive Mishawaka, IN 46545	$0

Part V **Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors** *(Continued)*

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than $50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
N/A			

c List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than $50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Success Learning Management, LLC	Educational Service Provider or Educational Management Organizatio	250 Washinton Avenue Grand Haven, MI 49417	$183,000
Edgenuity	Curriculum provider	8860 Chepperal Road Scottsdale, AZ 85250	$75,000
Staffing Service	Staffing provider		To Be Determined

The following "Yes" or "No" questions relate to *past, present,* or *planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

2a	Are any of your officers, directors, or trustees **related** to each other through **family** or **business relationships**? If "Yes," identify the individuals and explain the relationship.	☐ Yes	☑ No
b	Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees.	☐ Yes	☑ No
c	Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship.	☐ Yes	☑ No
3a	For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.		
b	Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement.	☐ Yes	☑ No
4	In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.		
a	Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy?	☑ Yes	☐ No
b	Do you or will you approve compensation arrangements in advance of paying compensation?	☑ Yes	☐ No
c	Do you or will you document in writing the date and terms of approved compensation arrangements?	☑ Yes	☐ No

Part V **Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors** *(Continued)*

d	Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?	☑ Yes	☐ No
e	Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	☑ Yes	☐ No
f	Do you or will you record in writing both the information on which you relied to base your decision and its source?	☑ Yes	☐ No
g	If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.		
5a	Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.	☑ Yes	☐ No
b	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?		
c	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves? **Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.		
6a	Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	☑ Yes	☐ No
b	Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than $50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	☐ Yes	☑ No
7a	Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases.	☐ Yes	☑ No
b	Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.	☐ Yes	☑ No
8a	Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.	☐ Yes	☑ No
b	Describe any written or oral arrangements that you made or intend to make.		
c	Identify with whom you have or will have such arrangements.		
d	Explain how the terms are or will be negotiated at arm's length.		
e	Explain how you determine you pay no more than fair market value or you are paid at least fair market value.		
f	Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.		
9a	Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.	☐ Yes	☑ No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors *(Continued)*

b Describe any written or oral arrangements you made or intend to make.

c Identify with whom you have or will have such arrangements.

d Explain how the terms are or will be negotiated at arm's length.

e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.

f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present,* and *planned* activities. See instructions.

1a	In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.	☑ **Yes**	☐ **No**
b	In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations.	☐ **Yes**	☑ **No**
2	Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.	☑ **Yes**	☐ **No**
3	Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.	☐ **Yes**	☑ **No**

Part VII Your History

The following "Yes" or "No" questions relate to your history. See instructions.

1	Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," complete Schedule G.	☐ **Yes**	☑ **No**
2	Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E.	☐ **Yes**	☑ **No**

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present,* and *planned* activities. See instructions.

1	Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain.	☐ **Yes**	☑ **No**
2a	Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a.	☐ **Yes**	☑ **No**
b	Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities.	☐ **Yes**	☐ **No**
3a	Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data.	☐ **Yes**	☑ **No**
b	Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements.	☐ **Yes**	☑ **No**
c	List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.		

Part VIII Your Specific Activities *(Continued)*

4a Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. See instructions. ☑ Yes ☐ No

- ☐ mail solicitations
- ☐ email solicitations
- ☐ personal solicitations
- ☐ vehicle, boat, plane, or similar donations
- ☑ foundation grant solicitations
- ☐ phone solicitations
- ☑ accept donations on your website
- ☐ receive donations from another organization's website
- ☑ government grant solicitations
- ☐ Other

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☐ Yes ☑ No

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ Yes ☑ No

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ Yes ☑ No

5 Are you **affiliated** with a governmental unit? If "Yes," explain. ☑ Yes ☐ No

6a Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ Yes ☑ No

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☑ Yes ☐ No

b Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☑ Yes ☐ No

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ Yes ☑ No

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ Yes ☑ No

b Do you provide childcare so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

c Of the children for whom you provide childcare, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☐ Yes ☑ No

Part VIII Your Specific Activities *(Continued)*

11	Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.	☐ Yes	☑ No
12a	Do you or will you operate in a **foreign country** or **countries?** If "Yes," answer lines 12b through 12d. If "No," go to line 13a.	☐ Yes	☑ No
b	Name the foreign countries and regions within the countries in which you operate.		
c	Describe your operations in each country and region in which you operate.		
d	Describe how your operations in each country and region further your exempt purposes.		
13a	Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.	☐ Yes	☑ No
b	Describe how your grants, loans, or other distributions to organizations further your exempt purposes.		
c	Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.	☐ Yes	☐ No
d	Identify each recipient organization and any **relationship** between you and the recipient organization.		
e	Describe the records you keep with respect to the grants, loans, or other distributions you make.		
f	Describe your selection process, including whether you do any of the following.		
	(i) Do you require an application form? If "Yes," attach a copy of the form.	☐ Yes	☐ No
	(ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.	☐ Yes	☐ No
g	Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.		
14a	Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.	☐ Yes	☑ No
b	Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.		
c	Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.	☐ Yes	☐ No
d	Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.	☐ Yes	☐ No
e	Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.	☐ Yes	☐ No
f	Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.	☐ Yes	☐ No

Part VIII Your Specific Activities *(Continued)*

15	Do you have a **close connection** with any organizations? If "Yes," explain.	☐ **Yes**	☑ **No**
16	Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain.	☐ **Yes**	☑ **No**
17	Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain.	☐ **Yes**	☑ **No**
18	Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain.	☐ **Yes**	☑ **No**
19	Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.	☑ **Yes**	☐ **No**
20	Is your main function to provide **hospital** or **medical care**? If "Yes," complete Schedule C.	☐ **Yes**	☑ **No**
21	Do you or will you provide **low-income housing** or housing for the **elderly** or **handicapped**? If "Yes," complete Schedule F.	☐ **Yes**	☑ **No**
22	Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. **Note: Private foundations** may use Schedule H to request advance approval of individual grant procedures.	☐ **Yes**	☑ **No**

Form 1023 (Rev. 12-2017) Name: **Success BLC of South Bend, Ltd.** EIN: **83-3194360** Page **9**

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years.

1. If in existence less than 5 years, complete the statement for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of:
   a. Three years of financial information if you have not completed one tax year, or
   b. Four years of financial information if you have completed one tax year. See instructions.
2. If in existence 5 or more years, complete the schedule for the most recent 5 tax years. You will need to provide a separate statement that includes information about the most recent 5 tax years because the data table in Part IX has not been updated to provide for a 5th year. See instructions.

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			
		(a) From 2019 To 2020	(b) From 2020 To 2021	(c) From 2021 To 2022	(d) From To	(e) Provide Total for (a) through (d)
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)					
	2 Membership fees received					
	3 Gross investment income					
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)					
	8 Total of lines 1 through 7					
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	1,222,422	3,115,375	5,081,887		9,419,684
	10 Total of lines 8 and 9	1,222,422	3,115,375	5,081,887		9,419,684
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)					
	12 **Unusual grants**					
	13 Total Revenue Add lines 10 through 12	1,222,422	3,115,375	5,081,887		9,419,684
Expenses	14 Fundraising expenses					[redacted]
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)					
	16 Disbursements to or for the benefit of members (attach an itemized list)					
	17 Compensation of officers, directors, and trustees					
	18 Other salaries and wages	246,000	609,677	1,054,283		
	19 Interest expense	62,627	113,588	110,702		
	20 Occupancy (rent, utilities, etc.)	130,650	345,102	435,081		
	21 Depreciation and depletion	20,000	40,000	45,000		
	22 Professional fees	22,500	36,175	35,746		
	23 Any expense not otherwise classified, such as program services (attach itemized list)	691,687	1,941,700	3,071,109		
	24 Total Expenses Add lines 14 through 23	1,173,464	3,086,242	4,751,921		

Part IX Financial Data *(Continued)*

B. Balance Sheet (for your most recently completed tax year) — Year End: 2018 (Whole dollars)

	Assets		
1	Cash	1	0
2	Accounts receivable, net	2	0
3	Inventories	3	0
4	Bonds and notes receivable (attach an itemized list)	4	0
5	Corporate stocks (attach an itemized list)	5	0
6	Loans receivable (attach an itemized list)	6	0
7	Other investments (attach an itemized list)	7	0
8	Depreciable and depletable assets (attach an itemized list)	8	0
9	Land	9	0
10	Other assets (attach an itemized list)	10	0
11	Total Assets (add lines 1 through 10)	11	0
	Liabilities		
12	Accounts payable	12	0
13	Contributions, gifts, grants, etc. payable	13	0
14	Mortgages and notes payable (attach an itemized list)	14	0
15	Other liabilities (attach an itemized list)	15	0
16	Total Liabilities (add lines 12 through 15)	16	0
	Fund Balances or Net Assets		
17	Total fund balances or net assets	17	0
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18	0

19 Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. ☐ Yes ☑ No

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. See instructions.

1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. ☐ Yes ☑ No

b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☐

2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ Yes ☐ No

3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ Yes ☐ No

4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☐ Yes ☐ No

5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.

The organization is not a private foundation because it is:

a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐

b 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B. ☑

c 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐

d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, h, or i or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐

Part X Public Charity Status *(Continued)*

e 509(a)(4) – an organization organized and operated exclusively for testing for public safety. ☐

f 509(a)(1) and 170(b)(1)(A)(iv) – an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐

g 509(a)(1) and 170(b)(1)(A)(ix) – an agricultural research organization directly engaged in the continuous active conduct of agricultural research in conjunction with a college or university. ☐

h 509(a)(1) and 170(b)(1)(A)(vi) – an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐

i 509(a)(2) – an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐

j A publicly supported organization, but unsure if it is described in 5h or 5i. You would like the IRS to decide the correct status. ☐

6 If you checked box h, i, or j in question 5 above, and you have been in existence more than 5 years, you must confirm your public support status. Answer line 6a if you checked box h in line 5 above. Answer line 6b if you checked box I in line 5 above. If you checked box j in line 5 above, answer both lines 6a and 6b.

a (i) Enter 2% of line 8, column (e) on Part IX-A Statement of Revenues and Expenses _____

(ii) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," state this.

b (i) For each year amounts are included on lines 1, 2, and 9 of Part IX-A Statement of Revenues and Expenses, attach a list showing the name and amount received from each **disqualified person**. If the answer is "None," state this.

(ii) For each year amounts were included on line 9 of Part IX-A Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of Line 10, Part IX-A Statement of Revenues and Expenses, or (2) $5,000. If the answer is "None," state this.

7 Did you receive any unusual grants during any of the years shown on Part IX-A Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ **Yes** ☑ **No**

Part XI User Fee Information and Signature

You must include the correct user fee payment with this application. If you do not submit the correct user fee, we will not process the application and we will return it to you. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at *www.irs.gov* and type "Exempt Organizations User Fee" in the search box, or call Customer Account Services at 1-877-829-5500 for current information.

Enter the amount of the user fee paid: $600

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here

(Signature of Officer, Director, Trustee, or other authorized official)

Harold Swanagon
(Type or print name of signer)

Board Vice President
(Type or print title or authority of signer)

1/29/19
(Date)

Schedule B. Schools, Colleges, and Universities

If you operate a school as an activity, complete Schedule B

Section I Operational Information

1a	Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? If "No," do not complete the remainder of Schedule B.	☑ Yes	☐ No
b	Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school. If "No," do not complete the remainder of Schedule B.	☑ Yes	☐ No
2a	Are you a public school because you are operated by a state or subdivision of a state? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B.	☐ Yes	☑ No
b	Are you a public school because you are operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated wholly or predominantly from government funds or property. Submit a copy of your funding agreement regarding government funding. Do not complete the remainder of Schedule B.	☑ Yes	☐ No
3	In what public school district, county, and state are you located?		
4	Were you formed or substantially expanded at the time of public school desegregation in the above school district or county?	☐ Yes	☐ No
5	Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain.	☐ Yes	☐ No
6	Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain.	☐ Yes	☐ No
7	Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," explain how that entity is selected, explain how the terms of any contracts or other agreements are negotiated at arm's length, and explain how you determine that you will pay no more than fair market value for services. **Note:** Make sure your answer is consistent with the information provided in Part VIII, line 7a.	☐ Yes	☐ No
8	Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. **Note:** Answer "Yes" if you manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.	☐ Yes	☐ No

Section II Establishment of Racially Nondiscriminatory Policy

Information required by **Revenue Procedure 75-50.**

1	Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? If "Yes," state where the policy can be found or supply a copy of the policy. If "No," you must adopt a nondiscriminatory policy as to students before submitting this application. See Pub. 557.	☐ Yes	☐ No
2	Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy?	☐ Yes	☐ No
a	If "Yes," attach a representative sample of each document.		
b	If "No," by checking the box to the right you agree that all future printed materials, including website content, will contain the required nondiscriminatory policy statement.	▶ ☐	
3	Have you published a notice of your nondiscriminatory policy in a newspaper of general circulation that serves all racial segments of the community? See the instructions for specific requirements. If "No," explain.	☐ Yes	☐ No
4	Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to admissions; use of facilities or exercise of student privileges; faculty or administrative staff; or scholarship or loan programs? If "Yes," for any of the above, explain fully.	☐ Yes	☐ No

Schedule B. Schools, Colleges, and Universities *(Continued)*

5 Complete the table below to show the racial composition for the current academic year and projected for the next academic year, of: (a) the student body, (b) the faculty, and (c) the administrative staff. Provide actual numbers rather than percentages for each racial category.

If you are not operational, submit an estimate based on the best information available (such as the racial composition of the community served).

Racial Category	(a) Student Body		(b) Faculty		(c) Administrative Staff	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
Total						

6 In the table below, provide the number and amount of loans and scholarships awarded to students enrolled by racial categories.

Racial Category	Number of Loans		Amount of Loans		Number of Scholarships		Amount of Scholarships	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
Total								

7a Attach a list of your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations.

b Do any of these individuals or organizations have an objective to maintain segregated public or private school education? If "Yes," explain. ☐ **Yes** ☐ **No**

8 Will you maintain records according to the nondiscrimination provisions contained in Revenue Procedure 75-50? If "No," explain. See instructions. ☐ **Yes** ☐ **No**

Attachment 1 to IRS Form 1023

Application for Recognition of Exemption

Success BLC of South Bend, Ltd.

EIN – 83-3194360

1. Response to Part IV:

The applicant intends to operate an alternative public charter high-school providing grades 9-12 to serve the greater South Bend, Indiana, area. The facility for the new school is still in the process of being selected, but it is intended to be in a location to conveniently serve the "at risk" student population which is the focus of the school's mission. That said, as a public charter school, the applicant is required to enroll all students wishing to participate in its educational program unless the established enrollment limitations have been reached.

The academic program which the applicant intends to offer is a unique blended learning model, with students receiving most of their instruction online while at the same time being offered the option of seeking personal, one-on-one instructional assistance from teachers at the school's brick and mortar resource center.

A full description of the applicant's academic program and operations is included on the supporting descriptive outline which has been provided to the applicant's prospective authorizer, Ball State University charter schools office.

2. Response to Part V(5)(a):

The Conflict of Interest Policy is included as Article VIII in the Bylaws of the applicant included with this Form 1023, which Bylaws were adopted by the board of directors at the initial organizational meeting held on January 29, 2019.

3. Response to Part V(6)(a):

The fees payable to the primary management company (Success Learning Management, LLC) will be a percentage (15%) of the state and federal funds received by the applicant to support the operations of the school. The fees payable to the primary curriculum provider (Edgenuity) will be based upon the number of students enrolled in the applicant's educational program. These arrangements are standard practice in the public charter school industry, with the level of compensation ultimately being restricted by the enrollment levels permitted by the authorizer of the academy board.

4. Response to Part VI(1)(a):

As previously described in applicant's detailed response to Part IV, application will provide educational services and programs to South Bend, Indiana, area youth ages 16-20.

5. Response to Part VI(2):

As previously described in applicant's response to Part IV and Part VI(1)(a), the applicant limits the provision of its educational services and programs to youth ages 16-20 residing in the greater South Bend, Indiana, area.

6. Response to Part VIII:

The applicant intends to apply for a grant through the Indiana Department of Education through a program funded by the U.S. Department of Education for the planning and implementation of new charter school initiatives. Because of its focus on the "at risk" student community and the success that this model has shown, it is hoped that applicant will be an eligible recipient of such funds after receiving a formal authorizing commitment from Ball State University.

The applicant intends to monitor its eligibility for foundation grant opportunities on a continuous basis. As the applicant's blended-learning educational model is somewhat unique and has shown success in encouraging high-school drop-outs to become reengaged in public education, foundations whose purpose is to serve the "at risk" youth will be the likely focus of applicant's activities in this area.

Finally, the applicant's website will include a statement soliciting donations and facilitate electronic donations via a PayPal or other online credit arrangements.

7. Response to Part VIII(5):

The applicant has applied to Ball State University's charter school office to operate a public charter school in the State of Indiana. Ball State University is a part of the public university system supported by the State of Indiana and is subject to certain oversight and control by the Indiana General Assembly. The charter school contract which applicant has applied for from Ball State University if formalized would make the applicant's continued operation as a public charter school contingent upon meeting the ongoing terms, conditions and requirements included in the charter school contract. While the charter school contract remains in effect and the applicant's school continues to operate, Ball State University will collect three percent (3%) of the applicant's state school aid funds as the authorizer's oversight fee.

8. Response to Part VIII(7)(a) and (b):

The development and operations of any physical facilities utilized by the applicant for the provision of its educational program will be overseen and managed by Success learning Management, LLC, the primary educational service provider of the applicant. There is no business or family relationship between Success Learning Management, LLC, and any of the officers or directors of the applicant.

9. Response to Schedule B, Section1(1)(b)

The applicant will operate a secondary school serving grades 9-12.

Success BLC of South Bend, Ltd.
83-3194360

10. Response to Schedule B, Section 1(2)(b):

As a public charter school, applicant expects to receive predominantly all its operating funds from government sources controlled either by the State of Indiana Department of Education or the U.S. Department of Education. The funding agreement or the agreement which essentially qualifies the applicant to receive public funding will be the charter school agreement ("Charter Contract") between the applicant and Ball State University, after such agreement has been reviewed, approved and processed by the Indiana Department of Education. A copy of the Charter Contract can be forwarded to the IRS once same is formalized.

11. Response to Part IX(23):

	2019	2020	2021
Expenses			
Employee Benefits and Payroll Taxes	129,771	344,980	570,531
Authorizer Fees	36,673	93,461	152,457
Administrative Fees EMO	122,242	467,306	762,283
Contractual Services -			
Professional Fees - Marketing	107,478	134,343	195,114
Professional Development	12,500	37,500	91,666
Professional Fees - Accounting Services	18,724	71,428	111,005
Professional Fees - HR and Recruitment	36,811	168,269	266,594
Professional Fees - Pupil Accounting and SIS	16,484	71,854	113,751
Professional Fees - Information and Technology	101,400	112,892	110,676
Consultation and Developments	-	-	15,000
Supplies and Material	81,354	333,077	501,312
Insurance	10,000	23,100	27,750
Operating Supplies	17,050	81,954	151,511
Bank Fees	1,200	1,536	1,460
Total Expenses	691,687	1,941,700	3,071,109

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-17-2019

Employer Identification Number:
83-3194360

Form: SS-4

Number of this notice: CP 575 A

SUCCESS BLC OF SOUTH BEND LTD
% DOUGLAS J MCNEIL
250 WASHINGTON AVENUE
GRAND HAVEN, MI 49417

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-3194360. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2019
Form 940	01/31/2020

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

Success BLC of South Bend, Ltd.
83-3194360

(IRS USE ONLY) 575A 01-17-2019 SUCC B 9999999999 SS-4

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SUCC. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 01-17-2019
EMPLOYER IDENTIFICATION NUMBER: 83-3194360
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SUCCESS BLC OF SOUTH BEND LTD
% DOUGLAS J MCNEIL
250 WASHINGTON AVENUE
GRAND HAVEN, MI 49417

USER FEE PAYMENT FOR:
SUCCESS BLC OF SOUTH BEND, LTD
83-3194360

2143

MCNEIL & ASSOCIATES, P.C.
IOLTA ACCOUNT
250 WASHINGTON AVE.
GRAND HAVEN, MI 49417

TALMER
BANK AND TRUST™
74-1425/724

01/30/2019

PAY TO THE ORDER OF United States Treasury $ **600.00

Six hundred and 00/100********** DOLLARS

United States Treasury
Internal Revenue Service
PO Box 802501
Cincinnati, OH 45280-2501

AUTHORIZED SIGNATURE

MEMO 1023 - Success BLC of South Bend, Ltd 83-3194360

Security features. Details on back.

⑈002143⑈ ⑆072414255⑆ 858701030⑈

State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of

SUCCESS BLC OF SOUTH BEND, LTD.

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, January 15, 2019.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 16, 2019

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201901151299421 / 8151634

To ensure the certificate's validity, go to https://bsd.sos.in.gov/PublicBusinessSearch

Approved and Filed
201901151299421/8151634
Filing Date: 01/16/2019
Effective :01/15/2019 09:57
CONNIE LAWSON
Indiana Secretary of State

ARTICLES OF INCORPORATION
DOMESTIC NONPROFIT CORPORATION

State Form 4162 (R19 / 7-16)

Indiana Code 23-17-3-2
23-0.5-9-14

FILING FEE: $50.00

ARTICLES OF INCORPORATION

The undersigned, desiring to form a Corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I – NAME AND PRINCIPAL OFFICE

Name of the Corporation: *(The name must include the word Corporation, Incorporated, Limited, Company or an abbreviation thereof.)*
Success BLC of South Bend, Ltd.

Address of Principal Office *(number and street)*	City	State	ZIP code
11 South Meridian Street	Indianapolis	IN	46204-3535

ARTICLE II – STATEMENT OF PURPOSE

The purposes for which the Corporation is formed are:
Specific language is required by the IRS in this article in order to be approved for 501(c) status. Contact the IRS for assistance.

(See Attachment A)

ARTICLE III – TYPE OF CORPORATION *(CHECK ONLY ONE.)*

The Corporation is a:

- ☑ public benefit corporation, which is organized for a public or charitable purpose;
- ☐ religious corporation, which is organized primarily or exclusively for religious purposes; or
- ☐ mutual benefit corporation *(all others)*.

ARTICLE IV – REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to INBIZ.in.gov.

Electronic Service of Process Information

Sending an e-mail to the e-mail address provided by a registered agent is NOT sufficient to effectuate valid service of process.

The Secretary of State is currently collecting a service of process e-mail address for registered agents under IC 23-0.5-4-3. Until the Indiana Supreme Court writes rules and develops a technical solution, valid service may not be effectuated electronically.

If you do not want to provide a service of process e-mail address, you may choose to use a commercial registered agent. Because all commercial registered agents are required to have a service of process e-mail address on record with the Secretary of State, choosing to use a commercial registered agent means that you are not required to provide another service of process e-mail address.

Provide either commercial registered agent or noncommercial registered agent information below.

☑ Commercial registered agent	Name of registered agent *(Do not provide address.)* Heather Willey
OR	
☐ Noncommercial registered agent	Name of registered agent

Address *(number and street) (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)*	City	State	ZIP code
11 South Meridian Street	Indianapolis	IN	46204-3535

E-mail address of the registered agent at which the registered agent will accept electronic service of process
heather.willey@btlaw.com

☑ By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Incorporation has consented to the appointment of Registered Agent.

ARTICLE V – MEMBERSHIP

Indicate if Corporation will have members. ☐ Yes ☑ No members

IN SEC OF STATE RCVD
JAN 15 '19 AM 9:57

Approved and Filed
201901151299421/8151634
Filing Date: 01/16/2019
Effective :01/15/2019 09:57
CONNIE LAWSON
Indiana Secretary of State

ARTICLE VI – INCORPORATOR(S) ***(INCORPORATORS MAY NEVER BE AMENDED.)***

The names and addresses of the officers of the incorporators is/are as follows:

Name	Number and Street or Building	City	State	ZIP code
Douglas J. McNeil	250 Washington Avenue	Grand Haven	MI	49417

ARTICLE VII – DISTRIBUTION OF ASSETS ON DISSOLUTION OR FINAL LIQUIDATION

Please note: This section must be completed.

Refer to Indiana Code 23-17-22-5 for permitted activities following Dissolution:
Specific language is required by the IRS in this article in order to be approved for 501(c) status. Contact the IRS for assistance.

Article VIII - Regulation of Internal Affairs
(See Attachment A)

SIGNATURE

In witness whereof, the undersigned Incorporator (Title) of said Corporation

executes this document, and verifies subject to penalties of perjury, that the facts contained herein are true,

this 11th day of January, 2019.

Signature	Printed name
	Douglas J. McNeil

Attachment 13 - Signed Assurances

Statement of Assurances

The charter school (Organizer) agrees to comply to all of the following provisions: (*Read and check)*

☑ 1. A resolution or motion has been adopted by the charter school Organizer's governing body that authorizes the submission of this application, including all understanding and assurances contained herein, directing and authorizing the Organizer's designated representative to act in connection with the application and to provide such additional information as required.

☑ 2. Organizer operates (or will operate if not yet open) a charter school in compliance with all federal and state laws, including the Indiana Charter Schools Law as described in all relevant sections of IC § 20-24.

☑ 3. Organizer will comply with the Open Door Law as described in IC § 5-14-1.5.

☑ 4. Organizer will, for the life of the charter, participate in all data reporting and evaluation activities as required by Ball State University (BSU) and the Indiana Department of Education. See in particular IC § 20-20-8-3 and relevant sections of IC § 20-24.

☑ 5. Organizer will comply with all relevant federal laws including, but not limited to, the *Age Discrimination in Employment Act* of 1975, Title VI of the *Civil Rights Act* of 1964, Title IX of the *Education Amendments of 1972*, section 504 of the *Rehabilitation Act* of 1973, Part B of the *Individuals with Disabilities Education Act,* and section 427 of the *General Education Provision Act.*

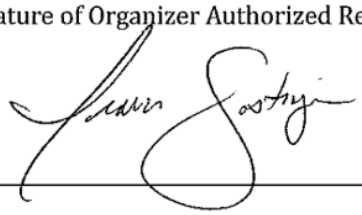
☑ 6. Organizer will comply with all provisions of the Non regulatory Guidance—Public Charter Schools Program of the U.S. Department of Education, which includes the use of a lottery for enrollment if the charter school is oversubscribed, as well as with applicable Indiana law. See also relevant sections of IC § 20-24.

☑ 7. Organizer shall ensure that a student's records, and, if applicable, a student's individualized education program as defined at 20 U.S.C. § 1401(14) of the *Individuals with Disabilities Education Act,* will follow the student, in accordance with applicable federal and state law.

☑ 8. Organizer will comply with all provisions of the *No Child Left Behind Act,* including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option, the Family Educational Rights and Privacy Act (FERPA) and assessments.

☑ 9. Organizer shall maintain accounting records and other evidence pertaining to costs incurred, with the provision that the records shall be kept available by the grantee during the grant period and thereafter for five full years from the date of final payment. BSU must be permitted to audit, review, and inspect the grantee's activities, books, documents, papers and other records relating to the expenditures of grant proceeds. The Organizer further agrees to comply with all federal and state audit requirements and ensures that arrangements have been made to finance those mandatory audits

☑ 10. Organizer will at all times maintain all necessary and appropriate insurance coverage. ☑ 11. Organizer will maintain compliance with all applicable BSU policies, including the BSU Policy Regarding Organizer Governance. ☑ 12. Organizer is required to keep and maintain all equipment purchased with grant funds in accordance with federal law and regulation. ☑ 13. Organizer will comply with the federal McKinney-Vento Homeless Assistance Act, 42 USC 11431, for homeless students, as well as the Individuals with Disabilities Education Act and 511 IAC 7-43-1(u), if and as applicable. ☑ 14. Organizer understands that if any findings of misuse of funds are discovered the said funds must be returned to BSU, and BSU may revoke the charter if it deems that the recipient is not fulfilling the academic goals and fiscal management outlined in the charter. ☑ 15. Organizer will indemnify and hold harmless BSU, the Indiana Department of Education, the State of Indiana, all school corporations providing funds to the charter school (if applicable), and their officers, directors, agents and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the charter school or its operation.
Signature
I, the undersigned, do hereby agree to the assurances contained above.

Signature of Organizer Authorized Representative	Date
	December 12, 2018

Attachment 14 - Board Members Forms and Conflict of Interest Documents

Charter School Board Member Information Form (To be completed individually by each proposed charter school board member. All forms must be signed by hand.)

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, BSU requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Background

1. Name of charter school on whose Board of Directors you intend to serve: **Success Blended Learning Centers South Bend Charter School**

2. **Kristen Kinder**

17350 Darden Road

South Bend, IN 46635

574-229-1589

3. Brief educational and employment history. (No narrative response is required if resume and professional biography are attached to the application.) **Resume and professional biography are provided.**

4. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. **NO**

5. Why do you wish to serve on the board of the proposed charter school? **As a former educator, I know that there are students that can get lost in the system and this seems to be an innovative way to help serve those who are most at-risk.**

6. What is your understanding of the appropriate role of a public charter school board member? **Board members have a few main targets: keeping the mission, setting policy, adopting the budget, and evaluating the management company.**

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member. **While I have never served on a board before, I was an educator at a public high school for 11 years and my husband still works as a teacher. I have a soft spot for helping youth and still keep in contact with many former students.**

8. Describe the specific knowledge and experience that you would bring to the board. **I am organized, dedicated, and will focus on completing the mission of providing a safe and positive learning environment for each student to be successful.**

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs? **The mission is to provide a safe and positive environment for a student to succeed, especially for those most at-risk or underserved in traditional public school settings.**

2. What is your understanding of the school's proposed educational program? **My understanding is that the focus will be on one subject at a time and students will be given a laptop and wifi hotspot, giving flexibility to do coursework at any time. The school will also provide teachers and learning coaches for both educational and emotional support.**

3. What do you believe to be the characteristics of a successful school? **Focus on student achievement and job or college readiness; increased enrollment each year; prepare students for life beyond Success BLC.**

4. How will you know that the school is succeeding (or not) in its mission? **The school will be succeeding in its mission if students are successful (both academically and as they grow emotionally and socially) in their time at Success BLC. That will be further reinforced as we see students succeed beyond their time at Success BLC.**

Governance

1. Describe the role that the board will play in the school's operation. **The board will hold regular meetings to review the management of the business, property, and affairs of the corporation.**

2. How will you know if the school is successful at the end of the first year of operation? **If we have positively affected the life of just 1 student who wouldn't have continued their education otherwise, I would consider**

the school successful. I realize that is an oversimplification of the goal. I would hope to see increased enrollment after the first year, improved test scores, and students dedicated to continuing their education and seeing it to completion.

3. How will you know at the end of four years if the school is successful? **I would expect everything I mentioned in the above question to have magnified exponentially.**

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful? **It is imperative that Success BLC has successful community relationships in order to combine practical learning options with internships and mentorships with local businesses, leaders, and community organizations.**

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school? **I would raise my concerns with the project team.**

Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship. ☐ I / we do not know any such trustees. ☐ **Yes- I know Harold Swanagan. He was a player for a semi-professional basketball team more than 10 years ago. I was a cheerleader/employee of the organization as well. I also know Johanna Gregory. She and I taught Spanish together at Penn High School for a number of years, 7 or 8. We also have volunteered as performers together at Elkhart Civic Theatre.**

2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
I / we do not know any such employees. ☐ Yes

3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of some entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. **I / we do not know any such persons.** ☐ Yes

4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted. **I / we do not anticipate conducting any such business.** ☐ Yes

5. If the school intends to contract with an education service provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship. ☐

Not applicable because the school does not intend to contract with an education service provider or school management organization.

I / we do not know any such persons. ☐ Yes

6. If the school intends to contract with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description. ☐ N/A ☐ **I / we have no such interest.** ☐ Yes

7. If the school plans to contract with an education service provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted. ☐ N/A ☐ **I / we or my family do not anticipate conducting any such business.** ☐ Yes

8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate. **Does not apply to me, my spouse or family.**

9. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board. ☐ **None** ☐ Yes **Certification**

I, **Kristen Kinder**, certify to the best of my knowledge and ability that the information I am providing to the Ball State University Office of Charter Schools as a prospective board member for **Success Blended Learning Centers South Bend** Charter School is true and correct in every respect.

s Blended Learning Centers South Bend Charter School is true and correct in every respect.

(Will obtain final signature from Kristen at a later date)

Kristen Kinder

17350 Darden Rd
South Bend, IN 46635

574-229-1589

Kdre80@gmail.com

https://www.linkedin.com/in/kristen-kinder-27038065/

Experience

February 2016-Present

OEM Account Manager • Acme Electric Division of Hubbell Electric

- Work in conjunction with Strategic Account Manager and Director of National Accounts to maintain and grow product sales for 6 of the top 10 OEM customers
- Work with assigned customers to obtain accurate forecasts to ensure on time delivery that meets customer requirements
- Work with manufacturing and distribution to ensure acceptable on time delivery metrics, quality metrics and other criteria monitored by the customer
- Process all customer orders, returns, and credits through the SAP operating system as well as be the point of contact for all customer requests and concerns

April 2013-January 2016

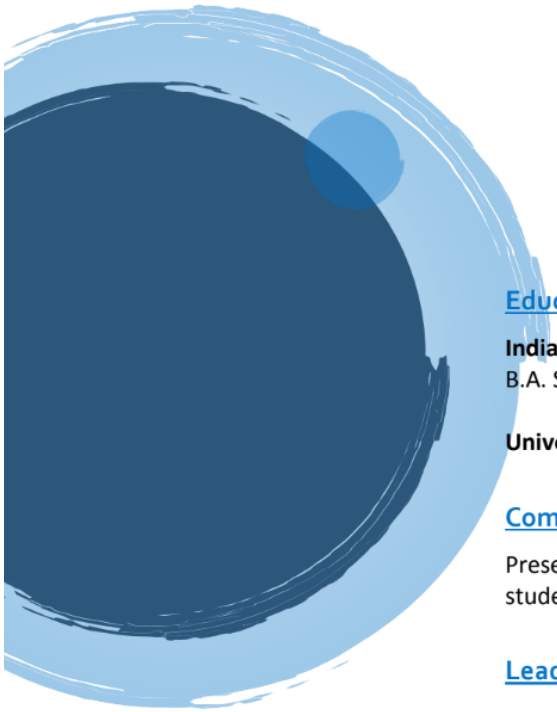
Executive Assistant/Marketing Coordinator • Raco Division of Hubbell Electric

- Recorded product installation videos for Hubbell's YouTube site
- Processed marketing funds of $800K annually for customers
- Organized launch kits for over 30 new products
- Purchased and distributed merchandising tools for customers and agents; Coordinated these items for various electric distribution and retail trade shows

August 2003-March 2013

Spanish Teacher • Penn Harris Madison School Corporation

- Developed and implemented curriculum and instruction for Spanish level 1-4
- Served as Professional Learning Community Leader
- Completed professional development in Literacy Strategies, Common Assessment, Differentiated Instruction, and Behavior is Language
- Served as a translator for parent/administrative conferences
- Appointed as a mentor for beginning teachers



Education

Indiana University, Bloomington, IN
B.A. Spanish, Minor Theatre and Drama

Universidad de Sevilla, Sevilla, Spain

Communication

Presented new products to electrical distributors, contractors, and students at various trade shows in the Midwest

Leadership/Volunteer Experience

- Created work-flow process for account manager position and trained new hires
- Performer, Choreographer, Assistant Director for Elkhart Civic Theatre
- Lead Vocalist for Praise Team at St. Paul's Middlebury Church

References

Jon Wagner- VP of Sales and Marketing
Robroy Enclosures
jwagner@robroy.com

Charter School Board Member Information Form

(To be completed individually by each proposed charter school board member. All forms must be signed by hand.)

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, BSU requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Background

1. Name of charter school on whose Board of Directors you intend to serve: Success Learning

2. Full name: Harold Darius Swanagan

Home Address: 5232 Finch Dr.

Business Name and Address: University of Notre Dame
113 Joyce Center
Notre Dame IN. 46556

Telephone No.: (574) 340-3028

E-mail address: hdswanag42@gmail.com

3. Brief educational and employment history. (No narrative response is required if resume and professional biography are attached to the application.)

☒ Resume and professional biography are provided.

4. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation.

☒ Does not apply to me. ☐ Yes

5. Why do you wish to serve on the board of the proposed charter school?
It is an important cause that I am passionate about

6. What is your understanding of the appropriate role of a public charter school board member? Too know and understand the demographics of the students & to hold the school accountable for everything they are doing.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.
I have not been on a school board before but I have been in this community for a long time. (See the attached Resumé)

8. Describe the specific knowledge and experience that you would bring to the board.
see Attached Resume

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
To give people the opportunity to grow as individual and to grow our community through education.
2. What is your understanding of the school's proposed educational program?
To have a curriculum online in centers that is accessible for everyone.
3. What do you believe to be the characteristics of a successful school?
To Grow individuals through education and Prepare, To put individual in a position to Be productive citizens
4. How will you know that the school is succeeding (or not) in its mission?
We will know with the growth of the program & the number of grads.

Governance

1. Describe the role that the board will play in the school's operation.
To oversee the operations of the school
2. How will you know if the school is successful at the end of the first year of operation?
We will by the relationships and progress we have in community.
3. How will you know at the end of four years if the school is successful?
If we have expanded and grown with the number of Kids in the school.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful? Hire high quality people and push growth with the School
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school? I would take steps to remove them or Remove myself. If there is a process to do either I will do it as soon as I can.

Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.
☐ I / we do not know any such trustees. ☒ Yes Through in the community

2. Indicate whether you or your spouse knows any person who is, or has been in the last two
years, a school employee. If so, indicate the precise nature of your relationship.
☒ I / we do not know any such employees. ☐ Yes

3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of some entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
☒ I / we do not know any such persons. ☐ Yes

4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
☒ I / we do not anticipate conducting any such business. ☐ Yes

5. If the school intends to contract with an education service provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
☐ Not applicable because the school does not intend to contract with an education service provider or school management organization.
☒ I / we do not know any such persons. ☐ Yes

6. If the school intends to contract with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.
☒ N/A ☐ I / we have no such interest. ☐ Yes

7. If the school plans to contract with an education service provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.
☒ N/A ☐ I / we or my family do not anticipate conducting any such business. ☐ Yes

8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.
☒ Does not apply to me, my spouse or family. ☐ Yes

9. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board. ☒ None ☐ Yes

Certification

I, Harold Swanagan, certify to the best of my knowledge and ability that the information I am providing to the Ball State University Office of Charter Schools as a prospective board member for Success Charter School is true and correct in every respect.

Harold Swanagan

5232 Finch Drive
South Bend, IN 46614

Mobile: 574.340.3028
Email: swanagan.1@nd.edu

EXPERIENCE:

June 2009 to Present: Director of Basketball Operations, University of Notre Dame

- Oversee and communicate with the men's basketball support staff (trainer, nutritionist, strength coach, video coordinator, Fighting Irish Digital Media staff, sports information director, equipment manager, and academic advisor)
- Hire, supervise, and monitor the performance of eight student managers
- Coordinate and schedule events (Student Welfare and Development programs/events, community service, video and photo shoots with digital media, etc.)
- Serve as liaison between student-athletes and academic counselors; inform students of their individual tutoring/counseling sessions with the help of academic advisor
- Meet with academic services staff on a regular basis to ensure student-athletes are meeting the satisfactory progress and degree completion requirements
- Coordinate team travel logistics, including transportation arrangements, lodging, and meals
- Schedule practices and shoot-around times at home and coordinate practice times at sites when traveling
- Assist with budget development and monitor expenditures
- Oversee the purchase and distribution of equipment, uniforms, and apparel for the team and support staff
- Represent the basketball program at functions and events, as necessary, when coaches and/or team administrator cannot attend
- Ensure all assigned tasks are in compliance with the University, ACC Conference, and NCAA rules
- Keep coaches informed of rules and regulations as needed for compliance with NCAA and ACC
- Advise student-athletes during their transition from sport to a professional life
- Serve as Director of Basketball Camps for 600-800 campers per summer: Hire staff, reserve facilities, develop schedules, assign teams, purchase camp apparel, and supervise 60-80 coaches
- Serves on the Diversity and Inclusion Committee.

August 2005 to June 2009: Coordinator of Student Welfare and Development, University of Notre Dame

- Coordinated all community service activities for 700 student-athletes on 26 teams; efforts resulted in 17% increase in community service hours during first year
- Supervised and organized annual freshman and senior dinners at Director of Athletics' house for 374 student-athletes
- Hosted annual Pediatric Oncology Christmas Party, enabling 70 children who have cancer to celebrate the holidays with student-athletes
- Chartered a chapter of Fellowship for Christian Athletes
- Organized and supervised annual Tackle the Arts Program, during which the football team taught over 50 at-risk youth, from four different community centers, different artistic disciplines
- Assisted with organization of annual all-sports banquet, which recognized student-athletes' academic, athletic, and service-oriented achievements
- Organized and coordinated Freshman Orientation sessions for incoming student-athletes
- Organized Drug and Alcohol Awareness Seminars and Sexual Assault/Rape Prevention Education for all student-athletes

August 2002 to July 2006: Professional Basketball Player

- 2005-2006: Elkhart Express (International Basketball League) Elkhart, Indiana, League Champions
- 2003-2004: Team Autun, Autun, France
- Summer 2003: Dodge City Legend (United States Basketball League) Dodge City, Kansas, League Champions

The information provided below must provide information for the preceding calendar year. For board member or spouse with multiple employers, professional practices, corporations etc, add additional lines as necessary.

1) Organizer Board Member Name: Harold Swanagan

Name of Employer: University of Notre Dame

Nature of Employer's Business: University / Higher learning

Sole Proprietorship or Professional Practice: _____

Nature of Proprietorship or Professional Practice: _____

Name of any partnership or limited liability company in which the filer is a member: _____

Nature of the business of the partnership or the limited liability company: _____

Name of a corporation (other than a church) of which the filer is an officer or a director: _____

Nature of the corporation's business: _____

2) Organizer Board Member Spouse Name: Andrea Swanagan

Name of Employer: University of Notre Dame

Nature of Employer's Business: University / Higher Education

Sole Proprietorship or Professional Practice: _____

Nature of Proprietorship or Professional Practice: _____

Name of any partnership or limited liability company in which the filer's spouse is a member: _____

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Background

1. Name of charter school on whose Board of Directors you intend to serve:

   Success Blended Learning Centers South Bend Charter School

2. Full name: Johanna Koplos Gregory

Home Address: 54440 Mystique Drive, Mishawaka, IN 46545

Business Name and Address:

Telephone No.: 574-850-1709

E-mail address: jkopg65@gmail.com

3. Brief educational and employment history. (No narrative response is required if resume and professional biography are attached to the application.)

☐ Resume and professional biography are provided.

I have taught Spanish at Penn High School for the past 14 years. Previously, I taught Spanish for six years at Robinson High School, in Robinson, IL and prior to that I taught English, Literature, and Spanish in Will Rogers Middle School in Miami, OK for two years.

4. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation.

☑ Does not apply to me. ☐ Yes

5. Why do you wish to serve on the board of the proposed charter school?

   I wish to be a part of helping to reach young people who may not have had success elsewhere, to reach their goals and bring that success into the community.

6. What is your understanding of the appropriate role of a public charter school board member?

   To work with other members to ensure the success of the school because of its unique approach, and to be aware of its daily work and its positive place in the community.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

   I have been a part of public schools as a teacher for many years and feel that I have the insight and desire to help my community in this capacity.

8. Describe the specific knowledge and experience that you would bring to the board.
I will bring firsthand knowledge of teaching and reaching each student through relationships and connections to the students' lives.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
The school's mission is to provide a unique learning environment to those students who have not found success elsewhere.

2. What is your understanding of the school's proposed educational program?
The educational program will be individualized by certified teachers who will also seek to provide social and emotional support and community outreach.

3. What do you believe to be the characteristics of a successful school?
A successful school will know each student and his or her educational needs, will hire the best certified teachers,and will work to connect to the community.

4. How will you know that the school is succeeding (or not) in its mission?
The students will thrive and find success in their studies, the teachers will have high morale through their success, and the community will be accepting of the school and will benefit from its successes.

Governance

1. Describe the role that the board will play in the school's operation.
The board will make financial, staff, and operation decisions to best support the school's mission.

