



## **APPENDIX A1: EVIDENCE OF EDUCATIONAL NEED**

## Legacy Academy Survey

1. What is your gender?
  - Female
  - Male
2. What is your child's gender?
  - Female
  - Male
3. Which race/ethnicity best describes you? (Please choose only one.)
  - American Indian or Alaskan Native
  - Asian / Pacific Islander
  - Black or African American
  - Hispanic American
  - White / Caucasian
  - Multiple ethnicities / other (please specify)
4. Which race/ethnicity best describes your child?
  - American Indian or Alaskan Native
  - Asian / Pacific Islander
  - Black or African American
  - Hispanic American
  - White / Caucasian
  - Multiple ethnicities / other (please specify)
5. What grade is your child in?
6. What is the primary language you speak with your child currently?
7. What is the highest level of education you have completed?
8. What is your approximate average household income?
  - \$0-\$24,999
  - \$25,000-\$49,999

- \$50,000-\$74,999
- \$75,000-\$99,999
- \$100,000-\$124,999
- \$125,000-\$149,999
- \$150,000-\$174,999
- \$175,000-\$199,999
- \$200,000 and up

9. When considering students and student achievement, what works?

10. In your opinion, what needs to be improved to increase student achievement for schools?

11. Would you and your child be interested in a STEEL (Science, Technology, Engineering, Entrepreneurship, and Leadership) education?

Appendix B: Legacy Academy English Language Arts

Grade 6 Scope & Sequence

Pillar I: Self-Actualization

<p><b>Course Content:</b></p> <p>Students are expected to work in learning groups and utilize skill sets from the NC Common Core and Essential standards to present Problem-Based Learning solutions to Authentic Activities presented in class. Students are able to utilize various learning tools to present viable remedies while using a rubric to guide them through the process of introducing innovative proposals to resolve real world problems in the fields of science, technology, engineering, entrepreneurship, and leadership which are supported by literacy.</p>	<p><b>Pillar I: Self-Actualization</b></p> <p><b>Understanding the potential of ones' self, and the talents that one possesses in regards to making themselves better and adding value to members in their community.</b></p> <p><b>Toolbox: <i>Includes Scope and Sequence</i></b></p> <p><b>Primary Resources</b></p> <p><b>Novel: <i>The Skin I'm In</i> by Sharon Flake</b> <a href="http://archive.adl.org/education/curriculum_connections/winter_2005/the_skin47e3.html">http://archive.adl.org/education/curriculum_connections/winter_2005/the_skin47e3.html</a></p> <p><a href="http://www.ou.edu/education/centers-and-partnerships/zarrow/trasition-education-materials/me-lessons-for-teaching-self-awareness-and-self-advocacy.html">http://www.ou.edu/education/centers-and-partnerships/zarrow/trasition-education-materials/me-lessons-for-teaching-self-awareness-and-self-advocacy.html</a></p> <p><b>Secondary Resources</b></p> <p><a href="http://www.scholastic.com/teachers/lesson-plan/self-esteem-middle-school">http://www.scholastic.com/teachers/lesson-plan/self-esteem-middle-school</a></p> <p><a href="http://www.learnnc.org/lp/pages/3315">http://www.learnnc.org/lp/pages/3315</a></p> <p><a href="http://www.learnnc.org/lp/external/4037?style=print">http://www.learnnc.org/lp/external/4037?style=print</a></p>
<p><b>Unit</b></p>	<p><b>Standards<sup>a</sup></b></p>

Quarter 1	
<b>Unit 1 (5 days)</b>  <b>Project-Based Learning: Test Project 1</b>	<b>RL 1.<sup>b</sup></b> Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
	<b>RL 2.<sup>b</sup></b> Determine a theme or central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments.
	<b>RI 1.<sup>b</sup></b> Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
	<b>RI 2.<sup>b</sup></b> Determine a central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments.
<b>Unit 2 (13 days)</b>  <b>Project-Based Learning: Test Project 2</b>	<b>RL 1.<sup>b</sup></b> Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
	<b>RL 3.<sup>b</sup></b> Describe how a particular story’s or drama’s plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution.
<b>Unit 3 (18 days)</b>  <b>Project-Based Learning Presentation Fair (On Day 14, Scores presented on Day 15, Formative Assessments Days 16-17, Data Feedback Day 18).</b>	<b>RL 6.</b> Explain how an author develops the point of view of the narrator or speaker in a text.
	<b>RI 6.</b> Determine an author’s point of view or purpose in a text and explain how it is conveyed in the text.
	<b>W 3.</b> Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. <ul style="list-style-type: none"> <li><b>a.</b> Engage and orient the reader by establishing a context and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.</li> <li><b>b.</b> Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters.</li> <li><b>c.</b> Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.</li> <li><b>d.</b> Use precise words and phrases, relevant descriptive details, and sensory language to convey experiences and events.</li> <li><b>e.</b> Provide a conclusion that follows from the narrated experiences or events.</li> </ul>
	<b>W 4.</b> Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
	<b>W 5.</b> With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.
Quarter 2	
<b>Unit 4 (18 days)</b>  <b>Project-Based Learning: Test Project 3 (Day 1-</b>	<b>RL 4.</b> Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of a specific word choice on meaning and tone.
	<b>RL 5.</b> Analyze how a particular sentence, chapter, scene, or stanza fits into the overall

<p><b>10)</b></p> <p><b>Project-Based Learning: Test Project 4 (Day 10-18)</b></p>	<p>structure of a text and contributes to the development of the theme, setting, or plot.</p>
<p><b>Unit 5 (23 days)</b></p> <p><b>Project-Based Learning Presentation Fair (On Day 18, Scores presented on Day 19, Formative Assessments Days 20-22, Data Feedback Day 23).</b></p>	<p><b>RI 1.<sup>b</sup></b> Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.</p> <p><b>RI 1.<sup>b</sup></b> Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.</p> <p><b>RI 3.<sup>b</sup></b> Analyze in detail how a key individual, event, or idea is introduced, illustrated, and elaborated in a text (e.g., through examples or anecdotes).</p> <p><b>RI 5.</b> Analyze how a particular sentence, paragraph, chapter, or section fits into the overall structure of a text and contributes to the development of the ideas.</p> <p><b>W 1.</b> Write arguments to support claims with clear reasons and relevant evidence.</p> <ul style="list-style-type: none"> <li>a. Introduce claim(s) and organize the reasons and evidence clearly.</li> <li>b. Support claim(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text.</li> <li>c. Use words, phrases, and clauses to clarify the relationships among claim(s) and reasons.</li> <li>d. Establish and maintain a formal style.</li> <li>e. Provide a concluding statement or section that follows from the argument presented.</li> </ul> <p><b>W 4.</b> Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.</p> <p><b>W 5.</b> With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.</p> <p><b>SL 1.</b> Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher led) with diverse partners on <i>grade 6 topics, texts, and issues</i>, building on others' ideas and expressing their own clearly.</p> <ul style="list-style-type: none"> <li>a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.</li> <li>b. Follow rules for collegial discussions, set specific goals and deadlines, and define individual roles as needed.</li> <li>c. Pose and respond to specific questions with elaboration and detail by making comments that contribute to the topic, text, or issue under discussion.</li> <li>d. Review the key ideas expressed and demonstrate understanding of multiple</li> </ul>

	perspectives through reflection and paraphrasing.
<b>Quarter 3</b>	
<b>Unit 6 (20 days)</b>  <b>Project-Based Learning: Test Project 5 (Day 1-10)</b>  <b>Project-Based Learning: Test Project 6 (Day 10-20)</b>	<b>RL 3.<sup>b</sup></b> Describe how a particular story’s or drama’s plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution.
	<b>RL 5.</b> Analyze how a particular sentence, chapter, scene, or stanza fits into the overall structure of a text and contributes to the development of the theme, setting, or plot.
<b>Unit 7 (20 days)</b>  <b>Project-Based Learning Presentation Fair (On Day 15, Scores presented on Day 16, Formative Assessments Days 17-18, Data Feedback Day 20).</b>	<b>RL 7.</b> Compare and contrast the experience of reading a story, drama, or poem to listening to or viewing an audio, video, or live version of the text, including contrasting what they “see” and “hear” when reading the text to what they perceive when they listen or watch.
	<b>RI 4.</b> Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.
	<b>RI 7.</b> Integrate information presented in different media or formats (e.g., visually, quantitatively) as well as in words to develop a coherent understanding of a topic or issue.
	<b>RI 8.</b> Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not.
	<b>W 1.</b> Write arguments to support claims with clear reasons and relevant evidence. <ul style="list-style-type: none"> <li><b>a.</b> Introduce claim(s) and organize the reasons and evidence clearly.</li> <li><b>b.</b> Support claim(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text.</li> <li><b>c.</b> Use words, phrases, and clauses to clarify the relationships among claim(s) and reasons.</li> <li><b>d.</b> Establish and maintain a formal style.</li> <li><b>e.</b> Provide a concluding statement or section that follows from the argument presented.</li> </ul>
	<b>W 4.</b> Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
	<b>W 5.</b> With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.
	<b>W 7.</b> Conduct short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate.
	<b>W 8.</b> Gather relevant information from multiple print and digital sources; assess the credibility of each source; and quote or paraphrase the data and conclusions of others

	<p>while avoiding plagiarism and providing basic bibliographic information for sources.</p> <p><b>W 9.</b> Draw evidence from literary or informational text to support analysis, reflection, and research.</p> <p><b>a.</b> Apply <i>grade 6 Reading standards</i> to literature (e.g., “Compare and contrast texts in different forms or genres [e.g., stories and poems; historical novels and fantasy stories] in terms of their approaches to similar themes and topics”).</p> <p><b>b.</b> Apply <i>grade 6 Reading standards</i> to nonfiction (e.g., “Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not”).</p>
	<p><b>SL 2.</b> Interpret information presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how it contributes to a topic, text, or issue under study.</p>
	<p><b>SL 3.</b> Delineate a speaker’s argument and specific claims, distinguishing claims that are supported by reasons and evidence from claims that are not.</p>
	<p><b>SL 4.</b> Present claims and findings, sequencing ideas logically and using pertinent descriptions, facts, and details to accentuate main ideas or themes; use appropriate eye contact, adequate volume, and clear pronunciation.</p>
	<p><b>SL 5.</b> Include multimedia components (e.g., graphics, images, music, sound) and visual displays in presentations to clarify information.</p>
	<p><b>SL 6.</b> Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate.</p>
<p><b>Quarter 4</b></p>	
<p><b>Unit 8 (24 days)</b></p> <p><b>Project-Based Learning: Electronic Portfolio Submission (Day 15)</b></p> <p><b>Whole Group Presentations: (After NC EOG testing, Days 20-24)</b></p>	<p><b>RL 9.</b> Compare and contrast texts in different forms or genres (e.g., stories and poems; historical novels and fantasy stories) in terms of their approaches to similar themes and topics.</p>
	<p><b>RI 9.</b> Compare and contrast one author’s presentations of events with that of another (e.g., a memoir written by and a biography on the same person).</p>
	<p><b>W 2.</b> Write informative/explanatory texts to examine a topic and convey ideas, Concepts, and information through the selection, organization, and analysis of relevant content.</p> <p><b>a.</b> Introduce a topic; organize ideas, Concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.</p> <p><b>b.</b> Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.</p> <p><b>c.</b> Use appropriate transitions to clarify the relationships among ideas and Concepts.</p> <p><b>d.</b> Use precise language and domain-specific vocabulary to inform about or explain the topic.</p>



	<p>e. Establish and maintain a formal style.</p> <p>f. Provide a concluding statement or section that follows from the information or explanation presented.</p>
	<p><b>W 4.</b> Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.</p>
	<p><b>W 5.</b> With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.</p>
	<p><b>W 6.</b> Use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of three pages in a single sitting.</p>
	<p><b>W 9.</b> Draw evidence from literary or informational text to support analysis, reflection, and research.</p> <p>a. Apply <i>grade 6 Reading standards</i> to literature (e.g., “Compare and contrast texts in different forms or genres [e.g., stories and poems; historical novels and fantasy stories] in terms of their approaches to similar themes and topics”).</p> <p>b. Apply <i>grade 6 Reading standards</i> to nonfiction (e.g., “Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not”).</p>



**Appendix B2: *eCourses*<sup>™</sup> Overview**

Legacy STEEL Academy is a 6-8 charter school and will ultimately serve the students in this grade span with plans to add 11th and 12th grades in Years 2 and 3. Legacy STEEL Academy will supplement aspects of its core curriculum with EdisonLearning's proprietary curriculum, *eCourses™*. The following pages consist of eCourse core curriculum and electives for the higher grade levels.

## EdisonLearning's *eCourses*™ Overview

As mentioned in the application, Legacy Academy will supplement their core curriculum with EdisonLearning's online solutions – *eCourses*™ and *eSchoolware*™ learning management system. These can be deployed individually or in combination to provide Legacy Academy with a range of options to meet its needs. When bundled as a solution, *eCourses* and *eSchoolware* form an end-to-end enterprise online learning platform that combines a complete state-of-the-art course delivery platform and information management system with a highly engaging and academically rigorous curriculum designed to meet the individual needs of a variety of 21<sup>st</sup> Century students. *eCourses* will enable students to develop the problem solving skills necessary to succeed in today's rapidly evolving, increasingly competitive world and technology industry. Additionally, we provide Foundation and Competency-based *eCourses* designed to ensure that students master core skills and knowledge that are critical building blocks for upper level academic areas. The *eCourses* curriculum was developed around three crucial elements; analysis of the current research in learning habits of students, applying the research to build the design and framework of the curriculum, and implementing the design principles to develop the components of the curriculum. EdisonLearning's curriculum team developed a modular, web-based curriculum that encompasses a variety of delivery methods to ensure the learners' success. In addition, each *eCourses* offering is designed with a host of interactive multimedia features that support diverse student needs and literacy as well as reinforce key concepts in the curriculum. Features such as interactive demonstrations, interactive games, videos, virtual science labs, and forums make courses engaging and support learning in multiple modalities. In addition, a text-to-speech tool allows all lessons and assessments to be read aloud to students, supporting literacy skills for ELLs, special education students, and students who are auditory learners. The tool also provides Spanish translation, English definitions, images where applicable, and a vocabulary document to support the development of the language. As stated earlier, the overall goal of this platform is to engage students, motivate them to progress through the coursework and to retain and apply newly attained knowledge. Examples of the diverse learning objects presented to students in the online lessons include:

- Need to Know Animations
- Instructional Videos
- Text-to-Speech Support Tools
- Discovery Education Videos
- Digital Note Taking Tools
- Explore Learning Activities
- Audio Recording Capabilities in Assessments
- Virtual Science Labs
- Extension Links
- Avatar-based Research Center
- Media and Tutoring Access in the Research Center

The modular course structure allows the custom content to be shifted and reorganized using Custom Course Builder based upon the individual learning goals of a school, or even student, to further encourage focused and effective learning. Custom Course Builder also allows the user to customize assessments. Users can choose from multiple question types such as multiple choice, matching, ordering, and essay to build an assessment. This provides the option to have both system-graded and teacher-graded items within the same assessment. This Course Builder role is available to system users (teachers, administrators, curriculum directors, etc.) that allows for quick and flexible content delivery options. For example, the curriculum department may want to build an entire nine-week course for its staff that can be used during the implementation of the a la carte model, but a teacher could build mini-courses individualized to each student.

# High School—English

## Common Core English 9



How do writers and speakers effectively communicate to their audiences? When is it appropriate to use formal or informal English? When writing or speaking, why are smooth transitions from one idea, event, or concept to another important? Learning to become an effective communicator includes knowing how to receive, evaluate, comprehend, and respond to verbal and nonverbal communication. Students learn effective communication in the context of fiction and nonfiction writings as well as in one-on-one and group discussions. Students strengthen their writing skills by varying syntax and sentence types, and through the correct use of colons, semicolons, and conjunctive adverbs. Students learn to keep their audience, task, and purpose in mind while maintaining a formal style and objective tone, and how to use style manuals and reference materials to appropriately cite sources and ensure that their writing meets the conventions of formal English.

**Prerequisite:** None

**Length:** Semester/Year

## World Literature I (Grade 9)



By examining great works of literature from around the world, students develop the skills to analyze and respond to various forms of literature, including essay, poetry, short story, and drama. The course begins by exploring some highly influential ancient pieces, and works its way forward to present-day literature. Throughout this process, students see that although language and customs change, human beings today have many of the same experiences, ideas, and feelings that they had thousands of years ago. With that knowledge, students can relate to and learn from ancient and modern authors, and can then share what they learn with those around them. Students have the opportunity to practice different skills, including reading and analysis, speaking and listening, grammar, writing, and vocabulary development. Students also learn how to use various tools for review and to reinforce understanding.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

## Common Core English 10



How can the written language be changed according to context, audience, and purpose? In this course, students explore the evolution of language in fiction and nonfiction, assess rhetorical and narrative techniques, identify and refine claims and counterclaims, and ask and answer questions to aid research. Students also evaluate and employ vocabulary and comprehension strategies to determine the meanings of figurative, connotative, technical, and content-area words and phrases.

**Prerequisite:** None

**Length:** Semester/Year

## World Literature II (Grade 10)



In World Literature II, students continue to expand their knowledge of great works of world literature from ancient to modern times. Students study various literary forms including drama, essay, poetry, folktale, epic, and biography. Through their study, students learn how to analyze and respond to the literature in greater depth and gain a clearer understanding of how literature reflects changes in language and customs. Students also work to improve their writing skills through reading and analysis, speaking and listening, and the study of grammar and vocabulary. Students learn to use various tools for review and understanding. At the end of this course, students have a knowledge of and appreciation for works of world literature.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

## Common Core English 11



What is the difference between explicit and implicit information? How do writers and speakers explicitly and implicitly communicate information? Explicit communication often uses clear, direct language. Implicit communication often incorporates figurative and connotative meanings, requiring readers and listeners to make inferences and use contextual clues to draw conclusions about ideas and events in a text. In this course, students explore and evaluate the specific choices authors and speakers make to effectively convey information both explicitly and implicitly. They also assess how language is used in spoken and written communication, focusing on usage conventions and contested usage, varied syntax, and rules for spelling. Students learn how to write essays that effectively introduce a topic, incorporate transitions, cite evidence from the related texts, and maintain a formal style and objective tone.

**Prerequisite:** None

**Length:** Semester/Year

# High School—English, *continued*

## American Literature (Grade 11)



Through a survey of American literature, students understand and appreciate American history to its fullest. Literature comes alive with an infusion of history as students read, analyze, and interpret a variety of genres, such as poetry, drama, folktale, and biography. Students are challenged to interpret each piece of literature soundly and handle literary techniques skillfully. At the end of this course, students have improved their vocabulary, grammar, usage, sentence structure, diction, punctuation, reading, speaking, listening, and writing skills.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

## Common Core English 12



How do writers manipulate language to suit context, audience, and purpose? What kinds of texts lend themselves to multiple interpretations? Why is it important to understand shades of meaning in words, phrases, and whole texts? In the context of seventeenth through twenty-first century fiction and nonfiction texts, students examine point of view, structure, and author's word choice, exploring how these elements work together to achieve specific purposes. Students apply what they learn to their own written responses to the texts they read and analyze in the course.

**Prerequisite:** None

**Length:** Semester/Year

## British Literature (Grade 12)



British literature has had an influence on American culture and its variety of literary forms. Through an examination of British literature, students become active readers; critical and logical thinkers; and clear, concise writers. Students learn a variety of strategies to develop the reading and writing skills necessary for success in any discipline. Each unit follows a structure designed to enhance existing reading, comprehension, writing, speaking and listening skills, while at the same time using British literature to develop students' vocabulary. The weekly process includes written assignments, organizational exercises, and oral presentations in podcast format. At the end of this course, students gain an understanding of British literature, and increase their reading, comprehension, speaking, listening, and writing skills.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

## SAT<sup>®</sup> Critical Reading and Writing



This course is designed to help students prepare for the critical reading and writing portions of the SAT. In addition to test-taking strategies, students learn reading comprehension strategies, including inferring ideas, understanding tone and intention, and identifying the meaning and crucial elements in a piece of writing. Students also learn about comma usage, case, identifying and creating complete sentences, and writing concise sentences with subject-verb agreement. Finally, students learn how to apply correct grammatical structure to sentences, recognize and understand modifiers and idioms, and develop a piece of writing in response to an essay question.

**Prerequisite:** None

**Length:** 9-week

## Research Paper Writing



This is a mini-course available in two different versions – grade 11 and grade 12. Students learn how to write a research paper by studying and practicing each step of the research writing process. Students begin by learning how to choose an appropriate topic for an expository research paper, and then move on the research process. The process of researching is broken down in detail: students learn how to find and evaluate sources, how to take notes, how to find and record bibliographic information, and how to avoid plagiarism by citing sources in MLA format. During the writing process, students create an outline for their paper, write a first draft, and revise and edit their papers to create a polished final project. The course ends with a reflection assignment in which the students evaluate the research process and their work. Through this course, students learn how to write an effective expository research paper.