2. How will you know if the school is successful at the end of the first year of operation?
By assessing the enrollment and the students successes by coursework completed and connection to the community through job opportunities and positive community outreach.

3. How will you know at the end of four years if the school is successful?
By assessing the projected enrollment and the students successes as well as how the school is perceived in the community.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
The school board will need to obtain acceptance from the established schools in the area and ensure that the best qualified teachers and other staff are hired to enable the school to be successful.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?
I would seek the appropriate person to advise me on how to take the necessary action.

Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.
☐ I / we do not know any such trustees. ☑ Yes
I have been a teaching colleague of Kristen Kinder previously.

2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
☑ I / we do not know any such employees. ☐ Yes

3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of some entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
☑ I / we do not know any such persons. ☐ Yes

4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
☑ I / we do not anticipate conducting any such business. ☐ Yes

5. If the school intends to contract with an education service provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
☐ Not applicable because the school does not intend to contract with an education service provider or school management organization.
☑ I / we do not know any such persons. ☐ Yes

6. If the school intends to contract with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.
☑ N/A ☐ I / we have no such interest. ☐ Yes

7. If the school plans to contract with an education service provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.
☑ N/A ☐ I / we or my family do not anticipate conducting any such business. ☐ Yes

8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.
☑ Does not apply to me, my spouse or family. ☐ Yes

9. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board. ☑ None ☐ Yes

Certification

I, Johanna Gregory, certify to the best of my knowledge and ability that the information I am providing to the Ball State University Office of Charter Schools as a prospective board member for Success Blended Learning Charter School is true and correct in every respect.

Attachment 15 - Conflict of Interest and Board Code of Ethics

CONFLICTS OF INTEREST POLICY

1. It is the policy of the Organizer and its governing body that the Organizer's directors and officers, and the employees of the Charter School, shall carry out their respective duties in a fashion that avoids actual, potential or perceived conflicts of interest. Further, the Organizer's directors and officers, and the employees of the Charter School, shall have the continuing, affirmative duty to make disclosure of any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling their respective responsibilities to the Organizer and/or the Charter School.

2. The Organizer's directors and officers, and the employees of the Charter School, shall conduct their duties with respect to potential and actual grantees, contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the Organizer and/or the Charter School in a completely impartial manner, without favor or preference based upon any consideration other than the best interests of the Organizer and/or the Charter School.

3. The Organizer's directors and officers, and the employees of the Charter School, shall not seek or accept for themselves or for any of their relatives (defined herein to include spouses, siblings, ancestors, or descendants, whether by whole- or half-blood), from any person or entity that transacts or seeks to transact business with the Organizer and/or the Charter School, any gifts, entertainment, or other favors relating to their positions with the Organizer and/or the Charter School. This shall not apply to the acceptance of nominal gifts such as pens, hats, coffee mugs, note-pads, or other nominal gifts which have a value similar to those items described herein.

4. The Organizer's directors and officers, and the employees of the Charter School, shall not knowingly or intentionally hold a pecuniary interest in, or derive a profit from, any contract or purchase by the Organizer and/or the Charter School. The prohibitions in this paragraph four (4) do not apply to employment compensation provided to employees of the Charter School for services provided to the Charter School within the scope of their employment. These prohibitions also do not apply to the reimbursement of expenses incurred by a director or officer of the Organizer or an employee of the Charter School where such expenditure is for the benefit of the Charter School and has been duly approved by the Organizer's governing body.

5. The prohibition set forth in paragraph four (4), above, shall not prevent an Organizer and/or Charter School employee from having a pecuniary interest in or deriving a profit from a contract or purchase connected with the Organizer or the Charter School if the following conditions are met:

a. the employee is not a member of the Organizer's governing body, nor has the employee been delegated the function of contracting or purchasing by the Organizer's governing body;

b. the functions and duties performed by the employee for the Organizer and/or the Charter School are unrelated to the contract or purchase; and

c. the employee makes disclosure to the Organizer's governing body in the manner set forth in this Policy at paragraph seven (7).

6. The prohibition set forth in paragraph four (4), above, shall not apply in the following circumstances to an employee of the Organizer and/or the Charter School:

a. the contract or purchase involves the employment of the employee's relative, or the payment of a fee for goods or service to the employee's relative; and

b. the employee makes disclosure to the Organizer's governing body in the manner set forth in this Policy at paragraph (7).

This exception to the prohibition set forth in paragraph four (4) of this Policy shall not be applicable to contracts or purchases involving a relative of a member of the Organizer's governing body.

7. The disclosure contemplated by paragraphs five (5) and six (6) of this Policy must be as follows:

a. be in writing;

b. describe the contract or purchase to be made by the Organizer's governing body;

c. describe the pecuniary interest that the employee has in the contract or purchase;

d. be affirmed under penalties of perjury; and

e. be submitted to the Organizer's governing body with a contemporaneous copy being provided to the University's Executive Director of the Office of Charter Schools, and be accepted by the Organizer's governing body in a public meeting under I.C. 5-14-1.5 et seq. prior to final action on the contract or purchase.

8. A pecuniary interest in a contract or purchase shall be found to exist if the contract or purchase will result in, or is intended to result in, an ascertainable increase in the income or net worth of:

a. a director or officer of the Organizer;

b. an employee of the Charter School; or

c. mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter in-law, sister, sister-in-law, brother, brother-in-law, spouse, or same-sex partner of a director or officer of the Organizer, or of a Charter School employee which relative:

i. is under the direct or administrative control of the director or officer of the Organizer, or of the Charter School employee; or

ii. receives, or is awarded, a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the director or officer of the Organizer, or of the Charter School employee.

9. If a member of the Organizer's governing body violates the policy, the violation shall be reported in writing to the Executive Director of the Office of Charter Schools, and the violation shall provide the basis for sanctioning the violating director or officer, which sanctions shall include the possible suspension or removal of the violating officer or director from the Organizer's governing body in a manner consistent with the Organizer's bylaws governing removal of members of the Organizer's governing body.

10. If a Charter School employee violates the policy, the violation shall be reported in writing to the Executive Director of the Office of Charter Schools, and the violation shall provide the basis for disciplining of the employee, up to and including possible termination from employment in a manner consistent with the personnel policy governing the terms and conditions of the Charter School's employee's employment.

11. The employees of the Charter School and the educational management organization, if applicable, shall not be voting members of the Organizer's governing body, or of any of the Organizer's advisory boards with decision-making authority delegated by the Organizer, unless such prohibition is expressly waived in writing and under such conditions as expressly set by the Executive Director of the Office of Charter Schools.

The proposed policy may provide that the prohibitions required by this Policy shall not apply if the pecuniary interests of the director or officer of the Organizer, or of the Charter School employee in the contract or purchase at issue, and in all other contracts and purchases over the immediately preceding twelve (12) month period before the date of the contract or purchase at issue, was $250 or less.

Source: Adapted from the following Ball State conflict of interested model policy and guidelines.

https://www.bsu.edu/-/media/www/departmentalcontent/teachers/charter%20schools/pdf/new%20website/conflict%20of%20interest%20policy.pdf?la=en

SUCCESS

Success BLC of South Bend adopts the code of ethic guidelines set forth by the Indiana School Board Association

Source: https://www.isba-ind.org/uploads/1/1/9/2/119210664/code_of_ethics.pdf

CODE OF ETHICS

A School Board member should honor the high responsibility that membership demands:

- BY thinking always in terms of *children first*.
- BY understanding that the basic function of the school board member is *policy-making* and not *administrative*, and by accepting the responsibility of learning to distinguish between these two functions.
- BY accepting the responsibility, along with fellow board members, to assure that adequate facilities and resources are provided for the proper functioning of schools.
- BY refusing to *play politics* in either the traditional partisan, or in any petty sense.
- BY representing the entire school community at all times.
- BY accepting the responsibility of becoming well-informed concerning the duties of board members, and the proper function of public schools.
- BY recognizing responsibility as a State official to seek the improvement of education throughout the State.

A School Board member should demonstrate respectful relationships with other members of the Board.

- BY recognizing that authority rests only with the board in official meetings and that the individual member has no legal status to bind the board outside of such meetings.
- BY recognizing the integrity of previous board members and the merit of their work.
- BY refusing to make statements or promises as to how he or she will vote on any matter which should properly come before the board as a whole.
- BY making decisions only after all facts bearing on a question have been presented and discussed.
- BY respecting the opinion of others and by graciously conforming to the principle of *majority rule*.
- BY refusing to participate in irregular meetings which are not official and when all members do not have the opportunity to attend.
- BY working with fellow board members and the administration fairly determine the present and future educational needs of the community.

A School Board member should maintain desirable relations with the superintendent of schools and other employees.

- BY striving to procure the best professional leader available for the head administrative position.
- BY giving the superintendent full administrative authority for properly discharging the professional duties of the position and the responsibility to achieve acceptable results.
- BY acting only after consideration of the superintendent's recommendations on matters of school governance.
- BY having the superintendent present at all meetings of the Board except when his or her contract and salary considerations are under review.
- BY respecting proper communication channels, referring all complaints to the proper administrative office and considering them only after failure of an administrative solution.
- BY providing adequate safeguards around the superintendent and other employees so that they can perform their responsibilities.
- BY presenting criticisms of an employee directly to the superintendent.

A School Board member should maintain a commitment community:

- BY developing and adopting a mission and a vision statement for the school corporation.
- BY conducting all school business transactions openly.
- BY vigorously seeking adequate financial support for the schools.
- BY refusing to use the school board position for personal gain.
- BY refusing to discuss confidential board business anywhere other than when attending a properly advertised board meeting.
- BY earning the community's confidence that all is being done in the best interests of school children.

ISBA Board of Directors
Revision: 09/10/2010

Attachment 16 A - School Management Agreement

SCHOOL MANAGEMENT AGREEMENT

This School Management Agreement ("Agreement") is made as of July 1, 2019 (the "Effective Date") by and between the Academy Board (also referred to as the "Board") of **Success BLC of South Bend**, an Indiana nonprofit corporation (the "School") and **Success Learning Management, LLC**, a Michigan Limited Liability Company ("SLM").

WHEREAS, the Board desires to retain SLM as the exclusive management organization of the School. School is established as an Indiana charter school pursuant to Indiana law.

WHEREAS, the Board and SLM (collectively referred to as the "Parties") wish to enter into an agreement that will allow the Parties to create an enduring educational alliance by promoting educational excellence and innovation based on the SLM school design and comprehensive educational program, as well as the SLM management principles.

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

ARTICLE I
APPOINTMENT AND TERM

1.1 Appointment. Subject to the terms and conditions set forth herein, the Parties agree that SLM shall serve as the sole and exclusive operator of the School.

1.2 Term. The initial term of this Agreement shall commence as of the Effective Date and shall end at 11:59 p.m. (EST) on June 30, 2024 (the "Initial Term") unless otherwise terminated as provided herein. This Agreement shall automatically renew for successive five-year periods (each a "Renewal Term") unless either SLM or the Academy Board provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term). The terms and conditions of this Agreement shall apply to any Renewal Term. The Initial Term and all Renewal Terms, if any, are collectively referred to herein as the "Term."

1.3 Authority. The Board acknowledges that SLM is likely to subcontract certain of its duties and responsibilities under this Agreement to outside vendors and affords SLM such authority as is necessary to facilitate such subcontracts with the understanding that SLM may only bind itself to any contract or subcontract and does not have authority to execute any contract or enter any agreement, financial or otherwise, on behalf of the Academy Board. SLM covenants to assign and/or subcontract only those duties and responsibilities as may legally be assigned or subcontracted.

Should SLM elect to subcontract or otherwise assign any duty(ies) or responsibility(ies) under this Agreement, SLM covenants to notify the Board of any individual or entity to whom such duty(ies) or responsibility(ies) are

subcontracted or assigned who (1) are likely to receive more than $10,000 from or on behalf of the School in a single fiscal year, or (2) are materially connected to SLM.

1.4 Designation as Agent. The Board hereby designates SLM to serve as agents of the School for purposes of compliance with 20 U.S.C. §1232g (the Family Educational Rights and Privacy Act ("FERPA").) The Board further designates any or all of SLM's agents, assigns, contractors and representatives to serve as agents of the School for purposes of FERPA compliance subject to ratification by the Board of all actions taken by other than SLM under this sub-section; which ratification shall require SLM to provide, on a regular basis, a summary of all FERPA-connected actions taken by any of SLM's contractors, agents or assigns for the Board's consideration. Such summary shall be provided for the Board's consideration in conjunction with scheduled meetings of the Board and may not include actions or efforts taken more than 90 days prior to the date the summary is provided to the Board. The Board will not ratify actions or efforts taken under this section that have not been included in a summary to the Board.

ARTICLE II
MANAGEMENT DUTIES AND RESPONSIBILITIES

2.1 Services to be provided to the School and the Board. SLM shall provide the School and the Board with the following services for which the School shall be solely responsible for all costs associated with the provision of such services in addition to the management fee set forth in Article 4.4 of this Agreement.

(a) Curriculum, Instructional Design, and Educational Philosophy - SLM shall assist the School with implementing an educational program at the School consistent with the terms of this Agreement and SLM's educational goals and philosophy (referred to as the "SLM Educational Model" and attached hereto as Exhibit A and made a part hereof.

(b) Talent Acquisition - SLM shall assist the Board with identifying, recruiting, and interviewing individuals suitable for employment with the School. SLM shall be responsible for hiring all staff and personnel necessary for the proper operation and administration of the School.

(c) Human Resources Administration - SLM shall be responsible for conducting background checks on newly hired School employees, processing and maintaining all personnel records for School employees, and implementing and enforcing workplace rules, policies and procedures (including disciplinary and termination procedures).

(d) Executive Leadership, Supervision and Professional Development - SLM shall provide the School with executive level guidance and leadership consistent with the terms of this Agreement, the charter contract, and applicable State and Federal rules and regulations. In accordance with its Educational Model (attached hereto as Exhibit A), SLM will institute a rigorous training and supervision program for building level leaders and shall be responsible for ensuring that School staff members receive the appropriate and required amount of professional development training necessary to enhance employee knowledge, experience, and HQT status for all teaching personnel.

(e) Financial Management - The Board shall retain a Fiscal Officer on behalf of the Academy Board and the School. The Fiscal Officer shall be responsible for overseeing all aspects of the financial operation of the School (including budgeting, internal controls, fiscal policies, and audits). Notwithstanding this provision, SLM may also, at

its own expense, maintain its own Fiscal Officer which shall cooperate with the Fiscal Officer retained by the Academy Board and may serve as liaison as appropriate between SLM and the Board on all financial matters, including the financial operation of SLM in connection with the School's budget as approved by the Academy Board.

(f) State Data Reporting - SLM shall be responsible for the administration of all student data, including, but not limited to, input of student data into State systems such as SOES, EMIS, EMAD, FLICS. SLM shall provide advance-notice to the Board where possible and be in attendance and act on behalf of the Board and the School at all State level reviews or audits relating to State mandated reporting of student data.

(g) Payroll and Benefits - SLM shall be responsible for the administration of payroll and benefits for all School employees, including remittances of all necessary withholdings and required filings.

(h) Grants Management and Fundraising - SLM shall assist in managing all grants and other State and Federal Awards that the School may receive, including ensuring that all monies received under these programs are expended for their intended purpose and that all required reporting requirements under such programs are met. SLM shall also recommend, apply for, and assist the Academy Board in fundraising efforts mutually agreed upon by the Parties.

(i) Centralized Purchasing - SLM shall have the overall responsibility for the purchasing of all goods and services necessary for the orderly operation of the School. SLM may utilize the School Administrator and the School's Fiscal Officer to assist in this process. SLM shall have the overall responsibility and authority to negotiate the terms of the purchase, license or lease of all furniture, computers, software, equipment and all other personal property necessary for the operation of the School, and to consummate the purchase, license or lease of the equipment and personal property where the cost of such purchase, license or lease is not expected to exceed the lesser of (i) the amount (if any) budgeted or pre-approved for such cost, or (ii) $ 10,000, whether paid in a single amount or in installments, in a single fiscal year. SLM shall be responsible from the time of the purchase, license or lease and at all times thereafter, for the management and maintenance of the equipment in proper working order.

(j) Board Governance Services - SLM shall assist the Academy Board or its designee in preparation for upcoming Board meetings, including preparation of required documentation, securing a meeting location, sending out materials in advance of meetings, and in any other fashion agreed upon by the Parties. At no time shall such assistance be used as a means to usurp the authority of the Academy Board. SLM shall assist the Academy Board or its designee by performing other liaison services with governmental and quasi-governmental offices and agencies as may be necessary in the day-to-day operations or as required by this Agreement.

(k) Marketing and Community Outreach - SLM shall provide the School with appropriate marketing and community outreach support, including joint enrollment and recruitment activities as set forth in Section 2.6 of this Agreement.

(1) Technology Administration - SLM will assist with securing and implementing the necessary technology for the smooth and orderly operation of the School and for ensuring that such technology remains in continuous working condition barring conditions beyond SLM's control. SLM shall also assist in the application for and administration of Federal e-Rate funds to offset the costs of necessary technology investments.

(m) Food Service Management - SLM shall assist the School with all aspects of food service management,

including ordering meals, distribution of meals, accounting of meals served for purposes of filing reimbursement claims, administering the completion of Free/ Reduced Lunch Income Forms, and following all applicable State and Federal rules and regulations that apply to food service management. SLM shall provide advance notice to the Board where possible and be in attendance and act on behalf of the Board and the School at all State level reviews or audits relating to food service management.

(n) Transportation Management - SLM shall provide the School with transportation contracting options for students attending the School and shall manage student transportation requirements.

(o) Facility Acquisition and Management - SLM shall assist the Board in identifying facilities that are suitable for lease - whether by independent lease or by expansion of operations under an existing lease by the School. Additionally, SLM shall be responsible for ensuring that the School facility, including any common areas used by the School, is cleaned and in good working order.

2.2 Operating Authority.

2.2.1 SLM shall perform duties and services pursuant to paragraph 2.1 herein subject to Academy Board approval. SLM shall have exclusive authority to manage the administration, operation and performance of the School to the extent allowed under State law, including but not limited to procurement, and employment matters. SLM shall cooperate fully with the School's retained Fiscal Officer as to all of the School's financial matters, including but not limited to all financial management, budgeting and accounting.
SLM shall be accountable only to the Academy Board as to the administration, operation and performance of the School.

2.2.2 It is expressly understood and agreed that under no circumstances shall SLM be required to: (i) expend its time and/or resources seeking additional funding for the School beyond those duties addressed in Article 2.1 of this Agreement; (ii) expend its own funds and/or resources to fulfill its duties and obligations under this Agreement; or (iii) pay or guarantee any debt or obligation of the School including, but not limited to, debts or obligations incurred by the School prior to the Effective Date of this Agreement.

2.2.3 SLM agrees to operate the School in such a manner that implements the educational goals and programs of both the Academy Board and SLM. SLM shall adhere to rules and regulations, and make adequate progress toward achieving goals as established in the School's charter contract (collectively referred to as the "Educational Model" and more fully described in Exhibit A); provided, however, SLM shall not be required to take any action or engage in any conduct or refuse to take any action or engage in any conduct that SLM determines would be in material violation of any applicable Federal, State or local laws, ordinances or regulations or that would violate the civil rights of any student, parent, guardian, SLM employee, agent or contractor. Such action or inaction by SLM pursuant to this Article 2.2.3 shall not constitute a breach of this Agreement. If SLM determines that it is necessary to modify the Educational Model, it shall present its recommendations to the Academy Board in writing and the Academy Board shall give prompt and good faith consideration to SLM's requested changes.

2.2.4 Specifically, SLM shall have the authority to:

(a) Establish and promulgate rules and regulations with respect to the conduct and discipline of students, teachers,

administrators and parents, and such other matters as SLM deems necessary, prudent or appropriate with respect to the orderly administration of the School and assist the Academy Board with establishment and maintenance of all policies and rules required by State law. The rules and regulations promulgated by SLM relating to student discipline shall require student due process hearings in conformity with the requirements of Federal and State laws.

(b) Operate the School based upon the school year and school day approved annually by the Academy Board provided, however, that SLM may make the following changes subject to ratification at the next scheduled Board meeting but without prior approval from the Academy Board when such change is in compliance with all applicable laws and, in SLM's discretion, there is an immediate need for the change that cannot be delayed until after the next scheduled Board meeting: (1) changes to the school year and/or school day in order to respond to or accommodate emergencies and/or contingency days; and (2) changes involving fewer than five (5) consecutive school days.

(c) Design and implement pupil performance evaluations and assessment strategies that permit evaluation of the educational progress of each of the School's students. The Academy Board and SLM will cooperate in good faith to identify measures of, and goals for, the School's students and the School's performance, including but not limited to parent satisfaction.

(d) Provide special education students attending the School with such services as SLM determines are necessary and proper under applicable Federal, State and local laws, ordinances, and regulations.

(e) Subject to the School's "Budget" defined hereunder and Article 6 herein, oversee the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Academy Board.

(f) Subject to the School's "Budget" defined hereunder and pursuant to Article 6 herein, hire such teachers, non-teaching administrative and support staff and other personnel as SLM in its discretion determines are necessary and/or appropriate for the operation of the School.

(g) Subject to any lease already in existence, identify a suitable facility (the "School Facility" or the "Facility") or expansion of existing facilities and arrange for a lease or lease amendment as appropriate to be entered into by the Academy Board for the operation of the School and its support functions, and ensure that such Facility is equipped with technology suitable, in SLM's sole judgment, to service the Educational Program.

(h) During the Term of this Agreement and for a period of five (5) years thereafter (unless a longer period is required by applicable Federal or State law), maintain such financial, operations, personnel, student performance and discipline records respecting the operation of the School and the Facility (collectively referred to as the "School Records") as are required by law. During the term of this Agreement, SLM shall make all School Records available for inspection by the Academy Board, upon request, at a specified Academy Board meeting or during regular business hours at SLM's principal office or such other location as may be required by state law and shall also maintain such records in secured, digital format that allows for immediate access by the School's Administrator and/or by the Chair of the Academy Board, as necessary. The parties agree that all School Records are and shall remain the exclusive property of the School. All School Records that are subject to production under public records requirements ("the Open Meetings Act") shall be made available to the public upon submission of an appropriate request under the Open Meetings Act. Upon termination of this Agreement and the transfer of student records to the

Academy Board pursuant to Article 8 of this Agreement, SLM shall have no further responsibilities for the maintenance of such student records.

(i) Attend each scheduled meeting of the Academy Board, prepared to discuss the operation of the School, generally and make such reports and presentations respecting the operation, administration and/or performance of the School (i) as may be required from time to time by the Department of Education ("DOE") or applicable state law, and (ii) at least quarterly to the Academy Board or as requested by the Academy Board during any period that the School fails to materially meet the goals of the Educational Program, taken as a whole.

2.2.5 The Board shall establish various committees (i.e., Academic, Finance, Governance, etc.) to facilitate communication between SLM and the Academy Board of which SLM representatives may be ad hoc committee members. Such committees shall recommend goals and ideas to SLM and the Academy Board; however, no such committee shall have authority to prescribe, challenge, limit or otherwise interfere with SLM's authority to administer the School.

2.3 SLM Purchases with School Funds. All books, supplies, equipment and other materials (i) owned by the School prior to the Effective Date or (ii) purchased by SLM with School revenues as defined in Section 4.1 below or with funds that were paid to SLM by the School as payment for services rendered and used in the operation or administration of the School shall remain the sole and exclusive property of the School. If SLM sells any of the aforesaid items or otherwise converts same to cash, the proceeds of such sale, net of expenses, shall remain the sole and exclusive property of the School. SLM shall, to the extent it deems advantageous to the School or required by federal, state or local laws, use competitive bidding in the purchase of books, supplies, equipment and other materials paid for with School funds.

2.4 Subcontracts. SLM reserves the right to subcontract any and all aspects of the services it agrees to provide to the School, including, but not limited to, services related to student transportation, food service, special education, and employee payroll and benefits subject to the terms of Article I to this Agreement. Notwithstanding anything herein to the contrary, SLM shall not subcontract substantially all its duties or responsibilities under this Agreement.

2.5 Place of Performance. SLM reserves the right to perform its obligations under this Agreement at any location it deems appropriate (unless otherwise prohibited by applicable state and/or federal laws), except pupil instruction shall be provided at the School Facility.

2.6 Student Recruitment. At all times, SLM and the School shall be jointly responsible for all student recruitment efforts and for recruiting students in a manner that is compliant with state and other applicable laws. Notwithstanding anything herein to the contrary, SLM agrees to implement an organized student recruitment effort that will be designed to maximize student enrollment at the School.

ARTICLE III
BOARD AND SCHOOL DUTIES AND RESPONSIBILITIES

3.1 Good Faith Obligation. At all times, the Board and the School shall exercise in good faith their respective rights, duties and obligations under this Agreement, as well as the
authority granted to them under State law respecting the School and SLM as operator of the School.

3.2 Dependency on Availability of Funds. At all times hereunder, the Board shall be responsible for securing adequate funding for the proper administration of the School and ensuring that SLM has access to such funds as provided for in the "Budget," which is defined herein below. The Board acknowledges that SLM's operation of the School is dependent upon the availability to SLM of adequate funding, and failure to provide SLM with adequate funding as set forth in the Budget shall relieve SLM of its obligations under this Agreement.

3.3 Furnishing Information. The Board shall furnish SLM with all information, documents, forms and reports required by SLM for proper administration of the School and/or the Facility, or as may be required in preparation for any legal or administrative proceeding relating to the School and/or the Facility, or as may be required to comply with the Indiana Open Meetings Act, requests made by the DOE, or any other applicable Federal, State or local laws.

ARTICLE IV
FISCAL MATTERS

4.1 Revenues. For purposes of this Agreement, the term "Revenues" shall mean all funds, of any kind and from any source, received by the Academy Board or SLM on behalf of the School, including but not limited to:

(a) Funding for public school students enrolled in the School;

(b) Funding provided by Federal or State Governments that is directly allocable to special education students enrolled in the School;

(c) Funding provided by Federal and State Governments that is directly allocable to gifted and talented students enrolled in the School;

(d) "At-Risk" or "Poverty-Based" funding provided by Federal and State Governments that is directly allocable to at-risk or disadvantaged students enrolled in the School;

(e) Funding provided by Federal and State Governments to the School that is directly allocable to students enrolled in the School with limited English proficiency;

(f) Federal and State grant sources, including Title Funding (i.e., Title I) that is directly allocable to the School; 8 of 18

All Revenues described above in Article 4.1(a), (b), (c), and (d) shall be collectively referred to as Full-Time Equivalency Money or FTE Money.

4.2 Revenues Managed by SLM. All Revenues are and shall remain the sole and exclusive property of the School, except as otherwise provided for herein. The Board agrees that SLM, through cooperation with the Board's Fiscal Officer and subject to the authority of the Board, may administer the Revenues during the Term in accordance with the Budget and/or other expense expressly approved by the Board. The Revenues shall be kept in one or more accounts opened in the name of the School and maintained at financial institutions held by the Academy Board. SLM, together with the Board's Fiscal Officer and the Board, shall be an authorized signer at the financial institution

maintaining the School's Revenues. All withdrawals, payments or other drafts issued from the School's account(s) will require two (2) signors, of which SLM may be one. Nothing in this paragraph however prohibits SLM from maintaining its own separate accounts for Revenues received from the Academy Board.

4.3 Budget Process.

4.3.1 Revenues and expenditures shall be based on an academic year that commences on July 1st of each year and ends on June 30th of the following year (an "Academic Year"). SLM shall provide the Board with annual operating and capital budgets for each Academic Year (collectively referred to as the "Budget"), the first draft of which shall be submitted to the Board no later than April 15th preceding that Academic Year.

4.3.2 Each Budget shall contain such detail as reasonably requested by the Board and shall include all projected expenses and costs reasonably associated with operating the School including, but not limited to, the projected cost of all payroll and benefits to be paid for services and education programs, rental, maintenance and other costs and expenses to be incurred by the School under lease, capital expenditures, supplies and furnishings necessary to operate the School, utilities, all taxes of any kind that are assessed or imposed, insurance premiums, and other costs and expenses required or advisable to operate the School.

4.3.3 Academy Board stipends, fiscal audits, authorizer fees, legal and other associated costs shall be deemed as "Academy Board Operating Expenses." Such costs shall be determined by the Academy Board and provided to SLM by the School's fiscal officer for incorporation into the Budget in accordance with the procedures established under 4.3.1. The Academy Board shall not make expenditures of Revenues on operating expenses that cause the School to exceed its anticipated revenues for the same fiscal year.

4.3.4 The Board shall review the Budget and either approve or reject it no later than June 1st preceding that Academic Year. If the Board takes no action by June 1st, then the Budget shall be deemed to be approved as submitted. If the Board timely rejects the Budget, then SLM and the Board shall work together to create a mutually agreeable Budget prior to June 15th. If the Budget has not been approved by the Board by June 15th, SLM shall have the option of proceeding with the start of that Academic Year (in which case the Budget from the immediately preceding Academic Year shall be deemed to be the Budget until a new Budget is approved by the Board) or terminating this Agreement pursuant to Article 8.l (a) below.

4.3.5 The Budget may be amended from time to time by mutual-agreement of SLM and the Academy Board.

4.3.6 SLM may make expenditures of Revenues on behalf of the School as provided in the Budget without further consultation with the Academy Board as provided in paragraph 4.2 above; provided, however, that the total expenditures as originally budgeted and approved by the Academy Board do not change. All proposed or anticipated expenditures of Revenues not otherwise provided for in the original Budget must be approved by the Academy Board through a Budget amendment. At no time during a given fiscal year shall SLM make expenditures of Revenues on behalf of the School that cause the Academy Board to exceed its anticipated revenues for the same fiscal year unless previously agreed to by the Parties and reflected in an approved Budget.

4.4 SLM Management Fee. In consideration for the services provided by SLM hereunder, and more specifically as enumerated in Article 2.1, the Board agrees to pay SLM a fee for each Academic Year in an amount equal to

Fifteen Percent (15%) of the total Revenues received by the School (hereinafter referred to as the "Management Fee"). For purposes of calculating the Management Fee, Revenues shall be defined as stated in Article 4.1 above. Within five (5) business days of the receipt of a State Settlement Payment ("FTE Money"), the School shall remit to SLM 15% of all Revenues received by the School since the remittance of the previous month's Management Fee. On at least a quarterly basis, a reconciliation of the Management Fee will be prepared by the Fiscal Officer between the Management Fee earned and Management Fees paid. Any amounts determined to be due to or due from SLM as a result of this reconciliation will be reflected in the subsequent Management Fee to be paid to SLM. Any amounts outstanding at the end of the Fiscal Year will be reflected on the financial statements of the Academy Board.

4.5 Start-up Financing Reimbursement. SLM may provide start-up and organizational funds for the School, including funds for professional services, the development of a curriculum, technology systems and school operations plan; recruiting, selecting and pre-service training of staff members; and cleaning, fixing, equipping and rehabilitating the School building as required by the Agreement. If SLM makes such advances, SLM shall provide the School with a detailed accounting of such expenditures and shall be reimbursed from the Revenues as and when the School has the ability to satisfy such expenses as determined by the mutual consent of the School Board and SLM. SLM shall also be entitled to be reimbursed by the School for the cost or interest charges with respect to any loans accepted by SLM, the proceeds of which were used to pay for the start-up expenses as outlined above. In the event that the payment of such expenses or a portion of such expenses shall not result in the School having a negative fund balance at the end of any fiscal year, the School shall conclusively be considered as having the ability to satisfy such expenses.

4.6 Other Schools. The Academy Board acknowledges that SLM may enter into similar management agreements with other schools or educational institutions. SLM shall maintain separate books for expenses incurred by and on behalf of the School and other SLM operated schools. If SLM incurs authorized reimbursable expenses on behalf of the School and other SLM operated schools that are incapable of precise allocation, then SLM shall allocate such expenses among all such schools, including the School, on a prorated basis based upon the number of students enrolled at each school, or upon such other equitable basis as is acceptable to all SLM operated schools.

4.7 Financial and Other Reporting.

4.7.1 SLM will cooperate with the Board's Fiscal Officer to ensure that detailed financial statements of all School Revenues received, and expenditures made, as well as comparisons of actual results to budget are presented to the Board at regularly scheduled meetings. Such statements shall present YTD financial information that is not older than one (1) month.

4.7.2 Upon request and at all regularly scheduled Board meetings, SLM shall provide the Board with reports on the School's operations and student performance.

4.7.3 SLM shall periodically provide the Board with all other relevant information that will enable to the Board to: (i) monitor SLM's performance and the efficiency of its operation of the School, (ii) comply with any and all reporting requirements under Federal, State or local laws, and (iii) regularly furnish committee reports.

4.8 Access to Records. SLM shall keep accurate financial records pertaining to its operation of the School, together with all other School Records prepared by or in the possession of SLM and shall retain such records during

the Term of this Agreement and for a period of five (5) years thereafter (unless a longer period is required by applicable Federal or State law). The Parties shall each maintain the confidentiality of all records pertaining to School personnel and students to the extent required and/or permitted by law, as well as all other records required by law to be held in confidence.

4.9 Audits. The Parties acknowledge that the School will be subject to an annual audit conducted by the Auditor of State (the "AOS"), or if so permitted by the AOS, by an independent audit firm ("'IPA") approved to do audits on behalf of the AOS. The AOS or the IPA (collectively referred to as the "Auditors") shall audit the books and records of the School and Academy Board for each Academic Year (the "Annual Audit"). The Parties shall each cooperate with the Board's Fiscal Officer and the Auditors and shall provide information and copies of all documents related to the financial transactions and activity of the School. Additionally, the Academy Board Fiscal Officer shall act as the liaison between the Auditors and the School and periodically report to the Academy Board and SLM as to the progress of the Annual Audit. The cost of the Annual Audit shall be borne solely by the Academy Board.

4.10 Start-up Financing/Operating Losses. SLM may, but shall not be required to, advance funds to the School to facilitate the start-up of the School, including but not limited to funds for: the development of a curriculum and a technology system; school operations plans; recruiting, hiring, and pre-service training of School employees; and cleaning, fixing and equipping of the Facility (hereinafter referred to as the "SLM Advance"). The SLM Advance shall be an unsecured obligation of the School and will accrue at the minimum interest rate (if any) required by law. Repayment of the School Advance shall be included in the Budget for the School's first Academic Year and every Academic Year thereafter until repaid in full.

4.11 Unexpended Donations. Subject to applicable donor restrictions, SLM and the Academy Board shall work together to determine the best and most appropriate disposition of any funds that were donated, directly or indirectly, to the School that remain unexpended following completion of the project or purpose for which such funds were originally designated.

ARTICLE V
INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership of Licenses to Educational Materials. For the purposes of this Agreement, "Educational Materials" shall mean all print and electronic versions of textbooks, training manuals, instructional materials, lesson plans, teacher guides, exercises, workbooks, tests and other curriculum-related materials that were created by SLM or purchased with SLM funds (not School funds) for use in the delivery of the Educational Model. SLM shall own all intellectual property and/or copyright licenses related to Educational Materials. This Sections 5.1 as well as 5.2 and 5.3 below shall survive any expiration or termination of this Agreement.

5.2 Ownership of Derivatives and New Material. SLM shall own all intellectual property rights including, all copyrights related to Educational Materials that are developed by or for SLM using its employees, agents and/or contractors ("SLM IP"). It is expressly agreed that SLM IP is not and shall not be considered Works for Hire. The Parties acknowledge that to the extent any SLM IP is derivative of School IP, SLM's rights in the SLM IP extend only to the new, original aspects of such works and not to any underlying or pre-existing material.

5.3 Ownership and Licensing of the Educational Model. The Parties acknowledge and agree that SLM's

Educational Model is unique and creative and is covered by intellectual property rights owned or licensed by SLM, and shall at all times remain the exclusive property of SLM. SLM agrees to grant the School a non-exclusive, non-transferable, non-sublicensable right to utilize the Educational Model during the Term of this Agreement and in accordance with the terms of this Agreement.

5.4 Trademarks; Trade Names. SLM and its Affiliates are the owner of various trademarks, service marks, logos, or trade names used in its business of providing educational products and services, (collectively, the "Licensed Marks"). The parties hereto specifically acknowledge that "Success BLC" is one of the Licensed Marks owned by SLM and its Affiliates. SLM grants to the School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by SLM. The School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by S LM from time to time. SLM retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of SLM. In the event of a termination of this Agreement, the School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove and/or change any names which infringe upon SLM's rights in the Licensed Marks within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties.

ARTICLE VI
PERSONNEL & TRAINING

6.1 Personnel Responsibility. Unless otherwise agreed to herein, the Parties acknowledge that all staff and personnel hired by SLM on behalf of the School shall be employees of the School, and not SLM. The Parties will each be responsible for compensating their own respective employees, and at no time shall either Party be obligated to compensate the other Party's employees outside the specific terms of this Agreement. SLM shall have the sole responsibility and authority to determine staffing levels, to select, hire, evaluate, assign, discipline, transfer and terminate personnel operating in connection with the School. All hiring and termination decisions of SLM shall be reported to the Academy Board promptly. For efficiency, School will authorize SLM to make automatic withdrawals from its Payroll Account on each scheduled payday in an amount necessary to cover the amount of payroll for employees assigned to the School. All such employment costs and liabilities are separate and apart from the management fee due SLM as described in Section 4.4.

6.2 School Administrator. Subject to approval of the Academy Board, SLM shall have authority to select and hire the Chief Administrator(s) and to hold them accountable for the success of the School. SLM shall consult with the Academy Board prior to hiring the Chief Administrator and shall consult with the Academy Board prior to any discipline, transfer or termination of the employment of any Chief Administrator who fails to meet the performance goals and standards of either SLM or the Academy Board. The duties of the Chief Administrator(s) and the terms of his/her/their employment shall be determined by SLM after consultation with the Academy Board. Since the selection and performance of the Chief Administrator(s) is essential to the success of the School, the Academy Board's failure to adopt/ratify SLM's recommendations with respect to the Chief Administrator(s) without good cause shown shall give rise to an immediate termination of the Contract by SLM.

6.3 Teachers. SLM shall have sole discretion to determine the number of teachers reasonably necessary for the

operation of the School, and to assign such teachers to the appropriate grade levels and subject matters for which they are qualified. The curriculum taught by teachers employed by the School shall be consistent with the Educational Program. Such teachers may, at the sole discretion of SLM, work at the School on a full or part time basis. If assigned to the School on a part time basis, such teachers may also be employed to work at other schools managed or operated by SLM subject to full disclosure to the Academy Board of any transfer, change and/ or reduction in support staff. Each teacher employed by the School shall be highly qualified ("HQT") and hold a valid teaching or other applicable license, certification, permit or approval issued by the State of Indiana and shall be subject to the requirements of a criminal records check conducted pursuant to State law.

6.4 Support Staff. SLM shall have sole discretion to determine the number and the functions of support staff required for the operation of the School. SLM shall provide the School with qualified staff to efficiently operate the School. The staff may, at the discretion of SLM, work at the School on a full or part time basis. If assigned to the School on a part time basis, such support staff may also be employed to work at other schools managed or operated by SLM. SLM subject to full disclosure to the Academy Board of any transfer, change and/ or reduction in School staff. All staff employed by the School shall undergo criminal records checks similar to that of teachers.

6.5 Training. SLM shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Non-instructional personnel shall receive such training as SLM determines is reasonable and necessary under the circumstances of their employ.

6.6 Limitations on Discretion. All decisions made by SLM with respect to staffing levels and its selection, evaluation, assignment, discipline, transfer and/or termination of staffing personnel shall be consistent with the Budget, the parameters set forth in the Educational Program, and all applicable Federal, State and Local laws. l3 of 18

6.7 State Retirement Systems. The Parties acknowledge that State law stipulates that independent contractors retained by SLM for educational services at the School may meet the qualifications for membership in the School Teachers Retirement System ("STRS") or the School Employee Retirement System ("SERS") if the teaching or other duties performed by the independent contractor are the same as those performed by teachers or staff in public schools under typical school district employment contracts, including substitute positions. Therefore, SLM shall make the appropriate payroll deductions from the pay of each School employee in accordance with State law, if applicable and to make such connected deposits to STRS as appropriate. SLM shall assist the Academy Board with respect to fulfilling all reporting and compliance obligations under State law.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

7.1 Academy Board Warranties and Representations. The Academy Board represents and warrants to SLM that as of the Effective Date of this Agreement: (i) the School is an Indiana nonprofit corporation in good standing and the Academy Board has the authority under law to execute, deliver, and to incur the obligations provided for under this Agreement and to perform its duties under same; (ii) the execution, delivery and performance of this Agreement does not, and will not, violate any provision of law applicable to the School or to the Academy Board; and (iii) the execution, delivery and performance of this Agreement does not, and will not, conflict with or result in a default under any agreement or instrument to which the School or the Academy Board is a party.

7.2 SLM Warranties and Representations. SLM represents and warrants to the Academy Board that, as of the Effective Date of this Agreement: (i) SLM is an existing corporation in good standing within the state of Indiana and is working with Success BLC of South Bend, an Indiana nonprofit who will obtain 50l(c)(3) federal nonprofit status, and that SLM has the authority under law to execute, deliver, and to incur the obligations provided for under this Agreement and to perform its duties under same; (ii) the execution, delivery and performance of this Agreement does not, and will not, violate any provision of law applicable to SLM; and (iii) the execution, delivery and performance of this Agreement does not, and will not, conflict with or result in a default under any agreement or instrument to which SLM is a party.

ARTICLE VIII
TERMINATION AND EFFECTS OF TERMINATION

8.1 Termination. This Agreement may be terminated for the following reasons:

(a) By SLM, immediately, if: (i) for any reason there is a material impairment in the receipt of Revenues for any Academic Year to the effect that SLM, in its sole discretion, determines that there would be insufficient funds available for the orderly operation of the School in a manner and at a level of service reasonably expected to meet the goals established in the Educational Program, to receive a passing annual report card for the School as required by the DOE, or to pay the Management Fee; (ii) the School is ordered by the DOE or any court or governmental authority to cease operations; (iii) the School is unable to pay its debts as they come due or has filed a petition seeking protection from its creditors under Federal bankruptcy laws or any state counterpart thereto, or has been deemed insolvent under such laws; (iv) the Academy Board fails to approve a Budget for the Academic Year as required pursuant to Article 4.3 above; or (v) the Academy Board is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared Force Majeure.

(b) By SLM, after written notice, if the Academy Board or the School is in material breach of any of its respective covenants, duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after SLM has provided the Academy Board with written notice of the material breach.

(c) By the Academy Board, immediately, if: (i) the School or SLM is deemed to be insolvent under the Federal Bankruptcy Code or is unable to pay their respective debts as they come due or have filed a petition seeking protection from its creditors under Federal bankruptcy law or any state counterpart thereto and SLM has not filed a plan for reorganization under Chapter 11 of the United States Bankruptcy Code in the time allotted therein; (ii) the School is ordered by the School authorizer, DOE or any court or governmental authority to cease operations; or (iii) SLM is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared a Force Majeure

(d) By the Academy Board, after written notice, if SLM is in material breach of any of its respective duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after the Academy Board has provided SLM with written notice of the material breach.

8.2 Duties Upon Termination. This Article 8.2 shall survive any expiration or termination of this Agreement.

(a) Upon termination of this Agreement for any reason whatsoever, the Academy Board on behalf of the School shall immediately pay to SLM and/or any of SLM's affiliates all amounts due and owing to SLM under the terms of this Agreement. Furthermore, the Academy Board on behalf of the School shall return to SLM any materials containing the Educational Model, SLM's methods of instruction or operation and, subject to Article 8.2(b) below, all real and personal property owned by SLM and paid for by SLM with non-public funds. SLM shall assist the School in the transition of management and operations, including, but not limited to: (i) the orderly transition and return of all student records, the School Facility, and all other School property, equipment and material owned by the School; (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.

(b) Upon termination of this Agreement for any for any of the reasons set forth in Section 8.1(c) or (d) or upon mutual consent of the parties , the Academy Board on behalf of the School shall have the right to exercise the option of: (i) having all personal property leases relating to the operation of the School assigned to and assumed by the School to the extent permitted by the terms of such leases; and (ii) purchasing all personal property owned by SLM as determined in accordance to the Budget and the School's list of tagged assets and used exclusively or primarily in connection with the operation of the School. The purchase price for any SLM-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. For purpose 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: (i) computers and software - three (3) years; (ii) furniture, fixtures and textbooks - five (5) years; (iii) buildings or leasehold improvements - twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by SLM. In the event that the Academy Board chooses to exercise its option of purchasing all personal property owned by SLM and used exclusively or primarily in connection with the operation of the School, it must purchase all of said personal property, except any proprietary materials, and must also exercise its option to assume all personal property leases relating to the operation of the School.

(c) To exercise its options under Article 8.2 (b) above, the Academy Board must provide SLM with at least thirty (30) days written notice prior to the termination of this Agreement, unless the termination of this Agreement is immediate pursuant to Articles 8.l (a) or (c), at which time the Academy Board shall be granted a total of fifteen (15) days to exercise its options under Article 8.2 (b).

ARTICLE IX
INSURANCE

9.1 Insurance Coverage. SLM shall at all times maintain general liability insurance at levels deemed to be appropriate by a credible agent with knowledge of SLM's operations, but in amounts not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. The Board on behalf of the School shall at all times maintain appropriate levels of insurance that meet or exceed those levels required by the authorizer contract. The Parties shall both list each other as additional insured on their respective policies. The Board shall also list the authorizer as an additional insured on the School's policy. Upon request, each Party to this Agreement shall present evidence to the other Party that it maintains the requisite amount of insurance in compliance with the provisions of this paragraph. Each Party shall comply with any information or reporting requirements

required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE X
MISCELLANEOUS

10.1 Entire Agreement; Merger. This Agreement together with any attachments hereto set forth the entire understanding between the Parties with respect to the operation of the School and supersedes and replaces any and all other agreements or understandings by and between the Parties hereto with respect to the creation and operation of the School.

10.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in the performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood or natural accident; provided that either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

10.3 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 Indiana.

(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 60 days.

(c) As soon as the discovery is concluded, but in any event within 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 the prevailing party shall recover its reasonable attorneys' fees and other costs incurred in the proceedings, in additional 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.

10.4 Official Notices. All notices or other communications required or permitted under the Agreement shall be in writing and shall be given by personal delivery, confirmed facsimile, electronic mail (e-mail), or commercial courier addressed to the Party at its principal address as follows:

If to the School:
Attn: _____Board Chairman
Address: Success BLC of South Bend
Email: _____

And to

Attn: _____ Counsel
Address:
E-mail:

If to SLM:

Attn: _____Co-Founder
Address:
Email:

And to:

Attn: _____ Counsel
Address:
Email:

All notices and other communications required or permitted under the Agreement that are addressed as provided in this section will: (i) if delivered personally, be deemed given upon delivery, (ii) if delivered by facsimile transmission, be deemed given when sent and confirmation of receipt is received, (iii) if delivered by commercial courier, be deemed given upon receipt; and (iv) if delivered by electronic mail (e-mail) transmission, be deemed given when sent.

10.5 Amendment. This Agreement shall not be altered, amended, modified or supplemented except in writing and signed by the Parties hereto.

10.6 Waiver. No waiver or delay of any provision of this Agreement at any time shall be deemed or shall constitute a waiver of any other provision.

10.7 Cost and Expenses. If any Party hereto commences an action against the other Party as a result of a breach or alleged breach of this Agreement, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys' fees and costs of suit.

10.8 Severability. Should any term or provision of this Agreement be deemed unenforceable or invalid in any way, such term shall be stricken, and the remainder of this Agreement shall continue in full force and effect.

10.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but taken together shall be deemed to be a single enforceable agreement.

10.10 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.

10.11 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 party, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

10.12 Independent Activity. All the parties to this Agreement understand that SLM's business is to operate and manage charter schools. As such, the parties agree that SLM and its affiliates, may operate other charter schools in and outside of the state whether the same may be considered competitive with the School.

10.13 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.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement authorizing the effective date as stated above. The Effective Date of this Agreement is as stated on page 1 of this Agreement.

Success BLC of South Bend, Inc.
an Indiana nonprofit corporation

_____
By:
Its: Board Chairman

Success Learning Management, LLC
a Michigan Limited Liability Company

_____
By:
Its: Co-Founder

Attachment 16B - SCHOOL TERM SHEET

SUCCESS BLC OF SOUTH BEND
MANAGEMENT AGREEMENT TERMS SHEET

The Success BLC of South Bend Academy Board is the decision-making authority for the school (School) and has contracted with Success Learning Management, LLC (SLM) to provide daily operational management as defined in the management agreement. The roles are reflected in our organizational charts and responsibilities are detailed in job descriptions management agreement. SLM provides the leadership and staff on site at the School, the educational program, training, leadership and the majority of the back-office support, providing through management personnel so that the School staff can focus on the student education. The SLM staffing chart is as attached and reflects the high level, experienced and capable leadership necessary to ensure learning is occurring on every day during every opportunity.

DURATION OF THE AGREEMENT

1.2 Term. The initial term of this Agreement shall commence as of the Effective Date and shall end at 11:59 p.m. (EST) on June 30, 2024 (the "Initial Term") unless otherwise terminated as provided herein. This Agreement shall automatically renew for successive five-year periods (each a "Renewal Term") unless either SLM or the Academy Board provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term). The terms and conditions of this Agreement shall apply to any Renewal Term. The Initial Term and all Renewal Terms, if any, are collectively referred to herein as the "Term."

BOARD AND SCHOOL DUTIES AND RESPONSIBILITIES

3.1 Good Faith Obligation. At all times, the Board and the School shall exercise in good faith their respective rights, duties and obligations under this Agreement, as well as the authority granted to them under State law respecting the School and SLM as operator of the School.

DUTIES AND RESPONSIBILITIES OF THE EDUCATIONAL SERVICE PROVIDER

2.1 Services to be provided to the School and the Board. SLM shall provide the School and the Board with the following services for which the School shall be solely responsible for all costs associated with the provision of such services in addition to the management fee set forth in Article 4.4 of this Agreement.

(a) Curriculum, Instructional Design, and Educational Philosophy - SLM shall assist the School with implementing an educational program at the School consistent with the terms of this Agreement and SLM's educational goals and philosophy (referred to as the "SLM Educational Model" and attached hereto as Exhibit A and made a part hereof.

(b) Talent Acquisition - SLM shall assist the Board with identifying, recruiting, and interviewing individuals suitable for employment with the School. SLM shall be responsible for hiring all staff and personnel necessary for the proper operation and administration of the School.

(c) Human Resources Administration - SLM shall be responsible for conducting background checks on newly hired School employees, processing and maintaining all personnel records for School employees, and implementing and enforcing workplace rules, policies and procedures (including disciplinary and termination procedures).

(d) Executive Leadership, Supervision and Professional Development - SLM shall provide the School with executive level guidance and leadership consistent with the terms of this Agreement, the charter contract, and applicable State and Federal rules and regulations. In accordance with its Educational Model (attached hereto as Exhibit A), SLM will institute a rigorous training and supervision program for building level leaders and shall be responsible for ensuring that School staff members receive the appropriate and required amount of professional development training necessary to enhance employee knowledge, experience, and HQT status for all teaching personnel.

(e) Financial Management - The Board shall retain a Fiscal Officer on behalf of the Academy Board and the School. The Fiscal Officer shall be responsible for overseeing all aspects of the financial operation of the School (including budgeting, internal controls, fiscal policies, and audits). Notwithstanding this provision, SLM may also, at its own expense, maintain its own Fiscal Officer which shall cooperate with the Fiscal Officer retained by the Academy Board and may serve as liaison as appropriate between SLM and the Board on all financial matters, including the financial operation of SLM in connection with the School's budget as approved by the Academy Board.

(f) State Data Reporting - SLM shall be responsible for the administration of all student data, including, but not limited to, input of student data into State systems such as SOES, EMIS, EMAD, FLICS. SLM shall provide advance notice to the Board where possible and be in attendance and act on behalf of the Board and the School at all State level reviews or audits relating to State mandated reporting of student data.

(g) Payroll and Benefits - SLM shall be responsible for the administration of payroll and benefits for all School employees, including remittances of all necessary withholdings and required filings.

(h) Grants Management and Fundraising - SLM shall assist in managing all grants and other State and Federal Awards that the School may receive, including ensuring that all monies received under these programs are expended for their intended purpose and that all required reporting requirements under such programs are met. SLM shall also recommend, apply for, and assist the Academy Board in fundraising efforts mutually agreed upon by the Parties.

(i) Centralized Purchasing - SLM shall have the overall responsibility for the purchasing of all goods and services necessary for the orderly operation of the School. SLM may utilize the School Administrator and the School's Fiscal Officer to assist in this process. SLM shall have the overall responsibility and authority to negotiate the terms of the purchase, license or lease of all furniture, computers, software, equipment and all other personal property necessary for the operation of the School, and to consummate the purchase, license or lease of the equipment and personal property where the cost of such purchase, license or lease is not expected to exceed the lesser of (i) the amount (if any) budgeted or pre-approved for such cost, or (ii) $ 10,000, whether paid in a single amount or in installments, in a single fiscal year. SLM shall be responsible from the time of the purchase, license or lease and at all times thereafter, for the management and maintenance of the equipment in proper working order.

(j) Board Governance Services - SLM shall assist the Academy Board or its designee in preparation for upcoming

Board meetings, including preparation of required documentation, securing a meeting location, sending out materials in advance of meetings, and in any other fashion agreed upon by the Parties. At no time shall such assistance be used as a means to usurp the authority of the Academy Board. SLM shall assist the Academy Board or its designee by performing other liaison services with governmental and quasi-governmental offices and agencies as may be necessary in the dayto-day operations or as required by this Agreement.

(k) Marketing and Community Outreach - SLM shall provide the School with appropriate marketing and community outreach support, including joint enrollment and recruitment activities as set forth in Section 2.6 of this Agreement.

(I) Technology Administration - SLM will assist with securing and implementing the necessary technology for the smooth and orderly operation of the School and for ensuring that such technology remains in continuous working condition barring conditions beyond SLM's control. SLM shall also assist in the application for and administration of Federal e-Rate funds to offset the costs of necessary technology investments.

(m) Food Service Management - SLM shall assist the School with all aspects of food service management, including ordering meals, distribution of meals, accounting of meals served for purposes of filing reimbursement claims, administering the completion of Free/ Reduced Lunch Income Forms, and following all applicable State and Federal rules and regulations that apply to food service management. SLM shall provide advance notice to the Board where possible and be in attendance and act on behalf of the Board and the School at all State level reviews or audits relating to food service management.

(n) Transportation Management - SLM shall provide the School with transportation contracting options for students attending the School and shall manage student transportation requirements.

(o) Facility Acquisition and Management - SLM shall assist the Board in identifying facilities that are suitable for lease - whether by independent lease or by expansion of operations under an existing lease by the School. Additionally, SLM shall be responsible for ensuring that the School facility, including any common areas used by the School, is cleaned and in good working order.

SERVICE GOALS ALIGNED TO CHARTER CONTRACT GOALS

2.2.3 SLM agrees to operate the School in such a manner that implements the educational goals and programs of both the Academy Board and SLM. SLM shall adhere to rules and regulations, and make adequate progress toward achieving goals as established in the School's charter contract (collectively referred to as the "Educational Model" and more fully described in Exhibit A); provided, however, SLM shall not be required to take any action or engage in any conduct or refuse to take any action or engage in any conduct that SLM determines would be in material violation of any applicable Federal, State or local laws, ordinances or regulations or that would violate the civil rights of any student, parent, guardian, SLM employee, agent or contractor. Such action or inaction by SLM pursuant to this Article 2.2.3 shall not constitute a breach of this Agreement. If SLM determines that it is necessary to modify the Educational Model, it shall present its recommendations to the Academy Board in writing and the Academy Board shall give prompt and good faith consideration to SLM's requested changes.

FEE STRUCTURE

4.4 SLM Management Fee. In consideration for the services provided by SLM hereunder, and more specifically as enumerated in Article 2.1, the Board agrees to pay SLM a fee for each Academic Year in an amount equal to Fifteen Percent (15%) of the total Revenues received by the School (hereinafter referred to as the "Management Fee"). For purposes of calculating the Management Fee, Revenues shall be defined as stated in Article 4.1 above. Within five (5) business days of the receipt of a State Settlement Payment ("FTE Money"), the School shall remit to SLM 15% of all Revenues received by the School since the remittance of the previous month's Management Fee. On at least a quarterly basis, a reconciliation of the Management Fee will be prepared by the Fiscal Officer between the Management Fee earned and Management Fees paid. Any amounts determined to be due to or due from SLM as a result of this reconciliation will be reflected in the subsequent Management Fee to be paid to SLM. Any amounts outstanding at the end of the Fiscal Year will be reflected on the financial statements of the Academy Board.

TERMINATION

Termination. This Agreement may be terminated for the following reasons:

(a) By SLM, immediately, if: (i) for any reason there is a material impairment in the receipt of Revenues for any Academic Year to the effect that SLM, in its sole discretion, determines that there would be insufficient funds available for the orderly operation of the School in a manner and at a level of service reasonably expected to meet the goals established in the Educational Program, to receive a passing annual report card for the School as required by the DOE, or to pay the Management Fee; (ii) the School is ordered by the DOE or any court or governmental authority to cease operations; (iii) the School is unable to pay its debts as they come due or has filed a petition seeking protection from its creditors under Federal bankruptcy laws or any state counterpart thereto, or has been deemed insolvent under such laws; (iv) the Academy Board fails to approve a Budget for the Academic Year as required pursuant to Article 4.3 above; or (v) the Academy Board is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared Force Majeure.

(b) By SLM, after written notice, if the Academy Board or the School is in material breach of any of its respective covenants, duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after SLM has provided the Academy Board with written notice of the material breach.

(c) By the Academy Board, immediately, if: (i) the School or SLM is deemed to be insolvent under the Federal Bankruptcy Code or is unable to pay their respective debts as they come due or have filed a petition seeking protection from its creditors under Federal bankruptcy law or any state counterpart thereto and SLM has not filed a plan for reorganization under Chapter 11 of the United States Bankruptcy Code in the time allotted therein; (ii) the School is ordered by the School authorizer, DOE or any court or governmental authority to cease operations; or (iii) SLM is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared a Force Majeure

(d) By the Academy Board, after written notice, if SLM is in material breach of any of its respective duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after the Academy Board has provided SLM with written notice of the material breach.

Attachment 16C - Legal Document for ESP

- **Foreign Registration Statement**
- **Certificate of Licensing and Regulatory Affairs**
- **Certificate of Assumed Name**
- **Operating Agreement**

State of Indiana
Office of the Secretary of State

Foreign Registration Statement

SUCCESS LEARNING, LLC

I, CONNIE LAWSON, Secretary of State, hereby certify that an Registration Statement of the above Foreign Limited Liability Company has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, November 30, 2018.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 03, 2018

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201811301291811 / 8098998

To ensure the certificate's validity, go to https://bsd.sos.in.gov/PublicBusinessSearch

FOREIGN REGISTRATION STATEMENT

State Form 56369 (R4 / 7-18)

Approved and Filed
20181130129181l/8098998
Filing Date: 12/03/2018
Effective :11/30/2018 11:00
CONNIE LAWSON
Indiana Secretary of State

Indiana Code 23-0.5-5-3
23-0.5-9-28
23-0.5-9-29
23-1.5-2-3

FILING FEE:
For-Profit Entities: $125.00
Foreign Master LLCs: $250.00
Nonprofit Corporations: $75.00

FOREIGN REGISTRATION STATEMENT

The undersigned, desiring to register a foreign entity with the Secretary of State pursuant to the provisions of Indiana Code 23-0.5-5-3, executes the following Foreign Registration Statement.

ARTICLE I – NAME OF ENTITY

Legal name of the entity *(The name must comply with Indiana Code 23-0.5-3-1.)*
Success Learning, LLC

If the name does not comply with Indiana Code 23-0.5-3-1, the alternate name of the entity adopted under Indiana Code 23-0.5-5-6

ARTICLE II – ENTITY INFORMATION

Entity type *(select one)*
☐ Corporation, including Benefit Corporation and Professional Corporation ☐ Nonprofit Corporation ☒ Limited Liability Company
☐ Master Limited Liability Company ☐ Series ☐ Limited Liability Partnership ☐ Limited Partnership

If the entity is a nonprofit corporation, indicate if the corporation will have members.
☐ Yes ☐ No members

If the corporation had been incorporated in Indiana, it would be a *(select one)*:
☐ Public Benefit Corporation ☐ Mutual Benefit Corporation ☐ Religious Corporation

If the entity is a Limited Liability Company or Master Limited Liability Company, the Limited Liability Company will be managed by its manager or managers.
☒ Yes ☐ No ☐ The LLC will be a single-member LLC. *(optional)*

If the entity is a Master Limited Liability Company, the Master LLC is authorized transact business in Indiana in accordance with Indiana Code 23-18.1 and is organized under a law that allows for the designation of one (1) or more series.

The jurisdiction of formation
Michigan

Date the entity was formed in its jurisdiction of formation *(month, day, year)*
02/04/17

ARTICLE III – STREET ADDRESS

The street address of the foreign entity:

Number and street	City	State	ZIP code
250 Washington Avenue	Grand Haven	MI	49417

ARTICLE IV – REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to INBIZ.in.gov.

Electronic Service of Process Information

Sending an e-mail to the e-mail address provided by a registered agent is NOT sufficient to effectuate valid service of process.

The Secretary of State is currently collecting a service of process e-mail address for registered agents under IC 23-0.5-4-3. Until the Indiana Supreme Court writes rules and develops a technical solution, valid service may not be effectuated electronically.

If you do not want to provide a service of process e-mail address, you may choose to use a commercial registered agent. Because all commercial registered agents are required to have a service of process e-mail address on record with the Secretary of State, choosing to use a commercial registered agent means that you are not required to provide another service of process e-mail address.

Provide either commercial registered agent or noncommercial registered agent information below.

☒ Commercial registered agent — Name of registered agent *(Do not provide address.)*: Heather Willey

OR

☐ Noncommercial registered agent — Name of registered agent:

Address *(number and street) (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)*	City	State	ZIP code
11 South Meridian Street	Indianapolis	IN	46204-3535

E-mail address of the registered agent at which the registered agent will accept electronic service of process
heather.willey@btlaw.com

☒ By checking the box, the Signator(s) represent(s) that the Registered Agent named in this Foreign Registration Statement has consented to the appointment of Registered Agent.

SEC OF STATE RCVD
NOV 30 '18 PM 12:32

Approved and Filed
20181130129181l/8098998
Filing Date: 12/03/2018
Effective: 11/30/2018 11:00
CONNIE LAWSON
Indiana Secretary of State

In Witness Whereof, the undersigned duly authorized representative of the entity executes this Foreign Registration Statement and certifies, subject to penalties of perjury, that the statements contained herein are true, this 28TH day of NOVEMBER, 2018.

Signature	
Printed name Douglas J. McNeil	Title SECRETARY

Approved and Filed
20181130129181 1/8098998
Filing Date: 12/03/2018
Effective :11/30/2018 11:00
CONNIE LAWSON
Indiana Secretary of State

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

SUCCESS LEARNING, LLC

was validly authorized on February 4 , 2017, as a Michigan DOMESTIC LIMITED LIABILITY COMPANY. and said limited liability company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

IN SEC OF STATE RCVD
NOV 30 '18 PM12:34

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 28th day of November , 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 18119456720

Verify this certificate at: URL to eCertificate Verification Search http://www.michigan.gov/corpverifycertificate.

State of Indiana
Office of the Secretary of State

Certificate of Assumed Business Name
of

SUCCESS LEARNING, LLC

I, CONNIE LAWSON, Secretary of State, hereby certify that a Certificate of Assumed Business Name of the above Foreign Limited Liability Company has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

Following said transaction, the above named entity will transact business under the assumed business name(s) of:

SUCCESS LEARNING MANAGEMENT

NOW, THEREFORE, with this document I certify that said transaction will become effective **Wednesday**, **January 09, 2019.**

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, **January 09, 2019.**

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201811301291811 / 8143345

To ensure the certificate's validity, go to https://bsd.sos.in.gov/PublicBusinessSearch

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
01/09/2019 09:06 AM

CERTIFICATE OF ASSUMED BUSINESS NAME

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID	201811301291811
BUSINESS TYPE	Foreign Limited Liability Company
BUSINESS NAME	SUCCESS LEARNING, LLC
PRINCIPAL OFFICE ADDRESS	250 WASHINGTON AVE, Grand Haven, MI, 49417, USA

EFFECTIVE DATE

EFFECTIVE DATE	01/09/2019
EFFECTIVE TIME	09:01AM

ASSUMED NAME AND ADDRESS

Success Learning Management	250 WASHINGTON AVENUE, GRAND HAVEN, MI, 49417, USA

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **January 9**, **2019**.

SIGNATURE	DOUGLAS J MCNEIL
TITLE	Member

Business ID : 201811301291811
Filing No. : 8143345

FIRST AMENDED AND RESTATED

OPERATING AGREEMENT

OF

Success Learning, LLC, d/b/a Success Learning Management

A Michigan Limited Liability Company

Effective December 1, 2018

THIS FIRST AMENDED AND RESTATED OPERATING AGREEMENT (the "**Agreement**") is made and entered into as of December 1, 2018, by and among Success Learning, LLC, a Michigan limited liability company (the "Company"), Implement Now Solutions, LLC, Travis Gostinger, Robert Giordano, Blended Education Solutions, LLC, and James Bermingham (each individually a "**Member**", and collectively with other Members, the "**Members**") and any additional parties subsequently admitted as Members.

ARTICLE I
ORGANIZATION

1.01 Formation. The Company has been organized as a Michigan limited liability company under and pursuant to the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, as amended (the "**Act**"), by the filing of Articles of Organization ("**Articles**") with the Department of Licensing and Regulatory Affairs of the State of Michigan as required by the Act. No parties will be admitted as Members after the execution of this Agreement unless such parties first consent in writing to be bound by the terms of this Agreement.

1.02 Name. The name of the Company is Success Learning, LLC, d/b/a Success Learning Management. The Company may also conduct business under one or more assumed names.

1.03 Purposes. The purpose of the Company is to engage in any activity within the purposes for which a limited liability company may be formed under the Act.

1.04 Duration. The Company will be perpetual unless otherwise stated in the Articles, or until the Company may be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

1.05 Registered Office and Resident Agent. The Registered Office and Resident Agent of the Company will be as designated in the Articles. The Registered Office and Resident

Agent may be changed from time to time as provided in the Act. If the Resident Agent resigns, the Company will promptly appoint a successor.

1.06 Intention for Company. The Members specifically intend that the Company is not a partnership (including a limited partnership) or any other venture but a Limited Liability Company under and pursuant to the Act. No Member will be construed to be a partner in the Company or a partner of any other Member, or person, and the Articles, this Agreement and the relationships created by and arising from this Agreement will not be construed to suggest otherwise.

ARTICLE II
DEFINITIONS

2.01 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined have the following meanings:

(a) **"Adjusted Capital Account Deficit"** means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore (pursuant to the terms of such Member's promissory note or otherwise) or is deemed to be obligated to restore pursuant to Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5).

(ii) Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply and will be interpreted consistently with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d).

(b) **"Capital Account"** means, with respect to any Member, the capital account maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account, there will be credited such Member's Capital Contributions, such Member's distributive share of Profits (below defined) and any items in the nature of income or gain that are specially allocated pursuant to this Agreement, and the amount of any Company liabilities assumed by such Member or which are secured by any Company property distributed to such Member.

(ii) To each Member's Capital Account there will be debited the amount of cash and the Gross Asset Value of any Company property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses (below defined) and any items in the nature of expenses or losses which are specially allocated pursuant to this Agreement, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(iii) In determining the amount of any liability for purposes of subsections (i) and (ii) above, there will be taken into account Code Section 752(c), the Regulations under Code Section 752(c), and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Code Section 704(b) and Regulations Section 1.704-1(b), and will be interpreted and applied in a manner consistent with such Regulations. If the Members determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits to the Capital Accounts (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members), are computed in order to comply with such Regulations, the Members may make such modification, provided that the requirements in the Code and Regulations are complied with and it is not likely to have a material effect on the amounts distributable to any Member pursuant to Article X of this Agreement, upon the dissolution of the Company. The Members also will (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of membership capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications if unanticipated events might otherwise cause this Agreement not to comply with Regulations Sections 1.704-1(b) and 1.752-0 *et seq.*

(c) **"Capital Contribution"** means, with respect to any Member, the amount of money and/or the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the Membership Interest held by such Member pursuant to the terms of this Agreement. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note will not be included in the Capital Account of any person until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2). No interest will accrue on any Capital Contribution and no Member will have any right to withdraw or to be repaid any Capital Contribution except as provided in this Agreement.

(d) **"Members"** means those Members identified as Members on the attached Exhibit A.

(e) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(f) **"Company Fair Market Value"** has the meaning ascribed to it in Section 9.09 of this Agreement.

(g) **"Company Minimum Gain"** has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

(h) **"Depreciation"** means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation will be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year

is zero, Depreciation will be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

(i) **"Distribution Rights"** has the meaning ascribed to it in Section 9.05 of this Agreement.

(j) **"Gross Asset Value"** means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of such asset, as determined by the contributing Member and the Members;

(ii) The Gross Asset Values of all Company assets will be adjusted to equal their respective gross fair market values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by the Company to a Member of more than a *de minimis* amount of Company property as consideration for an interest in the Company; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) provided, however, that the adjustments pursuant to clauses (a) and (b) above will be made only if the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member will be the gross fair market value of such asset on the date of distribution; and

(iv) The Gross Asset Values of Company assets will be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Section 11.01(h) of this Agreement; provided, however, that Gross Asset Values will not be adjusted pursuant to this subsection to the extent the Members determine that an adjustment pursuant to subsection (ii) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsections (i), (ii) or (iv) above, such Gross Asset Value will thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(k) **"Manager"** has the meaning ascribed to it in Section 7.01 of this Agreement.

(l) **"Member"** includes and means any person or entity executing this Agreement as of the date of this Agreement as a Member, or who is subsequently admitted as a Member of the Company, pursuant to and in accordance with this Agreement, including any Member.

(m) **"Member Minimum Gain"** means a Member's share of Company Minimum Gain determined in accordance with Regulations Section 1.704-2(g).

(n) **"Member Nonrecourse Debt"** has the meaning set forth in Regulations Section 1.704-2(b)(4).

(o) **"Member Nonrecourse Debt Minimum Gain"** has the meaning and is determined according to the provisions set forth in Regulations Section 1.704-2(i)(3).

(p) **"Member Nonrecourse Deductions"** has the meaning set forth in Regulations Sections 1.704-2(1) and 1.704-2(i)(2).

(q) **"Membership Interest"** will mean the Member's rights in the Company, including, but not limited to, the right to receive distributions of the Company's assets and any right to vote or participate in the management of the Company.

(r) **"Nonrecourse Deductions"** has the meaning set forth in Regulations Section 1.704-2(b)(1).

(s) **"Nonrecourse Liability"** has the meaning set forth in Regulations Section 1.704-2(b)(3).

(t) **"Permitted Assignee"** has the meaning ascribed to it in Section 9.02 of this Agreement.

(u) **"Profits"** and **"Losses"** means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section will be added to such taxable income or will reduce such loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, will be subtracted from such taxable income or added to such loss

(iii) If the Gross Asset Value of any Company asset is adjusted pursuant to Section 2.01(k)(ii) or 2.01(k)(iii) of this Agreement, the amount of such adjustment will be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes will be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there will be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 2.01(i) of this Agreement; and

(vi) Notwithstanding any other provision of this definition of Profits or Losses, any items that are specially allocated pursuant to this Agreement will not be taken into account in computing Profits or Losses.

(v) **"Regulations"** means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(w) **"Sharing Ratios"** means the interests of the Members in the total capital in the Company which may be adjusted from time to time to reflect changes in the Capital Accounts of the Members and the total capital in the Company.

(x) **"Transfer"** means the transfer, alienation, sale, assignment, pledge or other disposition or encumbrance of the interest of any Member in the Company, whether voluntarily or involuntarily.

ARTICLE III
BOOKS, RECORDS AND ACCOUNTING

3.01 Books and Records. The Company will maintain complete and accurate books and records of the Company's business and affairs as required by the Act and such books and records will be kept at the Company's principal office.

3.02 Fiscal Year; Accounting. The Company's fiscal year will be the calendar year. The particular accounting methods and principles to be followed by the Company will be determined by the Members from time to time.

3.03 Reports. The Members will cause to be prepared reports concerning the financial condition and results of operation of the Company and the Capital Accounts of the Members in the time, manner and form as they shall determine. Such reports will be provided at least annually

as soon as practicable after the end of each calendar year and will include a statement of each Member's share of Profits and other items of income, gain, loss, deduction and credit.

3.04 Member's Accounts. The Company will maintain a separate Capital Account for each Member as provided in Section 2.01(b).

ARTICLE IV
CAPITAL CONTRIBUTIONS

4.01 Initial Commitments and Contributions. By the execution of this Agreement, the Members agree to make the capital contributions set forth on the attached Exhibit A (the **"Initial Capital Contributions").**

4.02 Sharing Ratios. The Sharing Ratios of the respective Members shall be as set forth on the attached Exhibit A, which may be amended from time to time.

4.03 Additional Contributions. In addition to the Initial Capital Contributions, the Manager may determine from time to time that additional Capital Contributions are needed to enable the Members to conduct its business and affairs. If so determined, each Member will make a pro-rata additional Capital Contribution in accordance with that Member's Sharing Ratio.

4.04 Failure to Contribute. If a Member fails to make an additional Capital Contribution required pursuant to Section 4.03, any of the remaining Members may elect to lend to such Member the amount of such required capital pro-rata based on the Sharing Ratios of the remaining Members. In such event, the Sharing Ratios of the Members will remain unchanged, but the loan will be evidenced by a promissory note (at the prime rate as determined from time to time by the Company's then principal bank) and will be secured by such borrowing Member's Distribution Rights. The funds of such loan will be paid to the Company as an additional Capital Contribution. To the extent that none of the remaining Members desire to lend such funds or such Member does not desire to borrow funds from the remaining Members (or otherwise refuses to execute the referenced promissory note), the remaining Members may elect to contribute the balance of such required capital in proportions agreed to by the remaining Members or, in the event that such remaining Members fail to agree, in accordance with their Sharing Ratios. In such event, the Sharing Ratios of the Members will be adjusted to take into consideration the additional Capital Contribution made.

ARTICLE V
ALLOCATIONS AND DISTRIBUTIONS

5.01 Allocations. Except as may be required by the Code or this Agreement, as amended from time to time, Profits, Losses, and other items of income, gain, loss, deduction and credit of the Company will be allocated among the Members in accordance with their Sharing Ratios.

5.02 Distributions. The Company will make distributions of Profits to the Members from time to time in accordance with the Act. Distributions will be in cash or property or partially in both, as determined by the Members. Notwithstanding anything contained in this Agreement to the contrary, distributions of Profits to the Members will be made in the following

order of priority: (i) on or prior to January 15 of each year, the Company will distribute to the Members, in accordance with their Sharing Ratios, an amount sufficient to cover the highest tax liability imposed on any Member as a result of profits generated by the Company in the most recently concluded fiscal year, provided such distribution does not violate the Act; (ii) on or prior to January 15 of each year, to each Member, an amount equal to 5% of such Member's Initial Capital Contribution; provided, however, such distribution will be made only if the Company has a positive operating income during the one year period ending on the December 31 immediately preceding the proposed distribution; and (iii) on or prior to January 31 of each year, all remaining Profits for the prior calendar will be distributed to the Members in accordance with their respective Sharing Ratio. However, notwithstanding anything in this Agreement to the contrary, no distribution described in this Section 5.02 will be made, other than regarding a Member's tax liability, until after the Members have determined, in their reasonable discretion, that the Company has sufficient cash on hand that exceeds the current and anticipated needs of the Company to fulfill its business purposes (including needs for operating expenses, debt service, reserves and mandatory distributions, if any), and has allocated such amount as determined in their reasonable discretion to provide growth capital for the Company. No distribution will be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities.

ARTICLE VI
MEETINGS OF MEMBERS

6.01 Voting. The Company may hold an annual meeting of Members on such date each year as determined by the Members, to conduct such business and address such matters as the Members may raise at such meeting. Each Member will be entitled to vote on any matter submitted to a vote of the Members and will vote in accordance with the following ratios (the **"Voting Ratio"**) as shown on the attached Exhibit A. The Voting Ratio of the Members shall be the same as their respective Sharing Ratios, and any change to a Member's Sharing Ratio shall result in a similar and immediate change to their Voting Ratio. All Members will have the right to vote on all of the following: (a) the dissolution of the Company; (b) the merger of the Company; (c) a transaction involving an actual or potential conflict of interest between a Member and the Company; (d) an amendment to the Articles; (e) the sale, exchange, lease or other transfer of all or substantially all of the assets of the Company other than in the ordinary course of business; or (f) the purchase of any capital asset the cost of which exceeds $25,000; or (g) borrowing money on behalf of the Company in excess of $100,000 in any 12-month period.

6.02 Required Vote. Except as otherwise provided in this Agreement, the affirmative vote of a majority of the Voting Ratios of the Members entitled to vote or consent on such matter will be required to constitute the approval or determination of the Members. Any arrangement by which a Member or the members, officers, directors or shareholders of a Member which is a limited liability company or corporation, would receive compensation from the Company, other than distributions in accordance with Section 5.02 or business expense reimbursements under Section 7.07, shall require the prior written consent of all the Members.

6.03 Consent. Any action required or permitted to be taken at any meeting of the

Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Membership Interests entitled to vote on the action were present and voted.

ARTICLE VII
MANAGEMENT

7.01 Management of Business. The business and affairs of the Company will be managed by its Members in accordance with the terms of this Agreement, the Articles, and the Act. The Members will have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business.

7.02 Appointment of Officers of the Company. Notwithstanding that the Company is a limited liability company, the Members will be permitted to appoint one or more person(s) as officers of the Company as they may determine. In the event any such officers are appointed; the Members will define the duties and authority of such officers. The term of office of all officers will commence upon their election or appointment and will continue until their respective successors are elected or appointed and qualified or until their resignation or removal. Any officer may be removed from office by the Members with or without cause. An officer may resign by written notice to the Company. The resignation will be effective upon its receipt by the Company or at a subsequent time specified in the notice of resignation.

7.03 Limitations. Notwithstanding any other provision of this Agreement, no act will be taken, sum expended, decision made, obligation incurred, or power exercised by the officers on behalf of the Company, except by the approval of the Members in accordance with Section 6.02 above, with respect to (a) any significant and material purchase, receipt, lease, exchange, or other acquisition of any real or personal property or business; (b) the sale of all or substantially all of the Company's assets and property; (c) any mortgage, grant of security interest, pledge, or encumbrance on all or substantially all of the Company's assets and property; (d) any merger; (e) any amendment or restatement of the Articles or this Agreement; (f) any matter that could result in a change in the amount or character of the Company's capital; (g) any change in the character of the Company's business and affairs; (h) the commission of any act that would make it impossible for the Company to carry on its ordinary business and affairs; or (i) any act that would contravene any provision of the Articles, Agreement, or the Act.

7.04 Officers Standard of Care; Liability. The officers will discharge their respective duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Manager reasonably believes to be in the Company's best interests. The officers will not be liable for any monetary damages to the Company for any breach of such duties except for (a) receipt of a financial benefit to which the officer is not entitled; (b) assenting to a distribution to Members in violation of this Agreement or the Act; or (c) a knowing violation of the law. The officers do not in any way guarantee the

return of any Member's Initial Capital Contribution or a profit for the Members from the operations of the Company.

7.05 Reimbursement. The officers will be entitled to reimbursement from the Company only for all mutually agreed upon expenses of the Company reasonably incurred and paid for by the officer on behalf of the Company.

7.06 Devotion of Time to the Company. The Members will not be required to manage the Company as their sole and exclusive function and are not expected to provide a work-effort commitment level consistent with a full-time employment arrangement. The Members may have other business interests and may engage in other activities in addition to those relating to the Company and yet are unrelated to its involvement with the Company. Neither the Company nor any Member will have any right, by virtue of this Agreement, to share or participate in such other interests or activities of the other Members or to the income or proceeds derived from such interests or activities. The Members will incur no liability to the Company or to any of the Members as a result of engaging in any other interests or activities.

ARTICLE VIII
EXCULPATION OF LIABILITY

8.01 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, a person who is a Member will not be liable for the acts, debts or liabilities of the Company except as provided in this Article VIII.

8.02 Indemnification.

(a) The Company will indemnify to the fullest extent now or subsequently permitted by law (including advancement of expenses) any person or entity who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, by reason of the fact that such person or entity is or was a Member of the Company, or is or was serving at the request of the Company as a director, officer, partner, trustee, employee, member, manager or agent of another foreign or domestic corporation, limited liability company, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses (including attorneys' fees), penalties, fines, judgments and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such person or entity acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Company or its Members, and with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful.

(b) The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person or entity did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Company or its Members and with respect to any criminal action or proceeding, had no reasonable cause to believe that such conduct was unlawful.

(c) The indemnification or advancement of the expenses provided under this Section 8.02 is not exclusive of other rights to which a person or entity seeking indemnification or advancement of expenses may be entitled under the Articles, this Agreement, contractual agreement or otherwise authorized by the Members of the Company. However, the total amount of expenses advanced or indemnified from all sources combined will not exceed the amount of actual expenses incurred by the person or entity seeking indemnification or advancement of expenses.

(d) The indemnification provided in Section 8.02 continues to a person or entity who ceases to be a Member and will inure to the benefit of the successors, assigns, heirs, personal representatives and administrators and legal representatives of the person or entity.

(e) The Company will have the power to purchase and maintain insurance on behalf of any person or entity who is or was a Member or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee, member, manager or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person or entity and incurred in any such capacity or arising out of such person's or entity's status as such, whether or not the Company would have power to indemnify such person or entity against such liability under the provision of this Agreement.

(f) This Section 8.02, providing for the indemnification and advancement of expenses will be considered a contractual agreement between a Member and the Company and any repeal or modification of this Section will not adversely affect the rights of a person or entity existing under this Agreement at the time of such repeal or modification.

ARTICLE IX
DISPOSITION OF MEMBERSHIP INTERESTS

9.01 General. Except as provided in this Agreement, no Member will Transfer such Member's Membership Interest.

9.02 Permitted Assignments. Section 9.01 notwithstanding, a Member may assign all or any portion of its Membership Interest to: (a) such Member's revocable trust, provided that such Member is the sole trustee and beneficiary of such Member's revocable trust, and further provided that such Member, as trustee, executes a counterpart of this Agreement; or (b) an existing Member (in each case, a **"Permitted Assignee"**). Prior to any assignment, each Permitted Assignee must agree in writing to be bound by the terms of this Agreement.

9.03 Admission of Additional Members. Upon the unanimous consent of the Members, additional Members may be admitted to the Company. In such event, the Sharing Ratios of the Members will be adjusted to reflect the Capital Contribution(s) made to the Company by the additional Member(s) or as otherwise determined by a vote of the Members, including the additional Member(s).

9.04 Admission of Substitute Members. Other than a Permitted Assignee or a third

party assignee described in Section 9.05, an assignee of a Membership Interest will be admitted as a substitute Member and will be entitled to all the rights and powers of the assignor only upon the unanimous approval of the Members and the execution of an agreement by which the substitute Member agrees to be bound by the terms of this Agreement. If so admitted, the substitute Member has, to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities, of a Member of the Company.

9.05 Withdrawal; Right of First Refusal. Except as otherwise provided in this Article IX, without the unanimous consent of all of the other Members: (a) a Member will be permitted to transfer only its distribution rights to receive the share of the profit or other compensation by way of income and the return of Capital Contributions to which the assigning or transferring Member would otherwise be entitled (**"Distribution Rights"**), and (b) a Member may not withdraw from the Company or surrender such Member's Membership Interest. A Member desiring to assign its entire Membership Interest in the Company to a third party (**"Withdrawing Member"**) will give written notice (the**"Notice"**) of such Withdrawing Member's desire to withdraw to the Company and the other Members, which Notice will contain the name of the proposed third party assignee, the proposed purchase price for the Membership Interest and the terms of the proposed assignment. Such Notice will also contain an offer to sell such Withdrawing Member's Membership Interest according to the following procedure:

(a) For a period of 30 days following receipt of Notice (**"Notice Period"**), the remaining Members will have the first right to purchase the Withdrawing Member's Membership Interest on a pro-rata basis equal to the Membership Fair Market Value, as defined below in section 9.07.

(b) Following the Notice Period, in the event that the entire Membership Interest of a Withdrawing Member has not been purchased by the Members in accordance with the foregoing procedure, the Company, for a period of 30 days, will have the option to purchase the remaining Membership Interest of the Withdrawing Member at the price determined in accordance with Section 9.05(a) of this Agreement.

(c) If neither the remaining Members nor the Company elect to purchase the Membership Interest offered by the Withdrawing Member, then the Withdrawing Member, for 60 days from the expiration of the Company's right to purchase, may assign the Membership Interest to the third party or parties to whom the assignment was proposed as indicated in the Notice given pursuant to this Section 9.05; provided, however, that the price and terms of such sale may not be different from those contained in such Notice.

(d) Any attempted Transfer of a Membership Interest in violation of this Article IX will result in granting each remaining Member and the Company the purchase option rights described in this Section 9.05, except at 50% of the Purchase Option Price.

9.06 Death. Upon the death of any Member, the personal representative of the estate of the deceased Member, trustee of such Member's trust or the representative of a Member limited liability company (LLC) or corporation shall have the option **("Put Option")** to require the Company to purchase all of the deceased Member's Membership Interest at such price and on

the terms as contained in Section 9.07. The Put Option must be exercised within six (6) months from the date of the Deceased Member's death by giving written notice to the Company. For any Member which is an LLC or corporation the Put Option may be exercised by the LLC or corporation upon the death of the final member or shareholder of the Member LLC or corporation.

9.07 Determination of Fair Market Value and Appraised Fair Market Value; Payment Terms. The **"Membership Fair Market Value"** shall equal the Withdrawing Member's Sharing Ratio multiplied by the Company Fair Market Value (as defined below). In the event only a percentage of the Withdrawing Member's Membership Interest is to be purchased, then only that percentage of the Withdrawing Member's Membership Interest to be sold shall be valued (but using the same methodology). The fair market value of the Company as a whole (the **"Company Fair Market Value")** shall be the value agreed to unanimously by the Members. In the event that the parties do not agree upon the Company Fair Market Value, then the independent certified public accountant for the Company will calculate the Company Fair Market Value. The Company Fair Market Value shall be Five times (5x) the previous fiscal year earnings before interest, taxes, depreciation, and amortization. The accountant shall deliver the final Company Fair Market Value within 30 days after being directed to commence the calculation. The determination will be final and binding upon the parties unless any party provides prompt notice of an error in the calculations by the Company's accountant. If notice of an error is given, the parties will promptly work to agree upon correct calculations. Upon receipt of the final determination of value, the transaction(s) will be consummated within 30 days by payment of 25% of the purchase price on a cash basis and delivery of a promissory note ("Promissory Note") for the remaining balance which shall be paid in equal monthly installments over a period of four (4) years bearing interest at the Prime Rate plus one percent (1%) as reported by the Wall Street Journal and as adjusted on each anniversary date of the Promissory Note. As security for the payment of the Promissory Note, the maker of the Promissory Note shall enter in to a pledge agreement with the holder with the collateral defined as the Withdrawing Member's Membership Interest.

9.08 Tag-Along Right. In the event a third party offers to purchase the Membership Interests of Members owning a majority of the Sharing Ratios, the other Members may provide notice to the Company and to the Members owning a majority of the Sharing Ratios that it is exercising its tag along right **("Tag-Along Right")** to compel the third party offer or to purchase the Membership Interests of such notifying Members on the same terms and conditions as offered to the Members owning a majority of the Sharing Ratios. If the third party offeror is not willing to offer to the notifying Members the same terms and price as offered to the Members owning a majority of the Sharing Ratios, then the Members owning a majority of the Sharing Ratios shall be required to either (i) purchase the Membership Interests of the notifying Members on the terms offered by such third party, or (ii) not sell to the third party offeror.