**Prerequisite:** None

**Length:** 9-week

# High School—English Electives

## Creative Writing



For many hundreds of years, literature has been one of the most important human art forms. It allows us to give voice to our emotions, create imaginary worlds, express ideas, and escape the confines of material reality. Through creative writing, we can come to understand ourselves and our world a little bit better. This course provides students with a solid grounding in the writing process, from finding inspiration to building a basic story to using complicated literary techniques and creating hybrid forms of poetic prose and prose poetry. By the end of this course, students will learn how to discover their creative thoughts and turn those ideas into fully realized pieces of creative writing.

**Prerequisite:** None

**Length:** Semester

## Gothic Literature: Monster Stories

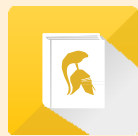


From vampires to ghosts, frightening stories have influenced fiction writers since the eighteenth century. This course will focus on the major themes found in Gothic literature and demonstrate how the writer produces psychological thrills for the reader. Terror versus horror, the influence of the supernatural, and the difference between good and evil are just a few of the themes presented. By the time students have completed this course, they will have gained an understanding of and an appreciation for the complex nature of dark fiction.

**Prerequisite:** None

**Length:** Semester

## Mythology & Folklore: Legendary Tales



Mighty heroes. Angry gods and goddesses. Cunning animals. Since the first people gathered around fires, mythology and folklore have been used to make sense of humankind and our world. Beginning with an overview of mythology and different kinds of folklore, students will journey with ancient heroes as they slay dragons and outwit gods, follow fearless warrior women into battle, and watch as clever monsters thwart those stronger than themselves. They will explore the universality and social significance of myths and folklore, and see how both are still used to shape society today.

**Prerequisite:** None

**Length:** Semester

## Public Speaking



The art of public speaking underpins the very foundations of Western society. This course examines those foundations in both Aristotle's and Cicero's views of rhetoric, and then traces those foundations into the modern world. Students will learn not just the theory, but also the practice of effective public speaking, including how to analyze the speeches of others, build a strong argument, and speak with confidence and flair. By the end of this course, students will know exactly what makes a truly successful speech and will be able to put that knowledge to practical use.

**Prerequisite:** None

**Length:** Semester

# High School—Mathematics

## Common Core Algebra I



What are algebraic expressions? How are they structured, and how can they be combined to create equations and inequalities? How do we know that the solutions we find are correct? In Algebra I, students create expressions from verbal descriptions, manipulate and transform them, and create visual models. Requiring students to explain each step helps them understand mathematical processes. Exploring functions, sequences, and their corresponding graphs helps students determine the best ways to represent each. Students examine functions graphically, numerically, symbolically, and verbally, and learn how to translate between these different forms. Students' depth of understanding increases as they perform proofs and describe data, fitting functions to their data. Students then extend their knowledge of linear and exponential relationships and apply their new understanding to create quadratic and exponential expressions as models of real-life phenomena.

**Prerequisite:** None

**Length:** Semester/Year

## Common Core Geometry

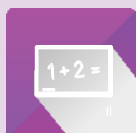


What are the different ways a figure can be transformed? What is the difference between similarity and congruence? In Geometry, students formulate mathematical arguments and create geometric constructions. Working with triangle construction to prove theorems, students employ their reasoning abilities to show similarity and congruence, and use trigonometric ratios to find missing measures in triangles. Solving problems concerning three-dimensional figures gives students the opportunity to examine formulas. Students apply their knowledge of geometric shapes using measures and properties to describe real-life objects, and connect algebra to geometry by graphing figures on the coordinate plane. Students then move to circles, exploring their properties and theorems. Next is the study of probability, in which students interpret data using independence and conditional probability, and apply the rules of probability to determine compound events and evaluate outcomes of decisions.

**Prerequisite:** Common Core Algebra I

**Length:** Semester/Year

## Common Core Algebra II



Extending their knowledge of linear, exponential, and quadratic functions to polynomial, rational, and radical functions, students in Algebra II model situations and solve equations, discovering how the rules they learned in arithmetic continue to apply as they work with polynomials. Students focus on the properties and factors of polynomials, learning to find the zeros of a polynomial and graph it as a function. Students use complex numbers to solve quadratic equations and exponential expressions, and learn how to rewrite rational expressions in different forms and solve simple rational and radical equations. Students are asked to explain how the intersection of two graphs defines a solution. The trigonometric concepts students learned previously are expanded as they focus on the unit circle and apply these concepts to models of periodic phenomena. Students then extend their knowledge of function families to model functions defined as square roots or cube roots, as well as piecewise-defined functions. A detailed look at exponential and logarithmic functions is applied to showing intercepts and end behavior. Students collect data through sample surveys, experiments, and simulations, and learn about the role of randomness in this process. Quantitative reasoning is emphasized as students compare the differences between sample surveys, experiments, and observations, and explain how randomization relates to each one. Finally, students use probability to evaluate the outcomes of decisions.

**Prerequisite:** Common Core Geometry

**Length:** Semester/Year

## Common Core Mathematics I



What are the differences between linear and exponential relationships? What are the components of mathematical expressions? What happens when one value in a data set is vastly different from the rest of the data? Students extend their understanding of linear relationships by contrasting them with exponential models and modeling linear data. As they create equations and inequalities in one or more variables, students represent the constraints of these expressions and rearrange the equations to solve for particular variables. In their comprehensive study of functions, students focus on notation, domain and range, and sequences. They also interpret the key features of the graph of a function, and build new functions or use existing functions to model relationships between quantities. Using their knowledge of relationships, students construct and compare linear, quadratic, and exponential models and use these models to solve various problems. Students learn that solving equations is a reasoning process, and are asked to explain their reasoning in solving them. As they explore descriptive statistics, students compare measures of center and spread and determine the most appropriate ways to represent data. Students also identify and interpret outliers in a data set. Finally, they prove simple geometric theorems algebraically.

**Prerequisite:** None

**Length:** Semester/Year



# High School—Mathematics, continued

## Common Core Mathematics II



Mathematics II focuses on quadratic expressions, equations, and functions and compares their characteristics and behavior to previously learned linear and exponential relationships. The course covers real and complex numbers to give students the background they need to solve all forms of quadratic equations. Students explore the structure of expressions and rewrite them to highlight pieces of the relationship. Creating and solving equations and inequalities leads to solving systems of equations involving quadratic or exponential equations. Students compute and interpret theoretical and experimental probabilities, making informed decisions as they apply their knowledge of probability. Similarity transformations give students another perspective on similarity and allow them to prove related theorems. Students prove and use geometric theorems and learn about right triangles and their related trigonometry. They then move to theorems of circles and study ways to find arc lengths and areas of sectors, and to write equations for circles and parabolas. Finally, students examine area, circumference, and volume formulas for different geometric forms.

**Prerequisite:** Common Core Mathematics I

**Length:** Semester/Year

## Common Core Mathematics III



Mathematics III challenges students to gather and apply all of the concepts they have learned in previous courses. Students apply their knowledge of probability and statistics to both given data and data they collect through sample surveys, experiments, and simulations. Students look at polynomials and operations on them, examining the relationship between zeros and factors of polynomials, and use polynomial identities to solve various problems. Students learn that the arithmetic of rational expressions follows the same rules as arithmetic with rational numbers. Students deepen their understanding of trigonometry as they develop and apply the laws of sines and cosines to find missing measures of right and other triangles, determine how many triangles can be formed from a set of side measures, and use the unit circle and model periodic phenomena using trigonometric functions. Pulling together all they have learned about function families, students analyze functions, build functions to model relationships, and build new functions from existing functions. They can also construct and compare linear, quadratic, and exponential models; use geometric shapes, their measures, and their properties to describe objects; and apply geometric concepts in modeling situations.

**Prerequisite:** Common Core Mathematics II

**Length:** Semester/Year

## Common Core Mathematics IV



Mathematics IV is a culmination of all the math concepts students have learned up to this point. In this capstone course, students perform operations with and find conjugates of complex numbers and represent them on the complex plane. Work with vectors includes recognizing the magnitude and direction of vectors and performing operations on vectors. Students also represent and manipulate data in and perform operations on matrices, applying the knowledge they gain as they represent and solve systems of linear equations. Students then analyze linear and exponential functions to show intercepts and end behavior, and delve into trigonometric functions showing period, midline, and amplitude. The course then moves to inverse functions, in which students find inverse functions and produce invertible functions from noninvertible functions by limiting the domain. Special triangles form the basis for students to geometrically determine values for sine, cosine, and tangent. Students also learn how to prove and utilize the addition and subtraction formulas for sine, cosine, and tangent and derive the equations of ellipses and hyperbolas. Cavalieri's principle is used to explain the formulas for the volume of a sphere and other solid figures. Finally, students calculate expected values and employ them to solve problems, and use probability to evaluate outcomes of decisions.

**Prerequisite:** Common Core Algebra II or Common Core Mathematics III

**Length:** Semester/Year

# High School—Mathematics, continued

## General Math



The goal of this course is to motivate students while helping them establish a strong foundation for success in developmental and consumer mathematics. The course leads students through basic mathematics and its applications, focusing on whole numbers, integers, decimals, and percentages. Students make sense of the mathematics they encounter each day, including wages, banking, interest, credit, and consumer costs. At the end of this course, students have a knowledge of and appreciation for mathematics and problem-solving that prepare them for the future.

**Prerequisite:** None

**Length:** Semester/Year

## Pre-Algebra



Pre-Algebra helps students make a successful transition from arithmetic to algebra by focusing on basic concepts of arithmetic and the applications of mathematics. Students learn about integers, fractions, decimals, expressions, equations, ratios, proportions and percentages, inequalities, graphing, probability and statistics, and geometry. The course highlights the math skills needed to be successful in everyday life and prepares students for future mathematics courses.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

## Algebra I



This course takes students on a journey through algebraic concepts and applications. The course focuses on linear equations, inequalities, functions, graphing, systems of equations, polynomials, factoring, quadratic equations, probability, statistics, rational expressions, roots, and radicals. Students build critical-thinking skills and problem-solving techniques required to grasp algebraic fundamentals. At the end of the course, students have a knowledge of and appreciation for algebra and are prepared for future mathematics courses.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

## Geometry



Through real-world examples and problems, this course encourages students to see how geometry is useful in everyday life. The course focuses on parallel lines, perpendicular lines, triangles, circles, polygons, area, volume, similarity, trigonometry, geometric reasoning, and proofs. This course also highlights building critical thinking skills and problem-solving techniques required to help students grasp geometric concepts. By the end of this course, students have knowledge of and appreciation for geometry and problem-solving that prepare them for future mathematics courses.

**Prerequisite:** Algebra I

**Foundation Course Available**

**Length:** Semester/Year

# High School—Mathematics, continued

## Algebra II



In this course, students learn algebraic concepts such as linear functions, linear systems, matrices, quadratic functions, polynomial functions, polynomials, exponential functions, logarithmic functions, rational functions, radical functions, conic sections, probability, statistics, sequence, series, and trigonometric functions. Throughout the course, students develop critical-thinking skills and problem-solving techniques. By the end of this course, students gain knowledge of and appreciation for algebra and problem-solving that prepare them for future mathematics courses.

**Prerequisite:** Algebra I

**Foundation Course Available**

**Length:** Semester/Year

## Trigonometry



This course explores trigonometric functions and practical applications of trigonometry, such as solving real-life problems through engineering, physics, construction, and design. Students investigate graphs, linear functions, quadratic functions, trigonometric functions, analytical trigonometry, analytical geometry, vectors, and advanced functions. Students develop critical-thinking skills and problem-solving techniques to help them succeed in understanding and applying trigonometric principals. By the end of this course, students gain knowledge of and appreciation for trigonometry and problem-solving that will prepare them for future mathematics courses.

**Prerequisite:** Algebra II

**Length:** Semester

## Pre-Calculus



Pre-Calculus helps students gain the knowledge they need for success in calculus and other high school math courses. The course focuses on linear, rational, polynomial, exponential, and logarithmic functions; systems of equations; systems of inequalities; matrices; trigonometry; series; sequence; probability; vectors; and analytical geometry. Throughout the course, students work to improve their critical-thinking skills and problem-solving techniques. By the end of this course, students gain knowledge of and appreciation for calculus and its applications.

**Prerequisite:** Algebra II

**Length:** Semester/Year

## Calculus



Students examine the foundational components of limits, derivatives, integrals, and series and apply this knowledge to problems in economics and physics. Derivatives are used to find lines tangent to curves and integrals. Students learn specific rules of differentiation and explore real-world applications including related rates and optimization. Students explore the graphs of functions and their first and second derivatives to determine relationships. Functions increase in complexity to include logarithmic and exponential components. Various methods of finding the area under a curve are examined and applied, and each method is supported graphically. Integration is used to revolve solids about an axis. The course ends with an exploration of series and parametric and polar scenarios. Students relate these concepts to problems in other disciplines. At the conclusion of the course, students are able to apply their knowledge to physics problems related to speed, velocity, acceleration, and jerk, and find the volume of an object with curved sides, such as a barrel.

Also available to students is a 45-lesson course designed to prepare them for advanced standardized assessments in calculus. Units 1 and 2 provide a review of derivatives and a number of application problems. Students take the first and second derivatives of functions and work with graphs, examining domain, range, extrema, and concavity as they relate to differentiation. Students look at different types of limits. As they review integration, students find areas under curves, areas between curves, and volumes of solids, and apply integration to physics problems. Unit 3 examines integration by parts, partial fractions, and improper integrals. Students also complete problems working with polar coordinates. The end of this course focuses on specific series and sequences as they relate to previously learned calculus concepts.

**Prerequisite:** Pre-Calculus

**Length:** Semester/Year

# High School—Mathematics, continued

## Probability



In this course, students take a comprehensive and engaging look at the field of probability. They begin by learning the basic terms, types, theories and rules of probability. Next, the course covers random outcomes and normal distributions, as well as binomial probabilities. Finally, students learn about geometric probability, sampling distribution, how to understand populations, and the central limit theorem. By the end of this course, students gain a knowledge of and appreciation for the field of probability and how it is used in everyday life.

**Prerequisite:** None

**Length:** 9-week

## Statistics



This course opens students' eyes to the many uses of statistics in the real world—from sports and the weather to health and politics. Students learn basic concepts, how to use graphs to represent data, and ways to analyze data. They explore statistical relationships, including the use of correlations, residuals and residual plots, and scatter plots. Finally, students learn how to model nonlinear relationships using exponential and logarithmic functions and how to design a sample to produce the correct type of data (observational vs. experimental). By the end of this course, students gain a knowledge of and appreciation for the field of statistics and its application in the real world.

**Prerequisite:** None

**Length:** 9-week

## SAT<sup>®</sup> Mathematics



This course helps students prepare for the mathematics portion of the SAT<sup>®</sup> by equipping them with the knowledge and strategies needed to succeed. Students learn about basic mathematical theories and operations, including rational numbers, integers, methods to solve counting problems, and the characteristics of sequences and series of numbers. Students then learn how to use algebra for solving problems, including polynomial functions, linear equations and inequalities, and variation. The final unit covers geometric shapes and how to calculate the area and perimeter of polygons and the circumference of circles. Students also learn how to solve for missing angles and sides of triangles, and understand lines, similar figures, and ratios.

**Prerequisite:** None

**Length:** 9-week

# High School—Science

## Physical Science



Physical Science is an interactive and engaging course that covers the sciences of chemistry and physics. The course begins with a unit on the nature of science and a review of measurement and its importance. The course proceeds with the study of chemical principles, exposing students to topics such as the properties of matter, the structure of the atom, the formation of bonds, and the properties of solutions. The course then moves to the science of physics, describing the topics of motion, force, work, and energy. Students apply their knowledge of these topics through problems, explanations, graphs, and virtual lab activities.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

## Earth Science



Earth Science is the combined study of how geology, physics, chemistry, and biology impact the universe; of the Earth's internal processes; and of the structure and relationships of the natural world. In this interactive and engaging course, students study air, water, and the physical processes that shape the physical world, and how human civilization has impacted the balance of nature. Students learn about the modern science behind topics such as continental drift, fossil dating, the cause of the seasons, natural disasters, ocean ecosystems, and alternative energy sources. At the end of this course, students have an understanding of and appreciation for earth science, and a solid foundation for future science studies.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

## Biology



The science of Biology is large, complex, and constantly changing. This course provides students with a broad and interactive experience covering the main topics of biological science. Topics range from cell reproduction to the diversity of life. Students also learn about the chemical components of life, the process of energy conversion, and life's functions. The course explores genetics and evolution, incorporating the latest scientific research. Finally, the course covers ecology to raise students' awareness of the many challenges and opportunities in the modern biological world. Throughout the course, students complete lab activities that reinforce the material and provide an opportunity to apply their knowledge through interactive experiments and activities.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

## Chemistry



Chemistry is an important science that challenges students to apply their studies in previous sciences to new theories, models, and problems. The course begins with a discussion of the history and importance of chemical principles; moves through the various models of the atom and chemical reactions; explores relationships among liquids, gases, and solids; and investigates the role of energy in these relationships. The course ends with a unit on organic chemistry, a branch of the science that focuses on the molecules that are important to living things. Lab activities throughout the course reinforce the material and provide an opportunity for students to apply their knowledge through hands-on experiments and activities.

**Prerequisite:** Algebra I

**Foundation Course Available**

**Length:** Semester/Year

# High School—Science, continued

## Physics



This course is designed to provide students with an overview of traditional physics and the latest, most modern research in the field today. Beginning with Newtonian mechanics, students learn that every object is acted upon by multiple and predictable forces. The course moves on to investigate the laws of thermodynamics, covering fluid mechanics and the relationships between matter and energy. The course also explores the various models used to explain and apply the universal forces of electricity and magnetism. Students learn the characteristics of waves and the basics of optics before the final set of lessons on atomic physics. Here, students review the characteristics of the atom and its elemental particles, and apply their knowledge to modern physics.

**Prerequisite:** Algebra II

**Length:** Semester/Year

## Astronomy



In this course, students take a fascinating journey through the cosmos and learn basic concepts in the study of astronomy. The course begins with the celestial objects closest to home, scanning the solar system to provide students with an overview of the planets, moons, asteroids, and comets that revolve around the Sun. The course then moves beyond the solar system to cover the characteristics of our galaxy, the Milky Way. Students may be amazed to learn the sheer size of this system and of other galaxies nearby, and about the formation and death of stars, supernovas, black holes, and even theoretical wormholes. Finally, the course reaches to the edges of time and space to investigate the properties of the universe as a whole, when students learn about theories explaining the very beginnings of existence and the expansion of the universe. Students also learn about Einstein's theory of relativity, time travel, and the search for extra-solar planets.

**Prerequisite:** None

**Length:** 9-week

## Life Science



This survey of the biological sciences introduces students to the structure and function of living things and the natural relationships that exist on Earth. The course begins with the definition of life and a discussion of how living things are classified and organized by scientists. Students then work through material that presents the molecular building blocks of organisms, both microscopic and macroscopic views of life, the diversity and universality of species, and the characteristics of various groups of life. The course culminates with a unit on evolution, asking students to apply what they learned about the natural world to the complex relationships and environmental factors that have shaped the ever-changing species sharing the world today.

**Prerequisite:** None

**Length:** Semester

## Superstars of Science



Superstars of Science helps students appreciate the accomplishments and impact of the most influential scientists on today's society, from scientists who lived in ancient Greece to those who are still alive and working today. The timeline structure allows students to see how science is cumulative in nature and how the discoveries and inventions of every scientist are influenced by past breakthroughs. It is commonly said that every great scientist stands on the shoulders of those in the past; this course explores that concept. The biography of each scientist, one per lesson, includes not only their contributions to their field, but the context of their work at the time and the world's reaction to their groundbreaking ideas.

**Prerequisite:** None

**Length:** 9-week

# High School—Science, continued

## Environmental Science



Environmental Science, sometimes referred to as Ecology, is the study of the relationships and interdependence of organisms and their connection to the nonliving, or abiotic, factors in the natural world. This course provides students with a profile of the living relationships, abiotic factors, human influences, and current state of Earth's ecosystems. The course begins with a review of science as a process and the general components of Earth's structure that impact life. It then progresses through a study of the living groups and their relationships to one another, focusing on the balance achieved by nature through these relationships. The course explores populations and provides examples of unchecked growth and rapid extinction in the context of their effect on ecosystems. The course dedicates a unit to aquatic ecosystems and organisms, and the results of human impact. After covering the influence of energy extraction, production, and use, the course ends by examining the positive influence humans can have on the environment through conservation and sound management practices.

**Prerequisite:** None

**Length:** Semester

## Epidemiology



Epidemiologists investigate the causes of disease and other public health problems in an effort to prevent them from spreading. This course introduces students to the field of epidemiology, including the basic concepts related to infectious disease, specializations in epidemiology, and study design. Students learn about the specific parts of an epidemiology study and why they are important, including types of sampling, selection bias, standardization, confidence intervals, and evidence-based research.