9.09 Drag-Along Right. In the event a third party offers to purchase the Membership Interests of Members owning a majority of the Sharing Ratios, then the Members owning a majority of the Sharing Ratios may provide notice to the other Members that it is exercising its drag-along right **("Drag-Along Right")** to compel the other Members to sell all of their Membership Interests to the third party offeror on the same terms and conditions as offered to the

Members owning a majority of the Sharing Ratios.

ARTICLE X
DISSOLUTION AND WINDING UP

10.01 Dissolution. The Company will dissolve, and its affairs will be wound up upon the first to occur of the following events: (a) at any time specified in the Articles or this Agreement; (b) upon the happening of any event specified in the Articles or this Agreement; or (c) by the unanimous consent of all of the Members.

10.02 Winding Up. Upon dissolution, the Company will cease carrying on its business and affairs and will commence the winding up of its business and affairs and complete the winding up as soon as practicable.

10.03 Proceeds of Liquidation. The proceeds from liquidation of the rights, property and assets of the Company will be applied in the following order of priority and, upon the completion of the distribution of such proceeds, the Company will be deemed to have been entirely terminated:

(a) the satisfaction of any outstanding obligations and liabilities to creditors of the Company;

(b) the establishment of any reserves which such persons as are supervising and controlling the liquidation of the Company may deem advisable with respect to any contingent or unforeseen liabilities or obligations of the Company, such reserves to be maintained in a regular trust account and, at the expiration of such reasonable period of time as such persons will deem advisable, the remaining balance in the trust fund will be distributed to the Members in accordance with the priorities provided for in this Agreement;

(c) payment to the Members of any accrued but unpaid interest on and repayment, if any, of the outstanding principal of any advances made to the Company by the Members or any other debts of the Company to the Members;

(d) distribution to the Members of that portion of such property and assets then remaining as will result in a return to each Member of the balance of his or her or its Capital Account; if such remaining property and assets are not sufficient to return to the Members the entire amounts of their Capital Accounts, such remaining property and assets will be distributed between the Members in proportion to the respective amounts of their Capital Accounts; if at the time of such distribution, any Member's Capital Account has a negative balance, he or she or it will contribute such sums to the Company as are sufficient to raise the balance in its Capital Account to nil; any such contribution will be treated as additional property and assets of the Company and distributed in accordance with the provisions of this Article X;

(e) distribution of any balance remaining, after deducting the cost of liquidation, to the Members in accordance with their respective Sharing Ratios.

10.04 Liquidation Distributions. In the event the Company is "liquidated" within the

meaning of Regulations Section 1.704-1(b)(2)(ii)(g), (a) distributions will be made pursuant to Article V of the Agreement to the Members who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2), and (b) if any Member has an Adjusted Capital Account Deficit balance (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which such liquidation occurs), such Member will have no obligation to make any contributions to the capital of the Company with respect to such deficit, and such deficit will not be considered a debt owed to the Company or any other Member for any purpose whatsoever. In the discretion of the Members, a pro-rata portion of the distributions that would otherwise be made to the Members pursuant to Article V of this Agreement may be:

(a) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company. The assets of any such trust will be distributed to the Members from time to time, in the reasonable discretion of the Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts will be distributed to the Members as soon as practicable.

10.05 Reimbursement of Expenses. The Members will be entitled to reimbursement for out-of-pocket expenses incurred in connection with the winding up and liquidation of the business carried on by the Company. Such reimbursement will be paid as an expense of the business carried on by the Company after all liabilities to creditors of the Company (other than any of the Members) have been repaid but prior to any repayments of or distributions to any of the Members.

ARTICLE XI
TAX ALLOCATIONS

11.01 Special Allocations.

(a) Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of Article V and this Article, if there is a net decrease in Company Minimum Gain during a Company fiscal year, each Member will be specially allocated items of Company income and gain for such Company fiscal year (and, if necessary, subsequent Company fiscal years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member. The items to be allocated will be determined in accordance with Regulations Sections 1.704-2(0(6) and 1.704-2(j) (2). This

Section is intended to comply and will be interpreted consistently with the minimum gain chargeback requirement in Regulations Section 1.704-2(f).

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of Article V and this Article, if there is a net decrease in Member Nonrecourse Debt Minimum Gain, attributable to a Member Nonrecourse Debt during any Company fiscal year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), will be specially allocated items of Company income and gain for such Company fiscal year (and, if necessary, subsequent Company fiscal years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member. The items to be so allocated will be determined in accordance with Regulations Section 1.704-2(i)(4) and 1.704-2(j)(2). This Section is intended to comply and will be interpreted consistently with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4).

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5), or Section 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain will be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section will be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in Article V and this Article have been tentatively made as if this subsection (c) were not in the Agreement.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member will be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this subsection (d) will be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in Article V and this Article have been made as if subsection (c) of this Section and this subsection (d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period will be specially allocated to the Members pursuant to Regulations Sections 1.704-2 and 1.752-0 *et seq.*

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period will be specially allocated to the Member who bears the

economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Sections 1.704-2(i)(1).

(g) Compliance with Regulations Section 1.704-2 and Ordering Rules. The foregoing provisions and the other provisions of this Agreement relating to allocations attributable to nonrecourse liabilities are intended to comply with Regulations Sections 1.704-2 and 1.752-0 *et seq.*, and will be interpreted and applied in a manner consistent with such Regulations. Furthermore, for purposes of applying Regulations Section 1.704-2, the ordering rules set forth in Regulations Section 1.704-2(j) will apply. Finally, notwithstanding any other provision in Regulations Sections 1.704-1, 1.704-2 and 1.752-0 *et seq.*, allocations of Member Nonrecourse Deductions, Nonrecourse Deductions, and Minimum Gain Chargebacks will be made before any other allocations.

(h) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss will be specially allocated to the Members in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

11.02 Curative Allocations. The allocations set forth in Section 11.01(a) through (g) of this Agreement (the **"Regulatory Allocations")** are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations will be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 11.02. Therefore, notwithstanding any other tax provision of this Agreement (other than the Regulatory Allocations), the Members will make such offsetting special allocations of Company income, gain, loss, or deduction in whatever mariner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Article V. In exercising its discretion under this Section 11.02, the Members will take into account future Regulatory Allocations under Sections 11.01(a) and (b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 11.01(e) and (f).

11.03 Other Tax Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items will be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Code Section 706 and the applicable Regulations.

(b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for will be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.

(c) The Members are aware of the income tax consequences of the allocations made by this Agreement and agree to be bound by the provisions of this Agreement in reporting their shares of Company income and loss for income tax purposes.

(d) The Manager will cause the Company's accountants to prepare all income and other tax returns of the Company and will cause the same to be filed in a timely manner. The Manager will timely furnish each Member with all information necessary for the filing by such Member of all applicable tax returns required to be filed by such Member.

(e) Anita Bell will be the "Tax Matters Member" pursuant to Section 6231(a)(7) of the Code. The Manager may name a substitute or successor at any time.

11.04 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the applicable Regulations, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company will, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 2.01(k)(i) of this Agreement).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 2.01(k)(ii) of this Agreement, subsequent allocations of income, gain, loss, and deduction with respect to such asset will take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the applicable Regulations.

Any elections or other decisions relating to such allocations will be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state and local taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

ARTICLE XII
LIMITATIONS ON COMPETITION

12.01 Restrictions on Competition.

(a) Each Member agrees that for so long as such Member owns any Membership Interests in the Company, and for three (3) year following any Transfer of such Member's Membership Interests, he or she or it will not, directly or indirectly, alone or in conjunction with any other person or entity, as a member, manager, shareholder, officer, director, partner, employee, consultant or otherwise, whether or not for pecuniary gain: Encourage any customer of Company to

terminate or modify the business relationship between such customer and Company or reduce or modify the volume of business such customer transacts with Company;

(b) Interfere in any negative way with any contract, agreement or understanding which Company may have with a customer, vendor or any other person or entity, including, without limitation, by virtue of making any statements, contacting or communicating with any customers or vendors or committing any other act that would or could in any way be injurious or detrimental to Company's image, business or business relationships; or

(c) Solicit, assist or encourage any employee or independent contractor of Company to terminate or modify its, his, or her employment with or retention by Company for the purpose of becoming employed or retained by the transferring Member or any other person or entity.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.01 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

13.02 Headings. The Article and Section headings contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way will be construed to define, limit or describe the scope or intent of any provision of this Agreement.

13.03 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

13.04 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement and contains all of the agreements among said parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter of this Agreement.

13.05 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

13.06 Amendment. This Agreement may be amended or revoked at any time by a written agreement executed by all the Members.

13.07 Notices. Any notice permitted or required under this Agreement will be effective: (a) upon hand delivery, (b) upon receipt of confirmation of facsimile transmission, (c) one day after being sent by recognized "overnight" delivery service, or (d) five days after mailing if properly sent by U.S. mail to the address of the Company's principal place of business for notices to the Company or, for notices to a Member, to the address stated in this Agreement or to such other address to which a Member will have previously notified the Company in writing. Any such notice not sent as contemplated above will be effective upon receipt.

13.08 Waiver. Any failure on the part of any Member to comply with any of such Member's obligations, agreements or conditions under this Agreement may be waived by the Company or the other Member(s) to whom such compliance is owed. No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

13.09 Mediation; Arbitration. If there is any dispute under this Agreement which the parties cannot resolve themselves, the parties agree to participate in facilitative mediation to resolve such dispute. Any dispute which is not resolved through mediation will be settled exclusively by final and binding arbitration in Grand Rapids, Michigan in accordance with the rules of the American Arbitration Association then in effect and the award rendered by the arbitrators will be binding as between the parties and judgment on such award may be entered in any court having jurisdiction over the dispute.

13.10 Governing Law. This Agreement is being executed and delivered in the State of Michigan and will be governed by, construed and enforced in accordance with the laws of the State of Michigan, without regard to its conflicts of law principles.

13.11 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and will inure to the benefit of the Members and Manager, and their respective personal representatives, agents, distributees, heirs, successors and assigns.

13.12 Creditors. None of the provisions of this Agreement will be for the benefit of or enforceable by any creditors of the Company.

13.13 Attorney's Conflict Note. EACH MEMBER SPECIFICALLY ACKNOWLEDGES FOR THAT MEMBER AND ANY PARTY CLAIMING BY OR THROUGH THAT MEMBER THAT SUCH MEMBER HAS BEEN ADVISED THAT A CONFLICT OF INTEREST MAY EXIST BETWEEN THAT MEMBER AND THE COMPANY AND/OR THE OTHER MEMBERS, AND THAT SUCH MEMBER HAS BEEN ADVISED TO AND GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE REGARDING THE ECONOMIC, LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT, AND THE OPPORTUNITY TO HAVE ALL OF SUCH MEMBER'S QUESTIONS ANSWERED, PRIOR TO EXECUTING THIS AGREEMENT. EACH MEMBER FURTHER ACKNOWLEDGES THAT WILLIAM R. SININGER, ATTORNEY AT LAW, PLLC, HAS ACTED AS COUNSEL TO THE COMPANY, WILLIAM R. SININGER, ATTORNEY AT LAW, PLLC, HAS RECOMMENDED TO EACH MEMBER THAT SUCH MEMBER SEEK THE ADVICE OF AN INDEPENDENT ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT; AND EACH MEMBER SPECIFICALLY ACKNOWLEDGES THAT SUCH MEMBER UNDERSTANDS THAT WILLIAM R. SININGER, ATTORNEY AT LAW, PLLC, IS REPRESENTING ONLY THE COMPANY WITH RESPECT TO THIS

AGREEMENT AND FURTHER UNDERSTANDS THE PURPOSE OF THIS NOTICE AND THE RECOMMENDATION RECEIVED.

13.14 Securities Qualification. The Members acknowledge that the Membership Interests have been acquired for investment and have not been registered under the Securities Act of 1933, as amended (the **"1933 Act"**), or the securities laws of any state, and, therefore, the Members must bear the economic risk of investment in the Company for an indefinite period of time. There is no public trading market for the Membership Interests and it is not anticipated that one will develop. Additionally, there are substantial restrictions upon the transferability of the Membership Interests. Sale or assignment by a Member of its Membership Interests or substitution of members may be subject to certain consents. The Membership Interests cannot be resold or transferred without (i) registration under the 1933 Act, or (ii) an exemption from registration, therefore, Members may not be able to liquidate their investments in the event of an emergency. Further, Membership Interests may not be readily accepted as collateral for a loan. Membership Interests should be considered only as a long-term investment.

The undersigned agree, acknowledge and certify that the foregoing First Amended and Restated Operating Agreement, plus the attached Exhibit A, constitutes the Operating Agreement of Success Learning, LLC, adopted by the Members of the Company effective as of the date first above written, and that this Agreement supersedes all the prior operating agreements of the company.

COMPANY:

Success Learning, LLC,
a Michigan limited liability company

_____

By:
Its:

MEMBERS:

_____

TRAVIS GOSTINGER

_____

ROBERT GIORDANO

_____

JAMES BERMINGHAM

BLENDED EDUCATION SOLUTIONS, LLC

_____

By: , Trustee
Windward Trust,
a Member

IMPLEMENT NOW SOLUTIONS, LLC

_____

By: ANITA BELL
Its: Member

COMPANY:

Success Learning, LLC,
a Michigan limited liability company

By:
Its:

MEMBERS:

TRAVIS GOSTINGER

ROBERT GIORDANO

ROBERT GIORDANO 29 Jan 19

JAMES BERMINGHAM

BLENDED EDUCATION SOLUTIONS, LLC

By: , Trustee
Windward Trust,
a Member

IMPLEMENT NOW SOLUTIONS, LLC

By: ANITA BELL
Its: Member

COMPANY:

Success Learning, LLC,
a Michigan limited liability company

_____
By:
Its:

MEMBERS:

_____
TRAVIS GOSTINGER

_____
ROBERT GIORDANO

_____
JAMES BERMINGHAM

BLENDED EDUCATION SOLUTIONS, LLC

_____
By: Douglas J. McNeil , Trustee
Windward Trust,
a Member

IMPLEMENT NOW SOLUTIONS, LLC

_____
By: ANITA BELL
Its: Member

EXHIBIT A

Member	Capital Contribution	Membership Interest	Sharing Ratio
Implement Now Solutions, LLC	.00	38.0%	38.0%
Travis Gostinger	.00	19.0%	19.0%
Robert Giordano	.00	19.0%	19.0%
Blended Education Solutions, LLC	.00	19.0%	19.0%
James Bermingham	.00	5.0%	5.0%

Attachment 17 - Employee Handbook

Success Learning Management

EMPLOYEE HANDBOOK

Welcome from the Founders

Dear Team Member,

Welcome to Success Management Systems Inc. We are very pleased you are with us and look forward to working with you.

As a review of this handbook will show, we adhere to some core values which guide our interactions with each other and help ensure that we have a world class working environment. These values also guide how we develop our programs, train our staff, work with those we serve, and position our organization for a successful future.

I invite you to read about our Mission, Vision and Core Values and to familiarize yourself with the content of Success Learning Management. Employee Handbook. These documents will help orient you to our workplace culture. Additional information about some of the materials in the Handbook can be found in our Policies and Procedures Manual.

We are excited to have you on board and have every confidence you will be a key part of our continuing success. Success Learning Management is also committed to your success and will provide the supports and opportunities for continuing your personal and professional development.

Thank you for your commitment to excellence and again, welcome aboard!

TABLE OF CONTENTS
(TOC will be updated upon acceptance of the rest of document)

I. SUCCESS LEARNING MANAGEMENT WORKPLACE CULTURE

- OUR MISSION....1
- OUR VISION....1
- OUR CORE VALUES....2

II. OVERVIEW OF THE HANDBOOK

- PURPOSE....4
- NOT A CONTRACT....4
- EMPLOYMENT: AT-WILL....4
- MANAGEMENT RIGHTS....5

III. EMPLOYEE BENEFITS

- PAID HOLIDAYS....6
- VACATION....6
- SICK AND PERSONAL TIME....7
- JURY DUTY....8
- MILITARY LEAVE....9
- WITNESS LEAVE....9
- SEARCH WARRANTS/SUBPOENAS....9
- VOTING TIME....10
- BEREAVEMENT LEAVE....10
- MEDICAL/DENTAL/VISION INSURANCE....11
- LIFE INSURANCE....11
- ACCIDENTAL DEATH AND DISMEMBERMENT....11
- SHORT TERM DISABILITY (STD)....12
- SECTION 125 PLAN....12
- BENEFIT CHANGES....13
- 401(K) QUALIFIED RETIREMENT PLAN....13

IV. EMPLOYEE CONDUCT

- ATTENDANCE AND PUNCTUALITY....14
- SLEEPING ON DUTY....14
- PERSONAL APPEARANCE AND HYGIENE....14
- SUBSTANCE ABUSE....14
- SMOKING IN THE WORKPLACE....15
- SOLICITATION AND DISTRIBUTION....15
- PERSONAL CALLS AND COMMUNICATIONS....15

- CHANGES IN PERSONAL DATA.....16
- WORKPLACE VIOLENCE.....16
- PROHIBITION OF WEAPONS.....16
- OUTSIDE EMPLOYMENT.....17
- SAFETY AND EMERGENCIES.....17
- IF YOU MUST LEAVE US.....18
- DISCIPLINE.....18

V. FEDERAL AND STATE REGULATIONS AND STATUTES

- EQUAL EMPLOYMENT OPPORTUNITY.....19
- AMERICANS WITH DISABILITIES ACT.....19
- MICHIGAN SOCIAL SECURITY NUMBER PRIVACY ACT (SUMMARY).....19
- FAMILY AND MEDICAL LEAVE ACT (FMLA).....19
- CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA).....24
- HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).....24
- WORKER'S COMPENSATION.....24
- HARASSMENT.....25

VI. GENERAL EMPLOYEE GUIDELINES

- WORK SCHEDULE.....27
- CONFIDENTIALITY OF RECORDS.....27
- MEDIA AND PUBLIC RELATIONS.....28
- SUCCESS MANAGEMENT SYSTEMS INC.PROPERTY.....28
- PERSONAL PROPERTY.....28
- VISITORS.....28
- TRAVEL EXPENSE ACCOUNTS.....28
- PARKING.....28
- PERSONAL MAIL.....28
- BACKGROUND CHECKS……29
- HOUSEKEEPING.....29

VII. DEFINITIONS.....30

VIII. ASSURANCES AND AUTHORIZATIONS

- SUCCESS MANAGEMENT SYSTEMS INC.COMMUNICATION AND COMPUTER SYSTEMS - TERMS AND CONDITIONS.....31
- NETWORK & INTERNET USE AGREEMENT…… ……...32
- RECEIPT OF EMPLOYEE HANDBOOK.....33
- CHANGES TO THE EMPLOYEE HANDBOOK.....34
- CONSUMER REPORT DISCLOSURE.....35

• ACKNOWLEDGEMENT OF AT-WILL EMPLOYMENT STATUS.....36

I. WORKPLACE CULTURE

Success Learning Management offers full-service communication, marketing and management services, as well as consulting for the areas of leadership development, mission-based strategic planning, team building, and learning success.

Our Mission

To improve the lives of students by offering them educational choices.

Our Vision

Inspiring hope

Core Values

Success Learning Management has organized the development and delivery of its services around some core values. These values are designed to help establish and maintain the highest degree of professionalism and service to those served by the organization:

Respect

Success Learning Management cannot succeed without people. It is people who give this organization its meaning and it is people who will make it work. Everyone connected to Success Learning Management believes in the idea that treating all of our internal and external customers well - with dignity, respect, and with expectations of success and fulfillment - is fundamental to the achievement of a satisfying work experience and essential to assuring that those served by our organization are treated appropriately and with expectations of great success at all times.

Innovation

Success Learning Management believes that it can demonstrate new, creative, and innovative ways of supporting, serving, and assisting people. Innovation, creativity, and inherent risks involved in doing things differently, but responsibly, are among the hallmark values of Success Management.

Teamwork

Success Learning Management believes that everyone affiliated with the organization can offer perspective, insight, and input into improving what we do, how we serve and support people, and the quality of our efforts. To that end, important and creative ideas may originate at any level within the organization. We do greater things working together than we can do working individually.

Continuous Improvement

The aspiration of excellence is also an important value. Excellence is grounded in the quality of our efforts to serve, support, encourage, and recognize one another as important contributors to the overall success of Success Learning Management. Improvement requires continual work in monitoring and, as necessary, modifying our policies, procedures, and practices. It also requires a spirit of cooperation.

Collaboration

Success Learning Management does not operate within a vacuum. We recognize that our success frequently is dependent upon our ability and willingness to cooperate with public and private agencies and community groups. To that end, we look to establish and maintain a variety of key relationships with community leaders and organizations.

Communication

We communicate openly and respectfully. We maintain a spirit of unity rather than an "us vs. them" approach. We welcome spirited debate centered on ideas and not rooted in personal attacks. We talk to each other not about each other. We do all of these things to maintain a healthy, productive work environment.

Character

Character matters. We believe that character traits of honesty, integrity, truth, personal responsibility, humility, loyalty, modesty, patience, compassion, justice, courage and commitment are essential for success. These character traits are foundational to the well-being of the organization.

Servant Leadership

Those connected to the Success Learning Management believe it is a privilege to serve others. We seek opportunities to serve and do not see leadership as a position of power and perks. We seek to encourage and facilitate success while serving as role models in support of our values.

Results Oriented

We are committed to ensuring that our activities are in alignment with and support our mission, vision, goals, and values. We welcome feedback and constructive criticism as a means to improve. Although there is value in strategizing and brainstorming, we recognize that there is no substitute for meaningful action.

Summary

These values will define the character of our organization only if we put them into practice. Putting them into practice offers a challenge to all of us. Putting them into action helps provide greater opportunities for success and ever improving outcomes for those we serve.

- These values must fuel the work of our organization, its activities and services.

- They should guide our interactions with one another.
- They should guide our staff development and training programs.
- They offer a way to evaluate the services, supports, and opportunities which are offered to those we serve.
- They serve as a means of holding ourselves accountable.

II. OVERVIEW OF THE HANDBOOK

Purpose of the Handbook

The purpose of this Handbook is to acquaint you with Success Learning Management policies. We have established these standards so that our employees are treated fairly and that they are aware of Success Learning Management's expectations concerning conduct.

This Handbook will provide:

- a broad overview of Success Learning Management.as an organization.
- a general description of working conditions and expectations.
- a single source document from which to gather information about Success Learning Management.

The Handbook is not a totally inclusive document. Human Resources can offer a view of the organization that will assist with understanding the specific work rules, practices, policies and procedures for implementation for items referred to in this Handbook.

Success Learning Management believes in promoting an atmosphere of open communication and cooperation among all employees. This Handbook is a reflection of that philosophy.

Not a Contract

This Employee Handbook is not an employment contract. It does not confer any rights or privileges from Success Learning Management.to its employees.

It is primarily a document to be used to understand the terms and conditions of employment with Success Learning Management.and contains a summary of the personnel policies in outline form.

The Handbook does not include all of the information that you will need during the course of your employment. Rather, it is meant to serve as a reference guide. It is impossible to address every possible contingency by policy. As a result, this Handbook will ever be a work in progress.

Employees are encouraged to contact their supervisor or any member of the leadership team with questions concerning the intent and enforcement of this Handbook.

Employment: At-Will

All employees of Success Learning Management understand that their employment is "at-will." This means that at

the sole discretion of either the employer or the employee, the employment relationship may be terminated.

Nothing in this Handbook operates to change the status of the employment from at-will to any other status. Any representation that changes the employee status from an at-will employment status must be in writing and signed by the President of Success Learning Management.

Management Rights

Success Learning Management expressly retains and reserves including, but without limiting the generality of the foregoing, the right to:

- Hire, fire, suspend and otherwise discipline its employees as the employer, in its sole discretion, deems advisable.

- Determine the work hours of the employee, to lay off the employee, and to assign the employee as the employer, in its sole discretion, deems fit.

- Manner its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of equipment to be used, and discontinuance of any services or methods of operation.

- Produce new equipment, methods, or processes, change or eliminate existing equipment, and institute technological changes, and decide on supplies and equipment to be purchased.

- Sub-contract the purchase and the construction of new facilities, or the improvement of existing facilities, as the employer, in its sole discretion, deems advisable.

- Determine the number, location, and type of facilities, to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations.

- Close or otherwise reduce the scope of operation of any or all facilities/programs.

- Determine starting and quitting times, and number of hours to be worked.

- Establish and change work schedules, work standards and methods of processes and procedures by which such work is performed as changing needs indicate.

- Select employees for promotion of transfer to other positions, and to determine the qualifications and competencies of employees to perform available work.

- Waive or amend a policy in its sole discretion if such waiver or amendment is determined to be of ultimate benefit to the effective and efficient operations of the organization.

III. EMPLOYEE BENEFITS

Introduction

This section provides an overview of the current benefit plans offered. Please refer to the actual plan documents and summary plan descriptions for specifics regarding benefits. These documents are available at Human Resources and/or appear on-line.

Success Learning Management reserves the right to modify its benefits at any time. We will keep you informed of any changes.

Pay Periods and Pay Check Distribution

Upon request by Success Learning Management. for currently employed personnel, and at the time of employment for new personnel, staff must complete an authorization for direct deposit form and provide Success Learning Management with a voided check or deposit slip for the account that will receive the employees deposited payroll check.

Staff pay days will be on the fifteenth (15th) and thirty first (31st) of each month. Should the 15th or 31st fall on an official holiday or weekend, payroll checks or electronic transfer deposits will be issued on the last working day prior to the regularly scheduled payday.

Paid Holidays

Below are the holidays that eligible full-time salary and fixed salary employees receive off as paid. Employees will be paid for the holiday if they are off observing a holiday on a normal workday. Part-time hourly employees are not eligible for paid holidays. Requests to take a day off before or after a holiday may be granted at the supervisor's discretion. Should an employee call in sick the day before or the day after a holiday or break, the holiday may be unpaid if the employee does not have a doctor's note.

- New Year's Eve
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Paid Time Off

Paid time off is intended to provide for a short rest from work with the end in mind of returning to work refreshed and prepared for top-notch performance. We encourage all full-time salary and fixed salary employees to take paid time off annually. All paid time off must be approved in advance and in writing by your immediate supervisor. Paid time off must be reported to the administrative office.

All totals are the maximum per year, in addition to normal Christmas and Easter school breaks (which combined may add up to six (6) weeks of paid time off annually). Unused paid time off may not be carried over at the end of each benefit year. Administrators and other full-time, salary employees may be required to work during Christmas and Easter school breaks to ensure that job responsibilities are met.

Sick Time

Definition of sick time: time to be used for the employees own illness, doctor's appointments or to care for a sick child, step child, spouse, parent, mother in law, father in law, grandparent, grandchild or sibling or to take any of the listed to doctor's appointments.

A doctor's note is suggested for a return to work for all employees out on sick, however, if the employee will be out 3 or more days sick, a doctor's note is required. Copies should be given to the immediate supervisor as well as the Human Resource office. If the employee is out 3 or more days and does not have a doctor's note, time will be unpaid.

Jury Duty - Full Time Salary and Fixed Salary Employees Only

If you are summoned for jury duty, you will be paid your normal pay for days you were scheduled to work for up to two weeks. Any stipends received for jury duty need to be sent to the Finance Department with a copy of the jury duty receipt. Thereafter, you will be granted an unpaid leave in order to serve the remainder of the jury duty.

It is your responsibility to inform your supervisor as soon as you receive your summons. You will need to submit the summons (or copy) to the Human Resource office, for placement in your personnel file. Upon completion of your jury duty, the courts will provide you with an employer's receipt (usually within 10 work days of your having served). We ask that you submit this receipt to the office upon your return. The employee shall not be entitled to receive jury duty pay when on an approved paid disability leave.

If possible, you should reschedule your jury summons so as to cause the least interference with your job responsibilities.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

Military Leave

Employees who require time off work to fulfill military obligations will be treated in accordance with the applicable requirements of state and federal law. You are expected to notify your Administrator of upcoming military duty by providing him or her with a copy of your orders as soon as possible.

Witness Leave

If you are subpoenaed to serve as a witness in a criminal or civil proceeding, you will be given the necessary time off. This excused time will be unpaid. Success Learning Management will not discriminate against any employee who is requested to serve as a witness. Please submit your subpoena to the Human Resource office for placement in your

personnel file.

Search Warrants, Subpoenas, Investigations, and Other Legal Actions

In the event that any employee of Success Learning Management receives or is notified of any search warrant, subpoena, investigation, inquiry or other legal action involving the company, Success Learning Management's president will be immediately contacted by the most expedient means, i.e., telephone, e-mail, cell phone, fax, etc. Copies of all legal documents served against Success Learning Management and/or its employees will be immediately copied and given to the PRESIDENT. Under no circumstances will any records, files, receipts, or other forms of documentation be released without authorization from the PRESIDENT. These procedures recognize that employees might well find themselves in a situation in which they could potentially be threatened or coerced into releasing documentation without following these procedures. All employees must fully recognize and understand that (1) "due process" includes the opportunity to follow the established procedures of Success Learning Management regarding search warrants, subpoenas, investigations and other legal actions and (2) these procedures include immediate notification to the PRESIDENT.

When employees are subpoenaed to appear in court for a work-related issue and their presence in court conflicts with their scheduled work hours, employees will be paid their hourly rate of pay minus any compensation employees may receive as a witness fee for the amount of time they gave testimony or are required to be in court. Employees who are on unpaid suspension or who are not scheduled to work during the time they are required to appear in court shall not be paid their hourly rate of pay when compelled to appear in court pursuant to a subpoena. The employer reserves the right to change posted work schedules to avoid a conflict between scheduled work hours and subpoenaed court appearances.

Employees who are subpoenaed to appear in court for non-work related issues may use their paid time off from work in accordance with the employer's paid time off policy.

Voting Time

Although polls are typically open from 7:00 a.m. until 7:00 p.m., we realize that in some instances, you may be required to work overtime and, therefore, find these hours are not sufficient to enable you to access the polls. In these instances, please contact your Administrator in advance of the voting day.

Bereavement Leave

In the event of a death in the immediate family (spouse, child and step-child, parent and step-parent, sibling and step-sibling, grandparent, grandchild, mother-in-law, father-in-law, or any family member living in the same household) of any regular full-time SALARY AND FIXED SALARY, the employee will be entitled to up to a maximum of three (3) days off with pay starting with the day of the funeral and working back, if attending the funeral, exceptions may be made with supervisor approval. This benefit is to provide for wages that normally would have been lost due to the death. For example, if the funeral is on Monday and the employee is not scheduled to work Saturday or Sunday, then only Monday is considered paid leave.

Full-time Salary and fixed salaried employees may take one (1) paid day to attend the funeral of aunts, uncles, nieces,

nephews, and family members of a significant other.

Part-time employees will be granted the day of the funeral of an immediate family member off with compensation. Compensation is only available for hours scheduled to be worked for that day.

Requests for bereavement leave should be made to the Administrator as soon as possible.

Success Learning Management reserves the right to request written verification of the familial relationship to the deceased and/or attendance at the funeral service.

DRAFT

Medical/Dental/Vision Insurance

All full-time salaried employees are eligible to enroll in Success Learning Management's health and dental insurance plans. (Full-time salaried employees are employees that work as a salaried employee only) Fixed salaried employees are not eligible for benefits. Those choosing not to participate will not receive additional compensation and will be asked to sign a form verifying their choice not to participate.

As a full-time salaried employee, you are eligible for the insurance plan 30 days after hiring. You have thirty (30) days from your eligibility date to complete all enrollment paperwork. If you miss the deadline you will have to wait until the next open enrollment period. The only exception to this is a qualifying event (birth of a baby, adoption, marriage, divorce, loss of a spouse's job, status change and death). Information on the plan specifics and enrollment forms may be obtained from the Human Resources office.

It is your responsibility to make sure that you are properly enrolled in the insurance plan(s) and that all applicable deductions are taken each payroll. If you do not receive an insurance card(s) within thirty (30) days of enrollment, please contact Human Resources.

Success Learning Management pays for its portion of the employee coverage for the health and dental insurance. All remaining premiums will be deducted from your payroll check according to the schedule established at the beginning of the plan year.

Should your status or the status of your dependents change, it is your responsibility to notify Human Resources. You will also need to notify them if your covered dependent becomes twenty six (26-provided the provisions set forth in the ACA are met) years of age. You may be required to pay continuations coverage for this dependent.

Please note that if you are on disability or unpaid leave, you are still responsible for your portion of all insurance deductions that would normally be deducted from your paycheck.

Life Insurance

Full-time employees are provided a basic term life insurance policy in the amount of their base annual salary up to a maximum of $50,000.00 at no cost. Supplemental life insurance is also available for employees, spouses and dependents at a low cost group rate through a payroll deduction. Conversion privileges are also available upon

termination. You must sign all applicable forms within 30 days of hire.

Accidental Death and Dismemberment (AD&D)
Full-time employees are provided an AD&D policy in the amount of their base annual salary up to a maximum of $50,000.00 at no cost. Benefits are paid on losses caused by an accident on a sliding scale based upon severity of damage.

In the event of a disabling illness or injury, full-time employees are provided disability insurance through STD 30 days following the date of hire.

Short Term Disability (STD)
Success Learning Management provides full-time employees a STD policy, beginning on the 8th day of a disability injury or illness. There is an elimination period before benefits are payable and the benefit provides 60% of your pre-disability earnings up to $750 per week (up to a predetermined maximum for up to twelve (12) weeks).

An employee must complete all required documentation and obtain a valid doctor's note in order to receive STD benefits.

Section 125
Following the IRS Code Section 125, Success Learning Management allows all full-time/salaried employees the opportunity to make contributions towards health insurance on a pre-tax rather than an after-tax basis.

In addition, Success Learning Management offers a full flexible spending account for dependent, medical, dental and vision care. This plan allows pre-tax earnings to be set aside to pay allowable dependent, medical, dental or vision care expenses. Employees can elect to enroll for up to $2,500.00 in out of pocket medical, dental and vision expenses (not including premiums taken from the regular payroll) and up to $5,000.00 in dependent care per calendar year for qualifying individuals and those who are married and file a joint return and will remain at $2,500.00 for those who are married and file separate returns.

To participate in this plan, you simply need to enroll online through the benefit portal. New employees will have thirty (30) days to enroll, otherwise you must wait until the next open enrollment period.

It is your responsibility to review your paycheck to ensure that Section 125 deductions are accurate.

When you enroll in the Section 125 plan, you elect to have your gross pay reduced by an amount equal to your contributions for medical insurance. Once you have signed the Section 125 card, you may not make any changes to your pre-tax contributions until the next open enrollment date, unless a "qualifying event" occurs, or until the next annual enrollment period. A change in election due to a change in family status will be effective the following pay period. (See policy 20,001,0600 "Cafeteria Plan" for more information.)

Benefit Changes

The Employer reserves the right to modify or delete an employee benefit in this manual (i.e.: Short Term Disability, Life Insurance, Accidental Death, Group Health, 401(k), Retirement, EAP, Educational Opportunities, etc.)

401(k) Qualified Retirement Plan

Success Learning Management provides eligible employees the opportunity to invest tax-sheltered dollars into a variety of investment options in accordance with the Internal Revenue Code 401(k). This qualified retirement plan offers a sound means of long-term savings to supplement your Social Security benefits at retirement. Success Learning Management's contribution is determined on an annual basis.

Success Learning Management will make a 3% Safe Harbor contribution of each full-time, salaried employee's wage to his or her 401(K) retirement account regardless if the employee contributes. Employees may elect to invest all or part of their retirement into an after-tax Roth account. Success Management Learning Management. may make a discretionary matching contribution equal to a uniform percentage of your salary deferrals. Each year, Success Learning Management will determine the amount of the discretionary percentage. Please refer to the summary plan description to view the vesting schedules.

All full-time, salary employees, meeting the plan requirements, are eligible to participate in the 401(k) plan upon completion of the stated requirements. Under current Federal laws, any taxes on your account are deferred until monies are withdrawn from your account. You are responsible for ensuring that you have been enrolled in the plan once you have completed all enrollment and beneficiary paperwork.

The current value of your contributions and any vested matching contributions are payable to you at retirement or earlier in the event of termination of employment, permanent disability or death.

In the event of your death, your beneficiary is entitled to receive the current value of both your contributions and the vested matching contributions to the 401(k) plan.

As a participant in the plan, you will receive a copy of the Summary Plan Description. This document contains the details of the plan including eligibility and benefit provisions. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, please contact the Human Resource office.

IV. EMPLOYEE CONDUCT

Attendance and Punctuality

Attendance and punctuality are important factors for your success at Success Learning Management. We work as a team, and this requires that each person be in the right place at the right time.

You are required to comply with scheduled working hours. If you are going to be late for work or absent, you must notify the your supervisor as soon as possible and preferably no later than the night before the absence or delayed arrival.

Personal issues requiring time away from your work, such as doctors' appointments or other matters, should be scheduled during your non-work hours whenever possible.

If you are absent without complying with Success Learning Management procedures, you may be disciplined up to and including discharge.

If you are absent from work for two days without notifying Administration, it is assumed that you have abandoned your position with Success Learning Management.

Sleeping on Duty
Sleeping while on duty is strictly prohibited.

Personal Appearance and Hygiene
You represent Success Learning Management. with your appearance as well as your actions. The properly attired individual helps to create a favorable image of the business and to the public and fellow employees. Always dress in a professional manner.

While proper hygiene promotes professionalism and a favorable image to our students, it also helps us maintain a safe and healthy environment.

Clothing should be appropriate to the department and the tasks to be done for the day. Clothing should fit comfortably, allow full range of mobility without being too tight, overly loose, oversized or revealing, shorts are not acceptable. Clothing should also be clean, wrinkle free and in good repair. Denim jeans (slacks) are not acceptable, except when otherwise authorized by Success Learning Management. Sweatpants are not acceptable (unless needed for medical reasons). Footwear shall be clean, in good repair, providing for adequate safety, and appropriate to the department's needs.

Due to odor sensitivities, allergies, etc. by students and co-workers it is recommended that the use of fragrance (i.e. colognes, perfumes, after shaves, scented lotions, etc.) be used and applied very conservatively.

You are expected to maintain the highest standards or personal cleanliness and present a neat, clean and professional appearance at all times. Tattoos may not be visible while you are working. (See policy 02,001,0050 "Dress Code" for more information.) Flip flops, rubber beach shoes, rubber sandals and slippers may not be worn. Employees with visible body piercings (other than earrings) may be asked to remove them during their shift at work.

Substance Abuse
Success Learning Management will not tolerate alcohol abuse or the use of other intoxicants and mind-altering substances, including illegal drugs. Employees may be required to submit to drug screens, blood alcohol tests, Breathalyzer tests and medical examinations (where permitted by law) under the following circumstances:

- When an employee is suspected of working or reporting to work with intoxicants or mind-altering substances in his or her system;
- When an employee suffers an on-the-job injury or is involved in an accident while at work; or
- In connection with a routine fitness for duty examination, the presence of 0.05% alcohol or the presence of any other intoxicants or mind-altering substances in the body is a violation of this policy, regardless of when consumption or ingestion occurred. Refusal of an employee to undergo testing or to cooperate fully with any of these tests is also a

violation of our policy and may result in disciplinary action up to and including dismissal.

Employees are also prohibited from possessing, using, selling or purchasing any alcoholic beverages or other mind-altering substances on Success Management Systems Inc. and/or school property or in vehicles used for school-sponsored activities. Off-premises possession, use, sale or purchase of mind-altering substances and off-premise alcohol abuse may reflect unfavorably on Success Management's reputation and is also prohibited.

This policy does not prohibit the proper use of medication under the direction of a physician. However, the misuse or abuse of such drugs is prohibited. Employees who are taking prescription or non-prescription drugs, which could affect their ability to perform their job in a safe manner must notify their immediate supervisor or Administrator of this fact when they report to work.

Violation of any aspect of Success Management's Drug and Alcohol policy will result in discipline up to and including immediate termination. In addition, Success Management Systems Inc. may report use and/or sale of possession concerns to the civil authorities. (See policy 02,001,0020 "Alcohol and Drug Testing" for more information.)

Smoking in the Workplace

Success Learning Management is committed to providing a safe and healthy environment for employees, students and visitors. Therefore, smoking and vaping are not permitted in any Success Learning Management facility, vehicle or anywhere on school grounds or at any school-sponsored event.

Solicitation and Distribution

In order to avoid unnecessary annoyances and interruptions from your work, solicitation by an employee of another employee is prohibited while either person is at work. Employee distribution of literature, including handbills, in work areas is prohibited.

Trespassing, soliciting or distribution of literature by non-employees is prohibited at all times.

Personal Calls and Communication

It is important to keep our telephone lines free for Success Management Systems Inc. and work-related calls. Personal calls during work hours are discouraged. We do realize that the occasional use of telephones for a personal emergency may be necessary. The personal use of cellular, digital or other portable telephones in the classroom during any school activity is not allowed. Students may not use an employee's telephone, pager, laptop or other electronic device unless an emergency exists.

Changes in Personal Data

Success Learning Management needs to maintain up-to-date information about you so that we are able to aid you and/or your family in matters of personal emergency.

Change in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the Human Resource office as soon as possible. (Please also submit a copy of the marriage certificate, if applicable, for a name change.)

Changes in your personal information may affect your benefits, such as the event of a marriage or divorce. Please direct questions relative to benefit status to the Human Resource office.

Workplace Violence

Violence by an employee or anyone else against a student, parent, employee or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage of Success Learning Management property in the event that someone, for whatever reason, may be unhappy with a Success Learning Management decision or action by an employee or member of management.

If you receive or overhear any threatening communication from an employee, student or outside third party, report it immediately to Administration. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 9-1-1) immediately.

All reports of work-related threats will be kept confidential, to the extent possible, investigated and documented. You are encouraged to report and participate in an investigation of any suspected or actual cases of workplace violence. Your failure to report or fully cooperate in Success Learning Management investigation could result in disciplinary action.

Violations of this policy will not be permitted and may result in disciplinary action, up to and including discharge.

You are required by state and federal law to report any knowledge of threat of violence to a child/student. Contact Administration immediately if you are aware of such information.

Prohibition of Weapons

Employees are not to intentionally or unintentionally bring any weapons of any type on to any Success Learning Management property or property managed by Success Learning Management, including Success Centers. A valid permit to carry a concealed weapon does not exempt an employee from this policy. It is a violation of Success Learning Management policy to possess, use or threaten use of a firearm, knife, explosive, taser or any other weapon at the workplace or in a vehicle used for Success Learning Management business. Any tool or object used in the course of employment is to be used strictly for its intended use. Inappropriate reference to the use of any tool or object as a weapon or means to inflict injury is a violation of this policy.

Outside Employment

Success Learning Management hopes you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must obtain approval from your Administrator in writing prior to accepting any outside position.

Outside employment must not conflict in any way with your responsibilities within Success Learning Management. You may not work for competitors nor may you take an ownership position with a competitor, during your employment with Success Learning Management.

You also may not conduct outside work while on Success Learning Management time or use Success Learning

Management property, equipment or facilities in connection with outside work.

Safety and Emergencies

Safety can only be achieved through teamwork. Please observe the following precautions:

- Notify Administration of any emergency situation.
- If you are injured at work, no matter how slight, you must inform Human Resources immediately.
- The use of alcoholic beverages or illegal substances during working hours will not be tolerated. Your presence at work while under the influence of alcohol or any illegal substance is not permitted. The possession of alcoholic beverages or illegal drug substances in the workplace is forbidden and endangers others.
- Use, adjust and repair machines and equipment only if you are trained and qualified.
- Get help when lifting or pushing heavy objects.
- Understand your job fully and follow instructions. If you are not sure of the safe procedure, do not guess. Please ask Administration.
- Know the locations, contents and use of first aid and firefighting equipment.
- Make sure students are supervised at all times.
- Wear personal protective equipment in accordance with the job you are performing
- Follow all instructions on universal precautions in the workplace. Administration will have complete information and the location of all universal precaution equipment, including sterile gloves. You are responsible for familiarizing yourself with these requirements.

Violations of safety precautions are themselves unsafe. Such violations may lead to disciplinary action, up to and including discharge.

If You Must Leave Us

If you decide to leave your employment with Success Learning Management, you must provide the Administrator with notice at least two weeks in advance. Your thoughtfulness will be appreciated and will be noted should you ever wish to re-apply for employment with Success Learning Management.