**Prerequisite:** None

**Length:** 9-week

## Anatomy and Physiology



Why is the human body so complex? How do all the different structures of the body work together? In Anatomy and Physiology, students survey the different systems of the human body, with an emphasis on the relationship between structure and function. The course begins by teaching the language of anatomy and familiarizing students with the building blocks of the human body: cells and tissues that combine to create the complex organs and support structures of the body. Students get to know their bodies inside and out, from the skin that covers and protects the entire body to the skeleton and the attached muscles that provide support and create movement. Moving deeper inside, students explore the cardiovascular, respiratory, urinary, and digestive systems, which work together to supply the body with nutrients and rid it of wastes. Students also learn how the nervous and endocrine systems respond to the environment and maintain a state of balance. Students study the reproductive system as they follow the development of a human from a single-celled zygote to a mature adult. Interwoven throughout many lessons is information about genetic diseases, dysfunctions, and ailments such as diabetes, HIV, and arthritis. By the end of this course, students will feel as if they have read the owner's manual for their bodies.

**Prerequisite:** Biology

**Length:** Semester/Year

## Natural Disasters



Natural disasters can strike almost anywhere, at nearly any time. This course provides an overview of the different types of catastrophic forces of nature and their impact on the populations that they strike. The course gives students a greater understanding of the causes and effects of natural disasters; students also investigate what can be done to prevent such disasters. The first unit covers land-based events, detailing how scientists predict and react to avalanches, earthquakes, volcanic eruptions, mudslides, and fires. The second unit focuses on catastrophic events that begin in the ocean and atmosphere, describing the impact of flooding, hurricanes, blizzards, and droughts. In the third unit, students learn how disease spreads and how quickly it can impact the world's population. The final unit looks skyward for potential catastrophic impacts from comets and asteroids.

**Prerequisite:** None

**Length:** 9-week

# High School—Science, continued

## Forensics



This engaging course introduces students to the field of forensics through a comprehensive look at related careers, laboratories, crime scene processing, evidence, and the impact of media on criminal investigations and trials. Students learn about specific techniques used in crime scene investigations, including autopsy, fingerprint analysis, DNA fingerprinting, and other types of evidence and analysis important to solving crimes. At the end of the course, students are introduced to a variety of specialized forensic sciences, analyze specific case studies, and learn about the Innocence Project and Freedom Project.

**Prerequisite:** None

**Length:** 9-week

## Genetics



Through this introduction to the field of genetics, students learn about the theories of Darwin and Wallace; the concepts of adaptation, genotype, and phenotype; and basic concepts related to cells, DNA, and RNA. Students study Gregor Mendel's pioneering work in genetic variation, and the basic concepts that have been developed since. Finally, students explore applications of genetics, including metagenomics, genetically modified organisms, DNA technologies, genetic testing, and other clinical and nonclinical applications of genetics.

**Prerequisite:** None

**Length:** 9-week

## Stem Cells



In this course, the diverse and rapidly changing field of stem cell research comes alive for students. Students learn about the different types of stem cells, how stem cells were discovered, their importance to research, and the goals, challenges, and controversies in the field. Students explore human and mouse embryonic stem cells and a variety of stem cells found in different parts of the body, as well as the potential clinical applications of these cells to human medicine. Finally, students study stem cell research models.

**Prerequisite:** None

**Length:** 9-week

## Biotechnology



This course provides students with a comprehensive and engaging look at the field of biotechnology. Students explore the history of biotechnology and advances in the field, as well as basic information about biotechnology laboratories and careers. Students learn about chemistry and the units of measurement used in biotechnology, and the basic biology of the cell, DNA, RNA, and proteins. The course concludes with a survey of the applications of biotechnology in the research lab and in industry, including enzymes, techniques, and plasmids.

**Prerequisite:** None

**Length:** 9-week

## Introduction to Technological Sciences



In this course, students learn about three main fields of technological science: engineering, biotechnology, and information technology. The first unit of the course surveys 15 distinct sub-fields of engineering, exploring the science background, real-world applications, and career opportunities in fields including aerospace, nuclear, and software engineering. In the second unit, students study cutting-edge biotechnology topics such as gene therapy, bioengineering crops, and biodegradation. The final unit focuses on the study of informational technology, covering computer networking, data storage, and data encryption for secure communications.

**Prerequisite:** None

**Length:** 9-week



# High School—Science, continued

## Sports Medicine



In this course, students explore how to keep the human machine in optimal condition. They learn about various aspects of sports medicine, including careers, basic concepts, and techniques. Students also learn about sports injuries and how they are treated so athletes can continue to compete. At the end of this course, students have a knowledge of and appreciation for the field of sports medicine and its applications.

**Prerequisite:** None

**Length:** 9-week

## Sports Science



Modern-day sports and the world-class athletes who excel at them take center stage in this journey through sports science. This course provides students with a survey of the impact of physics, biomechanics, and physiology on 14 modern sports. The first unit describes the role physics plays in a variety of sports, from the aerodynamics involved in auto racing to the force behind a boxer's right hook. The next unit investigates the biomechanics of these sports, discussing concepts like the contortion of a gymnast's body and the cause of tennis elbow. The last unit focuses on the limits of the human body, describing the energy used by cyclists during a mountain climb through the Alps and the reaction time required to hit a fastball traveling at 90 miles per hour. Overall, the course presents engaging information that will forever change how students perceive world-class athletes and competition.

**Prerequisite:** None

**Length:** 9-week

# High School—Science Electives

## Archeology: Detectives of the Past



George Santayana once said, “Those who cannot remember the past are condemned to repeat it.” The field of archeology helps us to better understand the events and societies of the past that have helped to shape our modern world. This course focuses on the techniques, methods, and theories that guide the study of the past. Students will learn how archaeological research is conducted and interpreted, as well as how artifacts are located and preserved. Finally, students will learn about the relationship of material items to culture and what we can learn about past societies from these items.

**Prerequisite:** None

**Length:** Semester

## Astronomy: Exploring the Universe



Why do stars twinkle? Is it possible to fall into a black hole? Will the Sun ever stop shining? Since the taking the first glimpse of the night sky, humans have been fascinated with the stars, planets, and universe that surrounds us. This course will introduce students to the study of astronomy, including its history and development, basic scientific laws of motion and gravity, the concepts of modern astronomy, and the methods used by astronomers to learn more about the universe. Additional topics include the solar system, the Milky Way and other galaxies, and the Sun and stars. Using online tools, students will examine the life cycle of stars, the properties of planets, and the exploration of space.

**Prerequisite:** None

**Length:** Semester

## Biotech: Unlocking Nature’s Secrets



In today’s world, biotechnology helps us grow food, fight diseases, and create alternative fuels. In this course, students will explore the science behind biotechnology and how this science is being used to solve medical and environmental problems.

**Prerequisite:** None

**Length:** Semester

## Criminology: Inside the Criminal Mind



In today’s world, crime and deviant behavior rank at or near the top of many people’s concerns. In this course, we will study the field of Criminology, the study of crime. We will look at possible explanations for crime from psychological, biological, and sociological perspectives; explore the categories and social consequences of crime; and investigate how the criminal justice system handles not only criminals, but also their misdeeds. Why do some individuals commit crimes while others do not? What aspects in our culture and society promote crime and deviance? Why are different punishments given for the same crime? What factors, from arrest to punishment, help shape the criminal case process?

**Prerequisite:** None

**Length:** Semester

## Forensic Science I: Secrets of the Dead



Fingerprints. Blood spatter. DNA analysis. The world of law enforcement is increasingly making use of techniques and knowledge from the sciences to better understand the crimes that are committed and to catch the individuals responsible for those crimes. Forensic science applies scientific knowledge to the criminal justice system. This course focuses on some of the techniques and practices used by forensic scientists during a crime scene investigation (CSI). Starting with how clues and data are recorded and preserved, the student will follow evidence trails until the CSI goes to trial, examining how various elements of the crime scene are analyzed and processed.

**Prerequisite:** None

**Length:** Semester

## Forensic Science II: More Secrets of the Dead



Although the crime scene represents the first step in solving crimes through forensic science, the crime laboratory plays a critical role in the analysis of evidence. This course focuses on the analysis of evidence that takes place within this setting. We will examine some of the basic scientific principles and knowledge that guide forensic laboratory processes, such as those testing DNA, toxicology, and material analysis. Techniques such as microscopy, chromatography, odontology, entomology, mineralogy, and spectroscopy will be examined.

**Prerequisite:** Forensic Science I

**Length:** Semester

# High School—Science Electives, *continued*

## Great Minds in Science: Ideas for a New Generation



Is there life on other planets? What extremes can the human body endure? Can we solve the problem of global warming? Today, scientists, explorers, and writers are working to answer all of these questions. Like Edison, Einstein, Curie, and Newton, the scientists of today are asking questions and working on problems that may revolutionize our lives and world. This course focuses on ten of today's greatest scientific minds. Each unit takes an in-depth look at one of these individuals, and shows how their ideas may help to shape tomorrow's world.

**Prerequisite:** None

**Length:** Semester

## Health Science I: The Whole Individual



Will we ever find a cure for cancer? What treatments are best for conditions such as diabetes and asthma? How are illnesses including meningitis, tuberculosis, and the measles identified and diagnosed? Health sciences provide the answers to questions such as these. In this course, students will be introduced to the various disciplines within the health sciences, including toxicology, clinical medicine, and biotechnology. They will explore the importance of diagnostics and research in the identification and treatment of diseases. The course presents information and terminology related to the health sciences and examines the contributions of different health science areas.

**Prerequisite:** None

**Length:** Semester

## Health Science II: Patient Care and Medical Services



Health Science II is designed to further the student's understanding of the health care workplace, including patient and caregiver interactions and how various members of the health care team work together to create an ethical, functional, and compassionate environment for patients.

**Prerequisite:** Health Science I

**Length:** Semester

## Introduction to AgriScience



In this course, students will learn more about the development and maintenance of agriculture, animal systems, natural resources, and other food sources. Students will also examine the relationship between agriculture and natural resources and the environment, health, politics, and world trade.

**Prerequisite:** None

**Length:** Semester

## Veterinary Science: The Care of Animals



As animals play an increasingly important role in our lives, scientists have sought to learn more about their health and well-being. Taking a look at the animals that live in our homes, on our farms, and in zoos and wildlife sanctuaries, this course will examine some of the common diseases and treatments for domestic animals. Toxins, parasites, and infectious diseases impact not only the animals around us, but can sometimes affect humans as well. Through veterinary medicine and science, the prevention and treatment of diseases and health issues are studied and applied.

**Prerequisite:** None

**Length:** Semester

# High School—Social Studies

## Early World History



Starting at the dawn of civilization and arriving at the doorstep of the Renaissance, Early World History introduces students to the major events that laid the foundations of the modern world. This course exposes students to the development of the world's early civilizations and the cultures that created them. Students experience the rituals of the Aztecs, the might of the Roman legions, and the building of the Great Wall of China. From these ancient beginnings, students trace the development of empires, the emergence of the world's major religions, and the mechanisms of trade and conflict that brought cultures together. Thematically, the course focuses on how empires have interacted to spread goods, ideas, and technological innovations such as silk and gunpowder. The course traces major events from ancient Mesopotamia through the Black Death of the fourteenth century, preparing students to explore more recent world history in future courses.

**Prerequisite:** None

**Length:** 9-week

## World History



World History takes students on a journey through the events that have shaped the modern world, and the leaders who changed the course of history. The material is organized sequentially, exploring history from 1400 CE to the present day. Topics covered include the Renaissance, the French Revolution, the Industrial Revolution, and the World Wars. At the end of this course, students have an appreciation for the relationship between past events and the characteristics of the present day.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

## Early American History



This course provides students with a comprehensive and engaging look at early American history from the impact of the early Spanish explorers through the Civil War. Students learn about key events of European exploration and colonization of the Americas. Students learn about the establishment of the United States as an independent country, the importance of the US Constitution, and the impact of the Constitution on the continued development of the country. At the completion of this course, students have both a knowledge of and appreciation for the early history of the United States.

**Prerequisite:** None

**Length:** 9-week

## American History



This course takes students on a journey through the key events that have shaped America as a nation, from the end of the Civil War in 1865 to the height of the Cold War in 1980. The journey begins with the Reconstruction, a period of great transition and opportunity to heal a broken nation. Students witness the great migration westward and explore how the Industrial Revolution and waves of immigration fueled the flames of the American spirit today. The course details the challenges America faced and how equality was elusive for populations of American Indians, African Americans, immigrants, and women. Students learn how the core values of the founding fathers eventually prevailed and led to the Women's Suffrage and Civil Rights Movements. The course closely examines the impact of war, with units covering the role of the United States in World War I, World War II, the Korean War, and the Vietnam War. Throughout their journey, students encounter the great political, industrial, military, and human rights leaders who shaped America into a beacon of hope.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

# High School—Social Studies, *continued*

## US Government



This stimulating course offers students a comprehensive examination of the US government. Students explore the evolution of American democracy, from its birth in the 18th century to the expansive role of federal, state, and local governments today. The course covers topics such as changes to the Constitution, the function of the Supreme Court, the structure of Congress, and the importance of the media in providing a basis for the functions of government. The course explores the relationship between the political parties and lobbyists, and the process of monitoring and funding federal elections. Students understand the roles of state and local governments and their impact on our daily lives. At the end of this course, students have a knowledge of and appreciation for the workings and history of the US government and its impact on American society.

**Prerequisite:** None

**Foundation Course Available**

**Length:** Semester/Year

## World Geography



This course explores the world's geographical divisions and the differences between Earth and the other planets in our solar system. In addition to Earth's geographical divide, the course explores how the cultural divide between countries impacts international relations. Through the study of geography, students analyze energy usage and explore ways to make the most of our planet without abusing its resources. The study of world geography through historical, cultural, physical, and economic lenses offers students a different perspective and understanding of our world.

**Prerequisite:** None

**Length:** Semester/Year

## Macroeconomics



Students study macroeconomics, which deals with the economies of nations and regions. Students will learn how these economies function and measure up against one another by exploring concepts including gross domestic product (GDP), unemployment rates, and price indices. At the end of this course, students will be able to understand the world economy and recognize the events and people who have contributed to our understanding of macroeconomics.

**Prerequisite:** None

**Length:** Semester

## Microeconomics



In Microeconomics, students learn about the basic structure of economics and how it affects world events and people's everyday lives. Upon completing this course, students have a better understanding of personal finance, the role and process of taxation, and the risks and rewards of investment. The course discusses the need for economic systems, examines the concepts of supply and demand and consumer theory, and evaluates past and present occupation trends. Students compare the mixed economies of various nations; learn about traditional, command, and market economies; and examine the role of government in regulating the economy.

**Prerequisite:** None

**Length:** Semester

## Psychology



In this course students learn how their senses, perceptions, emotions, and intelligence influence the way they think, feel, and learn. In this course, students learn about the field of psychology, including the concepts and tools used to assess intelligence, sensation and perception, memory, motivation and emotion, and learning. At the end of this course, students gain both knowledge of and appreciation for psychology and how it affects everyone.

**Prerequisite:** None

**Length:** Semester

## Sociology



The field of sociology explores the development, dynamics, and structure of societies, and society's connections to human behavior. Sociology examines the ways in which groups, organizations, communities, social categories (such as class, sex, age, or race), and various social institutions (such as kinship, economic, political, or religious) affect human attitudes, actions, and opportunities. In this course, students learn about the concepts and tools used to understand individuality, social structure, inequality, family structure, education, economics, politics, and social change.

**Prerequisite:** None

**Length:** Semester

# High School—Social Studies Electives

## Anthropology I: Uncovering Human Mysteries



The aim of anthropology is to use a broad approach to gain an understanding of our past, present, and future, and in addition address the problems humans face in biological, social, and cultural life. This course will explore the evolution, similarity, and diversity of humankind through time. It will look at how we have evolved from a biologically and culturally weak species to one that has the ability to cause catastrophic change. Exciting online video journeys to different areas of the anthropological world are just one of the powerful learning tools utilized in this course.

**Prerequisite:** None

**Length:** Semester

## Anthropology II: More Human Mysteries Uncovered



Anthropology has helped us better understand cultures around the world and those of different times. This course continues the study of global cultures and the ways that humans have made sense of their world. We will examine some of the ways that cultures have understood and given meaning to different stages of life and death. The course will also examine the creation of art within cultures and examine how cultures evolve and change over time. Finally, we will apply the concepts and insights learned from the study of anthropology to several cultures found in the world today.

**Prerequisite:** Anthropology I

**Length:** Semester

## Entrepreneurship I: Starting Your Business



Do you dream of owning your own business? This course can give you a head start in learning about what you'll need to own and operate a successful business. Students will explore creating a business plan, financing a business, and pricing products and services.

**Prerequisite:** None

**Length:** Year

## History of the Holocaust



Holocaust education requires a comprehensive study of not only times, dates, and places, but also the motivation and ideology that allowed these events. In this course, students will study the history of anti-Semitism; the rise of the Nazi party; and the Holocaust, from its beginnings through liberation and the aftermath of the tragedy. The study of the Holocaust is a multi-disciplinary one, integrating world history, geography, American history, and civics. Through this in-depth, semester-long study of the Holocaust, students will gain an understanding of the ramifications of prejudice and indifference, examine how a government can foster terror, and see evidence of the kindness and humanity that exist even in the worst of times.

**Prerequisite:** None

**Length:** Semester

## Human Geography: Our Global Identity

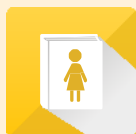


How do language, religion, and landscape affect the physical environment? How do geography, weather, and location affect customs and lifestyle? Students will explore the diverse ways in which people affect the world around them and how they are affected by their surroundings. Students will discover how ideas spread and cultures form, and learn how beliefs and architecture are part of a larger, culture complex. In addition to introducing students to the field of Human Geography, this course will teach students how to analyze humans and their environments.

**Prerequisite:** None

**Length:** Semester

## Intro to Women's Studies: A Personal Journey Through Film



This course examines the experiences of women and how those experiences are portrayed in film. Students will examine the changing roles of women in society as well as the unique ways that film can be used to communicate ideas.

**Prerequisite:** None

**Length:** Semester

# High School—Social Studies Electives, *continued*

## Law & Order: Introduction to Legal Studies



Every society has laws that its citizens must follow. From traffic laws to regulations on how the government operates, laws help provide society with order and structure. Our lives are guided and regulated by our society's legal expectations. Consumer laws help protect us from faulty goods; criminal laws help to protect society from individuals who harm others; and family law handles the arrangements and issues that arise in areas like divorce and child custody. This course focuses on the creation and application of laws in various areas of society. By understanding the workings of our court system, as well as how laws are actually carried out, we become more informed and responsible citizens in our communities and of our nation.

**Prerequisite:** None

**Length:** Semester

## Personal Psychology I: The Road to Self-Discovery



Self-knowledge is the key to self-improvement. More than 800,000 high school students take psychology classes each year to learn more about themselves and others. Students will study the stages of development including infancy, childhood, and adolescence. The course also covers perception and states of consciousness. Online psychology experiments in which students learn about their behavior are featured as part of this course.

**Prerequisite:** None

**Length:** Semester

## Personal Psychology II: Living in a Complex World



Enrich the quality of your life by learning to understand the actions of others! Topics include the study of memory, intelligence, emotion, health, stress, and personality. This course features exciting online psychology experiments involving the world around us.

**Prerequisite:** Personal Psychology I

**Length:** Semester

## Philosophy: The Big Picture



This course will take you on an exciting adventure that covers more than 2,500 years of history! Along the way, you'll run into some interesting characters. For example, you'll read about a man who hung out on street corners, barefoot and dirty, pestering everyone he met with questions. You'll learn about another eccentric who climbed inside a stove to think about whether he existed. Despite their seemingly odd behavior, these and other philosophers of the Western world are among the most brilliant and influential thinkers of all time. As you learn about these great thinkers, you'll come to see how and where many of the most fundamental ideas of Western civilization originated. You'll also get a chance to ask yourself some of the same questions these great thinkers pondered. By the end of this course, you will better understand yourself and the world around you.

**Prerequisite:** None

**Length:** Semester

## Social Problems I: A World in Crisis



Students will become aware of the challenges faced by social groups and learn about the complex relationship among societies, governments, and individuals. Each unit is focused on a particular area of concern, often within a global context, and examines possible solutions at both the individual and structural levels. Students will not only learn more about how social problems affect them personally, but begin to develop the skills necessary to help make a difference in their communities and the world.

**Prerequisite:** None

**Length:** Semester

## Social Problems II: Crisis, Conflicts, & Challenges



The Social Problems II course continues to examine current social issues affecting individuals and societies around the globe. Each unit focuses on a particular social problem, including racial discrimination, drug abuse, the loss of community, and urban sprawl. Students learn about the overall structure of the social problem, its relevance to their lives, and possible solutions at both individual and structural levels. For each issue, students examine the connections in the global arena involving societies, governments, and individuals.