If you are rehired following a break in service in excess of three months, other than an approved leave of absence, you must serve a new initial introductory period. You will be considered a new employee from the effective date of your reemployment for purposes of calculating benefits.

Additionally, if you resign, you are encouraged to complete a brief exit interview prior to your last day of work. All Success Learning Management or school property, including this Employee Handbook, must be returned upon termination. Otherwise, further action to recoup any replacement costs may be taken.

You should notify Success Learning Management if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address. (See policy 02,001,0055 "Resignation/Retirement/Termination Process" for more information.)

Discipline

Success Learning Management in its sole discretion, reserves the right to engage in employee discipline. Discipline

may include, but is not necessarily limited to written reprimand, demotion, suspension without pay and/or termination.

Discipline of an employee is done privately with the full expectation that any performance concerns will be satisfactory addressed.

Any disciplinary action requires the signature of the employee. By signing a disciplinary form the employee verifies that they have received it, not that they necessarily agree with the contents of the written actions.

An employee has the option of writing a response to a disciplinary memo or action. This response will be placed in the employee file. (See policy 02,001,0075 "Employee Discipline" for more information.)

V. FEDERAL AND STATE REGULATIONS AND STATUTES

Equal Employment Opportunity

Success Learning Management is committed to equal employment opportunity. We will not discriminate against our employees or applicants for employment on a protected basis, including but not limited to veteran status, race, color, religion, gender, national origin, disability and/or age or any other status protected by state or local law.

If you are aware of any discrimination or feel you are being discriminated against, you should contact Administration. Each issue will be handled fairly.

Americans with Disabilities Act

It is your responsibility to notify your Administration of the need for an accommodation. An Informal Request for a Reasonable Accommodation form may be obtained from the Administrative Office. Should your informal request be denied in part or in whole, you have the right to appeal the decision by filling out a Formal Request for a Reasonable Accommodation form and submitting it to Success Learning Management. You may contact the Administrative Office.

You may be required to provide written documentation of information as to the existence of your disability and suggested accommodation from your physician or other medical rehabilitation professional.

Social Security Number Privacy

The Privacy Act requires an employer to protect and defend against identity theft through careless or casual display of an employee's social security number, an employment applicant's social security number or the social security number of anyone transacting business with Success Learning Management. An employee that fails to comply with this policy is subject to discipline up to and including termination of employment.

Additional information concerning other provisions, definitions and/or exceptions to this policy are available at Human Resources. (See policy 02,001,0065 "Social Security Numbers Privacy" for more information.)

Consolidated Omnibus Budget Reconciliation Act (COBRA)

You and your covered dependents will have the opportunity to continue medical (and/or dental and vision) benefits

under the provisions of the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical, dental, and vision coverage for you and your covered dependents that would otherwise end because:

- Your employment terminates, for a reason other than gross misconduct;
- Your eligibility for insurance changes due to a reduction in hours;
- Your child ceases to be a "dependent child" under the terms of the medical (and/or dental and vision) plan;
- You become divorced or legally separated;
- You become entitled to Medicare; or
- You die.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 30 days of the occurrence of the event. The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage. COBRA applies to dental and vision care insurance only if dental and vision care insurance are offered.

Health Insurance Portability and Accountability Act (HIPPA)

HIPPA was enacted to protect and maintain the privacy of employee health information. Success Learning Management operates in compliance with these regulations and maintains the confidentiality and security of all such information. (See policy 01,002,0025" Health Insurance Portability and Accountability Act - HIPPA" for more information.)

Workers' Compensation

All on-the-job injuries are covered by Success Learning Management Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how minor, report the incident immediately to the Human Resource Office.

Consistent with applicable state law, failing to report an injury within the required period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition which could lead to or contribute to an employee accident.

Success Learning Management will abide by all requirements set forth in the Workers' Compensation Act and any other applicable law and will not take adverse action against an employee in retaliation for filing a Workers' Compensation claim. Please be aware that there may be a waiting period for collecting Workers' Compensation. If you do not have any accrued time off, your first days off (the exact number depends on the state) may be unpaid.

The amount of the benefits payable to you and the duration of payment depend upon the nature of your injury or illness. (See policy 03,001,0005 "Medical Emergencies" for more information.)

Harassment

Success Learning Management does not and will not tolerate harassment of our employees, students, parents, or vendors. The term "harassment" includes but is not limited to slurs, jokes, and other verbal, graphic or physical conduct relating to an individual's race, color, sex, religion, national origin, citizenship, age or disability. "Harassment" also includes "sexual harassment," sexual advances, requests for sexual favors, offensive touching, and other verbal, graphic or physical contact of a sexual nature. Violation of this policy will subject an employee to

disciplinary action up to and including discharge.

If you feel that you are being harassed in any way by a coworker, parent or by an employee of a customer or vendor, you must notify your Administrator immediately. In addition, if you believe that a student is being harassed in any way by an employee, parent, student or by an employee of a customer or vendor, you must notify your Administrator immediately.

Any such matter will be thoroughly investigated, and where appropriate, disciplinary action will be taken.

You should also be aware that no Administrator or other member of management is authorized to make any employment decision based in any way on an employee's submission or rejection of sexual conduct or advances. No Administrator or other member of management has the authority to suggest to any employee that the employee's continued employment or future advancement will be affected in any way because the employee enters into or refuses to enter into any form of sexual or other personal relationship with the Administrator or member of management. No Administrator or member of management may coerce any employee into a sexual relationship and then reward the employee. No Administrator may take disciplinary action against an employee or deny a promotion, transfer, award, etc. to an employee because he or she has rejected sexual advances.

In addition, no faculty member or other employee is authorized to make any academic or disciplinary decision based in any way on a student's submission to or rejection of sexual conduct or advances. No faculty member or other employee has the authority to suggest to any student that the student's continued attendance or future advancement will be affected in any way because the student enters into or refuses to enter into a form of sexual or other personal relationship with the faculty member or other employee. No faculty member or other employee may coerce a student into a sexual relationship and then reward the student. No faculty member or other employee may take disciplinary action against a student or deny a promotion, award, grade, or benefit to a student because he or she has rejected sexual advances.

Because of the serious nature of any violations, we discourage employees from putting themselves in any situation where an allegation of sexual harassment or sexual abuse might arise. This includes using common sense when or if any employee is alone with a student and limiting any displays of public affection which common sense states might be deemed inappropriate in a school environment.

You will not be penalized in any way for reporting improper conduct. Please do not assume that the school is aware of your problem. Please bring your complaints and concerns to our attention so that we can resolve them. (See policy 02,001,0005 "Harassment and Discrimination" for more information.)

VI. GENERAL EMPLOYEE GUIDELINES

Work Schedule

Because of the nature of our business, your work schedule may vary depending on your job. Check with the Administrator for your specific daily schedule. Full-time salaried and fixed salaried employees may not be employed anywhere that may conflict with the employee's time commitments and responsibilities to Success Learning Management.

Confidentiality of Records

The details of an employee's terms of employment and compensation should be treated as confidential matters and not disclosed to parents, vendors or customers except as authorized.

An employee may, by virtue of their employment with Success Learning Management, obtain access to sensitive, confidential, restricted and proprietary information about Success Learning Management including but not limited to financial records, student records and files, referral or mailing lists, insurance numbers and similar documents. Such confidential information shall be used solely by employees in the performance of their job duties for Success Learning Management and shall not be used in any other manner whatsoever.

A confidential file on each child is kept in the office which contains a Confidential Information Form, immunization certificate, emergency release form, and field trip permission slip. Speaking about private matters concerning a child or his or her family is a breach of the confidence parents have entrusted to us. This is injurious to the professional atmosphere and credibility of our school. All information on the child's Confidential Information Form is confidential. This applies also to discussing staff, their children and their families to friends outside of school. School business must stay at school. Reference FERPA.

Employees shall not use, disclose, divulge or publish to others (without prior written consent of Success Learning Management) any such confidential information acquired in the course of their employment. Such confidential information is the exclusive property of Success Learning Management and under no circumstances whatsoever shall employees have any rights to use, disclose or publish to others such confidential information subsequent to the termination of their employment.

Unauthorized use or disclosure of confidential information may result in discipline, up to and including immediate discharge.

Upon the termination of employment, employees must deliver to Success Learning Management any and all confidential information, including all copies of such documents prepared or produced in connection with their employment with Success Learning Management.or pertaining to Success Learning Management's business or the employee's service for Success Learning Management, whether made or compiled by the employee or furnished to the employee in connection with such services to Success Learning Management.

Media and Public Relations

Occasionally, you may be contacted by the media regarding Success Learning Management and school activities. In such cases, please refer them to the Administration. (See policy 01,002,0015 "Public Communications and Community Relations" for more information.

Success Learning Management Property

Employees are expected to exercise due care while using Success Learning Management property and to only use that property for authorized purposes. Employees may not borrow Success Learning Management property for personal use. Employees are prohibited from using any facilities of the employer without first obtaining permission from Administration.

No copying, disseminating, publishing or transmitting of any work or school property is permitted without first

getting consent from Administration, except when necessary for ordinary school-related educational purposes. You may not use Success Learning Management's name or any other trademark of Success Learning Management without first obtaining written consent from Management.

Personal Property

You are responsible for your own personal property. Please make sure to lock up any item of value. Success Learning Management and the school will not be held liable for any damaged, lost or stolen items.

Visitors

If you are expecting a visitor, please notify your supervisor. All visitors must first check in at the office. Visitors are not allowed in any area of the building without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

Travel/Expense Accounts

Success Learning Management will reimburse employees for reasonable expenses incurred through business travel. Business expense reimbursements require receipts and completion of the proper documentation. All expenses for reimbursement must have approval in advance from the Administration. Receipts which include alcohol will not be paid by Success Learning Management

Parking

Parking facilities may be available to employees in designated areas. Success Learning Management is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that your lock your car doors.

Personal Mail

All mail delivered to Success Learning Management is presumed to be related to our business and will be opened by the office and routed to your department. If you do not want your mail handled in this manner, please have it delivered to your home or post office box.

Background Checks

If an employee leaves employment within the first 6 months of hire, the 55.00 cost of the background check, if Success Learning Management paid for it, will be deducted from the employee's last paycheck.

Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to the Administration Office. This includes break room or faculty areas where applicable.

VII. DEFINITIONS

Definitions

Introductory Period:
All employees are on an introductory period during their first 90 days of employment.

During this period of time, you will be able to determine if your new job is suitable for you and the Administrators will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time thereafter.

Full-Time Salary Employees: Work 40 or more hours per week. The duration of the position is expected to be for 12 months. Full-time employees are eligible for our fringe benefits package in accordance with their position and length of employment.

Fixed Rate Salary Employees: Work (on average) 35 to 40 hours per week. The duration of the position is expected to be for 12 months. Fixed rate salary employees are not eligible for benefits.

Part-Time Hourly Employees: Work (on average) less than 29 hours per week. The duration of the position is expected to be for 12 months. Part-time employees are not eligible for benefits.

12-Month Employee: Are employees who are required to work all 12 months of the year (including school breaks) such as Administrators, Communications administrative team and customer contact staff.

Exempt Employee: Pursuant to the Fair Labor Standards Act (FLSA) and applicable state laws, exempt employees are those who perform administrative, professional, supervisory or managerial responsibilities.

Non-Exempt Employees: Pursuant to the Fair Labor Standards Act (FLSA) and applicable state laws, non-exempt employees are entitled to overtime pay for all hours worked in excess of 40 hours per week. Unless otherwise notified, each hourly employee is required to record their hours of work, vacation, sick and personal time through the use of ADP. Accurately recording all of your time is required in order to be sure you are paid for all hours worked as required by the FLSA. Non-exempt employees will be paid time and one-half their regular hourly rate for hours worked over 40 in any one-week period. The Administrator or Department Supervisor must approve all overtime in advance.

VIII. ASSURANCES AND AUTHORIZATIONS

Success Learning Management Communication and Computer Systems

Confidentiality and Acceptable Systems Usage
Success Learning Management computer and communication systems are intended for business only. Accessing or acquiring information and materials inappropriate to a school environment is against Success Learning Management policy and is prohibited. All information transmitted or stored in our systems (e.g. employee lists, student lists, documents relating to policies and procedures) is the sole and exclusive property of Success Learning Management and should be treated as confidential. Such information may not be disclosed to any person outside of Success Learning Management nor may any such information be removed from our premises without the express permission of your Administrator. Employees are strictly prohibited from accessing, reading and copying data or information stored in the systems and from accessing, reading and copying communications not directed to them without prior

authorization.

All system messages are Success Learning Management records. The contents of all systems may be accessed and/or disclosed to Success Learning Management without your permission. Therefore, you should not assume that messages and/or personal information and communications are confidential.

Personal Usage

Because personal communications can be accessed without prior notice, employees should not use Success Learning Management to transmit any message or to access any information which he or she would not want a third party to see. Although incidental and occasional personal use of our systems is permitted, such personal use will be treated the same as all other communications under this policy. However, employees are at all times strictly prohibited from accessing or downloading information from the Internet for personal use.

You may not use our communication and/or computer systems in any way that may be seen as insulting, disruptive, offensive or harmful to morale. Examples of prohibited, non-business purposes include, but are not limited to, use of Success Management's systems:

- to convey insensitive, improper, derogatory, insulting, threatening or harassing language or remarks, or sexually-explicit messages, cartoons, jokes or other potentially offensive material;
- to send propositions, love letters, or any other message that could be construed to be harassment or disparagement of others in violation of our policy against harassment;
- to attempt to break into any computer, whether internal or external to Success Learning Management, to copy or steal electronic files without permission or to knowingly cause or aid the spread of computer viruses;
- to write personal letters, resumes, junk mail, mass-mailings or other documents unrelated to Success Management Systems Inc. business or to create and/or forward "chain letters;"
- for the unauthorized advertisement of services;
- to run computer games or other personal software or copy such software;
- as a forum for gossip or personal communications for personal gain.

Password and Encryption Key Security and Integrity

All passwords and encryption keys must be available to Success Learning Management at all times. Additionally, you may not use passwords that are unknown to Administration, nor may you install encryption programs without first turning over encryption keys to your manager. Further, employees are prohibited from the unauthorized use of passwords and encryption keys belonging to other employees in order to gain access to other employees' messages. Success Learning Management requires all passwords to be saved and shared with Supervisor inside software, lastpass.

Software, Personal Disk and Networking

Computer software, whether purchased, developed, or modified by Success Learning Management, may not be downloaded, copied, reproduced, altered or appropriated by employees without prior Success Learning Management. authorization. Any such computer software is the property of Success Learning Management and may not be copied or appropriated by employees for personal use during employment with Success Learning Management.

Success Learning Management does not condone the use of "bootleg" or "pirate" software. The use of such software is grounds for discipline up to and including immediate termination. Any employee who becomes aware of the

presence of any “bootleg” or “pirate” software on Success MLearning Management’s Computer System should notify Administration immediately.

The use of personal disks or software in the school’s computer system without prior authorization is strictly prohibited. Employees are further prohibited from accessing Success Learning Management’s system from remote locations via modem and from connecting Success Learning Management Systems to outside systems via modem without prior authorization.

Violations of any aspect of Success Learning Management’s communication and computer systems, security and usage policy may result in discipline up to and including discharge.

Network and Internet Use Agreement

I understand and will abide by the Success Learning Management Systems. Network and Internet Use Agreement. Should I commit any violation, my access privileges may be revoked and disciplinary action and/or appropriate legal action may be taken.

User Name (print): _____

User Signature: _____

Date: _____

Receipt of Employee Handbook

I have received a copy of the Success Management Systems Inc. Employee Handbook and I understand that I am responsible for reading the personnel policies and practices described within it. I understand that this handbook replaces any and all prior handbooks, policies and practices of Success Management.

User Name (print): _____

User Signature: _____

Date: _____

Changes to Employee Handbook

I am aware that Success Management Systems Inc. may update and change the contents of the Employee Handbook based upon the changing needs and conditions in the workplace. Any new policies that may be communicated to me via a written notification and/or electronic message will supersede and replace the former policies contained in this edition of the Employee Handbook.

If I have questions regarding these policies or the content or interpretation of any policy in the handbook, I will bring them to the attention of the Administration.

User Name (print): _____

User Signature: _____

Date: _____

Consumer Report Disclosure

As required by the Fair Credit Reporting Act, this is to advise you that in connection with your application for employment with Success Learning, a consumer report regarding your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living may be obtained with respect to you for employment purposes from a consumer reporting agency.

I hereby authorize Success Learning to obtain and use a consumer report with respect to me for employment purposes.

User Name (print): _____

User Signature: _____

Date: _____

Acknowledgement of At-Will Employment Status

I, the undersigned employee, hereby acknowledge that I have received and read a copy of Success Learning Management ’s Employee Handbook.

I further understand and agree that:

- Additional information and policies may be implemented from time to time by Success Management Learning

Management , and I will also be required to read and understand them.

- The Employee Handbook is not an employment agreement or guarantee of employment of any length or duration.

- I am an “at-will” employee which means either myself or Success Learning Management, may terminate the employment relationship, for any or no reason, at any time.

- My status as an at-will employee can only be changed through a written agreement duly authorized and executed by the PRESIDENT of Success Learning Management., and its co-founders.

- There have been no statements, agreements, promises, representations or understandings made by any officer, employee or agent of Success Learning Management., inconsistent with this acknowledge form.

User Name (print): _____

User Signature: _____

Date: _____

SUCCESS
LEARNING

4864 Lapeer Road • Kimball, MI 48074 • 810.982.7210

Dear :

Success Learning hereby extends an Offer of employment to you for the position of . This letter outlines the general terms and conditions of your employment. If you choose to accept this Offer, your starting date will be on or about .

Attached is a job description, which outlines the primary responsibilities of your position. Included and incorporated into your job responsibilities are the Mission, Vision and Key Terms of Success Learning and the Core Values of Success. By signing this letter and accepting this offer you are acknowledging your agreement with each of these documents (the Job Description; the Academy's Mission, Vision & Key Terms; and Success's Core Values) and that you will perform your duties in alignment with them.

You will be paid on or about the 15th and the 30th of each month. Your rate of pay will be $ and you will be considered a Time employee.

Your employment is "at-will" which means that it is for no definite period of time and may, regardless of the date of payment of your wages and salary, be terminated at any time by either you or by Success Learning, with or without cause, at any time. The at-will employment relationship may be changed only by a writing to the contrary signed by both you and Success Learning.

This Offer of employment is contingent upon successful completion of a complete background check authorized by you, unless we already have a recent one on file. You are expected to notify the Academy or Success of any changes to your background information, such as any change of address or any subsequent arrests.

We expect that you will adhere to the policies and procedures outlined in the Employee Handbook, which is considered part of this employment Offer. The terms and conditions of the Offer are confidential and you may not reveal them to any other party (other than spouse) without prior written permission.

Please indicate your agreement and acceptance of this Offer and the terms and conditions contained herein by your dated signature below.

Sincerely,

CEO

Agreed:_____ Date:_____
Signature

_____
Print Name

Attachment 18 -Leader and Teacher Evaluation Tools

Teacher evaluation tool

Communicating High Expectations for Each Student to Close the Achievement Gap

Focus Statement: Teacher exhibits behaviors that demonstrate high expectations for each student to achieve academic success.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect by more than 90% of the students.	Exhibits behaviors that demonstrate high expectations for each student to achieve academic success. The desired effect is displayed in the majority of students.	Exhibits behaviors that demonstrate high expectations for each student to achieve academic success, but less than the majority of students are displaying the desired effect.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Professional Responsibilities

Adhering to School and District Policies and Procedures

Focus Statement: Teacher adheres to school and district policies and procedures.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Helps other by sharing evidence of how to support school and district policies and procedures.	Adheres to school and district policies and procedures and articulates how they adhere to school and district policies and procedures.	Adheres to school and district policies and procedures.	Inconsistently adheres to school and district policies and procedures.	Makes no attempt to adhere to school and district policies and procedures.

Maintaining Expertise in Content and Pedagogy

Focus Statement: Teacher continually deepens knowledge in content (subject area) and classroom instructional strategies (pedagogy).				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Help others by sharing evidence of how to develop expertise in content area and classroom instructional strategies.	Continually deepens knowledge in content and classroom instructional strategies and provides evidence of developing expertise in content area and classroom instructional strategies.	Continually deepens knowledge in content (subject area) and classroom instructional strategies (pedagogy).	Attempts to deepens knowledge in content area and classroom instructional strategies.	Makes no attempt to deepen knowledge in content area and classroom instructional strategies.

Promoting Teacher Leadership and Collaboration

Focus Statement: Teacher promotes teacher leadership and a culture of collaboration.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Helps others by sharing evidence of how to promote teacher leadership and a culture of collaboration.	Promotes teacher leadership and a culture of collaboration and provides evidence of promoting leadership as a teacher and promoting a school-wide culture of professional learning.	Promotes teacher leadership and a cultures of collaboration.	Attempts to promote teacher leadership and a culture of collaboration.	Makes no attempt to promote teacher leadership and a culture of collaboration.

Organizing Students to Interact with Content

Focus Statement: Teacher organizes students in appropriate groups to facilitate the learning of content.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect by more than 90% of the students.	Organizes students into appropriate groups to facilitate the processing of content. The desired effect is displayed in the majority of students.	Organize students into appropriate groups to facilitate the processing of content, but less than the majority of students are displaying the desired effect.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Establishing and Acknowledging Adherence to Rules and Procedures

Focus Statement: Teacher establishes classroom rules and procedures that facilitate students working cooperatively and acknowledge students who adhere to rules and procedures.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect by more than 90% of the students.	Establishes classroom rules and procedures that facilitate students working cooperatively and acknowledge students who adhere to rules and procedures. The desired effect is displayed in the majority of students.	Establishes classroom rules and procedures that facilitate students working cooperatively and acknowledge students who adhere to rules and procedures, but less than the majority of students are displaying the desired effect.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Using Engagement Strategies

Focus Statement: Teacher uses engagement strategies to engage or re-engage students with the content.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect in more than 90% of the students.	Uses engagement strategies to engage or re-engage students with the content. The desired effect is displayed in the majority of students.	Uses engagement strategies to engage or re-engage students with the content, but less than the majority of students are displaying the desired effect.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Establishing and Maintaining Effective Relationships in a Student-Centered Classroom

Focus Statement: Teacher behaviors foster a sense of classroom community by acknowledgement and respect for the diversity of each student.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on evidence, implements adaptations to achieve the desired effect by more than 90% of the students.	Teacher behaviors foster a sense of classroom community by acknowledgement and respect for the diversity of each student. The desired effect is displayed in the majority of students.	Teacher behaviors foster a sense of classroom community by acknowledgement and respect for the diversity of each student, but less than the majority of students are displaying the desired effect.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

		desired effect in student evidence at the taxonomy level of the critical content.		

Helping Students Engage in Cognitively Complex Tasks

Focus Statement: Teacher coaches and supports students in complex tasks that require experimenting with the use of their knowledge by generating and testing a proposition, a theory, and/or a hypothesis.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect in more than 90% of the student evidence at the taxonomy level of the critical content.	Coaches and supports students in complex tasks that require experimenting with the use of their knowledge by generating and testing a proposition, a theory, and/or a hypothesis. The desired effect is displayed is displayed in the majority of student evidence at the taxonomy level of the critical content.	Coaches and supports students in complex tasks that require experimenting with the use of their knowledge by generating and testing a proposition, a theory and/or a hypothesis, but less than the majority of students are displaying the desired effect in student evidence at the taxonomy level of the critical content.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Conditions for Learning

Using Formative Assessment to Track Progress

Focus Statement: Teacher uses formative assessment to facilitate tracking of student progress on one or more learning targets.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect by more than 90% of the students.	Uses formative assessment to facilitate tracking of student progress on one or more learning targets. The desired effect is displayed in a majority of students.	Uses formative assessment to facilitate tracking of student progress on one or more learning targets, but less than the majority of students are displaying the desired effect.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Providing Feedback and Celebrating Progress

Focus Statement: Teacher provides feedback to students regarding their formative and summative progress as it relates to learning targets and/or unit goals.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect by more than 90% of the students.	Provides feedback to students regarding their formative and summative progress as it relates to learning targets and/or unit goals. The desired effect is displayed in the majority of students.	Provides feedback to students regarding their formative and summative progress as it relates to learning targets and/or unit goals, but less than the majority of students are displaying the desired effect.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Helping Students Examine Similarities and Differences

Focus Statement: When presenting content, the teacher helps students deepen their knowledge of the critical content by examining similarities and differences.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect in more than 90% of the student evidence at the taxonomy level of the critical content.	When presenting content, the teacher helps students deepen their knowledge of critical content by examining similarities and differences. The desired effect is displayed in the majority of student evidence at the taxonomy level of the critical content.	When presenting content, the teacher helps students deepen their knowledge of critical content by examining similarities and differences, but less than the majority of students are displaying the desired effect in student evidence at the taxonomy level of the critical content.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Helping Students Examine Their Reasoning

Focus Statement: Teacher helps students produce and defend a claim (assertion of truth or factual statement) by examining their own reasoning or the logic of presented information, processes, and procedures.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect in more than 90% of the student evidence at the taxonomy level of the critical content.	Helps students produce and defend a claim (assertion of truth or factual statement) by examining their own reasoning or the logic of presented information, processes, and procedures. The desired effect is displayed in the majority of student evidence at the taxonomy level of the critical content.	Helps students produce and defend a claim (assertion of truth or factual statement) by examining their own reasoning or the logic of presented information, processes, and procedures, but less than the majority of students are displaying the desired effect in student evidence at the taxonomy level of the critical content.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Helping Students Revise Knowledge

Focus Statement: Teacher helps students revise previous knowledge by correcting errors and misconceptions as well as adding new information.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect in more than 90% of the student evidence at the taxonomy level of the critical content.	Engages students in revision of previous knowledge by correcting errors and misconceptions as well as adding new information. The desired effect is displayed in the majority of student evidence at the taxonomy level of the critical content.	Engages students in revision of previous knowledge by correcting errors and misconceptions as well as adding new information, but less than the majority of students are displaying the	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

		at the taxonomy level of the critical content.		

Using Questions to Help Students Elaborate on Content

Focus Statement: Teacher uses a sequence of increasingly complex questions that require students to critically think about the content.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect in more than 90% of the student evidence at the taxonomy level of the critical content.	Uses a sequence of increasingly complex questions that require students to critically think about the content. The desired effect is displayed in the majority of student evidence at the taxonomy level of the critical content.	Uses a sequence of increasingly complex questions that require students to critically think about the content, but less than the majority of students are displaying the desired effect in student evidence at the taxonomy level of the critical content.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Reviewing Content

Focus Statement: Teacher engages students in brief review of content that highlights the cumulative nature of the content.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect in more than 90% of the student evidence at the taxonomy level of the critical content.	Engages students in a brief review of content that highlights the cumulative nature of the content. The desired effect is displayed in the majority of student evidence at the taxonomy level of the critical content.	Engages students in a brief review of content that highlights the cumulative nature of the content, but less than the majority of students are displaying the desired effect in student evidence at the taxonomy level of the critical content.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibiteds

Helping Students Practice Skills, Strategies, and Processes

Focus Statement: When the content involves a skill, strategy, or process, the teacher engages students in practice activities that help them develop fluency and alternative ways of executing procedures.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect in more than 90% of the student evidence at the taxonomy level of the critical content.	When the content involves a skill, strategy, or process, the teacher engages students in practice activities tha t help them develop fluency and alternative ways of executing procedures. The desired effect is displayed in the majority of student evidence at the taxonomy level of critical content.	When the content involves a skill, strategy, or process, the teacher engages students in practice activities that help them develop fluency and alternative ways of executing procedures, but less than the majority of students are displaying the desired effect in student evidence at the taxonomy level of the critical content.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Standards-Based Instruction

Identifying Critical Content from the Standards

Focus Statement: Teacher uses the progression of standards-based learning targets (embedded within a performance scale) to identify accurate critical content during a lesson or part of a lesson.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect in more than 90% of the student evidence at the taxonomy level of the critical content.	Uses the progression of standards-based learning targets embedded within a performance scale to identify accurate critical content during a lesson or part of a lesson. The desired effect is displayed in the majority of student evidence at the taxonomy level of the critical content.	Uses the progression of standards-based learning targets embedded within a performance scale to identify accurate critical content during a lesson or part of a lesson, but less than the majority of students are displaying the desired effect in student evidence at the taxonomy level of the critical content.	Use strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Previewing New Content

Focus Statement: Teacher engages students in previewing activities that require students to access prior knowledge as it relates to the new content.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect in more than 90% of the student evidence at the taxonomy level of the critical content.	Engages students in previewing activities that require students to access prior knowledge as it relates to the new content. The desired effect is displayed in the majority of student evidence at the taxonomy level of the critical content.	Engages students in previewing activities that require students to access prior knowledge as it relates to the new content, but less than the majority of students are displaying the desired effect in student evidence at the taxonomy level of the critical content.	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Helping Student Process New Content

Focus Statement: Teacher systematically engages student groups in processing and generating conclusions about new content.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Based on student evidence, implements adaptations to achieve the desired effect in more than 90% of the student evidence at the taxonomy level of the critical content.	Systematically engages student groups in processing and generating conclusions about new content. The desired effect is displayed in the majority of student evidence at the taxonomy level of the critical content.	Systematically engages student groups in processing and generating conclusions about new content, but less than the majority of students are displaying the desired effect in student evidence	Uses strategy incorrectly or with parts missing.	Strategy was called for but not exhibited.

Standards-Based Planning

Planning Standards-Based Lessons/Units

Focus Statement: Using established content standards, the teacher plans rigorous units with learning targets embedded within a performance scale that demonstrates a progression of learning.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Helps others by sharing evidence of implementing lesson/unit plans aligned to grade level standard(s) using learning target embedded in a performance scale and the impacts on student learning.	Using established content standards, plans rigorous units with learning targets embedded within a performance scale that demonstrates a progression of learning and provides evidence of implementing lesson/unit plans aligned to grade level standard(s) using learning targets embedded in a performance scale.	Using established content standards, plans rigorous units with learning targets embedded within a performance scale that demonstrates a progression of learning.	Using established content standards, attempts to plan rigorous units with learning targets embedded within a performance scale that demonstrates a progression of learning.	Makes no attempt to plan rigorous units with learning targets embedded within a performance scale that demonstrates a progression of learning.

Aligning Resources to Standard(s)

Focus Statement: Teacher plan includes traditional and/or digital resources for use in standards-based units and lessons.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Helps others by sharing evidence of including and implementing traditional and/or digital resources to support teaching standards-based units and lessons.	Teacher plan includes traditional and/or digital resources for use in standards-based units and lessons and provides evidence of implementing traditional and/or digital resources to support teaching standards-based units and lessons.	Teacher plan includes traditional and/or digital resources for use in standards-based units and lessons.	Teacher plan includes traditional and/or digital resources for use in standards-based units and lessons that do not support the lesson.	Teacher plan does not include traditional and/or digital resources for use in standards-based units and lessons.

Planning to Close the Achievement Gap Using Data

Focus Statement: Teacher uses data to identify and plan to meet the needs of each student in order to close the achievement gap.				
Innovating (4)	**Applying (3)**	**Developing (2)**	**Beginning (1)**	**Not Using (0)**
Helps others by sharing evidence of using data showing that each student (including English learners (EL), exceptional education students, gifted and talented, socio-economic status, ethnicity) makes progress towards closing the achievement gap.	Uses data to identify and plan to meet the needs of each student in order to close the achievement gap and provides evidence of data showing that each student (including English learners (EL), exceptional education students, gifted and talented, socio-economic status, ethnicity) makes progress towards closing the achievement gap.	Use data to identify and plan to meet the needs of each student in order to close the achievement gap.	Attempts to use data to identify and plan to meet the needs of each student in order to close the achievement gap.	Makes no attempt to use data to identify and plan to meet the needs of each student in order to close the achievement gap.

Artifacts (teachers and/or administrators choose which ones to include):

Artifact	Observed	Comments	Artifact	Observed	Comment
Lesson Plans			Visual Representations		
Unit Plans			Use of Technology		
Pacing Guide/ Yearly Maps			Homework Procedures		
Learning Goals			Parent Communications		
Scales			Classroom Rules		
Formative Assessments			Classroom Routines		
Summative Assessments			Positive Behavior Supports		
Progress Tracking Procedures			Peer Observation		
Exemplars of Student Work			Surveys (Student or Parent)		
Teacher Website			Gradebook		
PD Log, Plans					

Comments:

Comments on 2018-19 Professional Growth Plan or Individual Development Plan:
Focus for 2019-20 Professional Growth Plan or Individual Development Plan:

Teacher Signature Date

Evaluator Signature Date

Evaluator Signature Date

Evaluator Signature Date

Conditions for Learning

Using Formative Assessment to Track Progress	Providing Feedback and Celebrating Progress	Organizing Students to Interact with Content	Establishing and Acknowledging Adherence to Rules and Procedures	Using Engagement Strategies	Establishing and Maintaining Effective Relationships in a Student-Centered Classroom.	Communicating High Expectations for Each Student to Close the Achievement Gap.	Total Score ____ divided by ____ items scored
							Average Score

Professional Responsibilities

Adhering to School and District Policies and Procedures	Maintaining Expertise in Content and Pedagogy	Promoting Teacher Leadership and Collaboration	Total Score ____ divided by ____ items scored
			Average Score:

Student Achievement

Annual Demonstrated Growth – total class averages, up to 3 years of classes. In the event that a benchmark test does not exist for a grade level or content area, student achievement will be based entirely on local approved assessments.

Benchmark (DRA2, AIMSWeb, NWEA)			
Highly Effective (4)	Effective (3)	Minimally Effective (2)	Ineffective (1)
80-100% of students show expected growth	50-79% of students show expected growth	40-49% of students show expected growth	>40% of students show expected growth

Classroom Assessment			
Highly Effective (4)	Effective (3)	Minimally Effective (2)	Ineffective (1)
80-100% of students show expected growth	50-79% of students show expected growth	40-49% of students show expected growth	>40% of students show expected growth

State Assessment- Student Growth Percentiles (SGP) for Gr. 4-7 ELA and Math *Research link - see page 12 of the "Accessing Student Growth Percentiles for Eduators Evaluations" Technical Guide*			
Highly Effective (4)	Effective (3)	Minimally Effective (2)	Ineffective (1)
60th %ile and above	40-59th %ile	20-39th %ile	<20th %ile

Pre-Observation Conferences	
Post-Observation Conferences	
Post-Evaluation Conferences	
Observation/Walkthrough Dates	

Teacher Attendance Through	Days Absent:

	1: Ineffective	2: Minimally Effective	3: Effective	4: Highly Effective
Center Goals Achievement/ Graduation/ Retention/ Course Completion	Year long group goals for achievement/graduation /retention are not set.	Data is somewhat considered, and a general goal is set for student achievement/grad/ retention. Progress monitoring toward the goal is limited.	A challenging, but attainable, year-long goal is set after reviewing data. Group progress is monitored for goal achievement. Learners set personal goals and track personal progress.	3+ Can show data toward meeting the goal. Can also show analysis of data for strengths and weaknesses of students.
Student Goals Achievement/ Completion/ Graduation	Goal setting by students is haphazard	Goals are set by students, but not monitored	Goals are set and monitored by students and teachers	#3 + Students can explain goals and their progress. Most goals are met.
Learning Goals	Aware of goals in the virtual classes, but does not make students aware	Makes students aware of the goals for each course.	Makes students aware of course goals and helps students track progress on learning goals.	3+ Helps student with learning goals so they understand the academic expectations of each course and students track progress.
Assessments	Teachers and students pay little attention to quizzes and assessments	Teacher assists students when retakes are needed, helps determine areas of difficulty, when asked	Teacher watches assessment scores for students, notes areas of weakness, helps students determine how to meet goals	#3 + Teacher helps student set up practices to make sure content is known prior to assessments

Administrator Evaluation Tool

Domain 1: Teacher Effectiveness

Great principals know that teacher quality is the most important in-school factor relating to student achievement. Principals drive effectiveness through (1) their role as a human capital manager and (2) by providing instructional leadership. Ultimately, principals are evaluated by their ability to drive teacher development and improvement based on a system that credibly differentiates the performance of teachers based on rigorous, fair definitions of teacher effectiveness.

Competency		Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
1.1 Human Capital Manager					
1.1.1	**Hiring and retention**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Monitoring the effectiveness of the systems and approaches in place used to recruit and hire teachers; – Demonstrating the ability to increase the entirety or significant majority of teachers' effectiveness as evidenced by gains in student achievement and teacher evaluation results; – Articulating, recruiting, and leveraging the personal characteristics associated with the school's stated vision (i.e. diligent individuals to fit a rigorous school culture).	**Principal recruits, hires, and supports teachers by:** – Consistently using teachers' displayed levels of effectiveness as the primary factor in recruiting, hiring, and assigning decisions; – Demonstrating ability to increase most teachers' effectiveness as evidenced by gains in student achievement and growth; – Aligning personnel decisions with the vision and mission of the school. –	**Principal recruits, hires, and supports effective teachers by:** – Occasionally using teachers' displayed levels of effectiveness as the primary factor in recruiting, hiring, and assigning decisions OR using displayed levels of effectiveness as a secondary factor; – Demonstrating ability to increase some teachers' effectiveness; – Occasionally applying the school's vision/mission to HR decisions.	**Principal <u>does not</u> recruit, hire, or support effective teachers who share the school's vision/mission by:** – Rarely or never using teacher effectiveness as a factor in recruiting, hiring, or assigning decisions[1]; – Rarely or never demonstrating the ability to increase teachers' effectiveness by moving teachers along effectiveness ratings; – Rarely or never applying the school's vision/mission to HR decisions.
1.1.2	**Evaluation of teachers**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Monitoring the use of time and/or evaluation procedures to consistently improve the evaluation process.	**Principal prioritizes and applies teacher evaluations by:** – Creating the time and/or resources necessary to ensure the accurate evaluation of every teacher in the building; – Using teacher evaluations to credibly differentiate the performance of teachers as evidenced by an alignment between teacher evaluation results and building-level performance; – Following processes and procedures outlined in the corporation evaluation plan for all staff members	**Principal prioritizes and applies teacher evaluations by:** – Creating insufficient time and/or resources necessary to ensure the accurate evaluation of every teacher in the building; – Using teacher evaluations to partially differentiate the performance of teacher; – Following most processes and procedures outlined in the corporation evaluation plan for all staff members.	**Principal <u>does not</u> prioritize and apply teacher evaluations by:** – Failing to create the time and/or resources necessary to ensure the accurate evaluation of every teacher in the building; – Rarely or never using teacher evaluation to differentiate the performance of teachers ; – Failing to follow all processes and processes outlined in the corporation evaluation plan for staff members.

[1] For new teachers, the use of student teaching recommendations and data results is entirely appropriate.

Competency		Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
1.1.3	**Professional development**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Frequently creating learning opportunities in which highly effective teachers support their peers; – Monitoring the impact of implemented learning opportunities on student achievement; – Efficiently and creatively orchestrating professional learning opportunities in order to maximize time and resources dedicated to learning opportunities.	**Principal orchestrates professional learning opportunities by:** – Providing learning opportunities to teachers aligned to professional needs based on student academic performance data and teacher evaluation results; – Providing learning opportunities in a variety of formats, such as instructional coaching, workshops, team meetings, etc. – Providing differentiated learning opportunities to teachers based on evaluation results.	**Principal orchestrates aligned professional learning opportunities tuned to staff needs by:** – Providing generalized learning opportunities aligned to the professional needs of some teachers based on student academic performance data; – Providing learning opportunities with little variety of format; – Providing differentiated learning opportunities to teachers in some measure based on evaluation results.	**Principal <u>does not</u> orchestrate aligned professional learning opportunities tuned to staff needs by:** – Providing generic or low-quality learning opportunities unrelated to or uninformed by student academic performance data; – Providing no variety in format of learning opportunities; – Failing to provide professional learning opportunities based on evaluation results.
1.1.4	**Leadership and talent development**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Encouraging and supporting teacher leadership and progression on career ladders; – Systematically providing opportunities for emerging leaders to distinguish themselves and giving them the authority to complete the task; – Recognizing and celebrating emerging leaders.	**Principal develops leadership and talent by:** – Designing and implementing succession plans (e.g. career ladders) leading to every position in the school; – Providing formal and informal opportunities to mentor emerging leaders; – Promoting support and encouragement of leadership and growth as evidenced by the creation of and assignment to leadership positions or learning opportunities.	**Principal develops leadership and talent by:** – Designing and implementing succession plans (e.g. career ladders) leading to some positions in the school; – Providing formal and informal opportunities to mentor some, but not all, emerging leaders; – Providing moderate support and encouragement of leadership and growth as evidenced by assignment to existing leadership positions without expanding possible positions to accommodate emerging and developing leaders.	**Principal <u>does not</u> develop leadership and talent by:** – Rarely or never designing and implementing succession plans (e.g. career ladders leading to positions in the school; – Rarely or never provides mentorship to emerging leaders; – Providing no support and encouragement of leadership and growth; – Frequently assigns responsibilities without allocating necessary authority.
1.1.5	**Delegation**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Encouraging and supporting staff members to seek out responsibilities; – Monitoring and supporting staff in a fashion that develops their ability to manage tasks and responsibilities.	**Principal delegates tasks and responsibilities appropriately by:** – Seeking out and selecting staff members for increased responsibility based on their qualifications, performance, and/or effectiveness; – Monitoring the progress towards success of those to whom delegations have been made; – Providing support to staff members as needed.	**Principal delegates tasks and responsibilities appropriately by:** – Occasionally seeking out and selecting staff members for increased responsibility based on their qualifications, performance and/or effectiveness; – Monitoring completion of delegated tasks and/or responsibilities, but not necessarily progress towards completion; – Providing support, but not always as needed.	**Principal <u>does not</u> delegate tasks and responsibilities appropriately by:** – Rarely or never seeking out and selecting staff members for increased responsibility based on their qualifications, performance, and/or effectiveness; – Rarely or never monitoring completion of or progress toward delegated task and/or responsibility; – Rarely or never providing support.

Competency		Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
1.1.6	**Strategic assignment**[2]	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Leveraging teacher effectiveness to further generate student success by assigning teachers and staff to professional learning communities or other teams that compliment individual strengths and minimize weaknesses.	**Principal uses staff placement to support instruction by:** – Strategically assigning teachers and staff to employment positions based on qualifications, performance, and demonstrated effectiveness (when possible) in a way that supports school goals and maximizes achievement for all students; – Strategically assigning support staff to teachers and classes as necessary to support student achievement.	**Principal uses staff placement to support instruction by:** – Systematically assigning teachers and staff to employment positions based on several factors without always holding student academic needs as the first priority in assignment when possible.	**Principal <u>does not</u> use staff placement to support instruction by:** – Assigning teachers and staff based to employment positions purely on qualifications, such as license or education, or other determiner not directly related to student learning or academic needs.
1.1.7	**Addressing teachers who are in need of improvement or ineffective**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Staying in frequent communication with teachers on remediation plans to ensure necessary support; – Tracking remediation plans in order to inform future decisions about effectiveness of certain supports.	**Principal addresses teachers in need of improvement or ineffective by:** – Developing remediation plans with teachers rated as ineffective or in need of improvement; – Monitoring the success of remediation plans; – Following statutory and contractual language in counseling out or recommending for dismissal ineffective teachers.	**Principal addresses teachers in need of improvement or ineffective by:** – Occasionally monitoring the success of remediation plans; – Occasionally following statutory and contractual language in counseling out or recommending for dismissal ineffective teachers.	**Principal <u>does not</u> address teachers in need of improvement or ineffective by:** – Occasionally, rarely or never developing remediation plans with teachers rated as ineffective or in need of improvement; – Rarely or never monitoring the success of remediation plans; – Rarely or never following statutory and contractual language in counseling out or recommending for dismissal ineffective teachers.