**Prerequisite:** Social Problems I

**Length:** Semester

# High School—Social Studies Electives, *continued*

## Sociology I: The Study of Human Relationships



The world is becoming more complex. How do your beliefs, values, and behavior affect the people around you and the world as a whole? This course will examine social problems in our increasingly connected world, and discuss how human relationships can strongly influence and impact individuals' lives. Exciting online video journeys to different regions are an important component of this relevant and engaging course.

**Prerequisite:** None

**Length:** Semester

## Sociology II: Your Social Life



The world is becoming more complex. How do your beliefs, values, and behavior affect the people around you and the world as a whole? This course will examine social problems in our increasingly connected world, and discuss how human relationships can strongly influence and impact individuals' lives. Exciting online video journeys to different regions are an important component of this relevant and engaging course.

**Prerequisite:** Sociology I

**Length:** Semester

## World Religions: Exploring Diversity



Throughout the ages, religious thought has had a role in shaping the political, social, and cultural aspects of societies. This course focuses on several of the religions that have played a role in human history, including Buddhism, Christianity, Confucianism, Hinduism, Islam, Judaism, Shintoism, and Taoism. Students will trace the major developments in these religions and explore their relationships with social institutions and culture. The course will also discuss some of the similarities and differences among the major religions.

**Prerequisite:** None

**Length:** Semester



# High School—World Languages

## Spanish I



This introductory course provides a solid foundation for students to build proficiency in listening, speaking, reading and writing in Spanish, and provides students with basic skills and contextual information for using Spanish. Each unit presents new information including useful vocabulary and grammatical structures, and introduces relevant cultural information. At the end of this course, students have the basic skills and contextual information required for using Spanish in their professional and daily lives, and when traveling abroad.

**Prerequisite:** None

**Length:** Semester/Year

## Spanish II



In Spanish II, students are immersed in the Spanish language and in the cultural aspects of Spanish-speaking countries. Students build on what they learned in Spanish I, with a study of Spanish grammar and emphasis on increasing their skills in listening, writing, reading, and speaking in Spanish. At the end of this course, in addition to improving their Spanish language skills, students have a knowledge of and appreciation for the culture of Spanish-speaking countries, including the events and people that have impacted its growth.

**Prerequisite:** Spanish I

**Length:** Semester/Year

## Spanish III



In this level three Spanish course, students apply what they learned in previous courses to conversational Spanish. Students explore cultural aspects of Spanish-speaking countries ranging from schools and careers to sports and authors. At the end of this course, students have improved Spanish language skills, and can express themselves in Spanish conversation.

**Prerequisite:** Spanish II

**Length:** Semester/Year

## Spanish IV



From the Caribbean to South America, and Mexico to Spain, students continue their exploration of Spanish and Latin American language and culture. The course provides students with an advanced knowledge of and deep appreciation for the many Spanish-speaking peoples and countries around the world. At the completion of this course, students will have gained the knowledge and skills to speak, read, and write in the Spanish language with basic fluency.

**Prerequisite:** Spanish III

**Length:** Semester/Year

## French I



French I is a comprehensive and engaging introduction to French language and culture. After mastering the French alphabet and numbers, students study French culture, events, and people. By the end of the course, students have a foundation in the study of French, are able to engage in French conversation, and have built a solid foundation for further French language study.

**Prerequisite:** None

**Length:** Semester/Year

## French II



In French II, students continue their virtual tour through France and other French-speaking countries and regions. This second-level French course takes a historical perspective in teaching the language, covering historical events and historical figures. By the end of this course, students have gained a deeper knowledge of and appreciation for the French culture and language.

**Prerequisite:** French I

**Length:** Semester/Year

# High School—World Languages, *continued*

## French III



This course continues to build students' vocabulary, grammar, and communication skills with the objective of improving student achievement in reading, writing, and speaking French. Students apply what they have learned in previous French courses to French conversation. At the end of this course, students are able to express themselves in French.

**Prerequisite:** French II

**Length:** Semester/Year

## French IV



In this level four French course, students apply the knowledge they gained in previous French courses to become true Francophones. Students explore exciting eras of French history, from the Crusades to the Renaissance to the modern day, learning about famous authors and historical figures along the way. The course provides students with an advanced knowledge and deep appreciation of the French language and culture. At the end of this course, students are able to speak, read, and write in French with basic fluency.

**Prerequisite:** French III

**Length:** Semester/Year

## German I



German I is a comprehensive and engaging look at the German language and culture and focuses on the most essential information needed to communicate in German. After mastering the German alphabet and numbers, students study German culture, events, and people. By the end of the course, students have a foundation in the study of German and can engage in conversational German.

**Prerequisite:** None

**Length:** Semester/Year

## German II



Building upon the content learned in German I, students are immersed in the language, while learning cultural aspects of German-speaking countries. The course emphasizes increasing students' skills in understanding spoken German, and writing, reading, and speaking in German. German II provides a comprehensive review of German grammar while improving students' vocabulary skills. At the end of this course, students have a knowledge of and appreciation for the German people and language.

**Prerequisite:** German I

**Length:** Semester/Year

# High School—Electives

## Career Explorations



How do you decide what type of career to pursue? What steps can you take to get a job in your desired field? Career Explorations provides students with employment data and career resources to analyze job opportunities and prepare for their careers. Students learn about careers and the relationships between education, career, and earning potential. Students then match their interests with career opportunities and build a career map. The course defines essential professional skills such as communication, teamwork, organization, and leadership. Lessons also include explanations of personal attributes including flexibility, responsibility, and dependability. At the end of the course, students explore networking, résumés, using social media, and how to apply for jobs and prepare for interviews.

**Prerequisite:** None

**Length:** 9-week

## Chemical Engineering



This course offers students a comprehensive and engaging look at the field of chemical engineering. Students learn the basic concepts used in chemical engineering, including systems of units, the periodic table of the elements, molecules, compounds, bonding, temperature, and pressure. Students explore chemical systems and reactions, including stoichiometry, open and closed systems, multiple-component systems, and chemical reactions. Finally, students study gases and gas laws, pressure, systems, energy, and enthalpy. At the end of this course, students have gained a knowledge of and appreciation for chemical engineering and its growing importance in today's society.

**Prerequisite:** None

**Length:** 9-week

## Computer Engineering



In this course, students learn the basic concepts used in computer engineering, including the essential parts of a computer, how information is quantified, organized, and used, and the different types of information. Students learn about information compression and information theory, the different types of coding, the theory of sound, and how sound is converted into a signal. Finally, students learn about applications of computer engineering, including digital telephones, real-time data transmission, bandwidth limits, different types of systems, and information security.

**Prerequisite:** None

**Length:** 9-week

## Electrical Engineering



In this introduction to electrical engineering, students learn about basic electrical engineering concepts including electricity, circuits, energy, work, power, the components of circuits, and some simple applications of electricity. Students explore basic circuit concepts, including series and parallel circuits, laws of electricity, and how circuits are used. At the end of this course, students have a knowledge of and appreciation for the field of electrical engineering and its many applications.

**Prerequisite:** Algebra I

**Length:** 9-week

## Fitness



This Fitness course is all about ways to lead an active, healthy life. The course provides up-to-date information to help students establish healthier lifestyles and a better understanding of the close relationship between physical activity, nutrition, and overall health. This course supports and encourages students to develop an individual optimum level of physical fitness, acquire knowledge of physical fitness concepts, and understand the importance of a healthy lifestyle. At the end of this course, students have a knowledge of and appreciation for fitness and its impact on everyone.

**Prerequisite:** None

**Length:** Semester

## Health



This course is organized as a journey through health and wellness today. Today, health no longer means just the absence of illness; health also refers to the overall well-being of your body, your mind, and your relationships with others. The course shows students how to lead healthy lives, and includes such topics as disease, mental health, drug use, and reproductive health. At the end of this course, students have a knowledge of and appreciation for health and wellness and its impact on everyone.

**Prerequisite:** None

**Length:** Semester

# High School—Electives, *continued*

## HTML



In this course, students learn about the HyperText Markup Language (HTML), web design, and basic programming. Students explore the elements required to build a website, including lists, tables, frames, and other web design elements. They also practice designing and using cascading style sheets to enhance a webpage. Finally, students learn and apply basic web design and layout principles, including testing and publishing a website. At the end of this course, students have a knowledge of and appreciation for HTML and its use for web design and programming.

**Prerequisite:** None

**Length:** 9-week

## Internet Safety



Keeping yourself safe when you're using the Internet should be a high priority. Have you ever provided information to a website that you didn't know or trust? Do you know who is able to view the personal information that you post about yourself on social media sites? Have you ever shopped online? Heard of someone who has experienced identity theft? Are you able to determine the best places to acquire accurate, reliable information to use in a research paper? In Internet Safety, you'll learn how to keep yourself safe in these and many other situations that may arise online. You will learn how to think critically about what constitutes appropriate behavior online and expand the range of your online interactions. In the beginning of the course, you will identify safety precautions for online communication, learn about ways to share content responsibly, and discover how to keep your accounts safe from identity theft and viruses. The course addresses virtual citizenship, defines cyberbullying, and encourages you to consider the consequences of your online interactions. Lessons also address reporting online abuse, phishing, plagiarism, copyright, and fair use. The course ends by explaining how to recognize quality websites for research, safely use social networking sites, and buy and sell items online.

**Prerequisite:** None

**Length:** 9-week

## Introduction to Office Applications



Microsoft Office applications are integral to both school and career. In this course, students learn the basics of the following Office Applications: Microsoft® Word, Excel®, Access®, and PowerPoint®. Students create, save, and customize Word documents in order to meet their own needs and the requirements of class projects and assignments. Students create and customize Excel workbooks to organize data. Students produce an Access database and use it to store and track information. Finally, students design PowerPoint presentations for both school and personal use. Throughout this course, students practice using each application extensively in a variety of situations.

**Prerequisite:** None

**Length:** Semester/Year

## Introduction to OpenOffice Applications



Introduction to OpenOffice Applications teaches students about the OpenOffice environment, and how to use the OpenOffice.org™ suite of applications for word processing, spreadsheets, databases, and presentations. The course covers OpenOffice Writer, Calc, Base, and Impress. As students learn the basics of OpenOffice Writer, they create, save, and format documents, learning how to produce customized documents that include hyperlinks, graphics, and charts. Working with Calc, students create spreadsheets to manage, manipulate, and calculate data, and learn how to create formulas and filters to find the data applicable to a particular question or situation. With Base, students learn how to create professional-looking databases to manage data from many related spreadsheets. Learning to customize these databases prevents errors in data entry and shows relationships between different spreadsheets. Students then present their findings in multimedia presentations created with Impress. At the completion of this course, students have the tools to work with and present information in a variety of forms for professional, academic, and personal use.

**Prerequisite:** None

**Length:** Semester/Year

## Java™



This course introduces students to the Java™ programming language. Students learn how programming languages work, how to use basic programming tools to design web applications, and how to write a basic program. Students then learn about arrays, objects, creating behavior with methods, forming an inheritance hierarchy, and designing and creating subclasses and superclasses. Finally, students apply what they have learned to build user interfaces and use input and output streams to move data. At the end of this course, students have a knowledge of and appreciation for the Java™ programming language.

**Prerequisite:** None

**Length:** 9-week

# High School—Electives, *continued*

## Life Skills



Life Skills is a comprehensive career-development course for high school students making the transition to life after high school. The course shows students the steps for choosing a career, conducting a job search, selecting the right college, applying to college, and getting financial aid. This course prepares young adults for a successful life after high school, from maintaining a healthy body and a safe home to finding and keeping a job. At the end of this course, students have a knowledge of and appreciation for these important life skills.

**Prerequisite:** None

**Length:** Semester

## Mechanical Engineering



This course introduces students to the field of mechanical engineering and its many applications in the world today. Students learn basic mechanical engineering concepts, including systems of units, vectors, forces, moments, force systems, couples, and equilibrium problems. Students explore the methods of joints and sections, define centroids, explain distributed loads and centers of mass and axes, and state the Pappus-Guldinus theorems. The course concludes with lessons on dry friction, beams, cables, load distribution, pressure, and potential energy. At the end of this course, students have a knowledge of and appreciation for the field of mechanical engineering and its importance in today's society.

**Prerequisite:** Algebra I

**Length:** 9-week

## Music Theory



In this course, students will be immersed in the world of music and the technical details of how music works. The course is designed to provide students with a comprehensive and engaging look at music theory and the notation and structure so important to its development. Students learn about various aspects of music theory, including the different types of musical staves, notes, scales, and chords. Students are also exposed to the use of harmony to produce melodic structure. At the completion of this course, students will have gained knowledge of and appreciation for music theory.

**Prerequisite:** None

**Length:** Semester

## Personal Finance



Introduction to Personal Finance provides students with a foundation for understanding personal budgeting and long-term financial planning. Students compare and contrast types of financial institutions, learn how to open a bank account and reconcile a monthly bank statement, and understand the importance of establishing a savings account. Students explore investments, taxes, and debt, and complete activities to develop and balance a budget. Lessons also explain credit scores and suggest ways to maintain a healthy credit score. The course also looks to the future with information about long-term financial planning and planning for large expenditures such as houses, cars, and higher education.

**Prerequisite:** None

**Length:** 9-week

## Science of Computing



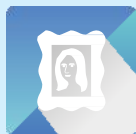
This course is a survey of the past, present, and future of computer technology. Students explore fascinating and enlightening topics, such as how Stonehenge may actually have been used as a type of computer, and how inventions such as the abacus and the microprocessor have made today's technology possible. Students also learn about the science behind the hardware and software used today. Topics like algorithms, operating systems, and networks are described in detail and placed into context as tools for human innovation. Finally, the course looks to the future, introducing students to foreseeable improvements to current technology and visionary breakthroughs like artificial intelligence, quantum security, and biological processors.

**Prerequisite:** None

**Length:** 9-week

# High School—Extended Electives

## Art in World Cultures



Who is the greatest artist of all time? Is it Leonardo da Vinci? Claude Monet? Michelangelo? Pablo Picasso? Or someone whose name has been lost to history? You will learn about many important artists in addition to creating art of your own, including digital art. This course will explore the basic principles and elements of art. You will learn to critique art; examine the traditional art of the Americas, Africa, and Oceania; and learn how Western art developed.

**Prerequisite:** None

**Length:** Semester

## Careers in Criminal Justice: Criminal Justice Operations I



The criminal justice system offers a wide range of career opportunities. In this course, students will explore different areas of the criminal justice system, including the trial process, the juvenile justice system, and the correctional system.

**Prerequisite:** None

**Length:** Semester

## Cosmetology: Cutting Edge Styles



Students will explore career options in the field of cosmetology. Research regarding some of the common techniques used in caring for hair, nails, and skin in salons, spas, and other cosmetology-related businesses will also be presented.

**Prerequisite:** None

**Length:** Semester

## Digital Photography I: Creating Images with Impact!



Have you ever wondered how photographers take such great pictures? Have you tried to take photographs and wondered why they didn't seem to capture a moment the way that you saw it? Digital Photography I focuses on the basics of photography, including building an understanding of aperture, shutter speed, lighting, and composition. Students will be introduced to the history of photography and basic camera functions. Students will use camera functions and the basic techniques of composition to build a portfolio that includes images of people, landscapes, minute details, and thrilling action.

**Prerequisite:** None

**Length:** Semester

## Digital Photography II: Discovering Your Creative Potential



In today's world, photographs are all around you in advertisements, on websites, and hung as art. Many of the images that you see have been created by professional photographers. In this course, students will examine various aspects of professional photography, including the ethics of the profession and specialty areas, such as wedding and product photography. The course also introduces students to some of the most respected professional photographers in history and provides instruction in critiquing photographs in order to better understand what creates an eye-catching photograph.

**Prerequisite:** Digital Photography I

**Length:** Semester

## Early Childhood Education I



Want to have an impact on the most important years of human development? Students will learn how to create fun and educational environments, keep the environment safe, and encourage the health and well-being of infants, toddlers, and school-aged children.

**Prerequisite:** None

**Length:** Semester

# High School—Extended Electives, *continued*

## Fashion and Interior Design



Do you have a flair for fashion? Are you constantly redecorating your room? If so, the design industry might just be for you! In this course, you'll explore what it is like to work in the industry by exploring career possibilities and the background that you'll need to pursue them. Get ready to try your hand at designing as you learn the basics of color and design, then test your skills through hands-on projects. In addition, you'll develop the essential communication skills that build success in any business. By the end of the course, you'll be well on your way to developing the portfolio you need to get your stylishly clad foot in the door of this exciting field.

**Prerequisite:** None

**Length:** Semester

## Hospitality & Tourism: Traveling the Globe

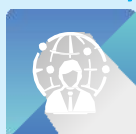


With greater disposable income and more opportunities for business travel, people are traversing the globe in growing numbers. As a result, hospitality and tourism is one of the fastest growing industries in the world. This course will introduce students to the hospitality and tourism industry, including hotel and restaurant management, cruise ships, spas, resorts, theme parks, and other areas. Student will learn about key hospitality issues, the development and management of tourist locations, event planning, marketing, and environmental issues related to leisure and travel. The course also examines some current and future trends in the field.

**Prerequisite:** None

**Length:** Semester

## International Business: Global Commerce in the 21st Century



This course is designed to help students develop the appreciation, knowledge, skills, and abilities needed to live and work in a global marketplace. It takes a global view on business, investigating why and how companies expand internationally. The course further provides students with a conceptual tool that can help them understand how economic, social, cultural, political, and legal factors influence both domestic and international business. Business structures, global entrepreneurship, business management, marketing, and the challenges of managing international organizations will all be explored. Students will become aware of the ways history, geography, language, cultural studies, research skills, and continuing education are important to modern business.

**Prerequisite:** None

**Length:** Semester

## Introduction to Culinary Arts



Food is all around us—we are dependent on it and we enjoy it. This course will give you the fundamentals to start working in the kitchen and gaining experience as you explore and establish your talents for cooking and preparing food in a creative and safe way. You will learn safety measures as well as enhance your knowledge of various types of foods and spices. If you enjoy hands-on learning and want to deepen your knowledge about culinary arts, this is a great course to get you started cooking, whether for your own enjoyment or as a career.

**Prerequisite:** None

**Length:** Semester

## Introduction to Manufacturing



Think about the last time you visited your favorite store. Have you ever wondered how the products you buy make it to the store shelves? Whether it's video games, clothing, or sports equipment, the goods we purchase must go through a manufacturing process before they can be marketed and sold. In this course, you'll learn about the types of manufacturing systems and processes used to create the products we buy every day. You'll also be introduced to the various career opportunities in the manufacturing industry including those for engineers, technicians, and supervisors. As a culminating project, you'll plan your own manufacturing process for a new product or invention! If you thought manufacturing was little more than mundane assembly lines, this course will show you just how exciting and fruitful the industry can be.

**Prerequisite:** None

**Length:** Semester

## Introduction to Social Media



Have a Facebook account? What about Twitter? Whether you've already dipped your toes in the waters of social media or are still standing on the shore wondering what to make of it all, learning how to interact on various social media platforms is crucial in order to survive and thrive in this age of digital communication. In this course, you'll learn the ins and outs of social media platforms such as Facebook, Twitter, Pinterest, and Google+. You'll also discover other types of social media you may not have been aware of and how to use them for your benefit—personally, academically, and eventually professionally. If you thought social media platforms were just places to keep track of friends and share personal photos, this course will show you how to use these resources in much more powerful ways.

**Prerequisite:** None

**Length:** Semester

# High School—Extended Electives, *continued*

## Music Appreciation: The Enjoyment of Listening



Nearly everyone encounters music daily. Music can reflect the spirit of the human condition and is a defining aspect of many cultures. This course will provide students with an aesthetic and historical perspective on music, covering a variety of styles and developments from the Middle Ages through modernity. Students will acquire basic knowledge and listening skills, making their future experiences with music more informed and satisfying.

**Prerequisite:** None

**Length:** Semester

## Peer Counseling



Helping people achieve their goals is one of the most rewarding of human experiences. Peer counselors help individuals reach their goals by offering them support, encouragement, and information. This course explains the role of a peer counselor; teaches the observation, listening, and communication skills that counselors need; and provides basic training in conflict resolution and group leadership. Not only will this course prepare you for working as a peer counselor, but the skills taught will enhance your ability to communicate effectively in your personal and professional relationships.

**Prerequisite:** None

**Length:** Semester

## Personal and Family Finance



How do our personal financial habits affect our financial future? How can we make smart decisions with our money in the areas of saving, spending, and investing? This course introduces students to basic financial habits such as setting financial goals, budgeting, and creating financial plans. Students will learn more about topics such as taxation, financial institutions, credit, and money management. The course also addresses how occupations and educational choices can influence personal financial planning, and how individuals can protect themselves from identity theft.

**Prerequisite:** None

**Length:** Semester

## Real World Parenting



What is the best way to care for children and teach them self-confidence and a sense of responsibility? Parenting involves more than providing a child with food and shelter. Learn what to prepare for, what to expect, and what vital steps parents can take to create the best environment for their children. Parenting roles and responsibilities, nurturing and protective environments for children, positive parenting strategies, and effective communication in parent/child relationships are some of the topics covered in this course.