Competency		Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
1.2 Instructional Leadership					
1.2.1	**Mission and vision**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Defining long, medium, and short-term application of the vision and/or mission; – Monitoring and measuring progress toward the school's vision and/or mission; – Frequently revisiting and discussing the vision and/or mission to ensure appropriateness and rigor; – Cultivating complete commitment to and ownership of the school's vision and/or mission fully within the school and that spreads to other stakeholder groups.	**Principal supports a school-wide instructional vision and/or mission by:** – Creating a vision and/or mission based on a specific measurable, ambitious, rigorous, and timely; instructional goal(s); – Defining specific instructional and behavioral actions linked to the school's vision and/or mission; – Ensuring all key decisions are aligned to the vision and/or mission; – Cultivating commitment to and ownership of the school's vision and/or mission within the majority of the teachers and students, as evidenced by the vision/mission being communicated consistently and in a variety of ways, such as in classrooms and expressed in conversations with teachers and students.	**Principal supports a school-wide instructional vision and/or mission by:** – Creating a vision and/or mission based on a specific measurable, ambitious, rigorous, and timely; instructional goal(s); – Making significant key decisions without alignment to the vision and/or mission; – Cultivating a level of commitment to and ownership of the school's vision and/or mission that encapsulates some, but not all, teachers and students.	**Principal <u>does not</u> support a school-wide instructional vision and/or mission by:** – Failing to adopt a school-wide instructional vision and/or mission; – Defining a school-wide instructional vision and/or mission that is not applied to decisions; – Implementing a school-wide instructional vision without cultivating commitment to or ownership of the vision and/or mission, as evidenced by a lack of student and teacher awareness.
1.2.2	**Classroom observations**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Creating systems and schedules ensuring all teachers are frequently observed, and these observations are understood by the principal, teachers, and students to be an absolute priority; – Monitoring the impact of feedback provided to teachers.	**Principal uses classroom observations to support student academic achievement by:** – Visiting all teachers frequently (announced and unannounced) to observe instruction; – Frequently analyzing student performance data with teachers to drive instruction and evaluate instructional quality; – Providing prompt and actionable feedback to teachers aimed at improving student outcomes based on observations and student performance data.	**Principal uses classroom observations to support student academic achievement by:** – Occasionally visiting teachers to observe instruction; – Occasionally analyzing student performance data to drive instruction evaluate instructional quality; – Providing inconsistent or ineffective feedback to teachers and/or that is not aimed at improving student outcomes.	**Principal uses classroom observations to support student academic achievement by:** – Rarely or never visiting teachers to observe instruction; – Rarely or never analyzing student performance data OR lacking ability to derive meaning from analysis of data; – Rarely or never providing feedback to teachers or consistently providing feedback to teachers that is completely unrelated to student outcomes.
1.2.3	**Teacher collaboration**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Monitoring collaborative efforts to ensure a constant focus on student learning; – Tracking best collaborative practices to solve specific challenges; – Holding collaborating teams accountable for their results.	**Principal supports teacher collaboration by:** – Establishing a culture of collaboration with student learning and achievement at the center as evidenced by systems such as common planning periods; – Encouraging teamwork, reflection, conversation, sharing, openness, and collective problem solving; – Aligning teacher collaborative efforts to the school's vision/mission.	**Principal supports teacher collaboration by:** – Establishing a culture of collaboration without a clear or explicit focus on student learning and achievement; – Supporting and encouraging teamwork and collaboration in a limited number of ways; – Occasionally aligning teacher collaborative efforts to instructional practices.	**Principal <u>does not</u> support teacher collaboration by:** – Failing to establish or support a culture of collaboration through not establishing systems such as common planning periods; – Discouraging teamwork, openness, and collective problem solving by failing to provide staff with information pertaining to problems and/or ignoring feedback; – Rarely or never aligning teacher collaborative efforts to instructional practices.

Competency		Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
1.3 Leading Indicators of Student Learning					
1.3.1	**Planning and Developing Student Learning Objectives**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Utilizing SLOs as the basis of school-wide goals, and/or the vision and mission; – Communicating with community members, parents, and other stakeholders the purpose and progress towards SLOs; – Ensuring students are aware of and can communicate the academic expectations inherent in teacher SLOs; – Empowering teachers, staff, and students to participate in the monitoring of progress towards SLOs; – Revisiting the use and design of teacher and school-wide tracking tools.	**Principal supports the planning and development of Student Learning Objectives (SLOs) by:** – Organizing and leading opportunities for collaboration within departments and across grades in developing SLOs; – Collaborating with teachers to identify standards or skills to be assessed; – Collaborating with teachers to develop/select assessments to evaluate overall student progress; utilizing assessments that accurately and reliably measure student learning; – Helping teachers to assess baseline student data to drive the development of SLOs that appropriately take students' starting points into account; – Systematically working with teachers to monitor and revisit SLOs throughout year as necessary. – Utilizing a tracking tool to monitor school-wide progress on SLOs; – Ensuring teachers utilize a tracking tool to show student progress towards SLOs.	**Principal supports the creation of Student Learning Objectives (SLOs) by:** – Organizing, but only occasionally leading or participating in opportunities for collaboration, or developing the systems and processes necessary for collaboration to occur; – Occasionally collaborating with teachers to identify standards or skills to be assessed; – Focusing on teachers with existing common assessments, but failing to help those who need the most help in developing assessments; – Working with teachers only occasionally throughout the year to measure progress towards goals; – Occasionally ensuring most teachers utilize a tracking tool to show student progress OR tracking tools utilized do not measure progress towards SLOs.	**Principal <u>does not</u> support the creation of Student Learning Objectives by:** – Failing to organize/provide opportunities for teacher collaboration; – Failing to meet with teachers to look at baseline data, select assessments, and set SLOs; – Not meeting with teachers throughout the year to look at progress towards goals.
1.3.2	**Rigorous Student Learning Objectives**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Utilizing rigorous SLOs to define and lead a school's culture and sense of urgency; – Establishing an on-going culture of looking at data and progress towards SLOs involving all staff members in the school regularly meeting to talk about data and instructional practice.	**Principal creates rigor in SLOs by:** – Ensuring teachers' SLOs define desired outcomes; – Ensuring assessments used correspond to the appropriate state content standards; – Ensuring outcomes are benchmarked to high expectations, such as international standards and/or typical to high growth; – Ensuring an analysis of previous year's student data is included in the development of SLOs; – Ensuring SLOs are focused on demonstrable gains in students' mastery of academic standards as measured by achievement and/or growth.	**Principal creates rigor in SLOs by:** – Allowing teachers to set lower expectations for the growth of some students than others, and this is reflected in SLOs; – Assessing baseline data that may not be effectively used to assess students' starting points; – Selecting and allowing for assessments that may not be appropriately aligned to state content standards.	**Principal creates rigor in SLOs by:** – Allowing for outcomes to be benchmarked to less than typical growth; – Failing to assess baseline knowledge of students; – Failing to select assessments that are appropriately aligned to content standards.
1.3.3	**Instructional time**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Systematically monitors the use of instructional time to create innovative opportunities for increased and/or enhanced instructional time.	**Principal supports instructional time by:** – Removing all sources of distractions of instructional time; – Promoting the sanctity of instructional time; – Ensuring every minute of instructional time is maximized in the service of student learning and achievement, and free from distractions.	**Principal supports instructional time by:** – Removing major sources of distractions of instructional time; – Attempting to promote sanctity of instructional time but is hindered by issues such as school discipline, lack of high expectations, etc; – Occasionally allowing unnecessary non-instructional events and activities to interrupt instructional time.	**Principal <u>does not</u> support instructional time by:** – Failing to establish a culture in which instructional time is the priority, as evidenced by discipline issues, attendance, interruptions to the school day, etc; – Rarely or never promoting the sanctity of instructional time; – Frequently allowing and/or encouraging unnecessary non-instructional events and activities to interrupt instructional time.

Domain 2: Leadership Actions

Great principals are deliberate in making decisions to raise student outcomes and drive teacher effectiveness. Certain leadership actions are critical to achieving transformative results: (1) modeling the *personal behavior* that sets the tone for all student and adult relationships in the school; (2) *building relationships* to ensure all key stakeholders work effectively with one another; and (3) developing a school wide *culture of achievement* aligned to the school's vision of success for every student.

Competency		Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
2.1 Personal Behavior					
2.1.1	**Professionalism**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally**: – Articulates and communicates appropriate behavior to all stakeholders, including parents and the community; – Creates mechanisms, systems, and/or incentives to motivate students and colleagues to display professional, ethical, and respectful behavior at all times	**Principal displays professionalism by**: – Modeling professional, ethical, and respectful behavior at all times; – Expecting students and colleagues to display professional, ethical, and respectful behavior at all times.	**Principal supports professionalism by:** – Failing to model professionalism at all times but understanding of professional expectations as evidenced by not acting counter to these expectations; – Occasionally holding students and colleagues to professional, ethical, and respectful behavior expectations.	**Principal <u>does not</u> support professionalism by:** – Failing to model professionalism at all times, and occasionally modeling behaviors counter to professional expectations; – Rarely or never holding students and colleagues to professional, ethical, and respectful behavior expectations.
2.1.2	**Time management**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Monitoring progress toward established yearly, monthly, weekly, and daily priorities and objectives; – Monitoring use of time to identify areas that are not effectively utilized;	**Principal manages time effectively by:** – Establishing yearly, monthly, weekly, and daily priorities and objectives; – Identifying and consistently prioritizing activities with the highest-leverage on student achievement.	**Principal manages time effectively by:** – Establishing short-term and long-term objectives that are not clearly aligned and connected by intermediate objectives; – Occasionally prioritizes activities unrelated to student achievement.	**Principal manages time effectively by:** – Rarely or never establishing timely objectives or priorities; – Regularly prioritizing activities unrelated to student achievement;
2.1.3	**Using feedback to improve student performance**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Developing and implementing systems and mechanisms that generate feedback and advice from students, teachers, parents, community members, and other stakeholders to improve student performance; – Identifying the most efficient means through which feedback can be generated. – Establishing "feedback loops" in which those who provide feedback are kept informed of actions taken based on that feedback.	**Principal uses feedback to improve student performance by:** – Actively soliciting feedback and help from all key stakeholders; – Acting upon feedback to shape strategic priorities to be aligned to student achievement.	**Principal uses feedback to improve student performance by:** – Accepts feedback from any stakeholder when it is offered but does not actively seek out such input; – Occasionally acting upon feedback to shape strategic priorities aligned to student achievement.	**Principal <u>does not</u> use feedback to improve student performance by:** – Regularly avoiding or devaluing feedback; – Rarely or never applying feedback to shape priorities.

2.1.4	**Initiative and persistence**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Exceeding typical expectations to accomplish ambitious goals; – Regularly identifying, communicating, and addressing the school's most significant obstacles to student achievement; – Engaging with key stakeholders at the district and state level, and within the local community to create solutions to the school's most significant obstacles to student achievement.	**Principal displays initiative and persistence by:** – Consistently achieving expected goals; – Taking on voluntary responsibilities that contribute to school success; – Taking risks to support students in achieving results by identifying and frequently attempting to remove the school's most significant obstacles to student achievement; – Seeking out potential partnerships with groups and organizations with the intent of increasing student achievement.	**Principal displays initiative and persistence by:** – Achieving most, but not all expected goals; – Occasionally taking on additional, voluntary responsibilities that contribute to school success; – Occasionally taking risks to support students in achieving results by attempting to remove the school's most significant obstacles to student achievement; – Infrequently seeking out potential partnerships with groups and organizations with the intent of increasing student achievement.	**Principal <u>does not</u> display initiative and persistence by:** – Rarely or never achieving expected goals; – Rarely or never taking on additional, voluntary responsibilities that contribute to school success; – Rarely or never taking risks to support students in achieving results; – Never seeking out potential partnerships.

Competency		Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
2.2 Building Relationships					
2.2.1	**Culture of urgency**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Ensuring the culture of urgency is sustainable by celebrating progress while maintaining a focus on continued improvement;	**Principal creates an organizational culture of urgency by:** – Aligning the efforts of students, parents, teachers, and other stakeholders to a shared understanding of academic and behavioral expectations; – Leading a relentless pursuit of these expectations.	**Principal creates an organizational culture of urgency by:** – Aligning major efforts of students and teachers to the shared understanding of academic and behavioral expectations, while failing to include other stakeholders; – Occasionally leading a pursuit of these expectations.	**Principal <u>does not</u> create an organizational culture of urgency by:** – Failing to align efforts of students and teachers to a shared understanding of academic and behavior expectations; – Failing to identify the efforts of students and teachers, thus unable to align these efforts.
2.2.2	**Communication**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – To the extent possible, messaging key concepts in real time; – Tracking the impact of interactions with stakeholders, revising approach and expanding scope of communications when appropriate; – Monitoring the success of different approaches to communicating to identify the most appropriate channel of communicating in specific situations.	**Principal skillfully and clearly communicates by:** – Messaging key concepts, such as the school's goals, needs, plans, success, and failures; – Interacting with a variety of stakeholders, including students, families, community groups, central office, teacher associations, etc; – Utilizing a variety of means and approaches of communicating, such as face-to-face conversations, newsletters, websites, etc.	**Principal skillfully and clearly communicates by:** – Messaging most, but not all, key concepts; – Interacting with a variety of stakeholders but not yet reaching all invested groups and organizations; – Utilizing a limited number of means and approaches to communication.	**Principal <u>does not</u> skillfully and clearly communicate by:** – Rarely or never messaging key concepts; – Interacting with a limited number of stakeholders and failing to reach several key groups and organizations; – Not utilizing a variety of means or approaches to communication OR ineffectively utilizing several means of communication.
2.2.3	**Forging consensus for change and improvement**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Guides others through change and addresses resistance to that change; – Monitors the success of strategies and revises based on strengths and weaknesses; – Creates cultural changes that reflect and support building a consensus for change.	**Principal creates a consensus for change and improvement by:** – Using effective strategies to work toward a consensus for change and improvement; – Systematically managing and monitoring change processes; – Securing cooperation from key stakeholders in planning and implementing change and driving improvement.	**Principal creates a consensus for change and improvement by:** – Identifying areas where agreement is necessary and has not yet begun to implement strategies to achieve that agreement; – Managing change and improvement processes without building systems and allies necessary to support the process; – Asking for feedback but not yet successful in securing cooperation in delivering input from all stakeholders.	**Principal <u>does not</u> create a consensus for change and improvement by:** – Failing to identify areas in which agreement and/or consensus is necessary; – Rarely or never managing or developing a process for change and/or improvement; – Rarely or never seeking out feedback or securing cooperation – making unilateral, arbitrary decisions.

Competency		Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
2.3 Culture of Achievement					
2.3.1	**High expectations**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Incorporating community members and other partner groups into the establishment and support of high academic and behavior expectations; – Benchmarking expectations to the performance of the state's highest performing schools; – Creating systems and approaches to monitor the level of academic and behavior expectations; – Encouraging a culture in which students are able to clearly articulate their diverse personal academic goals.	**Principal creates and supports high academic and behavior expectations by:** – Empowering teachers and staff to set high and demanding academic and behavior expectations for every student; – Empowering students to set high and demanding expectations for themselves; – Ensuring that students are consistently learning, respectful, and on task; – Setting clear expectations for student academics and behavior and establishing consistent practices across classrooms; – Ensuring the use of practices with proven effectiveness in creating success for all students, including those with diverse characteristics and needs.	**Principal creates and supports high academic and behavioral expectations by:** – Setting clear expectations for student academics and behavior but occasionally failing to hold students to these expectations; – Setting expectations but failing to empower students and/or teachers to set high expectations for student academic and behavior.	**Principal <u>does not</u> create or support high academic and behavior expectations by:** – Accepting poor academic performance and/or student behavior; – Failing to set high expectations or sets unrealistic or unattainable goals.
2.3.2	**Academic rigor**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Creating systems to monitor the progress towards rigorous academic goals, ensuring wins are celebrated when goals are met and new goals reflect achievements.	**Principal establishes academic rigor by:** – Creating ambitious academic goals and priorities that are accepted as fixed and immovable.	**Principal establishes academic rigor by:** – Creating academic goals that are nearing the rigor required to meet the school's academic goals; – Creating academic goals but occasionally deviates from these goals in the face of adversity.	**Principal <u>has not</u> established academic rigor by:** – Failing to create academic goals or priorities OR has created academic goals and priorities that are not ambitious; – Consistently sets and abandons ambitious academic goals.
2.3.3	**Data usage in teams**	**At Level 4, a principal fulfills the criteria for Level 3 and additionally:** – Data used as basis of decision making is transparent and communicated to all stakeholders; – Monitoring the use of data in formulating action plans to identify areas where additional data is needed.	**Principal utilizes data by:** – Orchestrating frequent and timely team collaboration for data analysis; – Developing and supporting others in formulating action plans for immediate implementation that are based on data analysis.	**Principal utilizes data by:** – Occasionally supporting and/or orchestrating team collaboration for data analysis; – Occasionally developing and supporting others in formulating action plans for implementation that are based on data analysis.	**Principal <u>does not</u> utilize data by:** – Rarely or never organizing efforts to analyze data; – Rarely or never applying data analysis to develop action plans.

Attachment 19 - Potential Site Under Investigation

Office Building For Sale

2425-2427 Mishawaka Avenue
South Bend, Indiana

NAI Cressy
COMMERCIAL REAL ESTATE SERVICES, WORLDWIDE

Ideal Owner/Occupant With Potential For Income Stream

Snapshot

Building:	5,200 SF
Land:	.37 Acres
Year Built:	1971
Zoning:	MU-Mixed Use
Signage:	Pylon
Parking:	26 On-Site Spaces
Utilities:	Municipal Water & Sewer
HVAC:	Gas F/A Heat & Central AC
Annual Taxes:	$4,928.36 (2016 Pay 2017)
List Price:	$295,000

Property Details

Well-maintained and nicely landscaped 5,200 square foot multi-tenant building. A former bank branch with an adjacent 2,600 square foot office suite. This is a high-profile building suited for retail, office and medical use. The adjacent suite is an office with the potential for an income stream. Each suite has its own address and is separately metered for gas forced air heat and central air conditioning and served by municipal utilities.

This building also has excellent signage with an existing pylon sign. The property has abundant on-site parking with a portion fenced for employee and guest parking. Street parking is also available.

The bank portion of the property is 2,600 square feet with a lobby entrance, teller line, vault, drive-up window, ATM and restrooms. The furniture is also potentially available. The adjacent space is 2,600 square feet and features a large, open area with built-in cubicles, private reception area and offices. Easily suited for a training facility or ancillary use.

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Office Building For Sale

2425-2427 Mishawaka Avenue

South Bend, Indiana

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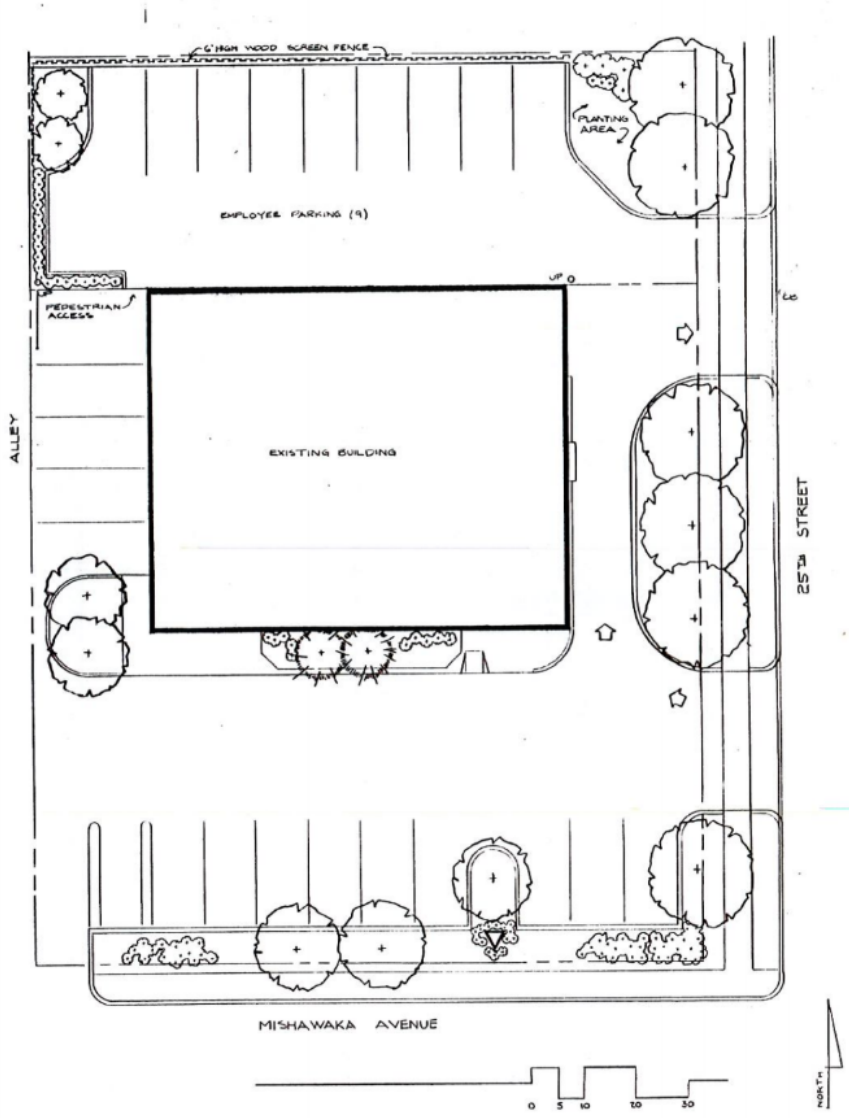
Site Plan



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Office Building For Sale

2425-2427 Mishawaka Avenue

South Bend, Indiana

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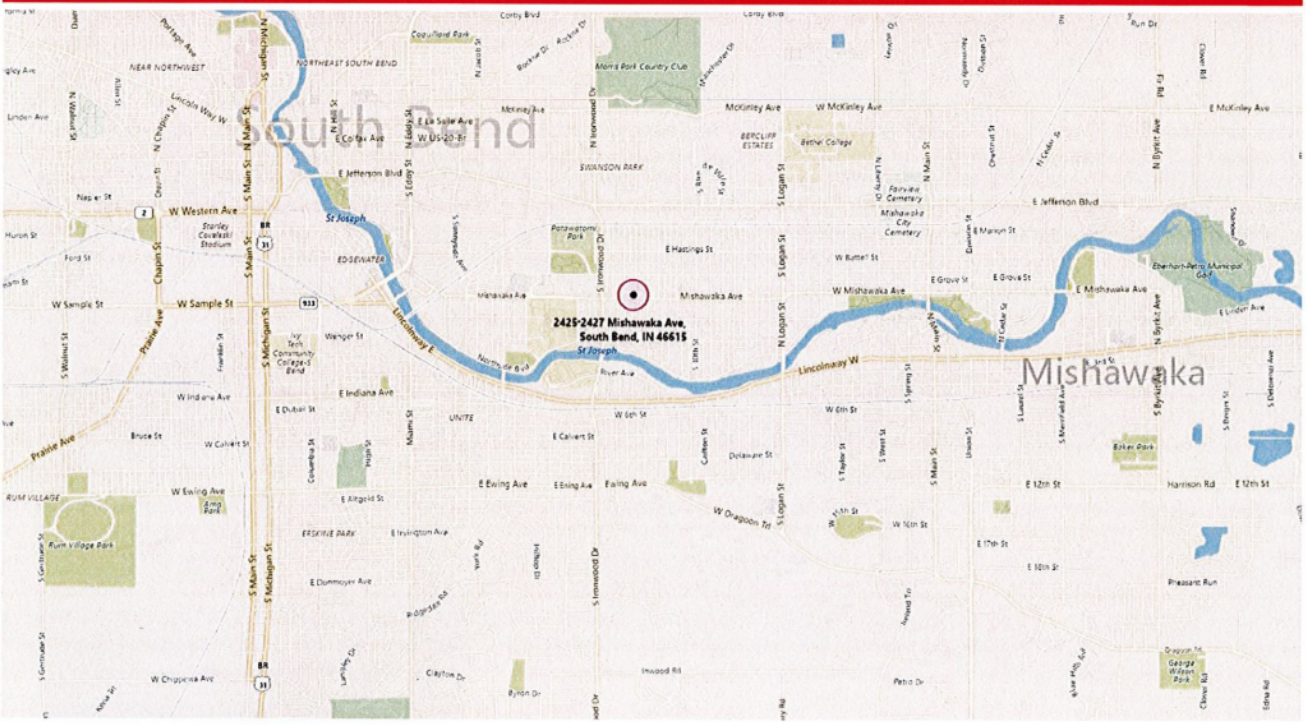
River Park Neighborhood Near IUSB



Location

The property is located on the north side of Mishawaka Avenue between 24th and 25th Streets in the River Park Trade Area. The property is minutes from Indiana University-South Bend (IUSB), commercial and retail businesses, and is surrounded by single family residential properties.

The property has good visibility and easy access, with approximately 11,200 cars daily on Mishawaka Avenue.

The River Park neighborhood is a well known area in South Bend with a strong business owners association (River Park Business Owners Association) that promotes the trade area and its many attributes through the Association's newsletter and web site.

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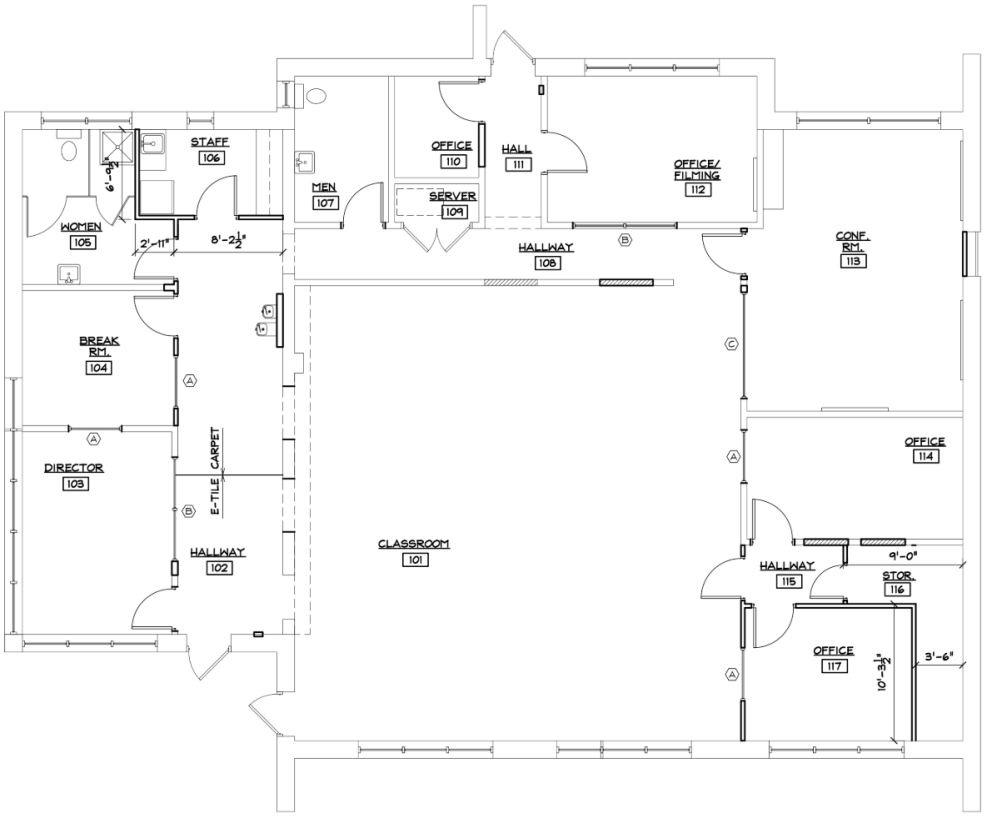
Attachment 20 -Replication Information for Building in South Bend and Letter of Financial Support

EXIT
NOW


STAFF
106
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CONF.
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113
BREAK
RM.
104
DIRECTOR
103
E-TILE CARPET
HALLWAY
102
CLASSROOM
101
OFFICE
114
HALLWAY
115
STOR
116
OFFICE
117
9'-0"
3'-6"
2'-11"
8'-2½"

December 6, 2018

Success BLC of South Bend

SUBJECT: LETTER OF SUPPORT AND INTENT for Success BLC of South Bend

TRANSMISSION: VIA EMAIL – SIGNATURE BELOW IS AN ELECTRONIC IMAGE

Dear Success BLC Charter School Board of Trustees:
American Charter Development (ACD) is pleased to provide this letter of support and intent to the Success VLC Charter School. It is because of your prudent choices in selecting high quality board governance members, and the selection of Success VLC to supports the day to day operations of high performing schools blended learning schools, that ACD is pleased to offer this letter of support and intent to serve.

ACD is a national charter school real estate development and financing organization with a track record of developing and funding nationally. ACD can provide 100% financing, start-up zero-year funding as a bridge until state aid begins and turnkey full-service development for your charter school when requested. ACD provides its services with no upfront cost to the school and meets the budgetary and financial obligations required to deliver a fully-functional, customized charter facility to you. Once the facility is complete, it is leased back to the school, with strategic buyout options which enable the school to own its own facility quickly.

For over a decade now, American Charter Development has successfully developed more than 70 charter school facilities nationally ranging from $3 million to $25 million in cost.
ACD has a diverse capital or funding stack ready to deploy now and our lease rates are lower, our lease escalators are less, and our buyout options can be sooner. This not only provides better prices but, allows the school to own its facility when it fits into the school's plans, not the lenders or investors.

Our campuses, whether they are design-builds or retrofitted buildings, are attractive, affordable, functional, built to withstand the years of use that lies ahead of them, and are all developed to suit the needs of each individual school. ACD is a strong, well-seasoned organization whose senior leaders have been involved in the charter school moment nationally almost since its inception by starting, running, finding, building and funding schools. We are a reputable organization with the highest of integrity, transparency and values. Please feel free to call on me directly if you have any questions.

Sincerely yours,

Robert Giordano

Robert Giordano
Senior Vice President of Business Development
American Charter Development, LLC
775 West 1200 North, Suite 100
Springville, Utah 84663
Office (801) 489-9535 Fax (801) 489-8493
Cell (518) 852-6413 Email robert@amercd.com
www.amercd.com

Attachment 21 - Start Up Checklist

Start-Up Checklist

School and Student Start Date: September 3, 2019

Board Information

TASKS & STEPS	Target Date	Team Member(s):	Project Status	Evidence of Status	NOTES	Final Completion Date
			Completion (0 = not started, 10 = Complete)			
Background checks	March		0			
Board Training	April-May then ongoing		0			
			0			
Establish and approve board policies per charter school contract	April		0		Highly recommend contracting NCIS for board policy	
Tax Exempt Status	May		0			
Make sure to approve: Calendar, attendance/truancy policy, retention policy, admissions, record retention	April-May		0			
Approve seat numbers/maximum enrollment	April		0			
Organizational meeting	April		0			
Approval of all contracts	April		0			
Approval of content provider	April		0			
Approval of courses	April		0			
Approval of budget and posted on transparency website	April		0			
Transparency website established and transparency logo on website	April		0			
Develop Month to Month calendar for board meetings - See below	April		0			

Example: Monthly Board Meeting Topics - The is a sample, need to complete once board establishes calendar

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Governance	Organizational Meeting ACTION: *board roles, calendar, agenda, etc. * Board policies (if new should be adopted) DISCUSS: *Family Resource Guide (Student Handbook)	ACTION: *lease agreement (renewal if any) *Family Resource Guide (Student Handbook)				DISCUSS: M.U.S.I.C. (Insurance Requirements Met)	ACTION: Fall board policy updates DISCUSS: *Recon report (Fire Marshal Report) *school calendar (Begin next year calendar discussion)	ACTION: *school calendar (For upcoming year)	ACTION: *Letters of Engagement (financial Audit)	DISCUSS: *ESP evals *board evals	ACTION: *annual meeting notice *Spring board policy updates DISCUSS: *ESP evals *board evals	ACTION: *Conflict of interest forms *ESP evals *board evals
Finance	ACTION: *quarterly financials approved *New Contract/Vendor Approvals			ACTION: *quarterly *Qualifying Letter from audit (Audit Presentation) *Variance report?	ACTION: *budget amendment #1		ACTION: *quarterly financials approved		ACTION: *budget timeline	ACTION: **quarterly financials approved DISCUSS: *Legislative Updates	DISCUSS: *SAN (State Aide Bridge Note - if qualifying/applying)	Budget Hearing before regular meeting ACTION: *SAN *final budget amendment
Achievement	ACTION: *Curriculum changes *		DISCUSS: *M-STEP if released from MDE	DISCUSS: *Additional Student Achievement Data	DISCUSS: MTSS	DISCUSS: * MDE Dashboard of Accountability	DISCUSS: *Additional Student Achievement Data	DISCUSS: MTSS	DISCUSS: *M-STEP/PSAT/SAT/ACT preview	DISCUSS: *MSTEP	DISCUSS: *review this year's SIP *preview next year's SIP	ACTION: *approve next year's SIP
Enrollment				ACTION: Amend enrollment numbers if needed			ACTION: *open enrollment timeline (for upcoming year) DISCUSS: *enrollment seats for next year	ACTION: *approve enrollment seats *any changes to lottery process (even if no lottery) or enrollment procedures		DISCUSS:*Lottery debrief		

Facilities

TASKS & STEPS	Target Date	Team Member(s):	Project Status	Evidence of Status	NOTES	Final Completion Date
			Completion (0 = not started, 10 = Complete)			
Renovation timeline	April		0			
Construction	May-June		0			
Lease acquistion	April		0			
C of O	July-August		0			
Health inspection	August or before		0			
Fire inspection	August or before		0			
Building inspection	August or before		0			
			0			

Staffing						
TASKS & STEPS	**Target Completion Date**	**Team Member(s):**	**Project Status**	**Evidence of Status**	**NOTES**	**Final Completion Date**
HIRE SCHOOL LEADER	2019		Completion (0 = not started, 10 = Complete)			
Draft advertisement for Principal (Regional and Center Director)	February		0			
Approve advertisement	February		0			
Run advertisement in local newspaper and area career placement newsletters.	February		0			
Make "networking" contacts to recruit candidates for principal and create diverse field	February		0			
Receive and organize letters of interest and resumes	March		0			
Organize selection committee	Mid March		0			
Review applications and select candidates for interview based on weighted eval	Mid March		0			
Evaluate applicant pool for diversity	Mid March		0			
Schedule interviews	Mid March		0			
Conduct interviews for Principal with Selection Committee	End of March		0			
Identify finalist and check references	End of March		0			
Schedule site visits	End of March		0			
Align compensation with budget	End of March		0			
Recommend Principal for approval	End of March		0			
Hire Principal	no later than April 30		0			

RECRUIT SCHOOL STAFF						
Draft advertisement for staff	End of February		0			
Approve advertisement	End of February		0			
Run advertisement in Local and National newspaper and area career placement newsletters	End of February		0			
Make "networking" contacts to recruit candidates to create diverse field	March		0			
Receive and organize letters of interest and resumes	March		0			
SELECT SCHOOL STAFF						
Number of vacancies identified and filled	April		0			
School staffing issues identified and communicated to Human Resources	April		0			
Review applicant pool for diversity	April		0			
Review letters of interest, applications, and resumes and select candidates for all interviews	April		0			
Schedule candidates interview	May		0			
Attend Human Resources site selection and placement activities for teacher vacancies	May		0			
HIRE SCHOOL STAFF						
Align compensation with budget	March		0			
Conduct finalist interviews	April-May		0			
Check references	April-May		0			
Hire Staff	May - June		0			
All teacher staff positions filled:	July		0			
Grades	July		0			
New staff orientations scheduled and convened	July		0			
Mentor teachers assigned to teachers 3 years or less experience	July		0			
NON INSTRUCTIONAL STAFF						
All non-instructional staff positions filled:	August		0			
Secretaries identified	March		0			
Para Professionals	August		0			
non-Instructional Managers	August		0			
Non instructional staff assigned and deployed - i.e. Paraprofessionals and Parent liaisons	July		0			

Enrollment

TASKS & STEPS	Target Date	Team Member(s):	Project Status	Evidence of Status	NOTES	Final Completion Date
ESTABLISH SIS - See also Technology Tab			Completion (0 = not started, 10 = Complete)			
SIS Demos	April		0			
Determine SIS Software	April		0			
Determine training needs on SIS software	April		0			
Set up SIS	April		0			
ESTABLISH ONSITE OPERATIONS						
Set up technology for data management	May		0			
Provide training to office support staff, as needed	June		0			
RECRUIT STUDENTS						
Prepare advertisement to announce enrollment process to parents	April		0			
Publish Open Enrollment Notice in media print identified in your organizational meeting. Make sure to get an affidavit of posting	April					
Identify and board approve seat numbers at each grade level	April					
Solicit and organize parent support	April		0			
Customize your Electronic Enrollment Forms/Process (specific to school, year, etc.)	March		0			
Duplicate and distribute applications/Set up Electronic enrollment process	April		0			
Provide materials for community presentations	March		0			

Conduct community presentations/on-line webinars	March		0	Most recruitment is done through social media		
Monitor applications	April		0			
Student / Family Welcome						
Begin enrolling students	May		0			
Plan orientation and welcoming events/on-line opportunities	July-August		0			
Determine how students will finalize enrollment	June		0			
Determine how students will receive their devices	June		0			
Determine how students will receive any supplemental material, if any	July					
Conduct meetings or on-line webinars to introduce parents to teachers and teacher assignments	July-August		0			
Explain special programs and school's approach to special needs students	July-August		0			
Inform parents/students of orientation and welcoming events	July		0			
SELECT STUDENTS						
Conduct Student Lottery if necessary	July		0			
Establish list of seleced students	July		0			
Establish waiting list	July		0			
Send notification inviting selected students to enroll	July		0			
Send letters informing other applicants of waiting list status	July		0			
Send notification inviting wait listed students to enroll in event of open spot	July		0			
Continue monitoring of Student enrollment until count day	Continuous		0			
ENROLL STUDENTS						
Begin Enrollment process	End of April		0			
Set up student information system (SIS)	Beginning of April		0			
Roster students in SIS system - This is an important step. (must be in correct number of classes based upon board narrative of full time students)	July-August					
Review IEP requirements of special needs students; determine placement requirements	On-going		0			

Pupil Accounting						
TASKS & STEPS	**Target Date**	**Team Member(s):**	**Project Status**	**Evidence of Status**	**NOTES**	**Final Completion Date**
Pupil Accounting			Completion (0 = not started, 10 = Complete)			
Establish Enrollment Procedures https://www.doe.in.gov/calendar	April - May		0			
Make sure all teachers are assigned to appropriate courses in SIS	June-July		0			
Make sure all students are assigned to the appropriate number of classes in SIS	July-August		0			
Make certain the SIS system can pull the proper reporting information for your general collections (connected to pupil counts)	May/June and during demo process		0			
Make certain all subgroups of students are categorized (do this now otherwise it is much harder later) (i.e., economically disadvantaged, special education, race)	July-August		0			
If content provider does not link to SIS make sure the two systems match in regard to student schedules and information	June		0			
Make sure you have access to Indiana department of education on-line reporting system https://appcenter.doe.in.gov/login.aspx	May		0			
Make certain immunizations record are up to date - determine process at enrollment	Time of Enrollment		0			
Determine process for student records(both coming in and going out)	May		0			
Determine record retention policies	May		0			

Important Networking Steps			0			
Mock audit before count day - Count day in September	September 1		0			
Meeting with the local health department. This is who you will be working with for immunizations. Some counties are harder than others. Make sure to connect with them early. This needs to be part of the enrollment process.	June		0			
			0			
Count Day			0			
Establish procedures and make sure all staff know and understand the expectation on count day.	During Orientation		0			
Make certain all kids are rostered correctly	July - August then ongoing		0			
Run a missing courses report from your SIS to make sure all students are in appropriate number of classes	Before September count day		0			
Communication early and often the expectation on count day to students and families	During orientation and onging thereafter		0			
			0			
Additional detail steps are required for this entire page, but this will get you set up			0			

Finance						
TASKS & STEPS	**Target Date**	**Team Member(s):**	**Project Status**	**Evidence of Status**	**NOTES**	**Final Completion Date**
Accounting			Completion (0 = not started, 10 = Complete)			
Make sure you have access to	https://appcenter.doe.in.gov/login.aspx Make sure to have access to all necessary systems		0			
Chart of Accounts - align accounts with Indiana school accounting rules and regulations.	May		0			
Setup of accounts within accounting system	May		0			
Determine board reporting formats	April		0			
Determine reports required per your charter school contract.	April		0			
Set up accounts payable system	April		0			
Make sure you are set up to do accrual based accounting	April		0			
Grants accounting (set up)	April		0			
Payroll accounting process (managed by ESP)	April		0			
Policies & procedures write-up including Board adoption of purchasing and reimbursement policy	April		0			
Bank reconciliation protocol	April		0			
Revenue			0			
Basic and Complexity (others as qualified)	Project in April		0			
School Improvement Budget	April		0			
Other available Grants	Ongoing		0			

Revenue			0			
Basic and Complexity (others as qualified)	Project in April		0			
School Improvement Budget	April		0			
Other available Grants	Ongoing		0			
Payroll - set up through ESP			0			
Purchasing			0			
Determine approval requirements (recurring vs. non-recurring)	April-May		0			
Bidding/quote requirements (thresholds and documentation)	April-May		0			
Setting up accounts with core vendors	April-May		0			
Inform vendors of tax exemption	April-May		0			
Receiving/returns process	April-May		0			
Write-up of official purchasing process	April-May		0			
Accounts Payable			0			
Decision on credit cards - who gets, type and threshold	April-May		0			
Write-up of formal credit process	April-May		0			
Calendarization of standard accounts payable payments/entering	April-May		0			
Emergency check approvals, policies	April-May		0			
Inventory/Fixed Asset Management			0			
Policies on lost/stolen items (Student computer devices etc. - do students pay)	April-May					
Tagging of items (including grantor owned items)	April-May					
Initial count of items	April-May					
Ongoing inventory counts (how often, process)	April-May					
Reconciliation of inventory with the accounting ledger	April-May					
Employee Reimbursements						
Write-up of official policy	April-May					
Development of reimbursement form	April-May					
Training of staff on how to use	April-May					
Reporting						
Revisit timing and what goes to the Board	March					
Design of standard profit & loss format	March					
Design of standard balance sheet format	March					
Design of standard cash flow format	March					
Design of summary commentary	March					
Design of statutory templates	March					
Insurance						
Insurance based on your charter school contract requirements	March (or as soon as charter is approved)					
Liability/umbrella policy	March (or as soon as charter is approved)					
Workman's Comp	March (or as soon as charter is approved)					

Procurement

TASKS & STEPS	Target Date	Team Member(s):	Project Status	Evidence of Status	NOTES	Final Completion Date
Curriculum			Completion (0 = not started, 10 = Complete)			
Most will be in the technology tab	July-August					
Determine if there are supplemental material that need to be purchased and sent to students to enhance on-line experience	July-August					

Human Resources

TASKS & STEPS	Target Date	Team Member(s):	Project Status	Evidence of Status	NOTES	Final Completion Date
HR Office Compliance and Set-up - Most should be set up through your ESP			Completion (0 = not started, 10 = Complete)			
Compliance set-up to include: Post required state and Federal posters	March		0			
Set-up employee personnel files	May-June		0			
Ensure I-9s and Hire Register are completed properly - Make sure to consult with Department of Education on how to report staff	May-June		0			
Determine File Management Process	April		0			
Ensure compliance with key employment regulations based on employer's size. These may include FLSA, FMLA, COBRA, ADA, OSHA etc,	April		0			
HR Online setup	April		0			
Determine how finger printing will be done - Standards, Processes, and Procedures	March					
Prepare a complete and accurate list of key HR contacts including benefits and payroll	April		0			
Hiring Process and Set-up for New Hires						
Determine new hire process	April		0			
Prepare offer letter template	April		0			
Criminal backgroung checks (Process and Procedures)	April					
Prepare reference checklist	April		0			
Prepare application	April		0			
Collect all new hire paperwork	On-going		0			
Employment Manual						
Develop Staff Manual(Staff Handbook)	Complete		0			

Benefits, Payroll and Insurance Set-up						
Determine broker to work with on benefit plans	April		0			
Determine broker to work with on 401K plans	April		0			
Determine and implement employee benefits package:	April		0			
Determine 401K and implement	April		0			
Determine Flexible Spending vendor and implement	April		0			
Develop Benefits Summary	April		0			
Set-up Workers Compensation	April		0			
Set-up Employment Practices Liability insurance	April		0			
Set-up Unemployment Compensation Insurance	April		0			
Set-up Payroll vendor	April		0			
Set-up Payroll cycle	April		0			
New Hire Orientation Process Development						
Offer letters prepared and provided to all staff	As soon as hired		0			
Employment Agreements provided to new hires	As soon as hired		0			
Provide all new employees with new hire paperwork and in-process	As soon as hired		0			
Establish pre-employment testing and background check procedures	As soon as hired		0			
On Board new employees-benefits overview and processing and school policy review	As soon as hired		0			
New Hire checklist	March - April Develop		0			
Termination Policies and Procedures						
Termination Policies	Complete per ESP		0			
Plan of Assistance Policies	Complete per ESP					
Documentation of specific situations	Complete per ESP		0			
Termination checklist	Complete per ESP		0			
Employee release form	Complete per ESP		0			
COBRA or benefits continuation material	Complete per ESP		0			
Company Return policy	Complete per ESP		0			

Administration						
TASKS & STEPS	**Target Date**	**Team Member(s):**	**Project Status**	**Evidence of Status**	**Notes**	**Final Completion Date**
ADMINISTRATIVE			Completion (0 = not started, 10 = Complete)			
Registration procedures and staff in place to execute	April		0			
Staff handbook distributed and reviewed with staff as well as school calendar, student handbook, etc.	at time of hire		0			
Email accounts/content provider logins/SIS logins for school staff are operational	April-May		0			
Rosters and school schedules prepared and students notified	July-August		0			
Plans in place to assign missing students rosters and schedules	July-August		0			
Teacher guidelines and staff meeting agendas/professional development dates prepared	July-August		0			
Schedule for parent night/on-line seminar to orient families	August		0			
Professional Development materials ready for all staff	July-August		0			
Faculty meeting and professional development dates distributed	July		0			
Testing schedule disseminated to teachers	August		0			
Staff attendance memos prepared	June		0			
Ensure school has and efficient enrollment/transfer/withdrawal process	April-May		0			
Process for Pupil Accounting Established - See Pupil Accounting/Count Day Tab						

SCHOOL FINANCE						
Payroll established through ESP	April		0			
Principal reviews and is familiar with all financial policies for 2018-2019,	April		0			
All Budgets Loaded and on Transparency Website	April		0			
Access to payroll systems	March-April		0			
PARENTS/STUDENTS/STAFF			0			
School guidelines ready for distribution - Student handbook	**Complete**					
Calendar - board approved - Definition of full time students approved	March-April		0			
Report Card Dates Established and Published	July		0			
Drop/Add Policy established	May		0			
Attendance Truancy Policy established and board approved	Complete		0			
Student Code of Conduct and Anti Bullying Policy established and board approved	Complete		0			
Parent Resources established	Ongoing		0			

Technology

TASKS & STEPS	Target Date	Team Member(s):	Project Status	Evidence of Status	NOTES	Final Completion Date
TECHNOLOGY ASSESSMENT			Completion (0 = not started, 10 = Complete)			
Review/Inventory/Order technology hardware and software for use by school	March-April					
Determine cell phone plan for admin and teachers (if any)	March-April		0			
INFORMATION SYSTEMS						
Finalize Student Information System	April		0			
Finalize Financial Information Systems	April		0			
Align HR Information System with Payroll, Finance, etc. (management company?)	April		0			
Finalize network/hardware/server plan	April		0			
TECHNOLOGY PROCUREMENT (HIGH VOLUME ORDER - IF NECESSARY)						
System for tracking students devices	June		0			
WEBSITE DEVELOPMENT						
Identify web designer	April		0			
Determine basic website content	April		0			
Launch website	April					
Make sure Transparency section of website is up and working	April		0			

working	April		0			
E-RATE						
Finalize e-rate application manager	May		0			
Submit initial e-rate application	May		0			
Manage ongoing e-rate application process	May		0			
LONG TERM TECHNOLOGY PLAN						
Prepare initial draft in alignment with school goals and resources	May		0			
Review plan and provide feedback	June		0			
Finalize full 3 year plan	July		0			
Content Provider						
Set up Content Provider (Enroll teacher and students, create classes, assign classes, connect to SIS if possible)	June - sooner if available					
Testing						
Determine testing cycle, needs and procedures	June					

Attachment 22 - Insurance Estimate

Insurance Estimate: Success BLC of South Bend

Prepared on: December 1, 2018
By: Chad Miller

To Whom It May Concern:

We appreciate the opportunity to provide the outlined insurance estimate for Success BLC of South Bend.