**Prerequisite:** None

**Length:** Semester

## Sports and Entertainment Marketing



Have you ever wanted to play sports professionally? Have you dreamed of one day becoming an agent for a celebrity entertainer? If so, you'll want to learn more about sports and entertainment marketing. Although this particular form of marketing bears some resemblance to traditional marketing, there are many differences as well—including a lot more glitz and glamour! In this course, you'll have the opportunity to explore basic marketing principles and delve deeper into the multi-billion dollar sports and entertainment marketing industry. You'll learn how professional athletes, sports teams, and entertainers are marketed as commodities and how some of them become billionaires as a result. In addition, you'll find out what happens behind the scenes of major sporting events and learn about the fundamentals of careers in entertainment marketing.

**Prerequisite:** None

**Length:** Semester



# High School—Extended Electives, *continued*

## Theater, Cinema, & Film Production



Lights! Camera! Action! This course will introduce students to the basics of film and theater productions. Students will learn about the basics of lighting, sound, wardrobe, and camerawork for both film and theater settings. The course also explores the history of film and theater and the influence that they have had on society. Students will analyze and critique three influential American films; *Casablanca*, *Singin' in the Rain*, and *The Wizard of Oz*.

**Prerequisite:** None

**Length:** Semester

## *The Lord of the Rings*



*The Lord of the Rings* has always been popular among lovers of fantasy novels and has gained new life with its most recent adaptation to film. In this course, you will study the movie versions of J.R.R. Tolkien's epic novel and learn about the process of converting literature to film. You will explore fantasy literature as a genre and critique the three films directed by Peter Jackson.

**Prerequisite:** None

**Length:** Semester



## **Appendix C: Instructional Calendar**

# Legacy STEEL Academy School and Instructional Calendar LIONS ROAR!

August 2017						
◀ Jul 2017						Sep 2017 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30 Students Start School	31	Professional Development Teacher Work Days	

September 2017						
◀ Aug 2017						Oct 2017 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 HOLIDAY	5	6	7	8	9
10	11	12	13	14	15	16

September 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
17	18	19	20	21	22	23
24	25	26	27 Early Release for students Staff Training	28	29	30

More Calendars from WinCalendar.com: [2017 Calendar](#), [2018 Calendar](#),

October 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20 Early Release for Students Parent Conferences	21
22	23 Fall	24 Break	25	26	27	28
29	30	31				

November 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Teacher Workday *****	2	3	4
5	6	7	8	9	10	11

November 2017						
◀ Oct 2017						Dec 2017 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
12	13	14	15	16	17	18
19	20	21	22 Holiday	23 Holiday	24 Holiday	25
26	27	28	29	30		

December 2017						
◀ Nov 2017						Jan 2018 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22 Holiday	23
24	25 Holiday	26 Holiday	27	28	29	30
31	Vacation Days					

~ January 2018 ~						
◀ Dec 2017						Feb 2018 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Holiday	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24 Teacher Workday	25	26	27
28	29	30	31			

~ February 2018 ~						
◀ Jan 2018						Mar 2018 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

~ March 2018 ~

◀ Feb 2018							Apr 2018 ▶						
Sun	Mon	Tue	Wed	Thu	Fri	Sat							
				1	2	3							
4	5	6	7	8	9 Student Early Release Day Parent Conferences	10							
11	12	13	14	15	16	17							
18	19	20	21	22	23	24							
25	26	27	28 Teacher Workday *****	29	30	31							

~ April 2018 ~

◀ Mar 2018							May 2018 ▶						
Sun	Mon	Tue	Wed	Thu	Fri	Sat							
1	2	3	4	5	6 Holiday	7							
8	9	10	11	12	13	14							
15	16	17	18	19	20	21							
22	23	24	25	26	27	28							
29	30	April 9- 13 Spring Break											

~ May 2018 ~

◀ Apr 2018							Jun 2018 ▶						
Sun	Mon	Tue	Wed	Thu	Fri	Sat							
		1	2	3	4	5							
6	7	8	9	10	11	12							
13	14	15	16	17	18	19							
20	21	22	23	24	25 Student Early Release Day	26							
27	28 Holiday	29	30	31									

~ June 2018 ~

◀ May 2018							Jul 2018 ▶						
Sun	Mon	Tue	Wed	Thu	Fri	Sat							
					1 Last Day for Students	2							
3	4 Teacher Workday	5 Teacher Workday	6 Last Teacher Workday	7	8	9							
10	11	12	13	14	15	16							
17	18	19	20	21	22	23							
24	25	26	27	28	29	30							



~ July 2018 ~

◀ Jun 2018	~ July 2018 ~						Aug 2018 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

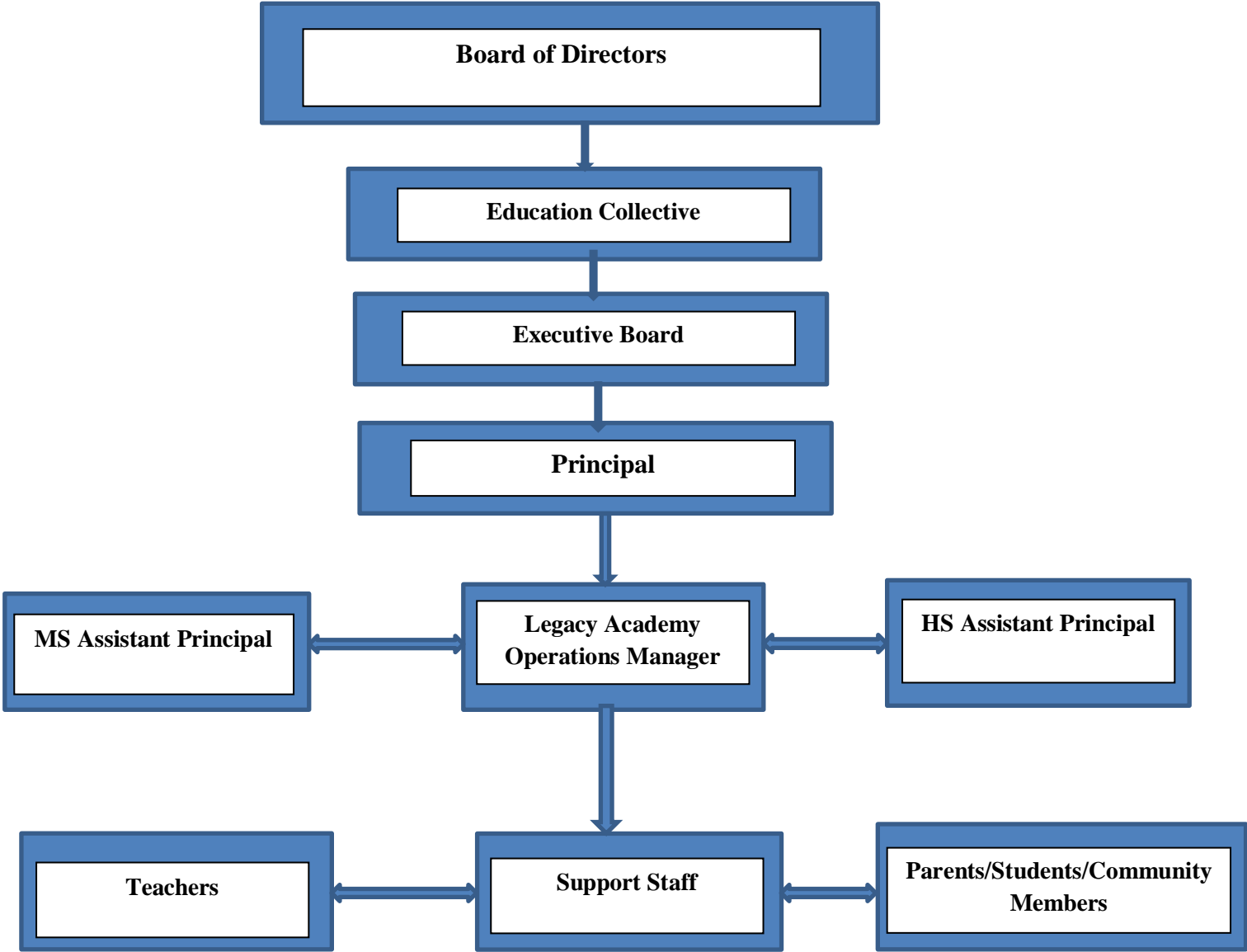
~ August 2018 ~

◀ Jul 2018	~ August 2018 ~						Sep 2018 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		



**Appendix E: Organization Chart**

**The Education Collective: Legacy Academy  
Organizational Chart**





**Appendix G: Proposed By-Laws of the Non-Profit  
Organization**

## **Article I: Offices**

### **Section 1:1**

The Legacy Academy Board of Directors primary meeting place shall be the Greensboro Cultural Arts Center, located at 200 N Davie St. in Greensboro, NC until a more permanent office space may be secured. The Legacy Academy Board of Directors (“Board”) may determine any temporary meeting place until a permanent principal office can be secured within Guilford County.

## **Article II: Purpose**

### **Section 2:1**

The LA Board is organized exclusively for the educational purposes within the meaning Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provisions of any future Federal income tax code.

Notwithstanding any other provision of these Bylaws to the contrary, the Corporation shall not carry on any activities not permitted of:

- A corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 of the corresponding provisions of any Federal income tax code.

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

### **Section 3:1**

The number of Directors constituting the Board of the Corporation shall be no less than 5 and no more than 7 at any given time. The Board is comprised of four voting members (the Board proper) to include the Legacy Academy Executive Leadership Team, a faction of three which will not have voting rights. Any action that required approval by a majority of all members shall require only approval of the Board proper. All rights shall vest in the Board.

The function of the LA Board can be describe as policy making, advising, and evaluating. The Board shall have the further duty of directing the financial means by which the educational program is conducted. The Board holds the responsibility of notifying the community of needs, purposed, values, and status of the Legacy Academy.

### **Section 3:2**

The Board shall retain the full power and responsibility to manage and oversee the operation of the Legacy Academy’s business and pledge the credit, assets, and property of the Corporation when necessary to facilitate the efficient operation thereof. Authority is given to the North Carolina Charter School Advisory Board (CSAB) and Office of the Charter Schools as described in the combined test of House Bill 955 (“The Charter School Act”) ratified on June 21, 1996, and subsequent charter school amendments.

### **Section 3:3**

During initial operation of Legacy Academy, the Board shall be comprised of the Directors invited and appointed by the organizing members and founders of Legacy Academy Charter School.

- After the initial school year, potential board members will be screened by the organizing members and founders. Organizing members and founders, a group of 7, will be the sole body responsible for appointing new Directors to the Board.
- Directors should serve a two-year term and a maximum of 2 consecutive terms.
- During initial operation, transitional Board members may serve in specific offices to act in necessary start-up roles for school establishment.
- If a vacancy leads to Board membership dropping below the minimum number of 5, the organizing members and founders of Legacy Academy will fill the vacancy within 30 days.
- Any Director may resign his position effective upon giving written notice to the Chairman of the Board. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective. A Director may be removed without cause at will by the organizing members and founders.
- No member of the Board shall be compensated for services, however expenses incurred during necessary conduction of the Corporation's business may be compensated in part or in full if requested in advance of the service.
- Any Board member may be immediately removed from service in the event they are convicted of a felony or is found to have breached any executive duty.
- The Board shall have the power to hire employees of the Corporation whose duties shall be specified by the Board.

#### **Article IV: Board Meetings**

##### **Section 4:1:**

Until a permanent meeting location can be established, Board meetings will take place at The Greensboro Cultural Arts Center in Greensboro. Board meeting times will be the 1<sup>st</sup> and 3<sup>rd</sup> Fridays of each month or when determined by the Chairman of the Board.

Notice of the time of each meeting will be publicized at least 3 days before the meeting in order for all stakeholders to make arrangements to attend.

##### **Section 4:2:**

The Chairman of the Board is the general manager and chief executive officer of the Corporation and has, subject to the control of the Board, general supervision, direction and control of the business of the Corporation. The Chairman of the Board shall preside at all meetings of the Board. The Chairman of the Board has the general management powers and duties usually vested in the office of President and General Manager of the school as well as such other powers and duties as may be prescribed from time to time by the Board.

**Article V: Fiscal Year**

Section 5:1:

The fiscal year of the Corporation shall be from July 1<sup>st</sup> to June 30<sup>th</sup>.

**Article VI: Dissolution**

Section 6:1:

Upon dissolution of the Corporation, assets shall be distributed to any creditors pursuant while the remaining funds will be returned to the Office of Charter Schools at North Carolina Department of Public Instruction.

**Article VII: Bylaws**

New bylaws may be adopted or existing bylaws may be amended or repealed by a majority vote of the Board. Whenever any amendment or new bylaw is adopted, copies will be kept on record with the original bylaws and go into effect immediately. At any time a provision of the bylaws be made thereon indicating the place or page where the amendment or repeal may be found.

**CERTIFICATE OF BYLAWS**

**I certify that I am the initial agent of Legacy Academy Charter School, Inc., a North Carolina Nonprofit Corporation, and that the foregoing bylaws, constitute the bylaws of such corporation. IN WITNESS WHEREOF, I have signed my name to this Certificate on**

\_\_\_\_\_ (date)

\_\_\_\_\_



## **Appendix H: Articles of Incorporation**

**While the Articles of Incorporation may be Not Applicable due to still pending, on the following pages you will find the board's Application for their Articles of Incorporation.**



State of North Carolina  
Department of the Secretary of State

ARTICLES OF INCORPORATION  
NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the nonprofit corporation is: The Education Collective: Legacy Academy.
2.  (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).
3. The name of the initial registered agent is: Angel L. Thurston.
4. The street address and county of the initial registered agent's office of the corporation is:  
Number and Street: Currently no physical address  
City: Greensboro State: NC Zip Code: 27406 County: Guilford  
The mailing address *if different from the street address* of the initial registered agent's office is:  
Number and Street or PO Box: PO Box 914  
City: Reidsville State: NC Zip Code: 27323 County: Rockingham
5. The name and address of each incorporator is as follows:  
Angel L. Thurston 1309 Pinecrest Ave Reidsville, NC 27320  
De'Shanda Hampton 712 Runningbook Lane Rural Hall, NC 27045  
Devyn Cannon 2213 Bethania St. Greensboro, NC 27401  
Brenda Marshall 404 E. Montcastle Dr. Apt. G Greensboro, NC 27406  
Paula Latham 2500 Wilpar Dr. Greensboro, NC 27406  
Jessica Langley 4305-A Greensboro, NC 27407
6. (Check either a or b below.)  
a.  The corporation will have members.  
b.  The corporation will not have members.
7. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.
8. Any other provisions which the corporation elects to include are attached.

9. The street address and county of the principal office of the corporation is:

Principal Office Telephone Number: 336-587-4497

Number and Street: Currently seeking physical location

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: Guilford

The mailing address *if different from the street address* of the principal office is:

Number and Street or PO Box: PO BOX 914

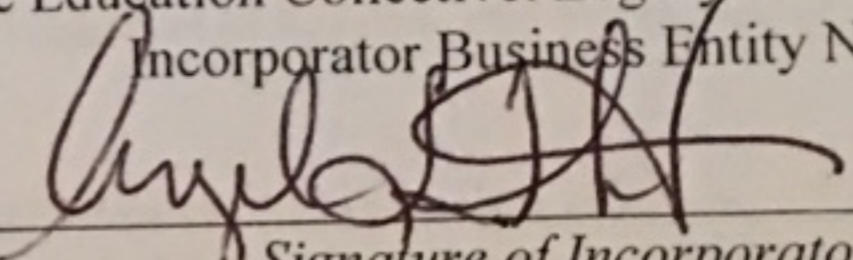
City: Reidsville State: NC Zip Code: 27323 County: Rockingham

10. (Optional): Please provide a business e-mail address: admin@legacyacademygso.org  
The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

11. These articles will be effective upon filing, unless a future time and/or date is specified: \_\_\_\_\_

This is the 15 day of July, 2016.

The Education Collective: Legacy Academy  
Incorporator Business Entity Name

  
\_\_\_\_\_  
*Signature of Incorporator*

Angel L. Thurston, Founder \_\_\_\_\_  
*Type or print Incorporator's name and title, if any*

NOTES:  
1. Filing fee is \$60. This document must be filed with the Secretary of State.

**Instructions for Completing Articles of Incorporation  
Nonprofit Corporation**

## **Appendix H: Articles of incorporation (not applicable)**



**APPENDIX I: Executed MO/CMO Contract**

## MANAGEMENT AGREEMENT

*between*

LEGACY STEEL ACADEMY CORPORATION

*and*

EDISONLEARNING, INC.

THIS MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of the 15<sup>th</sup> day of September, 2016 (the "Effective Date"), by and between EdisonLearning, Inc., a Delaware corporation ("EdisonLearning"), and Legacy STEEL Academy Corporation, a not-for-profit corporation organized and existing under the laws of the State of North Carolina (the "Charter Holder"). EdisonLearning and the Charter Holder are hereinafter referred to collectively as the "Parties" and sometimes individually as a "Party".

**WHEREAS**, the Charter Holder desires to establish and operate a public charter school named "Legacy STEEL Academy" (the "School") in and pursuant to the laws of the State of North Carolina (the "State");

**WHEREAS**, the State Board of Education (the "Authorizer") is authorized to grant charters to establish and operate public charter schools in the State;

**WHEREAS**, EdisonLearning offers and provides to schools, school districts and state education authorities education services based on EdisonLearning's proprietary Five Strand Design<sup>®</sup> (the "Five Strand Design");

**WHEREAS**, the Board (as hereinafter defined), having carefully considered the Five Strand Design, desires that EdisonLearning implement the Five Strand Design at the School and provide the other services described in this Agreement to the Charter Holder and the School; and

**WHEREAS**, the Board also desires that the School implement the Charter Holder's STEEL (Science, Technology, Engineering, Entrepreneurship and Leadership) educational model (the "STEEL Model") at the School in tandem with the Five Strand Design;

**WHEREAS**, EdisonLearning is willing to implement the Five Strand Design at the School and to work with the Charter Holder to also implement the STEEL Model at the School, and to provide the other services described in this Agreement to the Charter Holder and the School, upon and subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound legally, the Parties hereby agree as follows:

### **ARTICLE 1** **DEFINITIONS**

1.1 **Definitions**. Capitalized terms used in this Agreement and not otherwise defined shall have the following meanings for purposes of this Agreement:

(a) “Academic Year” means the 12-month period beginning on July 1 of a year and ending on June 30 of the following year. The first Academic Year of this Agreement shall start on July 1, 2017.

(b) “Annual Budget” means, as to each Academic Year, the annual budget for the Charter Holder and the School for that Academic Year, as approved by the Board (as hereinafter defined).

(c) “External Source Revenue” means all PPF (as hereinafter defined), and any and all other federal, State, local and private funding, aid or resources to which the Charter Holder and/or the School is or may be, and/or the School’s students are or may be, entitled or for which any of them is or may be eligible, or which is otherwise available to or for the Charter Holder and/or the School and/or the School’s students, including:

- (i) special education funding provided by federal and state governments;
- (ii) gifted and talented student funding provided by federal and state governments;
- (iii) at-risk student funding provided by federal and state governments;
- (iv) funding provided by federal and state governments with respect to students with limited English proficiency;
- (v) federal and state grant funds, including Title I funds;
- (vi) private grant funds; and
- (vii) any other external-source revenue for which the Charter Holder and/or the School and/or the School’s students may be eligible or to which any of them may be entitled.

(d) “Operating Costs” means all costs, expenses and fees arising out of or associated with the operations of, or otherwise relating to, the Charter Holder and/or the School, including the Management Fees (as hereinafter defined) and all costs and expenses directly or indirectly incurred by EdisonLearning for, on behalf of or relating to the Charter Holder or the School or their respective operations or otherwise in connection with providing services hereunder, including: (a) all costs and expenses of or relating technology, technology solutions, hardware and equipment, and all costs and fees of third party vendors used by EdisonLearning in connection with the technology related services it provides hereunder; (b) insurance related costs and expenses; (c) Working Capital Advances (as hereinafter defined); (d) all costs and expenses of, relating to or associated with School personnel, including the School Leaders (as hereinafter defined), teachers, administrative staff and other personnel working at the School, including costs and expenses of compensation, taxes, retirement and health and welfare benefits (including as provided by EdisonLearning to the School Leaders), and all costs and expenses of third party services used by EdisonLearning in connection with the human resources services it provides hereunder, including payroll processing services and costs of background checks; (e) costs and expenses of independent contractors providing services to or for the benefit of the Charter Holder or the School; (f) all costs relating to the School Facility (as hereinafter defined), including costs of utilities, maintenance and upkeep, grounds keeping, cleaning and security services; (g) all costs and expenses of furniture, fixtures, books, school supplies, curriculum and instructional materials, including eCourses (as hereinafter defined) and eSchoolware (as hereinafter defined), and other assets or property used in or in connection with the operation of the School; (h) all other amounts paid to third parties to provide goods or services provided to or for the benefit of the Charter Holder or the School or the students of the School,

including costs and expenses of transportation and food services; and (i) all travel and other administrative costs and expenses.

(e) “PPF” means all per pupil funds from federal, State or other sources to which the Charter Holder and/or the School is entitled or for which the Charter Holder and/or the School is or may be eligible based on the students enrolled in the School.

## **ARTICLE 2**

### **GOVERNANCE; APPOINTMENT AND AUTHORITY; RELATIONSHIP**

2.1 **Charter**. Contemporaneously with entering into this Agreement, the Charter Holder is submitting an application for a grant of a charter pursuant to which the Charter Holder is authorized by the Authorizer to establish and operate the School. Upon the grant of such charter (the “Charter”) by the Authorizer, the Charter Holder shall deliver a true, correct and complete copy thereof to EdisonLearning and such Charter shall be attached hereto as Exhibit 1. EdisonLearning and the Charter Holder each acknowledges that this Agreement is subject to the terms of the Charter, and the Charter Holder agrees to notify EdisonLearning of any proposed changes to the Charter promptly after becoming aware of such proposed changes, but in any event no later than thirty (30) days prior to the effective date of each such proposed amendment. The Charter Holder shall deliver to EdisonLearning a copy of each fully-executed amendment to the Charter no later than fifteen (15) days prior to the effective date of each fully-executed amendment. The Charter Holder shall not amend the Charter in a manner that would adversely affect EdisonLearning’s rights or obligations hereunder without EdisonLearning’s prior written consent. The Charter Holder, the School and EdisonLearning shall each abide by the terms and conditions of the Charter at all times.

#### 2.2 **Governance**.

(a) The Board of Directors of the Charter Holder (the “Board”) shall govern the Charter Holder and the School in accordance with its obligations under the Charter, applicable State laws and this Agreement. Board members shall be selected in accordance with the Charter Holder’s governing documents, the Charter and applicable State laws. The Board shall provide EdisonLearning with written notice of any change in the membership of the Board.

(b) The Board shall establish and maintain during the Term (as hereinafter defined), an Executive Committee, a Finance Committee, an Education Committee, and a Personnel Committee (the “Standing Committees”). Standing Committee Members shall be appointed by the Board; provided that at least one member of the Board must be appointed to the Executive Committee. The Board shall cause each Standing Committee to meet not less than once per calendar month during each Academic Year. The Board shall provide EdisonLearning with written notice of any change in the membership of a Standing Committee.

(c) The Executive Committee shall be responsible for evaluating the performance of the School and EdisonLearning’s performance under this Agreement against the performance criteria set forth in Appendix A to this Agreement, periodically reporting to the Board as to its performance evaluations (including at the Board’s annual strategic meeting).

(d) The Board shall hold an annual strategic meeting prior to the start of each Academic Year to, among other things, provide board training for new Board members, evaluate the performance of the School and EdisonLearning’s performance against the performance criteria set forth in Appendix A and otherwise under the terms of this Agreement during the immediately preceding Academic Year.

(e) The Board shall permit one or more representatives of EdisonLearning to attend and report at all meetings of the Board and all meetings of any committees of the Board, including any executive sessions (excluding executive sessions with respect to EdisonLearning's performance), Standing Committee meetings, and strategic planning meetings. By or before July 1 of each Academic Year during the Term, the Charter Holder shall provide EdisonLearning with list of all regular meetings of the Board and its committees for that Academic Year ("Board Meeting Schedule"). The Charter Holder shall provide written notice to EdisonLearning of any changes to the Board Meeting Schedule, including any special meetings and any meetings at which the Board anticipates that it will hold an executive session, such notice shall be provided no less than three (3) days prior to the date of any meeting described therein.

2.3 **Appointment.** Under applicable State law, the Board is, and pursuant to the Charter will be, vested with all powers necessary or desirable for carrying out the School's program as contemplated by this Agreement, including the power to contract with an educational management company to provide educational programs and management services. Acting under and in the exercise of such powers, the Board and the Charter Holder hereby appoint EdisonLearning as the Charter Holder's independent manager for the purpose of implementing EdisonLearning's Five Strand Design at the School and providing administrative and management services to the Charter Holder and the School upon and subject to the terms and conditions set forth in this Agreement.

2.4 **Timing and Place of Performance of Services.** EdisonLearning shall commence performing its administrative and management services hereunder at such time as EdisonLearning shall determine is necessary or appropriate in anticipation of the commencement of the 2017-2018 Academic Year. The Charter Holder acknowledges that elements of such services may commence or be provided at different times. EdisonLearning may perform any of the services hereunder off-site or otherwise from any location, as determined by EdisonLearning in its sole discretion, unless otherwise provided in this Agreement or prohibited by law. The Charter Holder shall ensure that the School's facilities have such office space, equipment, furniture and amenities for EdisonLearning's site-based personnel, including computer equipment, telecommunications and technology services, as may be requested or advised by EdisonLearning.

2.5 **Authority.** Subject at all times to the oversight and authority of the Board, EdisonLearning is hereby authorized, in performing its duties and fulfilling its obligations under this Agreement during the Term, to take such actions and do all things as it deems necessary or desirable to properly and efficiently operate the School on behalf of the Board and the Charter Holder and to perform its obligations under this Agreement, consistent with federal and State law and subject to the terms and conditions of this Agreement and the Charter, including, in the name, on behalf and with the authorization of the Charter Holder and the School, to enter into agreements with third parties deemed to be necessary or appropriate to the operations of the Charter Holder or the School, to file claims for refunds or credits in respect of any amounts due to the Charter Holder or the School and negotiate the settlement and payment thereof.

2.6 **Outside Advisors.** EdisonLearning shall coordinate with other School advisors engaged by the Board, if any, including legal, financial and accounting advisors.

2.7 **Independent Contractor Status/No Partnership.** The Parties intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No agent, employee, or servant of EdisonLearning shall be deemed to be the employee, agent or servant of the Charter Holder or the School, except as expressly acknowledged in writing by the Charter Holder. Nothing in this Agreement shall be construed as creating a partnership or



joint venture for Federal tax purposes, or an employer-employee relationship between EdisonLearning and the Charter Holder or the School.

### **ARTICLE 3** **TERM AND RENEWAL**

3.1 **Term.** The initial term of this Agreement (“Initial Term”) shall commence on the Effective Date and end on June 30, 2020, and shall include three (3) full Academic Years, unless earlier terminated in accordance with the terms and conditions set forth herein, including Article 14.

3.2 **Renewal.** The term of this Agreement shall automatically, and without the necessity of further action on the part of either Party, renew for successive additional five (5) year terms (each a “Renewal Term” and together with the Initial Term, the “Term”) unless either Party provides written notice of its intent not to renew on or before January 1 of the Academic Year in which the Initial Term or a Renewal Term, as applicable, ends. In no event shall the Term extend beyond the term of the Charter.

### **ARTICLE 4** **THE SCHOOL AND EDUCATIONAL DESIGN**

4.1 **The School.** In and for the 2017-2018 Academic Year, the School will serve, and EdisonLearning shall provide services under this Agreement with respect to, students in grades 6-10, with an expected enrollment of at least 425 students. In and for the 2018-2019 Academic Year, the School will serve, and EdisonLearning shall provide services under this Agreement with respect to, students in grades 6-11, with an expected enrollment of at least 500 students. In and for the 2019-2020 Academic Year and subsequent Academic Years, the School will serve, and EdisonLearning shall provide services under this Agreement with respect to, students in grades 6-12, with an expected enrollment of at least 575 students in each Academic Year. The Charter Holder shall not expand the grade levels served by the School in any Academic Year, except in accordance with the foregoing schedule without EdisonLearning’s prior written consent.

#### 4.2 **Educational Design.**

(a) During the Term, and subject to the terms and conditions of this Agreement, EdisonLearning shall provide the School with an educational program based on the proprietary Five Strand Design and the education support services described in Part I of Appendix B attached hereto. The Five Strand Design may be modified by EdisonLearning in its sole discretion from time to time; provided that EdisonLearning shall notify the Charter Holder of any material modifications to the Five Strand Design that will affect the Charter Holder.

(b) During the Term, and subject to the terms and conditions of this Agreement, the Charter Holder shall provide to the School, or shall cause the School to be provided with, an educational program based on the STEEL Model. The STEEL Model may be modified by the Charter Holder in its sole discretion from time to time; provided that the Charter Holder shall notify EdisonLearning of any material modifications to the STEEL Model that may affect EdisonLearning or its ability to implement the Five Strand Design or its ability to perform its obligations hereunder.

(c) The Parties shall work together collaboratively to implement and deliver the Five Strand Design and STEEL Model at the School in a manner that is mutually agreeable to both Parties and consistent with the Charter.

#### 4.3 **Fidelity to Design.**

(a) During the Term, the Charter Holder shall, and shall require the School and its staff to, utilize all core elements of the Five Strand Design as specified or instructed by EdisonLearning, and cooperate with EdisonLearning in the delivery and implementation thereof, including by using EdisonLearning eCourses™ (“eCourses”) and associated materials and EdisonLearning’s learning management system known as eSchoolware® (“eSchoolware”), as required by EdisonLearning. eCourses and eSchoolware shall be provided for a fees separate from, and in addition to, the Management Fees pursuant to the terms of separate license agreement to be entered into between the Charter Holder and EdisonLearning, which will be separately provided to the Charter Holder by EdisonLearning.

(b) During the Term, EdisonLearning shall, and shall require its employees assigned to the School to, cooperate with the Charter Holder in the delivery and implementation of the STEEL Model in accordance with the plans and strategies mutually agreed by the Parties.

## **ARTICLE 5** **SCHOOL OPERATIONS**

5.1 **Admissions and Recruitment.** Admission to the Charter Holder shall be in accordance with the enrollment procedures adopted by the Board, and otherwise in accordance with the Charter and applicable federal and State laws. Enrollment shall be open to residents of the school district applicable to the School on a nondiscriminatory basis without regard to race, religion, ethnicity, national origin, gender, sexual orientation, special need, or proficiency in the English language, income or academic achievement. EdisonLearning and the Charter Holder shall be jointly responsible for the recruitment of students for the School. EdisonLearning shall provide the enrollment support services to the School described in Part I of Appendix B attached hereto.

5.2 **Rules and Procedures.** The Board shall adopt such rules, regulations, policies and procedures with respect to the operations of the School as the Board deems necessary or appropriate and, in any event, as required by applicable Laws; provided that such rules, regulations, policies and procedures adopted by the Board shall be consistent with the Parties’ respective obligations hereunder, and the Board shall use good faith efforts to ensure that no such rules, regulations, policies or procedures impair or hinder EdisonLearning’s performance of its obligations hereunder. The Board shall permit EdisonLearning the opportunity to review and comment on all such rules, regulations, policies and procedures prior to adopting the same. EdisonLearning is hereby authorized and directed by the Board to implement, interpret and enforce all such rules, regulations, policies and procedures adopted by the Board.

5.3 **Compliance with Laws; Waiver.** The Charter Holder shall operate, and EdisonLearning shall perform its services hereunder, in compliance with all applicable laws, including the requirements of the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act. If either Party identifies any federal or State law that substantially inhibits the operation of the School or the implementation of the Five Strand Design or the STEEL Model, then the Charter Holder shall seek a waiver, if available, of such law.

5.4 **School Calendar.** The School’s academic calendar shall be determined by the Board (in consultation with EdisonLearning) on an annual basis, but in any event shall be consistent with the Five Strand Design and the STEEL Model and with applicable State laws and the Charter.

5.5 **Student Records.** Except to the extent expressly waived in writing by the appropriate State authorities, the Charter Holder and the School shall comply with all federal and State laws concerning the maintenance and disclosure of student records and student information. The Charter Holder shall provide EdisonLearning and its officers, employees and agents with access to all student data and records as EdisonLearning determines is necessary or appropriate for its assessments on behalf of the

School and otherwise in connection with the performance of its obligations hereunder. The Charter Holder hereby designates EdisonLearning, its officers, employees and agents as agents of the Charter Holder and the School having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. §1232g of the Family Educational Rights and Privacy Act (“FERPA”). EdisonLearning, its officers, employees and agents shall comply with FERPA at all times.

5.6 **Assessment of Success.** The Executive Committee and the Board shall evaluate the performance of EdisonLearning under this Agreement as well as School’s performance on the basis of the Assessment and Performance Criteria attached hereto as Appendix A.

5.7 **Reports to the Board.** EdisonLearning shall provide all information and written reports reasonably requested by the Board and consistent with this Agreement, including information the Board requires in order to timely file such reports as may be required by the Authorizer and governmental authorities.

## **ARTICLE 6**

### **SCHOOL FACILITY, OPERATING ASSETS AND RELATED SERVICES**

6.1 **School Facility.** No later than May 1, 2017, the Charter Holder shall have purchased or leased a facility (the “School Facility”) to serve as the location of the Charter School, which School Facility shall be sufficient for the operations of the School, including being in compliance with applicable laws and having sufficient capacity to accommodate staff and students based on anticipated staffing and expected enrollment, and having sufficient infrastructure to meet the technology needs of the School and to implement the Five Strand Design and STEEL Model. EdisonLearning shall provide reasonable assistance and support to the Charter Holder in identifying and procuring such School Facility as may be requested by the Board.

#### 6.2 **Operating Assets.**

(a) *Technology and Technology Support Services.* The Charter Holder shall procure, at its expense, all technology, equipment and services required to support the School’s needs and the Five Strand Design and the STEEL Model. The Charter Holder shall make such acquisitions and purchases in consultation with EdisonLearning to ensure that such technology, equipment and services are suitable for the needs of students and meet the specifications of the Five Strand Design. The costs and expenses of all School technology, equipment and services shall be Operating Costs. EdisonLearning shall provide the technology support services described in Part VI of Appendix B attached hereto, it being understood that some services will be provided by or through third party vendors, the costs of which will be invoiced by or through EdisonLearning or directly by the vendor and, in any event, shall be Operating Costs paid for out of School funds.

(b) *Curriculum Materials and Other Property.* During the Term, the Charter Holder shall, at its expense, procure all curriculum materials and other property required for the School and the implementation of the Five Strand Design as determined by EdisonLearning, and for the STEEL Model as determined by the Charter Holder. The Five Strand Design curriculum will include eCourses and eSchoolware, which shall be provided to the Charter Holder for a fee in addition to, and separate from, the Management Fees, pursuant to a license agreement separate from this Agreement.

(c) *Furniture and Fixtures.* During the Term, the Charter Holder shall, at its expense, procure, deliver and install as necessary all furniture and fixtures for the Charter Holder as appropriate to the enrollment size and grade levels being served by the Charter Holder. The Charter Holder shall make such acquisitions and purchases in consultation with EdisonLearning to ensure that the

furniture and fixtures are suitable for the needs of students and meet the specifications of the Five Strand Design and the STEEL Model.

(d) *Leasing.* EdisonLearning may, for and in the name and authorization of, the Charter Holder, enter into leasing or licensing transactions with independent third parties for the provision of technology solutions, equipment, curriculum materials, furniture or fixtures or other goods. All such leases and licenses shall be obligations of the Charter Holder and the costs and expenses thereunder shall be Operating Costs.

(e) *Ownership of Property.* Except for any leased or licensed property described in Section 6.2(d), which shall be owned by the lessor or licensor unless otherwise provided in the lease or license, all property purchased by or for the Charter Holder using School funds shall be the property of the Charter Holder.

6.3 **Contracted Services and Procurement.** EdisonLearning shall provide the contracted services, procurement services and travel and expense management services described in Part II of Appendix B, including with respect to the operating assets and services that are the responsibility of the Charter Holder to provide or procure, as requested by the Charter Holder. EdisonLearning shall have the authority to negotiate and conclude contracts for and in the name of the Charter Holder and the school. For the avoidance of doubt, all goods and services procured by EdisonLearning for or on behalf of the Charter Holder, or procured at the recommendation of EdisonLearning, shall be at the Charter Holder's sole expense and all costs and expenses thereof shall constitute Operating Costs and all goods procured thereby shall be the sole property of the Charter Holder.

## **ARTICLE 7**

### **EXTERNAL SOURCE REVENUE**

#### **7.1 Application for External Source Revenue.**

(a) The Charter Holder and the School shall seek, and comply with the requirements, terms, and conditions of applicable State law for the purpose of receiving or maintaining the Charter Holder's and the School's eligibility to receive, from the State the maximum per pupil allowance for each student enrolled in the School. The Charter Holder and the School shall also seek, and shall comply with the requirements, terms, and conditions of applicable State, federal and locals laws and other requirements for the purpose of receiving or maintaining the eligibility of the Charter Holder and/or the School and/or the School's students to receive, any and all External Source Revenue to which the Charter Holder and/or the School and/or the School's students may be entitled or for which any of them may be eligible. The Charter Holder shall apply for and, as applicable, draw down on, External Source Revenue on a timely basis. EdisonLearning and the Charter Holder shall cooperate in applying for External Source Revenue, and the Charter Holder shall ensure that its employees provide EdisonLearning with all required information and documentation in a timely manner in order for EdisonLearning to fulfill its duties under this Section 7.1. Upon reasonable advance request, EdisonLearning shall provide the Board such reports, data, and information as are reasonably necessary for the Charter Holder or the School to meet any reporting, certification or other requirements for External Source Revenue.

(b) EdisonLearning shall, on behalf of the Charter Holder, report School enrollment and attendance data to the State Department of Education in conjunction with the Charter Holder as required under the Charter and State law in order to facilitate the receipt by the Charter Holder and/or the Charter Holder of the External Source Revenue to which each is entitled. The Charter Holder shall promptly supply to EdisonLearning copies of any communications received in relation to the receipt of or eligibility for any External Source Revenue.

7.2 **Grants.**

(a) The Parties recognize that the EdisonLearning educational design provides programs and services that are supplemental to the prevailing area public schools' educational programs and that as such EdisonLearning, on behalf of the Charter Holder, reserves the right to seek External Source Revenue (such as competitive grants) to assist in the provision of these enriched programs. EdisonLearning shall have the right to apply for and receive grant money on its own or together with the Board, and to retain any such funds for its use consistent with the terms of such grants.

(b) The Charter Holder may also solicit and receive grants and donations for its own use consistent with the mission of the Charter Holder, provided that EdisonLearning's prior approval shall be required for any grants or donations that require implementation of specific programs or the purchase of specific assets for the Charter Holder, so as to ensure consistency with the EdisonLearning educational design. If no prior approval is required, the Charter Holder shall still provide notice to EdisonLearning within five (5) days of its submission of a grant application. Additionally, with respect to any grant applied for by the Charter Holder (whether with or without EdisonLearning's prior approval needed), the Charter Holder shall be solely responsible for the receipt and administration of the funds and EdisonLearning shall not be responsible for any assurances made by the Charter Holder nor shall EdisonLearning be responsible for an compliance or reporting requirements connected to a grant initiated by the Charter Holder.

(c) EdisonLearning shall provide the grant related services described in Part III of Appendix B.

**ARTICLE 8**  
**FINANCIAL MATTERS**

8.1 **School Account.** The Charter Holder shall maintain a bank account (the "School Account") into which the Charter Holder shall deposit or cause to be deposited all funds received by or for the benefit of the Charter Holder, the School and/or the School's students, including all External Public Funds. The Charter Holder shall designate EdisonLearning as an authorized signer with respect to the School Account and shall provide EdisonLearning with access to all School Account statements and records. The School Account funds shall be used to pay the expenses of the School, including the Operating Costs. The Charter Holder shall promptly provide to EdisonLearning a copy of each monthly bank statement for the School Account throughout the Term.

8.2 **Operating Costs.** All Operating Costs shall be for the account of, and paid by, the School and the Charter Holder. EdisonLearning shall use the funds in the School Account to pay the Operating Costs, including the Management Fees. For the avoidance of doubt, all costs and expenses directly or indirectly incurred by EdisonLearning for, on behalf of or relating to the Charter Holder or the School or their respective operations or otherwise in connection with providing services hereunder shall be passed through to the Charter Holder and the School and shall be Operating Costs for which EdisonLearning shall be entitled to be reimbursed. To the extent EdisonLearning has or incurs expenses that are Operating Costs, EdisonLearning shall invoice the Charter Holder or the School therefor and may pay such Operating Costs out of the School Account.

8.3 **Annual Budgets.**

(a) On or before May 15, 2017 and on or before May 15 of each Academic Year of the Term thereafter (except the last Academic Year of the Term), EdisonLearning shall submit to the Board for review and approval a proposed Annual Budget for next succeeding Academic Year of the Term. Each Annual Budget proposed by EdisonLearning shall be in reasonable detail and consistent with requirements of the Charter and this Agreement. For each Academic Year, the Board shall approve an Annual Budget that includes the payment of all reasonably anticipated Operating Costs for that Academic Year, payment of the Management Fees payable for that Academic Year, and repayment of any Working Capital Advances, if any, in accordance with this Agreement, and payment of such other amounts as may be payable to EdisonLearning. The Annual Budget approved by the Board for each Academic Year shall not deviate from the proposed Annual Budget submitted by EdisonLearning by more than two percent (2%) without EdisonLearning's prior written consent, and the Board's expenditures on behalf of the Charter Holder or the School shall not in the aggregate deviate by more than five percent (5%) from the applicable Annual Budget without EdisonLearning's prior written consent. The Charter Holder and EdisonLearning agree that the proposed Annual Budget submitted by EdisonLearning for the first Academic Year of the Term shall form the basis for future Annual Budgets.