Miller Insurance Group has operated as an independent agency in Indiana since 1937. We have earned outstanding relationships built on trust, industry knowledge, and service excellence. We are a supporter of quality education in Indiana, whether it be a traditional public school, charter school, or independent school, we want all students in Indiana to have the opportunity to receive an excellent education regardless of the zip code in which they are born. One of our agents, Chad Miller, spent six years working in a public charter school, four of which were as an administrator. Our agency is uniquely positioned to provide coverage which meet the requirements of the law and Ball State University's requirements, and to advise our clients on school-specific strategies to mitigate risk.

General Information

1. We are licensed to do business in The State of Indiana as required by law.
2. We will utilize the following carriers, which are admitted in the State of Indiana, to place Invent Learning Hub's exposure: Hanover Insurance, Liberty Mutual, Markel, Selective, and Travelers Insurance. We also have access to secondary markets in the event Invent Learning Hub is not able to be placed with a standard carrier.
3. We will only place this school with at least an "A" rated insurance carrier as determined by A.M. Best rating guidelines.

Types of Coverage and Limits
On behalf of Success BLC of South Bend, the following coverages can be secured to meet all requirements of the Ball State and/or additional insureds as appropriate:

Educators Legal Liability (Includes Directors and Officers Liability and Employment Practices Liability): $3,000,000 per occurrence; $3,000,000 aggregate
Workers Compensation Liability: $1,000,000 | $1,000,000 | $1,000,000
Commercial General Liability: $1,000,000 per occurrence; $2,000,000 aggregate
Sexual Abuse Liability: $1,000,000
Automobile Liability: $1,000,000 combined single limit (CSL)
Employee Dishonesty Liability: $250,000
Umbrella (Excess Liability): $5,000,000 per occurrence; $5,000,000 aggregate
Umbrella liability policy covers commercial general liability, sexual abuse liability, and automobile liability.
Business Personal Property: $200,000
Business Income and Extra Expense: $1,000,000

Based on the initial estimates, and the programming required, it would be our counsel that the following estimates could be used for budgeting purposes

Year One Projection (2019-2020 Academic Year) – New School with Leased Space

Coverage	Premium
Liability	
Educators Legal Liability	$7,650
Workers Compensation Liability	$2,765
Commercial General Liability (including "Abuse" or "Molestation")	$2,450
Automobile Liability	$225
Employee Dishonesty Liability	$1,110
Cyber Liability	$999
Umbrella Liability	$3,105
Liability Premium	**$18,304**
Property	
Business Personal Property & Business Income and Extra expense	$2,045
Building	NA
Property Premium	**$2,045**
Total Cost	**$20,349**
Optional Coverages	
Law Enforcement Professional	$1,760
Foreign Travel Liability	$1,245

Estimates were made based on the following based on the following:

- 200 Students
- 8 Staff Members
- No Owned Autos
- Assuming Leased Space

*Important note: Insurance market conditions can change quickly, which makes it difficult to project insurance costs for the fall of 2019. This estimate has been put together using knowledge from our carrier companies and our experience insuring charter schools. Insurance rates can be affected by a number of factors and therefore come with a high degree of variability.

Should you have any questions, feel free to contact me by phone or through email.

For our youth,
Chad Miller
Miller Insurance Group | Insuring Schools
e: chad@millerinsurancegrp.com
c: (317) 869-9180

Attachment 23 - Worksheet A & B & C

Preoperational Year		
SCHOOL NAME: Success BLC Ball State	**DATES COVERED: April, 01 2019 to June, 30 2019**	
INCOME		
Cash In -- Funding Source	**Budget Amount**	**Description: Specific Source**
State Grants (Please Describe)		
Other Grants (Please Describe)		
Investment Earnings		
Donations/Gifts (Please Describe)		
Other (Please Describe)	750,000	Cash Flow from Borrowing/Private Investor (Lending Institution)
TOTAL CASH IN (INCOME)		
EXPENSES		
Expenditure	**Budget Amount**	**Description: Assumptions**
Legal and Fees	10,300	
Accounting and Consulting		
Fundraising		
Marketing: Including Printing and Postage	17,913	
Rent: Office Space and Utilities	14,663	3 months
Supplies	3,000	
Equipment		
Labor	40,584	2 months
Technology	88,157.07	50% upfront
IT and Support Contracts	10,450	IT infrastructure Set up
Center Acquisition and CAP Improvements	500,000	2 Centers 250k cap Improvements Each
Other (Please Describe)		
TOTAL EXPENSES	$ 685,067	

Projected Enrollment____200_____	SCHOOL NAME: Success BLC Ball State						Dates Covered:	07-01-2019 to 6-30-2020				Minimum Revenue for Financial Viability:		
	Description (where requested in Column A)	July	August	September	October	November	December	January	February	March	April	May	June	Total
CARRY OVER	$ 64,933													$ 64,933
I. CASH IN (INCOME):														-
Donations/Gifts (Please Describe)														-
Food Service														-
Investment Earnings														-
Loan From Common School Loan														-
Other Grants (Please Describe)														-
State Grants (Please Describe)														-
State Basic Grant 90%		79,095	79,095	79,095	79,095	79,095	79,095	79,095	79,095	79,095	79,095	79,095	79,095	949,140
State Complexity Grant @ 38.61%		22,773	22,773	22,773	22,773	22,773	22,773	22,773	22,773	22,773	22,773	22,773	22,773	273,282
Other (Please Describe)														-
TOTAL CASH IN (INCOME):	$ 64,933.27	$ 101,868.47	$ 101,868.47	$ 101,868.47	$ 101,868.47	$ 101,868.47	$ 101,868.47	$ 101,868.47	$ 101,868.47	$ 101,868.47	$ 101,868.47	$ 101,868.47	$ 101,868.47	1,287,354.85
II. EXPENDITURES:														
A. Employee Salaries														-
Superintendent (CEO)														-
Regional Director														-
Center Director		9,167	9,167	9,167	9,167	9,167	9,167	9,167	9,167	9,167	9,167	9,167	9,167	110,000

Unemployment Compensation Insurance 5%		1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	**12,300**
Workers Compensation .025		633	633	633	633	633	633	633	633	633	633	633	633	**7,590**
Other Employee Benefits														**-**
Total Employee Benefits	-	10,814	10,814	10,814	10,814	10,814	10,814	10,814	10,814	10,814	10,814	10,814	10,814	**129,771**
C. Rental of Facilities & Utilities														**-**
Electricity		900	900	900	900	900	900	900	900	900	900	900	900	**10,800**
Gas, Oil, or Steam Heat		300	300	300	300	300	300	300	300	300	300	300	300	**3,600**
Grass and Tree Services														**-**
Internet Access														**-**
Mortgage														**-**
Rent		8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	**96,000**
Repair & Maintenance Services														**-**
Internet and Phone		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	**12,000**
Trash Removal														**-**
Utilities														**-**
Water & Sewer		188	188	188	188	188	188	188	188	188	188	188	188	**2,250**
Other Facilities & Utilities Expense		500	500	500	500	500	500	500	500	500	500	500	500	**6,000**
Total Rent and Utilities	-	10,888	10,888	10,888	10,888	10,888	10,888	10,888	10,888	10,888	10,888	10,888	10,888	**130,650**
D. Insurance														**-**
Board Errors and Omissions		20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	**250**
General Liability Insurance Inclusive		458.33	458.33	458.33	458.33	458.33	458.33	458.33	458.33	458.33	458.33	458.33	458.33	**5,500**
Health Insurance														**-**
Property & Casualty Insurance		208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	**2,500**
Property & Inland Marine		83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	**1,000**

Theft Insurance														-
Treasurer Bonds		20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	**250**
Umbrella/excess Liability		41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	**500**
Vehicle Insurance														-
Worker's Compensation Insurance														-
Other Insurance Expense (Please Describe)														-
Total Insurance	-	833	833	833	833	833	833	833	833	833	833	833	833	**10,000**
E. Service Contracts														-
Accounting & Payroll Services		1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	**18,724**
Consulting Services - Human Resources and Recruitment		3,068	3,068	3,068	3,068	3,068	3,068	3,068	3,068	3,068	3,068	3,068	3,068	**36,811**
Pupil Accounting and SIS		1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	**16,484**
Information Technology and Support		8,450	8,450	8,450	8,450	8,450	8,450	8,450	8,450	8,450	8,450	8,450	8,450	**101,400**
Food Service Contract														-
Legal Services		1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	**15,000**
Professional & Technical Services														-
Pupil Transportation Contract														-
Outreach and Marketing		7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	**86,400**
Enrollment Blitz Marketing		500	500	500	500	500	500	500	500	500	500	500	500	**6,000**
Relationship Starter - Contracted		1,257	1,257	1,257	1,257	1,257	1,257	1,257	1,257	1,257	1,257	1,257	1,257	**15,078**
Staff Development		1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	**12,500**
Other Service Contracts														-
Total Service Contracts	-	25,700	25,700	25,700	25,700	25,700	25,700	25,700	25,700	25,700	25,700	25,700	25,700	**308,397**

F. Supplies & Materials														-
Advertising														-
Computer Software and Licenses		6,150			6,150			6,150			6,150			**24,600**
MiFi and Monthly Access Services		3,863	3,863	3,863	3,863	3,863	3,863	3,863	3,863	3,863	3,863	3,863	3,863	**46,360**
Instructional Supplies		83	83	83	83	83	83	83	83	83	83	83	83	**1,000**
Library Books														-
Office Supplies & Expense & Postage		417	417	417	417	417	417	417	417	417	417	417	417	**5,000**
Postage														-
Printing														-
Subscriptions														-
Testing & Evaluation Supplies		366	366	366	366	366	366	366	366	366	366	366	366	**4,393**
Textbooks														-
Other Supplies & Materials														-
Total Supplies & Materials	-	10,879	4,729	4,729	10,879	4,729	4,729	10,879	4,729	4,729	10,879	4,729	4,729	**81,354**
G. Capital Outlay														-
Computer Hardware														-
Computer Software														-
Office Furniture & Equipment		17,050												**17,050**
Instructional Furniture & Equipment														-
Vehicles														-
Center Acquisition and CAP Improvements														-
Improvements & Alterations														-
Other Capital Outlay														-
Total Capital Outlay	-	17,050	-	-	-	-	-	-	-	-	-	-	-	**17,050**
H. Other Expenditures														-
Audit Expense		-											7,500	**7,500**
Dues & Fees		100	100	100	100	100	100	100	100	100	100	100	100	**1,200**

Judgments														-
Budget Stabilization/Contingencies														-
Debt Services		15,583	15,583	15,583	15,583	15,583	15,583	15,583	15,583	15,583	15,583	15,583	15,583	**187,000**
Travel Expense/Mileage														-
Reimbursement														-
Field Trips														-
Payments to an EMO		10,187	10,187	10,187	10,187	10,187	10,187	10,187	10,187	10,187	10,187	10,187	10,187	**122,242**
BSU Administrative Fee		3,056	3,056	3,056	3,056	3,056	3,056	3,056	3,056	3,056	3,056	3,056	3,056	**36,673**
Total Other Expenditures	-	28,926	28,926	28,926	28,926	28,926	28,926	28,926	28,926	28,926	28,926	28,926	36,426	**354,615**
TOTAL EXPENDITURES	**-**	**125,591**	**102,391**	**102,391**	**108,541**	**102,391**	**102,391**	**108,541**	**102,391**	**102,391**	**108,541**	**102,391**	**109,891**	**1,277,837**
REMAINING CASH BALANCE (DEFICIT)	**64,933**	**41,211**	**40,689**	**40,167**	**33,495**	**32,973**	**32,451**	**25,779**	**25,257**	**24,735**	**18,062**	**17,540**	**9,518**	**9,518**

Budget Worksheet											
Projected Five Year Cash Flow											
	School Name:										
	Pre-operational (From Schedule A)	FTE	First Fiscal Year (From Schedule B)	FTE	Second Fiscal Year	FTE	Third Fiscal Year:	FTE	Fourth Fiscal Year:	FTE	Fifth Fiscal Year:
Dates Covered	Approval - June 30, 20__										
Projected Enrollment			**200**		**500**		**800**		**950**		**1000**
Minimum enrollment for financial viability			120		240		360				
CARRY OVER			**64,933**		**9,518**		**68,241**		**241,908**		**331,580**
I. CASH IN (INCOME):											
Donations/Gifts (Please Describe)											
Food Service											
Investment Earnings											
Loan From Common School Loan											
Other Grants (Please Describe)											
State Grants (Please Describe)											
State Basic Grant 90%			949,140		2,432,171		3,988,761		4,855,070		5,238,365
State Complexity Grant @ 38.61%			273,282		683,204		1,093,126		1,298,088		1,366,408
Other (Please Describe)	750,000				750,000		250,000				
TOTAL CASH IN (INCOME):	750,000		1,287,355		3,874,893		5,400,128		6,395,066		6,936,352
	Pre-operational (From Schedule A)	FTE	First Fiscal Year (From Schedule B)	FTE	Second Fiscal Year	FTE	Third Fiscal Year:	FTE	Fourth Fiscal Year:	FTE	Fifth Fiscal Year:
II. EXPENDITURES:											
A. Employee Salaries											
Superintendent (CEO)		-		-		1	100,700	1	103,550	1	106,400
Regional Director		-		1	36,050	1	55,650	1	76,300	1	78,400
Center Director	18,333	2	110,000	4	244,933	5	300,667	5	299,750	5	308,000
Relationship Manager - Certified Teacher	7,333	2	88,000	6	279,253	10	470,067	10	479,600	10	492,800
Parapro		2	48,000	2	49,440	5	127,200	5	130,800	5	134,400

Behavior Support - Part-Time		-	-	-		-		0.25	3,679	1	7,560
Speech Pathologist		-	-	-		-		0.25	14,988	1	30,800
Social Worker		-	-	-		-		0.25	13,625	1	28,000
Guidance Services		-	-	-		-		0.25	13,625	1	28,000
Overtime Expense			-								
Social Workers			-								
Substitute Teachers		-	-	-		-		3	39,240	3	40,320
Teachers			-								
Technicians			-								
Temporary Salaries			-								
Other Human Resource Expense (Contractual)			-								
Total Employee Salaries	25,667		246,000		609,677		1,054,283		1,175,156		1,254,680
B. Employee Benefits											
Group Dental Insurance	660		5,280		14,936		23,767		29,561		31,181
Group Vision Insurance	174		1,392		3,938		6,266		7,871		8,380
Group Health Insurance	7,500		60,000		169,725		270,075		339,263		361,200
Group Life Insurance.016 Basis Points	411		3,936		9,755		16,869		18,803		20,075
Long-Term Disability Insurance.009 Basis Points	231		2,214		5,487		9,489		10,576		11,292
Social Security & Medicare	1,964		18,819		46,640		80,653		89,899		95,983
Teacher Retirement 401k .5% Safe Harbor	1,283		12,300		30,484		52,714		58,758		62,734
Teacher Retirement 401k Match .5% per Each 1% up to 3%	770		5,940		18,290		31,629		35,255		37,640
Unemployment Compensation Insurance 5%	1,283		12,300		30,484		52,714		58,758		62,734
Workers Compensation .025	642		7,590		15,242		26,357		29,379		31,367
Other Employee Benefits			-								
Total Employee Benefits	14,918		129,771		344,980		570,531		678,122		722,586

	Pre-operational (From Schedule A)	First Fiscal Year (From Schedule B)	Second Fiscal Year	Third Fiscal Year:	Fourth Fiscal Year:	Fifth Fiscal Year:
C. Rental of Facilities & Utilities						
Electricity	2,700	10,800	24,948	30,829	32,132	35,987
Gas, Oil, or Steam Heat	900	3,600	8,316	10,276	10,711	11,996
Grass and Tree Services		-				
Internet Access		-				
Mortgage		-				
Rent	8,000	96,000	255,200	322,000	327,000	336,000
Repair & Maintenance Services		-				
Internet and Phone	2,000	12,000	26,720	33,754	35,702	39,986
Trash Removal		-				
Utilities		-				
Water & Sewer	563	2,250	5,198	6,423	6,694	7,497
Other Facilities & Utilities Expense		6,000	24,720	31,800	65,400	67,200
Total Rent and Utilities	**14,163**	**130,650**	**345,102**	**435,081**	**477,638**	**498,667**
D. Insurance		-				
Board Errors and Omissions	63	250	578	694	681	700
General Liability Insurance Inclusive	1,375	5,500	12,705	15,263	14,988	15,400
Health Insurance		-				
Property & Casualty Insurance	625	2,500	5,775	6,938	6,813	7,000
Property & Inland Marine	250	1,000	2,310	2,775	2,725	2,800
Theft Insurance		-				
Treasurer Bonds	63	250	578	694	681	700
Umbrella/excess Liability	125	500	1,155	1,388	1,363	1,400
Vehicle Insurance		-				
Worker's Compensation Insurance		-				
Other Insurance Expense (Please Describe)		-				
Total Insurance	2,500	10,000	23,100	27,750	27,250	28,000
E. Service Contracts						
Accounting & Payroll Services		18,724	71,428	111,005	127,823	137,427
Consulting Services - Human Resources and Recruitment		36,811	168,269	266,594	307,658	330,239
Pupil Accounting and SIS	147	16,484	71,854	113,751	131,423	140,895
Information Technology and Support	8,450	101,400	112,892	110,676	116,031	129,955
Food Service Contract		-				

Legal Services	10,000	15,000	27,450	25,497	24,342	29,263
Professional & Technical Services		-				
Pupil Transportation Contract		-				
Outreach and Marketing	14,400	86,400	103,392	101,532	102,821	115,160
Enrollment Blitz Marketing	1,000	6,000	13,360	53,500	54,500	56,000
Relationship Starter - Contracted	2,513	15,078	17,591	40,082	42,320	47,399
Staff Development		12,500	37,500	91,666	248,606	269,696
Other Service Contracts		-		15,000	25,000	25,000
Total Service Contracts	36,510	308,397	623,735	929,303	1,180,525	1,281,033
	Pre-operational (From Schedule A)	**First Fiscal Year (From Schedule B)**	**Second Fiscal Year**	**Third Fiscal Year:**	**Fourth Fiscal Year:**	**Fifth Fiscal Year:**
F. Supplies & Materials						
Advertising		-				
Computer Software and Licenses	24,600	24,600	109,878	179,308	215,902	233,520
MiFi and Monthly Access Services	46,360	46,360	197,556	287,136	305,662	306,436
Instructional Supplies		1,000	1,030	1,092	1,190	1,333
Library Books		-				
Office Supplies & Expense & Postage	3,000	5,000	13,300	15,148	14,876	16,661
Postage		-				
Printing		-				
Subscriptions		-				
Testing & Evaluation Supplies		4,393	11,313	18,628	22,747	24,603
Textbooks		-				
Other Supplies & Materials		-				
Total Supplies & Materials	73,960	81,354	333,077	501,312	560,376	582,553
G. Capital Outlay						
Computer Hardware		-				
Computer Software		-				
Office Furniture & Equipment	17,050	17,050	81,954	151,511	173,676	184,133
Instructional Furniture & Equipment		-				
Vehicles		-				
Center Acquisition and CAP Improvements	500,000	-	500,000	125,000		
Improvements & Alterations		-				

Other Capital Outlay			-							
Total Capital Outlay	517,050		17,050		581,954		276,511		173,676		184,133
H. Other Expenditures										
Audit Expense			7,500		8,725		10,249		12,171		14,631
Dues & Fees	300		1,200		1,536		1,460		1,428		1,599
Judgments			-							
Budget Stabilization/Contingencies			-						232,575		330,456
Debt Services			187,000		374,000		437,000		437,000		437,000
Travel Expense/Mileage			-							
Reimbursement			-							
Field Trips			-							
Payments to an EMO			122,242		467,306		762,283		922,974		990,716
BSU Administrative Fee			36,673		93,461		152,457		184,595		198,143
Total Other Expenditures	300		354,615		945,029		1,363,448		1,790,742		1,972,546
TOTAL EXPENDITURES	685,067		1,277,837		3,806,653		5,158,219		6,063,486		6,524,198
REMAINING CASH BALANCE (DEFICIT)	64,933		9,518		68,241		241,908		331,580		412,155
	500,000		-		(500,000)		(125,000)		(0)		0
Per Pupil Management Fees			$ 611		$ 935		$ 953		$ 972		$ 991

Attachment 24 - Budget Narrative

Budget Narrative

a. Per Pupil Revenue. Contact Indiana Department of Education to Determine your per pupil funding estimates.

We anticipate 200 students to be enrolled for year one and 500 students for year two. Per pupil revenue amounts were obtained from the Indiana Department of Education's Office of School Finance and revenue trends were analyzed through the Indiana's K-12 State Tuition Support Annual Report dated August 2018. Specifically, we compared actual per pupil revenue for South Bend Community School Corporation in St. Joseph County, 2014-2018. Our revenue estimate for the 2019 per pupil funding projects the Basic Grant at no additional increase from the prior fiscal year and assumes 90% funding for our program. In addition, we projected the Complexity Grant at no additional increase from the prior fiscal year and our formula was driven from the total Complexity Grant payment divided by eligible students in South Bend Community School Corporation which was approximately 38.61%.

It is assumed that per-pupil distributions will occur monthly based on the payment schedule set by the State Budget Agency and the Governor's office.

Budget projections are based on the school fiscal year from July through June.
Basic Grant (90%) $4,745
Complexity Grant $1,366
Per-pupil Funding $6,111

Any additional state or Federal Grants awarded will be fully utilized to pay for required services, ie: Special Education, Title, etc. It is anticipated that the awarded funds will be fully expensed during the school year.

b. Anticipated Funding Sources. Indicated the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated, and include evidence of commitment for any funds on which the schools core operation depends.

Startup fees will be secured through a private investor in the amount of $750,000 for two blended learning centers and financed over a period of two years. The payback will be from excess of revenues over expenditures from year one and year two. Success Learning will work with a private investor where a pre-existing relationship has been developed. This will mitigate risk and solidify the borrowing. The loan will cover startup costs that are not covered by the first school year operation. It will also provide a positive cash flow during the first year of operation.

In addition to the per-pupil funding assumptions, the following revenue sources are anticipated:

American Charter Development: $750,000.00
$500,000 designated for capital improvements
$250,000 line of credit for working capital.
Please see attached letter at the end of the budget narrative.

Title Funding

We anticipate the school's census poverty data may align with the surrounding High Schools near South Bend, however, students may enroll from other geographic areas within the state. Due to this fact we believe determining eligibility will take some time once enrollment begins. Based on the specific grant use of funds and eligibility requirements this funding has been omitted from our original application.

Special Education Funding: State and Federal IDEA

Based on the specific grant use of funds and eligibility requirements this funding has been omitted from our original application. All Special Education services will be provided based on Individualized Education Program (IEP) requirements and identified student needs.

Start-up Grants

We will pursue any available start up grants. The budget is based on borrowing through the noted lending institution. Awarded start up grants will enhance the school's finances and offset school debt.

c. Discuss the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.

The information below outlines our plan to meet financial needs if the anticipated revenues are not received or lower than estimated budget:

The current budget module and projection is conservatively structured from both revenue sources and expenditures levels. The budget is carefully designed to be flexible in the possible case of not meeting the budgeting goals. Conservatively, the management will be able to reduce flexible costs directly related to student enrollment.

The management company will reduce expenses to match actual revenue and may do some or all of the following;

1. Maximize the current capacity of employment ratios without affecting the quality of education by reducing the FTE ratio from 6 FTE to 5 FTE which would result in approximately 16% savings of staff costs related to wages and fringes.
2. All other flexible operation expenses will proportionately reduce with lower enrollments such as supplies, materials and building operation costs.
3. When possible, renegotiate any existing contracts to reflect the proper level of service and not over pay for services. Contracts such as IT contractual agreements,

Internet contract, computer Lease.

4. If possible, renegotiate long term contracts such as lease payments and or long-term debt to more favorable and flexible payment plans or longer-terms with favorable cash flow.

5. Negotiate lease cost reduction for the preoperational budget.

d. Year 1 cash flow contingency, in the event that revenue projections are not met in advance of opening.

A $250,000 line of credit has been secured up front with American Charter Development to assist with the preoperational budget and cash flow needs during the first year of operation. The line of credit is structured to be available to draw down as needed and the financing terms will be comparable to similar lending institutions. Further, an additional $250,000 has been secured, if needed, for the second year of operation to assist with school growth.

December 6, 2018

Success BLC of South Bend

SUBJECT: LETTER OF SUPPORT AND INTENT for Success BLC of South Bend

TRANSMISSION: VIA EMAIL – SIGNATURE BELOW IS AN ELECTRONIC IMAGE

Dear Success BLC Charter School Board of Trustees:
American Charter Development (ACD) is pleased to provide this letter of support and intent to the Success VLC Charter School. It is because of your prudent choices in selecting high quality board governance members, and the selection of Success VLC to supports the day to day operations of high performing schools blended learning schools, that ACD is pleased to offer this letter of support and intent to serve.

ACD is a national charter school real estate development and financing organization with a track record of developing and funding nationally. ACD can provide 100% financing, start-up zero-year funding as a bridge until state aid begins and turnkey full-service development for your charter school when requested. ACD provides its services with no upfront cost to the school and meets the budgetary and financial obligations required to deliver a fully-functional, customized charter facility to you. Once the facility is complete, it is leased back to the school, with strategic buyout options which enable the school to own its own facility quickly.

For over a decade now, American Charter Development has successfully developed more than 70 charter school facilities nationally ranging from $3 million to $25 million in cost.
ACD has a diverse capital or funding stack ready to deploy now and our lease rates are lower, our lease escalators are less, and our buyout options can be sooner. This not only provides better prices but, allows the school to own its facility when it fits into the school's plans, not the lenders or investors.

Our campuses, whether they are design-builds or retrofitted buildings, are attractive, affordable, functional, built to withstand the years of use that lies ahead of them, and are all developed to suit the needs of each individual school. ACD is a strong, well-seasoned organization whose senior leaders have been involved in the charter school moment nationally almost since its inception by starting, running, finding, building and funding schools. We are a reputable organization with the highest of integrity, transparency and values. Please feel free to call on me directly if you have any questions.

Sincerely yours,

Robert Giordano

Robert Giordano
Senior Vice President of Business Development

American Charter Development, LLC
775 West 1200 North, Suite 100
Springville, Utah 84663
Office (801) 489-9535 Fax (801) 489-8493
Cell (518) 852-6413 Email robert@amercd.com
www.amercd.com

Attachment 25: School Portfolios:

School Name	Success Virtual Learning Centers of Michigan
Year Opened	January 2017
Location	State-wide cyber school with centers in the following areas: ● Flint ● Grand Rapids South ● Hazel Park ● Lansing West ● Lansing South ● Monroe ● Muskegon ● Pontiac ● Port Huron ● Taylor
Phone #	(989) 831-8925
Fax #	
Contact Information	Dallas Bell 7188 Avenue B Vestaburg MI 48891
Authorizer Contact	Vestaburg Community Schools
Grades Served	9-12
Enrollment	1482
Free/Reduced Lunch %:	24.43%
Ethnicity:	
American Indian %	0.88%
Asian %	3.10%
Black %	31.44%
Hispanic %	6.95%
White %	45.07%
Multi-racial %	13.90%
Special Education %	9.04%
English Language Learner %	0.94%

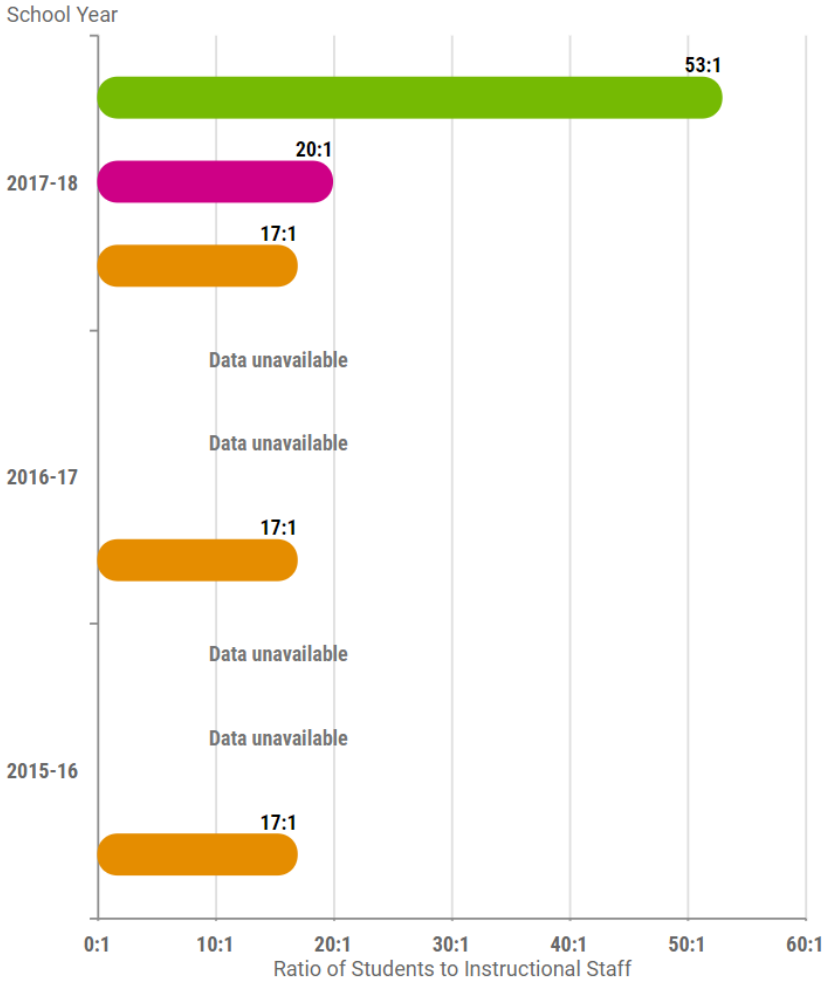
State Assessment Results: No accountability score/grade available for this school is too new. Please see below for Parent Dashboard of the Michigan Accountability System.

	2010	2011	2012	2013	2014
Accountability Grade					
IREAD					
ISTEP+ Passing Math					
ISTEP+ Passing ELA					
ISTEP+ Passing Both					
IREAD					
Passing English 10 ECA					
Passing Algebra I ECA					
Passing Both English 10 and Algebra I ECA					
Graduation Rate					
College & Career Readiness (# and %)[4]					

[4] College and Career Readiness is the percentage of graduates that have earned at least 3 transcripted college credits or earned an Industry Certification prior to graduation.

Ratio of Students to Instructional Staff

Ratio of students to instructional staff. The data are displayed in terms of Full time Equivalency, where "1" represents a full-time staff member.

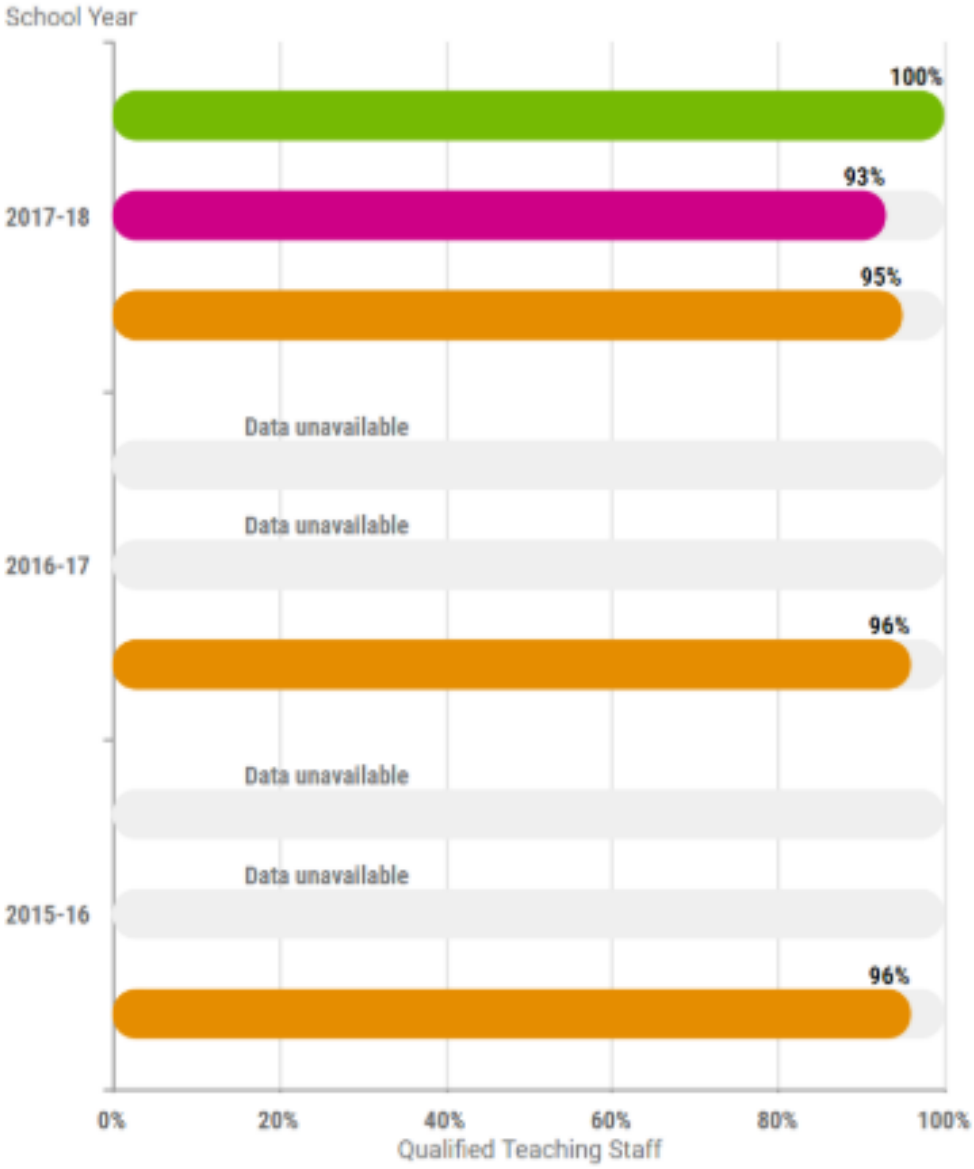


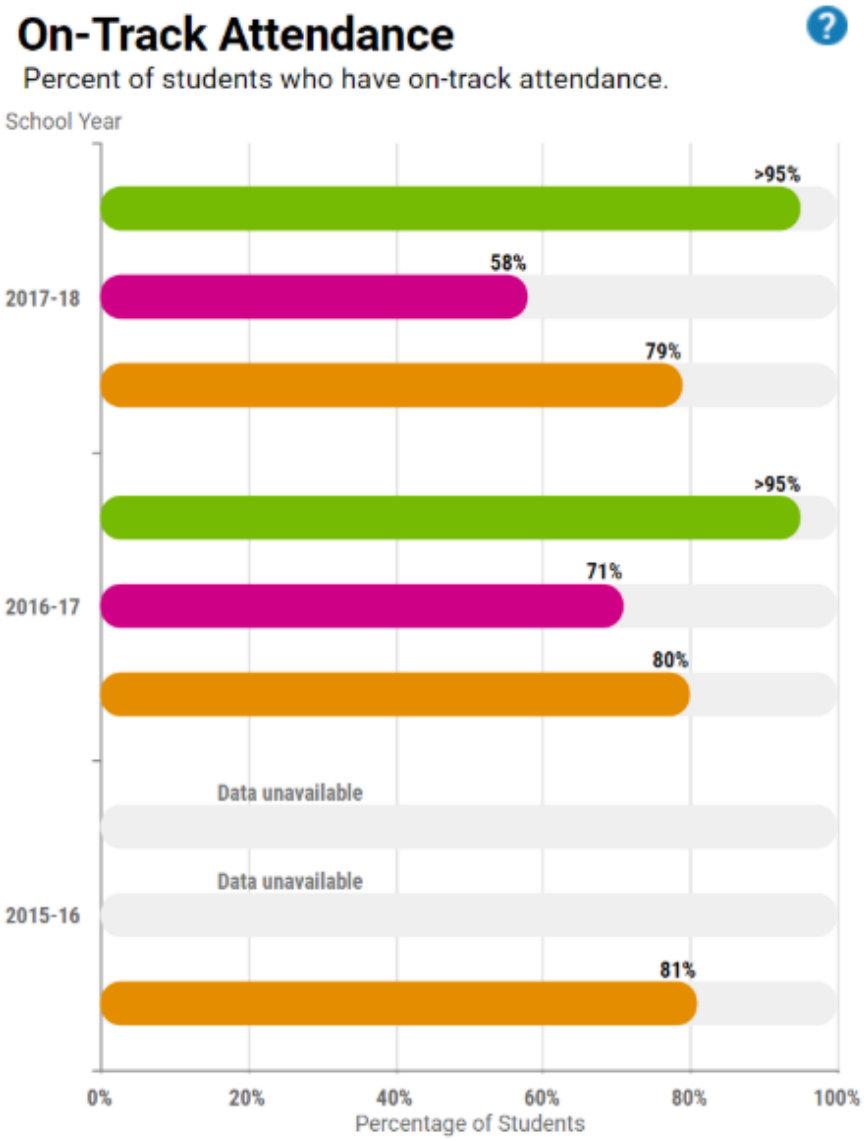
Key:

- Success Virtual Learning Centers of Michigan
- Average of Similar Schools by Student Characteristics
- State of Michigan Average

Qualified Teaching Staff

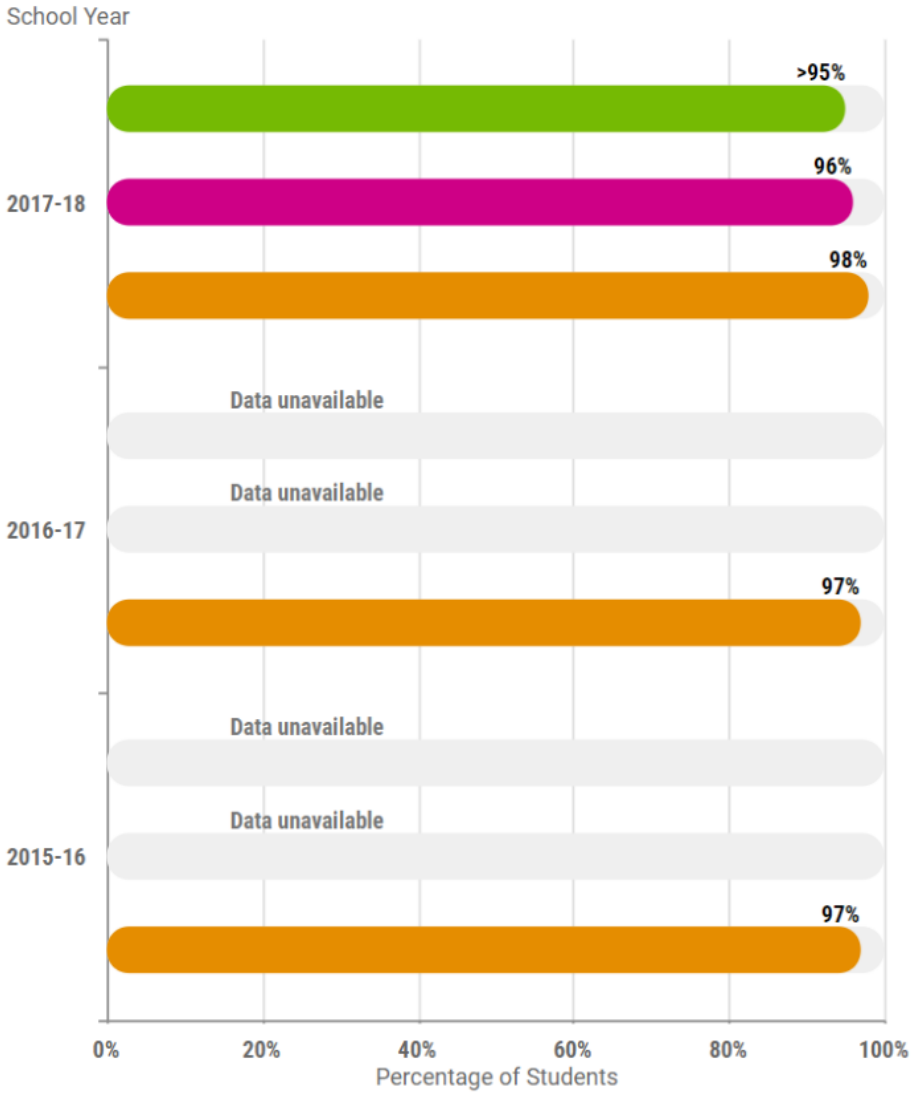
Percentage of teachers, by subject, who are certified to teach the assignment they are teaching.