(b) The Charter Holder acknowledges that it is responsible for meeting the financial obligations of the Charter Holder and the School, including the payment of all Operating Costs and the Management Fees. The Charter Holder further acknowledges that the Charter Holder has the obligation to pay EdisonLearning the Management Fees set forth in Section 9.1. Accordingly, if EdisonLearning notifies the Board that it projects the actual revenues to be received by the Charter Holder for an Academic Year to be less than the revenues projected in the Annual Budget for that Academic Year, or that it projects the Operating Costs of the Charter Holder for an Academic Year to be more than the Operating Costs projected in the Annual Budget for that Academic Year, the School shall be obligated to implement all necessary measures to increase the revenues of the Charter Holder (including increasing enrollment targets) and/or to reduce expenses of the Charter Holder (subject to consultation with EdisonLearning) to offset such reduction in revenues or increase in expenses, provided that such measures shall comply with all applicable laws and the Charter, and provided further that such measures shall not include reductions to any amounts paid or payable to EdisonLearning hereunder. If the Charter Holder is unable to cure a budget variance by the end of the Academic Year in which such variance occurs, EdisonLearning shall have the right to terminate this Agreement without liability or penalty to the Charter Holder. In the event of termination of this Agreement pursuant to this Section 8.3, such termination shall be effective at the end of the Academic Year in which the failure to cure the budget variance by the Charter Holder occurs.

(c) EdisonLearning shall provide the other finance services described in Part IV of Appendix B.

#### 8.4 Working Capital Advances.

(a) EdisonLearning may from time to time (such as in situations where funds are paid in arrears or delayed), without obligation and in its sole and absolute discretion, use its own funds to pay Operating Costs for or on behalf of the Charter Holder and/or the School (each such advance shall constitute a "Working Capital Advance"). Working Capital Advances shall be repaid by the Charter Holder to EdisonLearning immediately upon funds becoming available to the Charter Holder. The Charter Holder acknowledges that each Working Capital Advance shall constitute a loan to the Charter Holder which shall be evidenced by this Section 8.4 and neither a promissory note nor other documentation shall be required to evidence the obligation to repay Working Capital Advances; provided that the Charter Holder shall execute any reasonable documentation of Working Capital Advances as may be requested by EdisonLearning, including promissory notes. If EdisonLearning elects, in its sole and absolute discretion, to make a Working Capital Advance, such Working Capital Advance shall

accrue interest at the rate of ten percent (10%) per annum. Upon termination or expiration of this Agreement for any reason, all Working Capital Advances then outstanding shall become immediately due and payable, and the Charter Holder shall reimburse EdisonLearning for any outstanding Working Capital Advances immediately upon the termination or expiration of this Agreement.

(b) In no event is EdisonLearning's payment of Operating Costs or other expenses for or on the account of the Charter Holder or the School to be construed as EdisonLearning's acceptance of any responsibility or liability for any financial obligations of the Charter Holder or the School, which responsibility and liability EdisonLearning disclaims. Furthermore, in no event shall EdisonLearning be obligated, or construed to have an obligation, to advance funds or make loans to or pay expenses of the Charter Holder or the School with its own funds or funds other than the funds in the School Account.

8.5 **Financial and Business Records.** During the Term, EdisonLearning shall maintain, or arrange for the maintenance of, accurate financial and business records pertaining to the operation of the School. Upon the termination or expiration of this Agreement, EdisonLearning shall transfer or transfer control of such records to the Charter Holder and the Charter Holder shall accept, and make the necessary arrangements to accept, such transfer. EdisonLearning shall also, consistent with applicable federal and State laws and regulations concerning the maintenance and disclosure of such records, and upon reasonable advance notice, make the School's financial records available to the Board or the Authorizer upon request, or any appropriate regulatory agency entitled by law to review such records. EdisonLearning also acknowledges that all financial statements and records pertaining to the Charter Holder or the School are subject to an independent annual audit. EdisonLearning shall reasonably cooperate with the independent auditor selected or retained by the Board and, upon reasonable advance notice, make available all financial and other records pertaining to the School or the Charter Holder to such independent auditor as requested and to the extent in EdisonLearning's possession or control.

8.6 **Quarterly Financial Statements.** EdisonLearning shall provide unaudited quarterly School financial statements to the Board. These statements shall reflect the School's entire financial operation, including an itemized accounting of all amounts paid to EdisonLearning, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in the applicable Annual Budget or this Agreement.

8.7 **Student Fees.** Subject to the approval of the Board and applicable laws, EdisonLearning may charge fees to School students for program expenses for which other public schools in the region customarily charge fees or for extra services such as after-school programs, athletics and other similar activities ("Student Fees"). Student Fees shall be applied only to offset the costs and expenses of each such student program and not otherwise applied towards Operating Costs.

## **ARTICLE 9**

### **MANAGEMENT FEES**

9.1 **EdisonLearning's Management Fees.** In consideration for the management services provided by EdisonLearning hereunder, the Charter Holder shall pay EdisonLearning management fees as follows (collectively, the "Management Fees"):

(a) For the period commencing on the Effective Date and ending on June 30, 2018, the Charter Holder shall pay EdisonLearning aggregate Management Fees equal to the greater of (i) an amount equal to fifteen percent (15%) of the PPF paid or payable to the Charter Holder or the School for the first Academic Year of the Term, and (ii) \$548,250.

(b) For the Academic Year commencing on July 1, 2018 and ending on June 30, 2019, the Charter Holder shall pay EdisonLearning aggregate Management Fees equal to the greater of (i) fifteen percent (15%) of the PPF paid or payable to the Charter Holder or the School for that Academic Year of the Term, and (ii) \$657,900.

(c) For the Academic Year commencing on July 1, 2019 and ending on June 30, 2020, the Charter Holder shall pay EdisonLearning aggregate Management Fees equal to the greater of (i) fifteen percent (15%) of the PPF paid or payable to the Charter Holder or the School for that Academic Year of the Term, and (ii) \$771,717.

(d) If this Agreement is renewed beyond the Initial Term:

(i) for the Academic Year commencing on July 1, 2020 and ending on June 30, 2021, the Charter Holder shall pay EdisonLearning aggregate Management Fees equal to the greater of (i) fifteen percent (15%) of the PPF paid or payable to the Charter Holder or the School for that Academic Year of the Term, and (ii) \$787,151; and

(ii) for the Academic Year commencing on July 1, 2021 and ending on June 30, 2022, and for each Academic Year thereafter during the Term, the Charter Holder shall pay EdisonLearning aggregate Management Fees equal to the greater of (i) fifteen percent (15%) of the PPF paid or payable to the Charter Holder or the School for the applicable Academic Year, and (ii) \$802,894 (\$802,894 being the "Minimum Fee Amount"), except that, after June 30, 2022, if the Minimum Fee Amount for each successive Academic Year shall be increased by a percentage equal to the percentage that the PPF for that Academic Year increased over the PPF for prior Academic Year, if any.

For the avoidance of doubt, the Management Fees are separate from and in addition to any amounts payable to EdisonLearning for eCourses or eSchoolware, or for other costs or expenses incurred directly or indirectly by EdisonLearning in connection with the performance of services hereunder, all of which shall be billed separately to the Charter Holder and shall constitute Operating Costs.

9.2 **Payment of Management Fees.** The Management Fee for each Academic Year of the Term shall be paid from the School Account in (twelve) 12 equal monthly installments beginning in July 2017 (each, an "Installment"). Invoices for Installments shall be submitted by EdisonLearning to the School on or about the 10<sup>th</sup> of each calendar month during the Term and shall be due and payable on receipt. Should the Charter Holder have not received External Source Revenue in time to pay the first Management Fee Installment in July 2017, the first payment (and any other payments that were not timely made) shall be made immediately upon receipt of such External Source Revenue. At the end of each Academic Year, EdisonLearning shall be given an accounting of the External Source Revenue received by or payable to the School for that Academic Year, and shall be entitled to prompt payment of any shortfall between the Management Fees paid for that Academic Year and the amount that should have been paid for that Academic Year.

9.3 **Management Fee Carryovers.**

(a) If, due to budget variances or other reasons, the Charter Holder is unable to pay any Management Fees in total within thirty (30) days after the end of the applicable Academic Year, the Charter Holder shall:

(i) comply with Section 8.3 with respect to meeting budget targets and necessary measures; and



(ii) be permitted to carry over the unpaid Management Fees to the next Academic Year interest-free with the understanding that (x) the unpaid Management Fees from the prior Academic Year shall be paid prior to payment of the current Academic Year's Management Fees; and (y) in any event, the carried-over unpaid Management Fees from an Academic Year must be paid in full by the end of the next Academic Year. Thereafter, any unpaid amounts shall accrue interest, payable to EdisonLearning, at a rate of 1.5% per annum. In the event there are unpaid Management Fees upon termination or expiration of the Agreement for any reason, the unpaid Management Fees shall be paid to EdisonLearning within thirty (30) days after such termination or expiration.

## **ARTICLE 10**

### **SCHOOL PERSONNEL**

10.1 **Personnel Responsibilities.** All personnel working at the School, including all teaching staff, shall be employees of the Charter Holder, provided that the School Principal and School Operations Manager (the "School Leaders") shall be employees of EdisonLearning, except to the extent prohibited by law. EdisonLearning shall have the right and authority to recruit, determine the compensation and terms of employment of, select, hire, assign duties to, supervise, evaluate, discipline, terminate the employment of and replace the School Leaders, consistent with the Charter, applicable federal and State laws, rules and regulations, and applicable Annual Budgets; provided that EdisonLearning shall not hire a candidate for a School Leader position without the Board's consent. All EdisonLearning employees at the School shall be compensated strictly in accordance with EdisonLearning's compensation policies. EdisonLearning shall, to the extent reasonably practicable, provide the Board with advance notice of any disciplinary action it intends to take with respect to a School Leader or if it intends to terminate the employment of a School Leader.

10.2 **Staffing Levels.** EdisonLearning shall determine staffing levels in the School and shall have the authority, in consultation with the Board, to recruit, determine the compensation and terms of employment of, select, hire, assign duties to, supervise, evaluate, discipline and replace any and all School personnel employed by the Charter Holder consistent with the Charter, applicable federal and State laws, rules and regulations, and applicable Annual Budgets; provided that EdisonLearning shall not have the authority to, without the Board's prior written approval, (a) terminate the employment of any School teachers (for the avoidance of doubt, School Leaders shall not be considered teachers for this purpose), or (b) hire, terminate the employment of or replace any persons employed in the following positions: Chief Visionary / English Department Charter (will teach yr 1- 3); Chief Academic Officer/HS Leader (will teach yr 1-3); PRIDE Director - Dean of Students; School Programs and Character Development Director (Student and Family); Lead School Counselor; Community Development and Partnership Director (Community outreach); EC Director-Special Ed.

10.3 **Background Checks, Certifications and Licenses for EdisonLearning Employees and Independent Contractors.** EdisonLearning shall ensure that all EdisonLearning employees and independent contractors who will be on School grounds when students are present or who will have any direct contact with School students have successfully completed the background checks under, and otherwise meets the requirements of, applicable State laws, rules and regulations and the Charter. EdisonLearning shall also ensure that any teacher employed by EdisonLearning and assigned to the Charter Holder shall hold all licenses and certifications required under, and otherwise meets the requirements of, applicable State laws.

10.4 **HR Services.** EdisonLearning shall provide the other Human Resources services set forth in Part V of Appendix B.

10.5 **Non-Solicitation of EdisonLearning Employees.** During the Term, and for two (2) years after its expiration or termination for any reason, the Charter Holder agrees that it shall not hire or attempt to hire EdisonLearning's employees. Since it would be difficult to measure the damages EdisonLearning would suffer in the event that School hired an EdisonLearning employee in violation of this Section 10.5, the Parties agree that the Charter Holder shall pay liquidated damages to EdisonLearning in such event in an amount equal to 75% of the EdisonLearning employee's total annual compensation.

10.6 **Independent Contractor Services.** All costs and expenses of independent contractors (including third-party staffing companies) engaged to provide support services at or for the Charter Holder, such as special education services, student counseling services, school psychologist services, and other specialist services in the areas of behavioral or learning disabilities, shall be Operating Costs.

## **ARTICLE 11**

### **PROPRIETARY INFORMATION**

#### **11.1 Proprietary Information.**

(a) (i) The Charter Holder acknowledges and agrees that EdisonLearning has a proprietary interest in the Five Strand Design, that the Five Strand Design is core to EdisonLearning's business, and, as such, has significant value. The Charter Holder acknowledges and agrees that EdisonLearning either owns, co-owns, and/or licenses from third parties certain confidential, proprietary information, assets and materials, including the Five Strand Design, the eCourses and eSchoolware and all related instructional materials, training materials, curriculum and lesson plans, and other materials, teaching methodologies and school management methodologies developed by EdisonLearning, its employees, agents or subcontractors (collectively, the "Materials"). The Charter Holder agrees that neither it nor the School owns or shall own or have any interest in any existing, or any hereafter created, copyrights or other intellectual property rights with respect to the Materials. EdisonLearning shall have the sole and exclusive right to license the Materials to third parties and neither the Charter Holder nor the School shall have any right to license any Materials to third parties.

(ii) EdisonLearning acknowledges and agrees that the Charter Holder has a proprietary interest in the STEEL Model, that the STEEL Model is core to the Charter Holder's business, and, as such, has significant value. EdisonLearning acknowledges and agrees that the Charter Holder either owns, co-owns the STEEL Model and all related instructional materials developed by the Charter Holder for use with the STEEL Model (collectively, the "STEEL Materials"). EdisonLearning agrees that it does not own and shall not own or have any interest in any existing, or any hereafter created, copyrights or other intellectual property rights with respect to the STEEL Materials, except for the right to use the STEEL Materials for purposes of performing its obligations under tis Agreement. The Charter Holder shall have the sole and exclusive right to license the STEEL Materials to third parties and EdisonLearning shall not have any right to license any STEEL Materials to third parties.

(b) (i) Neither the Charter Holder nor the School shall have any right to bring any infringement claim or other claim in the Materials. The Charter Holder may defend any infringement or other claim in the Materials brought against them; provided that it shall cooperate with EdisonLearning in the defense of any such claim or any related settlement negotiations. The Charter Holder shall promptly notify EdisonLearning in writing of any actual or suspected infringement or violation of any right, title, or interest related to the Materials of which the Charter Holder becomes aware.

(ii) EdisonLearning shall not have any right to bring any infringement claim or other claim in the STEEL Materials. EdisonLearning may defend any infringement or other claim in the STEEL Materials brought against them; provided that it shall cooperate with the Charter Holder in the defense of any such claim or any related settlement negotiations. EdisonLearning shall promptly notify the Charter Holder in writing of any actual or suspected infringement or violation of any right, title, or interest related to the STEEL Materials of which EdisonLearning becomes aware.

(c) The Charter Holder shall take all measures reasonably necessary to protect the Materials from being disclosed to or used by any third party without EdisonLearning's prior written approval, which approval may be withheld in EdisonLearning's sole and absolute discretion. The Charter Holder shall require all School employees and agents to agree in writing that they shall not disclose the Materials or STEEL Materials to any third party, or publish, copy, transmit to any third party, modify, or alter the Materials or the STEEL Materials, or use the Materials or the STEEL Materials without EdisonLearning's or the Charter Holder's, as applicable, prior written approval; provided, however, that nothing in this Section 11.1 shall prevent a person from using lesson plans or other instructional material that he or she has developed for his or her own use, provided that such materials are not based on and do not incorporate or reference any Materials or STEEL Materials or otherwise violate the intellectual property rights of EdisonLearning, the Charter Holder or of any third party. Notwithstanding the foregoing, nothing in this Section 11.1 shall be construed in a manner that would require the Charter, Holder, the School or EdisonLearning to act in violation of any applicable federal or State open records or similar law.

11.2 **Advertising Materials.** Any advertising or promotional material with respect to EdisonLearning and/or the Charter Holder and/or with respect to products, services or terms in this Agreement shall be provided to EdisonLearning in original form for review and approval prior to distribution, which approval may be granted or withheld in EdisonLearning's sole and absolute discretion, and shall constitute Materials. The Charter Holder agrees that EdisonLearning may refer to its relationship with the Charter Holder and/or the School on its internet website or in marketing materials, press releases, or any other print or electronic media.

11.3 **Obligations on Termination or Expiration.** Upon the termination or expiration of this Agreement:

(a) the Charter Holder and the School shall, and shall cause the School's students to, immediately cease using all Materials, including any eCourses, and the Charter Holder and the School shall, within thirty (30) days thereafter, return to EdisonLearning and/or destroy (as instructed by EdisonLearning) any and all copies of the Materials. The Charter Holder and the School shall certify to EdisonLearning in writing their compliance with the foregoing on request by EdisonLearning.

(b) EdisonLearning shall immediately cease using all STEEL Materials and EdisonLearning shall, within thirty (30) days thereafter, return to the Charter Holder and/or destroy (as instructed by the Charter Holder) any and all copies of the STEEL Materials in its possession. EdisonLearning shall certify to the Charter Holder in writing their compliance with the foregoing on request by the Charter Holder.

## **ARTICLE 12**

### **REPRESENTATIONS AND UNDERTAKINGS**

12.1 **Representations of the Charter Holder.** The Charter Holder represents and warrants to EdisonLearning that:

(a) the Charter Holder is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State;

(b) the Charter Holder has and will have all requisite authority under State law and pursuant to its organizational documents and the Charter, to execute, deliver and perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement has been duly authorized by the Board, and the Charter Holder has obtained and will obtain all consents, permissions and approvals required in connection with its execution, delivery and performance of this Agreement, including the consent of the Authorizer;

(d) this Agreement has been duly executed by the Charter Holder and constitutes the legal, valid and binding obligation of the Charter Holder enforceable against it in accordance with its terms;

(e) the execution, delivery and performance of the terms of this Agreement will not violate, constitute a default under or conflict with any other agreement to which the Charter Holder is a party and the Charter Holder is not a party to any contract that would preclude or impair the Charter Holder from performing its obligations hereunder or the Charter from being granted;

(f) the Charter Holder is and will remain in good standing with the Authorizer, and is not aware of any material issues that might affect such good standing; and

(g) there is no pending or threatened litigation or claim against the Board or the Charter Holder that, if determined adversely to the Board or the Charter Holder, would reasonably be expected to adversely affect the ability of the Charter Holder to perform this Agreement.

12.2 **Covenants of the Charter Holder.** The Charter Holder covenants to EdisonLearning as follows:

(a) the Charter Holder shall comply with all federal and State laws applicable to this Agreement and the School, including all requirements necessary to maintain its status as a nonprofit corporation in good standing under the laws of the State;

(b) the Charter Holder shall obtain as promptly as practicable, but in any event within the time frame required by State law, and thereafter maintain in good standing its, status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;

(c) the Charter Holder shall comply with the Charter;

(d) the Charter Holder shall cooperate with EdisonLearning in all matters relating to the School and the services provided hereunder and provide such access to the School's facilities, personnel, vendors and suppliers as may reasonably be requested by EdisonLearning for the purposes of setting up and performing services hereunder;

(e) the Charter Holder shall respond promptly to any EdisonLearning request to provide direction, information, approvals, access, authorizations, decisions or instructions that are reasonably necessary for EdisonLearning to set up and perform its services hereunder or otherwise in connection with the School;

(f) the Charter Holder shall provide EdisonLearning with such support, information and documentation as EdisonLearning may request to set up and carry out its services hereunder in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and

(g) the Charter Holder shall take reasonable measures to ensure that the Board's President and Treasurer shall be reasonably available by phone or, if necessary, in person (or in their stead other Board members shall be designated to perform such responsibilities) during normal business hours during the Term, and such persons shall use reasonable efforts to promptly respond when contacted by EdisonLearning.

12.3 **Representations of EdisonLearning.** EdisonLearning represents and warrants to the Charter Holder that:

(a) EdisonLearning is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Agreement, acting by and through its duly authorized officers;

(b) this Agreement is a valid and binding obligation of EdisonLearning, enforceable in accordance with its terms;

(c) the execution, delivery and performance of the terms of this Agreement will not violate, constitute a default under or conflict with any other agreement to which EdisonLearning is a party and EdisonLearning is not a party to any contract that would preclude or impair the Charter Holder from performing its obligations hereunder; and

(d) there is no pending or threatened litigation against EdisonLearning that, if determined adversely to EdisonLearning, would reasonably be expected to materially and adversely affect the ability of EdisonLearning to perform this Agreement.