On-Track Attendance
Percent of students who have on-track attendance.
School Year
2017-18
>95%
58%
79%
2016-17
>95%
71%
80%
2015-16
Data unavailable
Data unavailable
81%
0%
20%
40%
60%
80%
100%
Percentage of Students

Test Participation

The percent of students who were enrolled and took a state test. State tests included in this measure are the SAT, M-STEP, or MI-Access. Higher participation allows for a more complete picture of a school's performance on state tests.



School Index School Overview

Success Virtual Learning Centers of Michigan (03014) / Success Virtual Learning Centers of Michigan (59900): 2016-17
http://successvlc.com//

Key Performance Indicators

Click inside the tiles below to see more information about each key performance indicator.

Overview
Overall Index
100.00
View More

Support Category
Component Index
N/A

Growth Overview
Component Index
N/A

Proficiency Overview
Component Index
N/A

Graduation Rate Overview
Component Index
N/A

English Learner Progress Overview
Component Index
N/A

School Quality and Student Success Overview
Component Index
100.00
View More

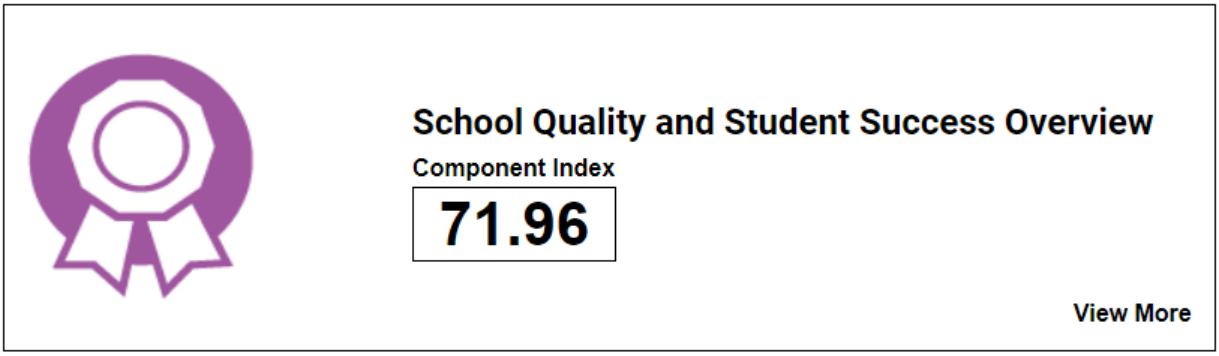
Assessment Participation Overview
Component Index
N/A

School Name	Success Virtual Learning Centers In Partnership with Berrien Springs
Year Opened	2012
Location	Centers in the following areas: ● Grand Rapid - Alger ● Grand Rapids - Alpine ● Belding ● Central Montcalm ● Escanaba ● Grand Rapids Fuller ● Lakeview ● Menominee ● Three Rivers ● Tri County ● St. Louis ● Vestaburg
Phone #	(313) 492-4847
Fax #	
Contact Information	**Head of School:** Frank Sebastian 2431 Eastern Ave Se Grand Rapids MI 49507
Authorizer Contact	Berrien Springs Public Schools David Eichberg
Grades Served	9-12
Enrollment	1587
Free/Reduced Lunch %:	64%
Ethnicity:	
American Indian %	1%
Asian %	.01%
Black %	10%
Hispanic %	11%
White %	65%
Multi-racial %	11%
Special Education %	10%
English Language Learner %	

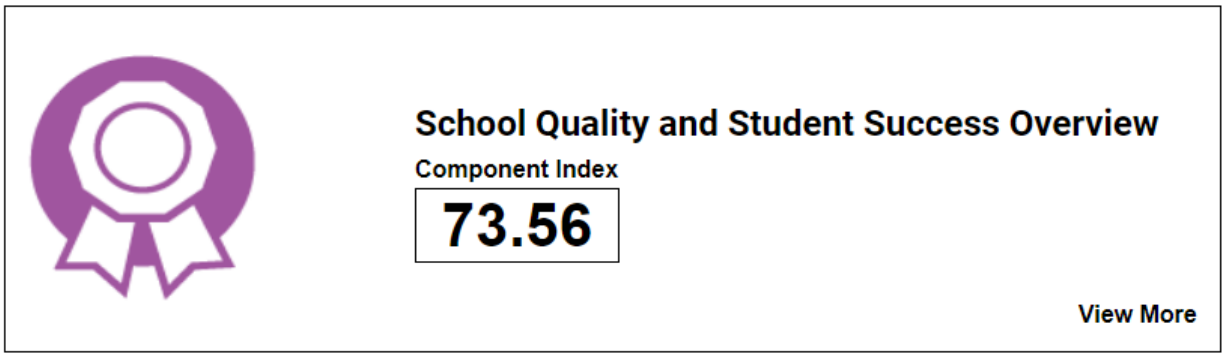
State Assessment Results: Michigan Based School - Please see below for Parent Dashboard of the Michigan Accountability System.

	2010	2011	2012	2013	2014
Accountability Grade					
IREAD					
ISTEP+ Passing Math					
ISTEP+ Passing ELA					
ISTEP+ Passing Both					
IREAD					
Passing English 10 ECA					
Passing Algebra I ECA					
Passing Both English 10 and Algebra I ECA					
Graduation Rate					
College & Career Readiness (# and %)[5]					

Success - Howard City/Tri County (score based out of 100)

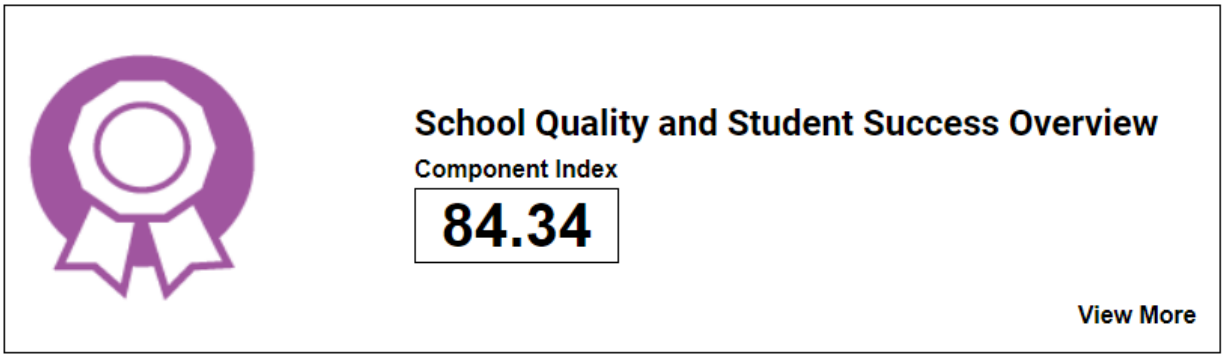


Success - Stanton/Montcalm

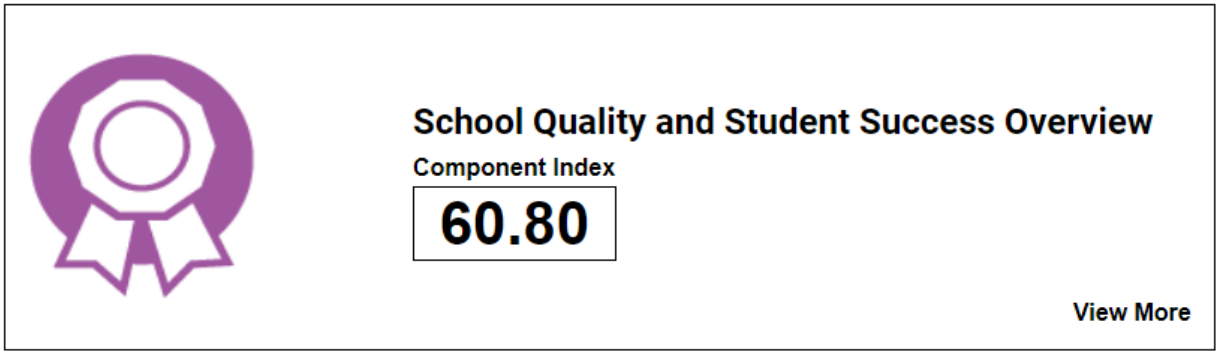


[5] College and Career Readiness is the percentage of graduates that have earned at least 3 transcripted college credits or earned an Industry Certification prior to graduation.

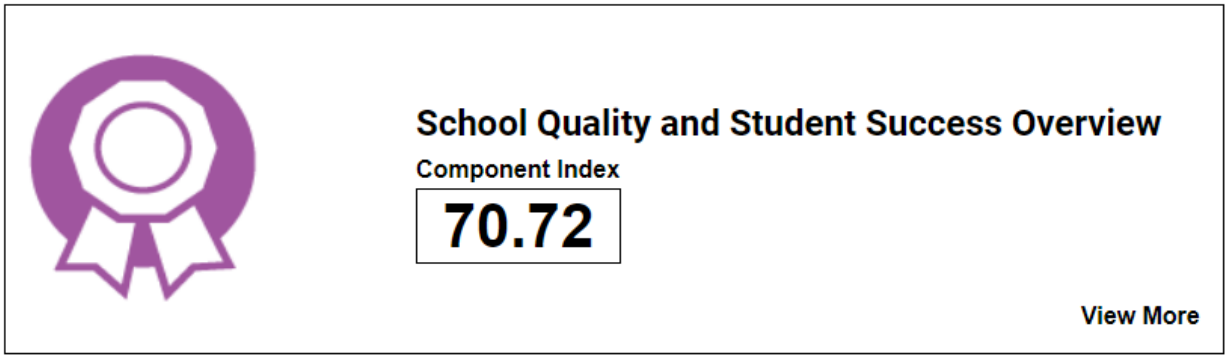
Success - Edmore/Montabella/Vestaburg



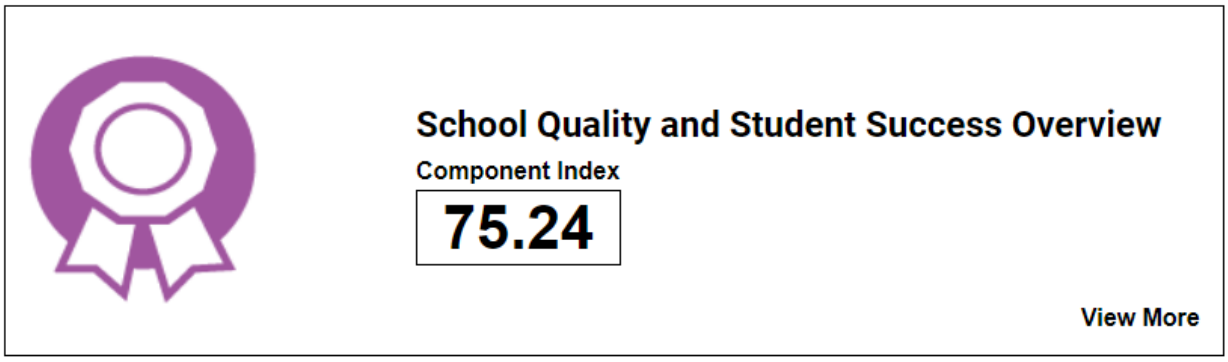
Success - Escanaba



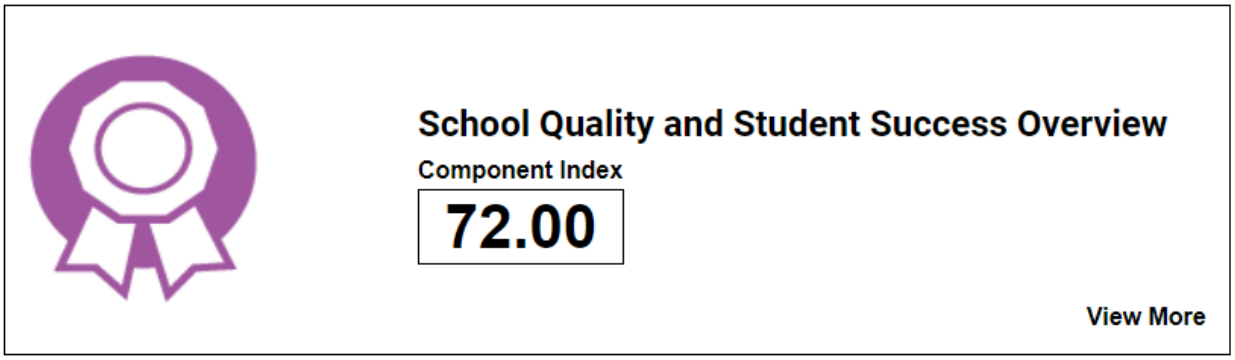
Success - Lakeview



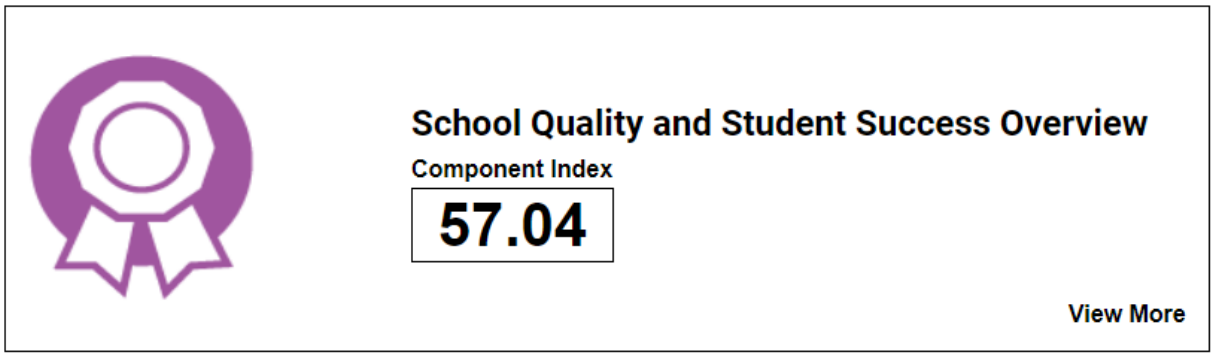
Success - Grand Rapids - Alger Heights



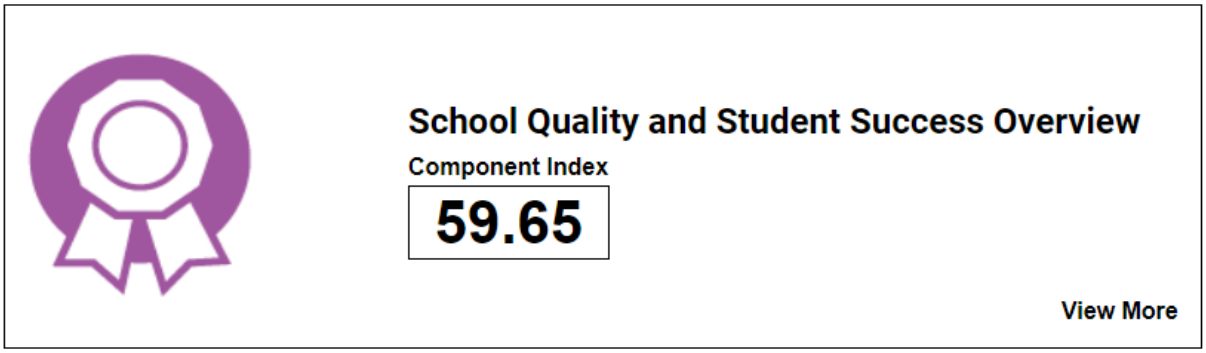
Success - Menominee



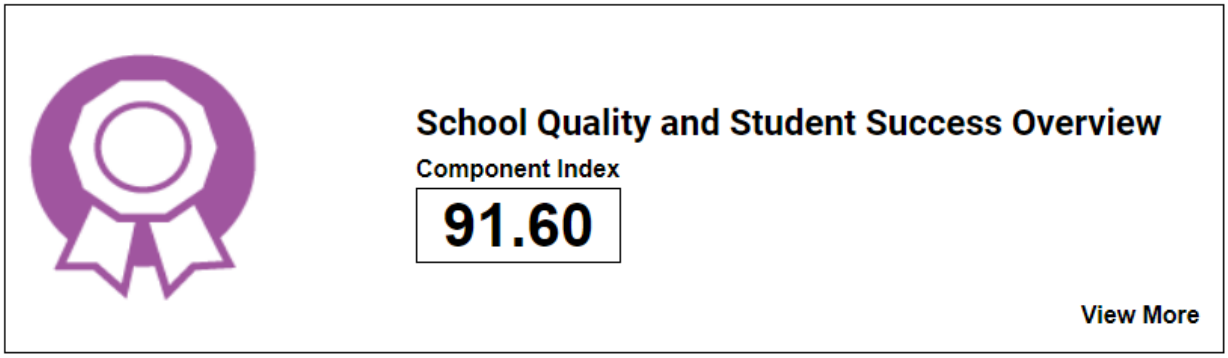
Success - Three Rivers



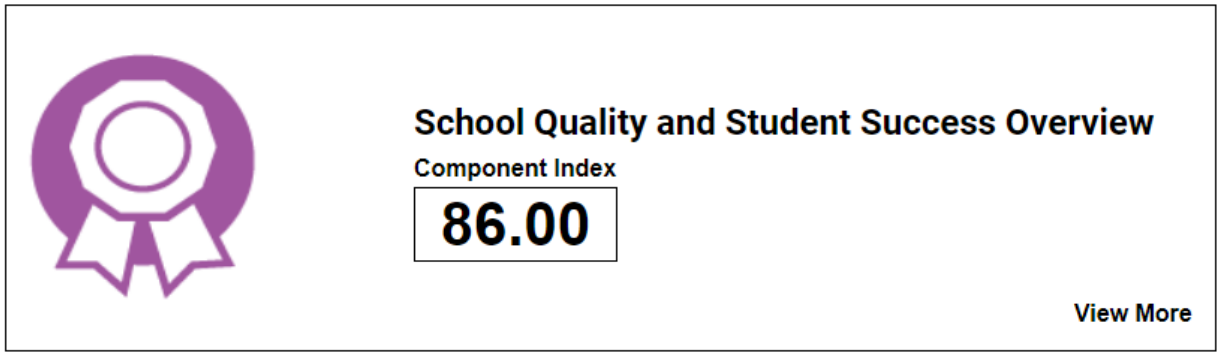
Success - Belding



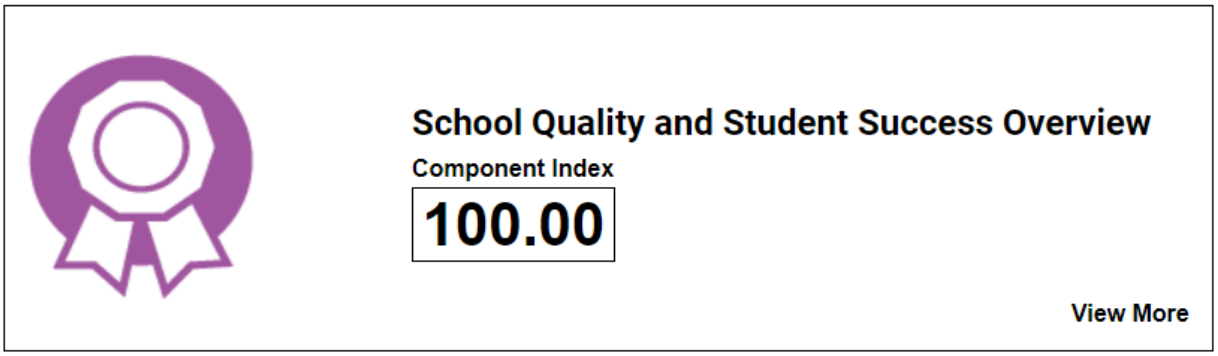
Success - Fuller



Success - St Louis



Success - Kenowa Hills



Attachment 26: N/A
Attachment 27: N/A

Attachment 28: Audited Financials
2016-2017 Success Virtual Learning Centers of Michigan Financial Audit
https://drive.google.com/file/d/18tZckVAYAXLz5V2K6y7okChOqbFgSIiW/view?usp=sharing

2017-2018 Success Virtual Learning Centers of Michigan Financial Audit
https://drive.google.com/file/d/15Nf9XRt_IvKE5auxPhoWAfVjbuTvOMJl/view?usp=sharing

2016-2017 Berrien Spring Public Schools (Success Partnership)
https://drive.google.com/file/d/1EtYairZJ_4ckoXtHNXvukdOVfloOu5Pr/view?usp=sharing

2017-2018 Berrien Spring Public Schools (Success Partnership)
https://drive.google.com/file/d/1VbdAwUIvr6Czj0hN43_q9-lbXSveJC2d/view?usp=sharing

Attachment 29 - N/A
Attachment 30 - Emergency and Safety Plans

Draft Draft Draft

EMERGENCY RESPONSE PLAN

Developed Collaboration with:

2017 School Com 608 LLC

The following plan was developed for the Success Blended Learning of South Bend location to guide building staff in the response to various emergencies.

Due to the physical characteristics of the building housing the Success BLC, procedures and methods used in traditional school structures may not be practical. As such some procedures may vary from traditional school practices.

The Emergency Response Plan is your resource to guide you in responding to emergencies with the protection of students and staff being of utmost importance. The key to any emergency respon**se is to"**

- **Think Clearly,**
- **Remain Calm.**
- **Act Decisively.**

Building Staff may have to make quick assessments and take measures not outlined or make decisions that deviate from this guide as the situation evolves and information is learned.

GENERAL DUTIES

The following is a list of generalized duties and considerations. The list is not all-inclusive and may not be appropriate for all situations but is a guide for your reference.

1. ANNOUNCEMENT

When information is received that requires locking down the building, an announcement will be made so all persons in the building are aware of the threat.

2. COMMAND POST

A Command Post is an internal area for centralized communication and supporting emergency operations, generally the Directors office. Establishment of a Command Post is always secondary to the protection of occupants. Perhaps a back-office area away from windows would be an appropriate location if it has computer and phone access.

3. LOCKDOWN PROCEDURE

A lockdown consists of the following,

- Any staff member with knowledge of a threat may initiate a lockdown. Make an announcement for a Lockdown.
- Moving all students and staff members away from the front windows if an ***external threat***.
- Locking doors and/or barricading the door if possible and covering windows
- Turning off lights.
- Students and staff should secure themselves in a location away from the entry doors and away from a direct line of sight as seen from outside the door. At the Taylor Success Virtual Learning Center, move students to an area not visible to the outside.
- Remain quiet.
- Remain calm.
- Do not open a door while in lockdown unless directed to do so by law enforcement or building administrator or his/her designee.

The building will remain in lockdown until the building administrator or his/her designee or law enforcement gives an all clear.

Should an intruder breach a secured area, **Run** to escape and if not possible: ***Fight Back*** and defend yourself with any means possible.

4. BUILDING PRINCIPAL/ADMINISTRATOR

- Establish Incident Command and Command Post. At the SuccessBLC the administrator's office **<u>may not</u>** be an option depending on the type of external threat. (Once final location of the centers are determine, the Command Post will be reflected in this document.
- Establish contact with emergency responders via phone.
- Keep building in lockdown until advised of the "All Clear" by emergency responders.

5. STAFF RESPONSIBILITIES FOR LOCKDOWN

- Carry out the lockdown procedures listed above.
- Conduct roll and immediately report missing persons.
- Keep everyone secure and quiet.
- Provide first aid as needed.

6. ADDITIONAL SCHOOL RESPONSIBILITIES

- Provide law enforcement official access to all interior communications and interior video monitoring equipment.
- Assist first responders as may be appropriate.

7. DESIGNATED EVACUATION: Once the situation is controlled, students and staff may be evacuated from the building or they may be released if they are of adult age.

INTRUDER or HOSTILE THREAT

The following procedure is designed to help enhance the safety and security of the students, staff and building during times of emergencies. The emergencies that would require an internal response could include such things as an armed intruder, or other critical incident that would put students and staff in imminent danger of great bodily harm or death if safety measures are not taken.

Additionally, a lockdown may be initiated for an external threat where information is received that is directed at a specific person or facility, or a hostile threat exists near school grounds such as an armed robbery, murder, kidnapping and the suspect location is unknown.

Any staff member is authorized to place the building in lockdown when they personally observe a situation that would place a student or staff member in immediate danger if action is not immediately taken.

When information is received of a potential threat not on site, the information should be given to the site Director or his/her designee and they will make the determination on appropriate action.

This plan is designed for a building crisis that would cause a lockdown and isolation of the students until the arrival of law enforcement / First Responders (i.e. gun discharge, hostage, etc.…).

During an emergency when the situation requires immediate action for the protection of students, staff or facility, all should follow the established emergency policies for this institution

Evacuation may not be safe in certain situations. It may be necessary to secure and shelter in place by locking or barricading door(s). Conversely due to the nature of the buildings and or threat, in certain situations, evacuation by any means necessary may be the best option. These decisions are best made at the time when a specific threat is identified. Use your best judgment in determining if evacuation or sheltering is the best option.

As with any emergency, decisions are made based on the best current information that is available at the time of the incident and not with 20/20 hindsight. In certain situations, decision may be made that deviates from the plan, but those decisions must be justified.

INTERNAL THREAT PROCEDURE

Remember: ***Run, Hide, Fight! – Run to create distance and escape, Hide if unable to flee and FIGHT as a last resort.***

Due to the size of the building and close quarters within the building and limited protective areas, if the threat is internal students and staff members should self-evacuate when the opportunity presents itself.

EXTERNAL THREAT

Any information received during school hours that threatens the facility, staff or student (threat not on site but may be coming to the site) staff are to initiate an EXTERNAL LOCKDOWN.

1. Lock all external doors

2. Move students and staff away from windows and away from line of site of windows for better protection from projectile coming thru windows. Preferably to an area not visible from the outside and sitting on the floor.

3. Turn off all lights

4. Contact Law Enforcement

5. Stay in external Lockdown until directed otherwise by law enforcement or site Director.

SECURITY ALERT

The purpose of a Security Alert is to provide an intermediate level of security where information received is such that a community awareness of a critical event presents itself and allows for a level of increased security in the educational facility when an internal lockdown is not necessary. An example would be a violent incident within the community not in the immediate area of the center (Armed Robbery, Murder, Assault, and Kidnapping) where suspect(s) location is not immediately known.

A Security Alert allows for administrative level decisions and flexibility, still following certain security protocols to maintain a heightened level of building security while still allowing for some normalcy in the educational day during the community critical event.

Security Alert may be issued by building administration or his/her designee. The announcement should be made so everyone is aware of the Security Alert.

A Security Alert is for a potential external threat. As such security measures implemented is intended to increase the level of building security.

1. **The following should be implemented during a Security Alert**,

- Lock all entry points into the building and observe front and back entry points.
- Access and egress is limited on a case-by-case basis at the discretion of the Center Director or his/her designee.
- Minor students will not be allowed to exit the building while in a Security Alert; adult students will be discouraged from doing so depending on school policy.
- Students who are out of the building during the onset of a Security Alert and return to the building may be allowed back into the building if the entry can be made safely and with the permission of the building administrator.
- Students may be allowed normal in building activities at the discretion of the building administrator after reviewing threat information or may direct students into external threat lockdown.
- Staff must maintain strict compliance with building security measures and may include including closing of all blinds.
- Staff shall maintain accountability of all students.
- Vendors and guests who are in the building will be advised of the security alert and they should be encouraged to remain in the building for the duration of the security alert. However, should a vendor or guest decline, they may be

released if the release can be done safely and with minimal risk to the integrity of building security.

- If a medical emergency arises, 911 will be called and the appropriate medical personnel will respond however, building security must be maintained and entry into the building will be monitored by building staff members. After entry of medical personnel the door will be re-secured and staffed.

This is not meant to be all-inclusive but is designed to allow for some flexibility to the administration so that they may increase or decrease security measures that are building specific and based on threat information.

HAZARDOUS MATERIALS SPILL

In today's world, hazardous material is transported on America's highways, rail system, waterways and airways daily. Most of the time hazardous material transportation continues without incident. However, occasionally something bad happens, such as an accident or terrorist incident that requires immediate action.

Most often if a spill occurs outside of this building, it is best to shelter in place. However always follow the recommendations of the fire department.

If a spill does occur inside the facility of an unknown material, it is generally best to conduct an evacuation to a safe location.

1. **The following procedures have been established for a Hazardous Materials Spill**.

    - Determine the need to shelter in place or evacuate.
    - For external spills, shelter in place, close all external doors and windows and seal the bottom of the door & turn the HVAC off, including the A/C.
    - If an internal spill, notify the building administration.
    - Call 911.
    - Do not try to clean the spill up unless you are trained and have the proper equipment.
    - If an internal spill, evacuate the building.
    - If you evacuate, take your student roster with you.
    - Remain in the designated evacuation assembly or shelter area until directed to return to the classroom by building administration.
    - Follow instructions of Emergency First Responders.

FIRE/EXPLOSION

1. If You Discover Fire or Smoke:

• **Rescue:** Remove anyone from the immediate danger.

• **Alarm:** Notify building occupants and evacuate the building.

• **Contain:** Try to close doors and windows to confine the smoke and fire. For incipient stage fires, the use of a fire extinguisher is recommended.

• **Evacuation:** Unless otherwise directed, evacuate the building.

2. If You Catch Fire:

• Do Not Run

• **STOP** where you are

• **DROP** to the ground, and

• **ROLL** over and over to smother the flames.

3. If You Are Trapped in Your Office / Room

- If possible, wedge wet towels or cloth materials along the bottom of the door to keep smoke out.
- Block Air Vents if smoke is coming through the vents.
- Try to close as many doors between you and the fire as possible.
- Use the telephone to dial 911 and notify dispatch of your problem and location.
- If you are trapped in an area stay low to the floor and evacuate. The best air quality is close to the floor.

- Caution only break a window out as a last resort. If room is extremely smoky and hot, a sudden incoming rush of air may cause a backdraft. Stay low and to the side if breaking a window.

- If you can exit the room via door to the outside, do so and evacuate.

4. Response to Audible Fire Alarms or Fire Announcement.

• Remain calm

• Evacuate and stay with your students.

• Remember to take your class roster with you to the designated evacuation area.

• Once you reach the evacuation area, take roll and report any missing students to administration. Once students are accounted for they may be released.

• Only return to the building when directed to do so by building administration or Fire Department.

5. Evacuation Reminders:

• Do not return to your area for personal belongings.

• If smoke is present, stay low. The best quality of air is near the floor.

• Consider individuals with disabilities that may need assistance evacuating.

BOMB THREATS & SUSPICIOUS PACKAGES

1. Telephone Threat:

• Remain Calm

• Keep caller on the line if possible. Listen carefully.

• Note the time of the call and telephone number it came in on, if applicable.

Ask the caller the following questions:

• Where is the bomb?

• When will it explode?

• What does the bomb look like?

• What is your name and motive for placing the bomb?

• Are you a student or employee?

• Write down any pertinent information such as background noises, gender of caller, accents and speech patterns.

• Write down exactly what was said.

2. Written threat and/or package:

• Remain Calm

• Do not touch or approach a bomb or suspicious package.

• Do not use portable radios or cell phones within 100ft. of the package or location.

• Notify the Center Director or his/her designee immediately.

• Do not attempt to open the package. Do not move the package.

• Evacuate and Secure the area and allow no one except authorized persons near the package.

• Write down everything you remember about the package or letter.

• Save all packaging material if you received something in the mail.

3. Notification of a Bomb Threat or if you Find a Suspicious Package:

• Remain calm

• Conduct a search using the bomb search procedures checking your immediate area starting low and working high. You know your area. Look for things that are suspicious or out of place.

• Never touch something suspicious.

• If you locate something notify the building administration immediately.

• Follow evacuation directions from building administration.

• Avoid running and other rapid movement, since this could potentially detonate certain devices.

• Take your student roster and account for all students once you have reached the designated evacuation location. Notify building administration of any missing students.

In all cases, notify Law Enforcement immediately.

SEVERE WEATHER

The following are definitions from the National Weather Service for Watches and Warnings.

1. Wind Advisory:

A Wind Advisory is issued when the following conditions are expected for 3 hours or longer.

•Sustained winds of 31 to 39 mph AND/OR

•Wind gusts of 46 to 57 mph.

•The National Weather Service issues this advisory.

2. High Wind Watch:

A High Wind Watch is issued when the following conditions are possible:

•Sustained winds of 40 mph or higher for one hour or more OR

•Wind gusts of 58 mph or higher for one hour or more.

•The National Weather Service issues this watch.

3. High Wind Warning:

A High Wind Warning is issued when the following conditions are occurring or imminent:

•Sustained winds of 40 mph or higher for one hour or more OR

•Wind gusts of 58 mph or higher for one hour or more.

•The National Weather Service issues this warning.

4. Severe Thunderstorm Watch

A severe weather watch is issued when severe thunderstorms are possible in and near the watch area. It does not mean that they will occur. It only means they are possible. Severe thunderstorms are defined as follows:

•Winds of 58 mph or higher AND/OR

•Hail 1 inch in diameter or larger.

•The National Weather Service issues this watch.

5. Severe Thunderstorm Warning:

A Severe Thunderstorm Warning is issued when severe thunderstorms are occurring or imminent in the warning area. Severe thunderstorms are defined as follows:

•Winds of 58 mph or higher AND/OR

•Hail 1 inch in diameter or larger.

•The National Weather Service issues this warning.

6. Tornado Watch:

This is issued by the National Weather Service when conditions are favorable for the development of tornadoes in and close to the watch area. Their size can vary depending on the weather situation. They are usually issued for a duration of 4 to 8 hours. They normally are issued well in advance of the actual occurrence of severe weather. During the watch, people should review tornado safety rules and be prepared to move a place of safety if threatening weather approaches.

7. Tornado Warning:

A Tornado Warning is issued when a tornado is imminent.

•When a tornado warning is issued, seek safe shelter immediately.

•The National Weather Service issues this warning.

The physical structure of the Success Success BLC may not be a sufficient shelter from strong straight-line winds or tornado shelter. If you are caught in the building during such event, take shelter on the interior wall of the building away from glass. The best area in this center the server room.

8. Local Weather Emergency:

Any weather condition not described above that has the potential to produce a hazardous condition locally during a large community event or cause heavy damage, including tornadoes sighted by law enforcement or a trained weather spotter when a tornado warning has not been issued by the National Weather Service. This may also be used to include but is not limited to high winds, heavy rains, or floods, blizzard, ice storm. Local Weather Emergency may be issued by Local Law Enforcement/Fire Department or local Emergency Management.

9. Action to be taken:

<u>If Weather watch is issued during school hours:</u>

- Any outside activity should be suspended. Consideration should be given to the type of weather watch, the potential to affect the geographic location, and the advisability to close school or remain based on the potential weather hazard. Be prepared to move to weather warning status should the situation worsen.

<u>Weather Warning:</u>

- Stay away from windows.
- Do not dismiss students unless directed to do so by Building Director or his/her designee.
- Prepare for possible power outage.
- Stay with students and keep them in a group. Remain calm and keep students calm.
- Take student roster with you if you are directed to move to shelter area or evacuate. Notify administration of any missing students/staff.
- If you evacuate from the building, do not return unless directed to do so by administration.

Hostile Parent/Student

From time to time you may experience a student or parent that is hostile towards student or staff members. The key to you is to stay calm and evaluate the situation and attempt to de-escalate. Most people when they are upset or angry just want someone to listen to their grievance and address their concern and mean no harmful intent. However, the key is making sure that the hostile person does not put others within the building in danger.

1. Staff members should;

- Remain calm
- Greet the subject in a calm, not-threatening tone
- Be an active listener
- Attempt to invite into the Center Director's office if the matter can be resolved in a civil manner.
- Due to the close proximity of office and student learning areas at Success BLC, when the situation appears to be more severe and the potential for major classroom disruption or hostilities exists, it is advisable to attempt to guide the subject out of the building to “discuss the matter in privacy”, thus allowing for other building staff to place the building in a lockdown or evacuate and call for law enforcement response.
- If possible and staffing allows, 1 additional staff member should accompany the Director or his designee in dealing with the hostile subject outside the building.
- If the subject remains non-compliant, order the subject to leave the premises. If the subject refuses, law enforcement assistance should be summoned immediately.

WEAPON ON SCHOOL GROUNDS

1. If a Weapon Is Reported on School Grounds:

- Remain calm.
- Escort the reporting person to the office if possible.
- If the reporting person is unwilling or unable to report to the school office, follow the steps outlined in the section “If a Teacher Has Observed a Weapon”.
- Ensure student and staff safety by calmly and without drawing attention moving everyone to a safe location away from the person with a weapon.
- Should someone observe a gun or other weapon unattended, instruct them Not to Touch It! Guard the weapon until police arrive.

2. If a Teacher Has Observed A Weapon:

- Seek assistance from another staff member to contact administration immediately if the observing teacher/staff member is unable to do so. Administration or designee will notify law enforcement.
- Call 911. Advise the suspect name and location if a person has a weapon on premise.
- If you find a firearm unattended, do not touch it, protect it from others touching it and notify administration/law enforcement.
- Attempts to disarm a subject may place other in danger.

IN ALL CASES – USE EXTREME CAUTION.

3. If gunshots are heard or observed, institute a lockdown immediately.

- Follow building lockdown procedures.
- Immediately report the information Law Enforcement then Administration.
- Report any injuries to the administration.
- Gunshots in the Success Virtual Learning Center, immediately evacuate or defend yourself from any immediate threat. **RUN – HIDE - FIGHT**
- Gunshots heard outside the Success Learning Center, Follow Security Alert Protocols.

HOSTAGE SITUATION

1. If There Is A Hostage Situation:

- Hostage situation within the building, ask the hostage taker permission to institute an immediate evacuation of the building.
- Follow the directions of the hostage taker.
- If a hostage situation occurs outside but within the area of the Taylor Success Virtual Learning Center, remain secured in the building until given further directions from law enforcement or building administration.
- Staff members are authorized to evacuate the area if it is prudent to do so.
- Take student roster with you and account for all students once you have reached the designated shelter/evacuation area. Report to administration any missing student/staff.
- Stay with students and keep them together and calm.
- Provide any pertinent information to law enforcement/first responders.

2. If You Are Held Hostage:

- Remain calm, and do not approach hostage taker(s).
- Speak calmly to the hostage taker(s) but with a firm voice. Do not shout or raise your voice.
- Follow the instructions of the hostage taker(s).
- DO NOT aggravate the situation by arguing with the hostage taker(s).
- Calmly inform hostage taker(s) of any special needs of people in the classroom, or calmly ask permission to evacuate other students.
- Keep a distance between yourself and the hostage taker(s) if possible.
- DO NOT make any sudden moves. Ask permission before moving around.
- Try to remain calm and keep the students calm.

- Use time as a tool to de-escalate the situation.

If you feel that the situation has escalated to the point that you feel you are in imminent risk of death, it is your choice to escalate/attack to defeat the threat. Remember there are possible consequences for a half-hearted or a failed attack.

ASSAULTS

1. If someone is assaulted: (Physical or Sexual)

- Move the victim (If it is safe do so without causing further injury) to a private office/area and assist in making them comfortable and reassure them they are safe.

- Do not leave the victim alone.

- Report the assault to law enforcement and the administration immediately.

- Be prepared to give as much of the following information as possible to the school building administration and law enforcement:
    1. Your name
    2. Your location
    3. What happened
    4. Victim's name
    5. Victim's age
    6. Location of victim
    7. Description of assailant and name if known
    8. Last known location of the assailant or direction of travel

- If the victim requires medical attention call 911 and refer to the information tab regarding Medical Emergencies/Multiple Illness in this guide.

- Remain calm and reassure students that all possible actions are being taken to care for the injured person and to protect others.

2. FOR SEXUAL ASSAULTS

- Do not allow the victim to wash or remove any items of clothing. If a victim has removed clothing or personal items, do not touch or allow anyone to disturb them. They should be protected and shown to law enforcement for potential use as evidence.

Note: Persons not associated with the Success BLC may seek protection and assistance. If this occurs, consider locking down until law enforcement arrives because of the unknown location of the suspect.

MEDICAL EMERGENCIES/MULTIPLE ILLNESS

1. If One or More People Become Ill or are Injured

- Notify the school administration immediately and/or call 911 for life threatening emergency.
- If the person has stopped breathing or heart is stopped, if trained perform CPR or perform CPR as directed by the instruction of Central Dispatch. Prepare Automatic Emergency Defibrillator (AED) if available if the person's heart has stopped. Follow the directions on the AED or of Central Dispatch.
- Do not attempt to move any person who is ill or injured unless they are in immediate danger of further injury.
- Use PPE (Personal Protective Equipment i.e. gloves) when exposing yourself to bodily fluids (i.e. blood, vomit, etc.)
- If there is open bleeding, apply direct pressure to the wound to help stem the flow of bleeding.
- Comfort the victim(s) and reassure them that medical attention is on the way.
- If necessary, implement appropriate emergency procedure (Evacuation – Classroom / Area or separate/quarantine affected students and staff) to ensure that other students and staff are not exposed to trauma or danger.
- If more than one person is sick, consider the possibility of contagious disease and use universal precautions (gloves, mask) to protect yourself from blood, vomit, body fluids.
- Obtain emergency medical information from Center Director's office for the student(s) or staff member involved so it is available for emergency medical responders.
- Remain calm and reassure students that all possible actions are being taken to care for the injured or ill person and to protect others.
- Upon the arrival of first responders, provide detailed information about what was observed, and actions taken. Also provide any known medical information about the sick or injured person.
- Preserve the scene of the medical emergency in the event the incident will need to be investigated by the school or police officials. No one should be allowed into the area until any investigation is completed, and the area cleaned.

Attachment 31 - Sample ESP Evaluation

Service Provide Sample Evaluation Question

Question:	1	2	3	4	5	Comments:
The Academy is making measurable progress toward meeting its goals						
Academic goals Including local goals are being met						
Standardized tests are administered three times a year and data is used to refine and adjust curriculum and to plan and implement professional development for staff members						
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Improved pupil academic achievement for all groups of pupils have been documented						
Students are on track for college and career readiness						
The ESP provides information on student growth and achievement to the board in a timely basis						
Information about student achievement is communicated to parents on a regular basis and to students when appropriate.						
he ESP is fulfilling its responsibility in evaluation of teachers and school leaders in the use of student performance data						
The ESP provides monthly financial reports in a timely manner and format that facilitates Board review, discussion and understanding of how financial resources are being allocated.						
The ESP allocates financial resources consistent with the Board's mission and vision statements, the School Improvement Plan and the Technology Plan						
Fund balances meet or exceed the level established by the Board						
The Academy has not been presented with significant concerns in the audit or management letter, the responses prepared by the ESP have been appropriate and consistent with Board direction						
Student enrollment has been stable. Decreases in enrollment and/or turnover of students have been explained with documented evidence, and plans have been implemented to increase and/or stabilize enrollment to desired levels. Supporting evidence includes parent and student exit interviews						
Facility maintenance has been provided by the ESP at satisfactory levels; equipment needs are met and budgeted for as needed						

The Academy has met its statutory and regulatory responsibilities in the areas of serving Special Education and Limited English Language Proficient students, discipline, health and safety, and testing of students						
Staff turnover is stable						
The Academy has met its contractual responsibilities in such areas as insurance requirements, certification, continuing education, and required background checks of staff; and reporting and transparency requirements						
Professional development and evaluation of teachers and administrators is consistent with legal and contractual requirements.						
School Leaders establish high behavioral and academic expectations and apply established standards consistently for all students and staff members						
School Leaders have facilitated discussions and review of the Strategic Plan (vision and mission statements, core values and academy goals), School Improvement Plan, Technology Plan and the Academy Budget, and involved the Board in these deliberations						
School Leaders promote collaboration and communication among staff members and implement procedures to monitor school culture and modify practices when necessary; establish a mentoring program for new staff members; engage in fair and equitable treatment of staff members; and communicate with and are available to parents						
Indiana A-F accountability						
Leadership evaluation results						