### **ARTICLE 13** **INDEMNIFICATION**

13.1 **Indemnification by EdisonLearning.** Subject to the terms and limitations of this Agreement, EdisonLearning shall indemnify and hold harmless the Charter Holder and the Charter Holder's directors, officers and employees from and against any liabilities and/or expenses (including reasonable attorneys' fees) incurred by any of them because of a third-party claim against any of them due to EdisonLearning's gross negligence or willful misconduct in performing its obligations under this Agreement. EdisonLearning shall also, subject to the terms and limitations of this Agreement, indemnify and hold harmless the Charter Holder for any third-party claim against the Charter Holder that any of the Materials or any professional development programs provided to the Charter Holder by EdisonLearning infringe the third party's copyright or other proprietary rights. In the event or threat of any such infringement claim, the Charter Holder and the School shall immediately cease using the Materials or services at issue and EdisonLearning shall have the right to substitute new Materials or services for any allegedly infringing Materials or professional development services.

13.2 **Indemnification by the Charter Holder.** To the greatest extent permitted under State law, the Charter Holder shall indemnify and hold harmless EdisonLearning and its affiliates and EdisonLearning's and its affiliates' owners, managers, directors, officers, and employees (collectively the "EdisonLearning Indemnitees") from and against any liabilities and/or expenses (including reasonable

attorneys' fees) incurred by any of the EdisonLearning Indemnitees because of a third-party claim against any of them arising out of or relating to the Charter Holder or its business, operations or properties, except to the extent caused by the gross negligence or willful misconduct of EdisonLearning in performing its obligations under this Agreement. The Charter Holder shall also, subject to the terms and limitations of this Agreement, indemnify and hold harmless EdisonLearning for any third-party claim against EdisonLearning that any of the STEEL Materials infringe the third party's copyright or other proprietary rights. In the event or threat of any such infringement claim, EdisonLearning shall immediately cease using the STEEL Materials or services at issue and the Charter Holder shall have the right to substitute new STEEL Materials or services for any allegedly infringing STEEL Materials. The Charter Holder shall also indemnify and hold harmless the EdisonLearning Indemnitees from and against any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, of whatsoever kind or character, including attorney fees, for injury to property or persons, occurring or allegedly occurring or arising out of any environmental conditions existing or allegedly existing at the Charter Holder, unless such conditions have been created by substances brought onto the site by EdisonLearning.

13.3 **Adequate Consideration.** The Parties acknowledge the receipt of fair and adequate consideration for the indemnification rights and obligations set forth in this Article 13.

13.4 **Right of Defense.** In order to claim indemnification under this Agreement, the Party seeking indemnification shall promptly notify the other Party in writing of its intent to seek indemnification. The prospective indemnifying Party shall have the right, but not the obligation, to control the defense of any claim for which it indemnifies the other Party, and the Party seeking indemnification shall cooperate in the defense of the claim, provided that it shall participate in the defense of such claim at its own expense with counsel of its own choosing.

13.5 **No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any applicable limitations of liability to third parties provided or available to a Party under applicable State governmental immunity laws or other laws.

## **ARTICLE 14** **TERMINATION**

14.1 **Termination Due to Non-Renewal or Termination of Charter.** This Agreement shall terminate, automatically and without the necessity of further action on the part of the Parties, upon and on the expiration or termination of the Charter for any reason.

### **Termination by the Charter Holder.**

(a) The Charter Holder may terminate this Agreement for cause prior to the end of the Term in accordance with the procedures set forth in Section 14.2(b) below, for any of the reasons set forth in subparagraphs (i), (ii) or (iii) below:

(i) if at any time after the first Academic Year of this Agreement, the School has failed to make adequate progress toward student achievement, based on the performance criteria set forth in Appendix A; provided that the Charter Holder has advised EdisonLearning in writing that its performance has been deficient and has allowed EdisonLearning at least one Academic Year from the time such notice is given in which to remedy such deficiencies;

(ii) if EdisonLearning breaches a material provision of this Agreement and such breach is not cured within ninety (90) days after EdisonLearning's receipt of written notice of such

breach from the Charter Holder; provided, that if such breach cannot be cured within such ninety (90) day period, the Charter Holder may terminate this Agreement if, and only if, EdisonLearning failed to take reasonable steps to cure the breach within such ninety (90) day period; or

(iii) if there occurs an enactment, repeal, promulgation or withdrawal of any federal, State, or local law, regulation, or court or administrative decision or order which, after exhausting all possible appeals, results in a final judgment or finding that this Agreement or the operation of the School in conformity with this Agreement, would violate the Charter Holder's responsibilities, duties or obligations under State or federal laws, rules or regulations.

(b) The following procedures shall apply to any termination pursuant to Section 14.2(a): The Charter Holder shall give EdisonLearning written notice of its intent to terminate this Agreement at least ninety (90) days prior to the effective date of termination stated in the notice. The cause for termination shall immediately be submitted to the Board President and EdisonLearning's Chief Executive Officer, or their respective designees, for consideration and discussions to attempt to resolve the matter. If these representatives are unable to resolve the matter, then termination shall become effective in accordance with the Charter Holder's termination notice unless the alleged default is cured within ninety (90) days of the date of the notice. Notwithstanding the foregoing, any termination will not become effective until the end of an Academic Year unless there are unusual and compelling circumstances which would justify the disruption to the educational program and the students which would be caused by a mid-year termination, and the Charter Holder must fulfill its obligations set forth in this Agreement until the effective date of termination.

#### 14.3 Termination by EdisonLearning.

(a) In addition to the right of termination set forth in Section 8.3 of this Agreement, EdisonLearning may terminate the Agreement for cause prior to the end of the Term, in accordance with the procedures set forth in Section 14.3(b) below as applicable, for any of the reasons set forth in subparagraphs (i)-(vii) below:

(i) if (x) the Board adopts an Annual Budget for an Academic Year that deviates from the proposed Annual Budget submitted by EdisonLearning by more than two percent (2%) without EdisonLearning's prior written consent, (y) the Board's expenditures on behalf of the Charter Holder, in the aggregate, deviate by more than five percent (5%) from the applicable Annual Budget without EdisonLearning's prior written consent, or (z) the Board fails to adopt the personnel, curriculum, program or similar recommendations of EdisonLearning with respect to the School, which EdisonLearning reasonably determines to be necessary for the implementation of EdisonLearning's educational design at the School;

(ii) if the Charter Holder fails to pay within thirty (30) days after the date when due any monetary obligation of the Charter Holder as required by the provisions of this Agreement;

(iii) if the Charter Holder materially breaches any of the material non-monetary provisions of this Agreement and fails to remedy such breach within ninety (90) days after receipt of written notice of such breach from EdisonLearning, unless such breach is incapable of being cured within ninety (90) days in which case this Agreement may be terminated if the Charter Holder fails to initiate and pursue a cure for such breach within ninety (90) days after receipt of such written notice;

(iv) if there is a material reduction in the Charter Holder's funding that either has a material adverse effect on EdisonLearning's ability to perform the services hereunder or impairs the funding of the Operating Costs or other amounts payable hereunder or that the Charter Holder is unable to recoup utilizing other means within sixty (60) days;

(v) the enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which has a material adverse effect on EdisonLearning's ability to operate the School in accordance with its Annual Budget or its educational design;

(vi) if the Charter Holder, or any of its employees or agents, breaches its obligations under Article 11 hereof; or

(vii) if (x) the Charter is not granted to the Charter Holder by the Authorizer by December 31, 2017, (y) the Charter Holder has not received by December 31, 2017 sufficient funds from fundraising activities and other sources (other than the State and federal funds anticipated to be received by the School for the first Academic Year based on anticipated School enrollment) to offset any budget deficit in the first Academic Year of the Term, or (z) the Charter Holder does not have possession and use of a School Facility by May 1, 2017.

(b) The following procedures shall apply to any termination pursuant to Section 14.3(a)(i), (iii), (iv), or (v): EdisonLearning shall give the Board written notice of its intent to terminate this Agreement at least ninety (90) days prior to the effective date of the termination stated in the notice. The cause of termination shall immediately be submitted to the Board President and EdisonLearning's Chief Executive Officer, or their respective designees, for consideration and discussions to attempt to resolve the matter. If these representatives are unable to resolve the matter, then termination shall become effective in accordance with EdisonLearning's termination notice unless the alleged default is cured within ninety (90) days of the date of the notice. Notwithstanding the foregoing, any termination will not become effective until the end of an Academic Year unless there are unusual and compelling circumstances that justify the disruption to the educational program and the students which would be caused by to a mid-year termination. The breach by the Charter Holder of any of its obligations under Section 5.1, Section 7.1, Section 8.3(b) or Section 9.3(a)(i) shall constitute an "unusual or compelling" circumstance warranting a mid-year termination. In the case of a termination pursuant to 14.3(a)(ii) or (vii), the termination shall be effective immediately upon notice thereof or such other date as shall be specified by EdisonLearning in its notice of termination. In the case of a termination pursuant to Section 14.3(a)(vi), termination shall be effective immediately upon the delivery of notice, provided that EdisonLearning has reasonable grounds to believe that the provisions of Article 11 have been violated.

14.4 **Obligations on Termination or Expiration.** In addition to the other obligations of the Parties on termination or expiration of this Agreement, upon the termination or expiration of this Agreement for any reason all rights granted under this Agreement shall cease and: (a) the Charter Holder shall pay to EdisonLearning within thirty (30) days of such termination or expiration, all amounts due to EdisonLearning hereunder, including amounts owed in respect of the Management Fees and Working Capital Advances; (b) EdisonLearning shall cease providing, and the Charter Holder shall not have any further right to receive or have the benefit of, the services hereunder; (c) EdisonLearning shall cease providing the Charter Holder and its students with access to or use of any, and the Charter Holder and its students shall have no further right to access or use any, and the Charter Holder and its students shall immediately cease accessing and using all, of the Materials, including any eCourses; and (d) each Party shall, within thirty (30) days of the termination or expiration, return to the other Party all data, confidential information, and marketing, sales and promotional materials provided by the other Party. To



the extent EdisonLearning has placed any of its own assets in the Charter Holder during the Term, upon termination of this Agreement for any reason, the Charter Holder shall pay to EdisonLearning the Net Book Value of such assets. All assets purchased by the Charter Holder or with School funds shall remain the property of the Charter Holder upon termination, or as may otherwise be required by applicable Law.

14.5 **Remedies.** The sole remedies of the Parties for any breaches of this Agreement shall be specific performance of the obligations outlined herein or termination of this Agreement in accordance with Sections 14.2 and 14.3, except for any breach of any obligation to make monetary payments to the other Party, and except that nothing herein is intended to prevent or prohibit EdisonLearning from seeking or obtaining equitable remedies, including injunctive relief, in a court of competent jurisdiction.

14.6 **Survival.** In addition to any provisions that by their terms survive the termination or expiration of this Agreement, Articles 9, 11, 13, 14, 16, 17 and 18 of this Agreement, and the Charter Holder's obligations to repay to EdisonLearning all Working Capital Advances and to pay EdisonLearning all other amounts owed to EdisonLearning hereunder, shall survive the termination or expiration of this Agreement.

## **ARTICLE 15** **INSURANCE**

### 15.1 **Required Insurance.**

(a) During the Term, EdisonLearning shall, at its own expense, maintain and carry in full force and effect, insurance as set forth in Appendix C attached hereto. The insurance carried by EdisonLearning shall cover solely EdisonLearning's liability arising out its performance of its duties under this Agreement. During the Term, the Charter Holder shall, at its own expense, maintain and carry in full force in effect at least the insurance required under the Charter and pursuant to applicable laws and shall ensure that such insurance covers EdisonLearning against liability arising out of the Charter Holder's and the School's operations. Each Party's insurance policies shall be issued by an insurance company or companies selected by such Party; provided that, at the Charter Holder's request, EdisonLearning shall assist the Charter Holder with the procurement of insurance through its procurement services. The Charter Holder will be named as an additional insured on EdisonLearning's commercial general liability and crime insurance policies, but such additional insured status shall only extend coverage to the Charter Holder for its liability for the negligent or intentional acts or omissions of EdisonLearning in performing services under this Agreement. The Charter Holder shall cause EdisonLearning to be named as additional insured on the Charter Holder's commercial general liability, automobile liability and crime insurance policies, and as an additional insured employer on its Workers' Compensation policy.

(b) The Charter Holder shall require that all contractors, if any, providing transportation, food and/or security services to the Charter Holder shall name EdisonLearning and its agents, representatives and subcontractors as additional insureds under their respective commercial general liability and automobile liability insurance policies (which policies must be reasonably acceptable to EdisonLearning and issued through reputable insurance carriers) for personal injury and property damage.

(c) The insurance policies maintained by each Party pursuant to this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled or reduced, in coverage or limits, except after thirty (30) days prior written notice to EdisonLearning and the Board,

as applicable. The Parties shall furnish one another copies of the insurance policies or Certificates of Insurance which demonstrate compliance with this Agreement on request.

15.2 **Coordination of Risk Management.** The Parties shall coordinate risk management activities with one another. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with one another in the defense of any claims and complying with any defense and reimbursement provisions of State governmental immunity laws and applicable insurance policies. EdisonLearning shall give the Board prompt written notice of each legal claim made against it arising out of its management of the Charter Holder. Similarly, the Board shall promptly notify EdisonLearning in writing of any claim against EdisonLearning, the Charter Holder or the Board arising out of or relating to the Charter Holder or EdisonLearning, and shall cooperate fully with EdisonLearning in the defense of any claims. Neither EdisonLearning nor the Charter Holder shall compromise, settle, negotiate or otherwise affect any disposition of any claim or potential claims asserted against it to the extent such claims are insured or indemnified by or through the other Party without the approval of the other Party.

## **ARTICLE 16** **DISPUTE RESOLUTION**

16.1 **Issue Resolution.** The Parties intend to work collaboratively to timely address and resolve any issues that arise with respect to the performance of services under this Agreement. To that end, the Charter Holder shall present any issues regarding the services hereunder to a designated EdisonLearning representative charged with oversight of such services, who shall work with the Charter Holder to resolve all such issues in a timely manner. All such requests shall be made by email or facsimile to this designated individual. If diligent efforts to resolve an issue with the designated individual should fail, the Charter Holder should then contact, by certified mail, EdisonLearning's Senior Vice President, Achievement Solutions.

16.2 **Alternative Dispute Resolution.** If any dispute arises between the Parties with respect to this Agreement and such dispute is not resolved within thirty (30) days after the Parties commence discussions pursuant to Section 16.1 above, such dispute shall be resolved in accordance with the alternative dispute resolution procedures set forth in Appendix D attached hereto, except that nothing in this Article 16 or Appendix D is intended to prevent or prohibit either Party from seeking or obtaining equitable remedies, including injunctive relief, in a court of competent jurisdiction. If the dispute concerns amounts payable to EdisonLearning hereunder, the Charter Holder shall continue to pay all sums that are not in dispute in accordance with the terms of this Agreement.

16.3 **Injunctive Relief.** Notwithstanding anything to the contrary in this Article 16, a violation or threatened violation of the provisions contained in Article 11 of this Agreement would cause irreparable harm to EdisonLearning, the cost of which would be difficult to measure. Accordingly, EdisonLearning shall be entitled injunctive relief or other equitable relief in connection with any such violations or threatened violations without the necessity of proving irreparable harm or posting a bond.

## **ARTICLE 17** **DISCLAIMERS, LIMITATIONS OF LIABILITY AND FORCE MAJEURE**

17.1 **DISCLAIMERS.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND PRODUCTS PROVIDED BY EDISONLEARNING HEREUNDER ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, EDISONLEARNING MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ALL, OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED

(EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED) AND ANY WARRANTY THAT THE SERVICES OR PRODUCTS PROVIDED IN CONNECTION THERWITH SHALL BE UNINTERRUPTED OR ERROR-FREE; NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, WITH RESPECT TO OR RELATING TO THIS AGREEMENT OR THE SERVICES OR PRODUCTS PROVIDED HEREUNDER.

## 17.2 **LIMITATIONS OF LIABILITY.**

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EDISONLEARNING BE LIABLE TO THE SCHOOL OR ANY OTHER PERSON FOR, AND NEITHER THE SCHOOL NOR ANY OTHER PERSON SHALL HAVE THE RIGHT TO CLAIM OR RECOVER FROM EDISONLEARNING, UNDER, IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES OR PRODUCTS PROVIDED HEREUNDER, ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, LOSSES OR EXPENSES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING LOST PROFITS, REVENUES, GOODWILL, SAVINGS, BUSINESS OR DATA, UNAUTHORIZED ACCESS TO DATA OR INFORMATION OR OTHER PECUNIARY LOSS), WHETHER FORESEEABLE OR UNFORESEEABLE, HOWSOEVER CAUSED OR ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EDISONLEARNING'S MAXIMUM AGGREGATE LIABILITY UNDER, IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THIS AGREEMENT AND THE SERVICES OR PRODUCTS PROVIDED HEREUNDER (UNDER ANY LEGAL OR EQUITABLE THEORY) IS LIMITED TO, AND SHALL IN NO EVENT EXCEED, THE TOTAL AMOUNT OF THE MANAGEMENT FEES PAID TO EDISONLEARNING UNDER THIS AGREEMENT, AND IN NO EVENT SHALL EDISONLEARNING'S LIABILITY FOR ANY PARTICULAR INCIDENT OR OCCURRENCE EXCEED THE AGGREGATE MANAGEMENT FEE PAYMENTS PAID TO EDISONLEARNING FOR THE ACADEMIC YEAR IN WHICH THE INCIDENT OR OCCURRENCE GIVING RISE TO THE LIABILITY OCCURRED.

(c) Notwithstanding anything to the contrary herein, EdisonLearning will have no obligation or liability to the Charter Holder for or with respect to any: (i) breaches by EdisonLearning of any of its representations, warranties or covenants under this Agreement directly or indirectly caused by any acts or omissions of the Charter Holder (including breaches of this Agreement) or third parties or by circumstances beyond EdisonLearning's reasonable control, such as those described in Section 17.3 below; (ii) any services, data, software, information, equipment or other materials or property provided by the Charter Holder or any third party in connection with the School or the services provided hereunder, or the failure of any thereof, or EdisonLearning's use of any thereof in connection with the performance of services hereunder; or (iii) use of or transmission of data or information via the internet.

17.3 **Force Majeure.** Neither Party will be responsible for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control, including any acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, malfunction of portions of the Internet or another third party network, changes in or new laws, regulations or rules promulgated after the Effective Date, communication line failures, power failures, equipment failures, fires or other disasters, failures of third parties to provide goods or services and other acts or omissions of third parties.

**ARTICLE 18**  
**MISCELLANEOUS**

18.1 **Entire Agreement.** This Agreement and the Appendices and Exhibits hereto, each of which is made a part hereof by reference, constitute the entire agreement between the Parties concerning the subject matter hereof and thereof and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties.

18.2 **Binding Effect.** This Agreement is binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

18.3 **No Third Party Beneficiary Rights.** No third party, whether a constituent of the Charter Holder or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the Charter Holder or EdisonLearning in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

18.4 **Amendments.** This Agreement may not be altered, amended, changed or modified except by an agreement in writing approved with all the formalities of this initial Agreement and executed by a properly authorized representative of each of EdisonLearning and the Charter Holder, and in compliance with the requirements of the Charter.

18.5 **Severability.** Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term or provision shall be construed (i) to have been modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and (ii) to give effect to the intent of the Parties (including with respect to the economic effect of the Agreement), and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

18.6 **No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

18.7 **Subcontracting/Assignment.** EdisonLearning reserves the right to subcontract and/or delegate the performance of any and all of EdisonLearning's duties and obligations specified under this Agreement to employees of the Charter Holder and/or to public or private subcontractors and to contract with third parties to provide goods or services to or for the Charter Holder, subject to applicable law and the Charter. Except for the foregoing, neither Party may or shall assign, delegate or transfer this Agreement or any right or obligation hereunder without the prior written consent of the other Party; provided, however, that EdisonLearning may assign and transfer this Agreement and its obligations hereunder without prior notice to or the consent of the Charter Holder to a successor entity that acquires substantially all of EdisonLearning's assets or business. Following any such assignment or transfer, EdisonLearning shall provide notice to the Charter Holder.

18.8 **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State. Any judicial intervention or enforcement shall be in a State or Federal court having jurisdiction over any dispute arising from this Agreement.

18.9 **Legal Representation and Costs.** Except as otherwise expressly provided in this Agreement, each Party shall be responsible for its own legal representation and costs. Except where

there is an actual or potential conflict of interest, the Parties shall reasonably cooperate with legal counsel for one another in connection with any legal claim asserted against either of them.

18.10 **Remedies Cumulative.** Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement and all other rights and remedies available to either Party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity.

18.11 **Challenges to the Legality of this Agreement.** Should any claim, demand or suit be filed against the Charter Holder arising out of any claim that all or any part of this Agreement is in violation of any applicable law, the Charter Holder shall promptly notify EdisonLearning of such claim, demand or suit, and shall actively seek EdisonLearning's assistance in the defense of such claim, demand or suit.

18.12 **Notices.** All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, by facsimile or email transmission, or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a Party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date of the confirmed facsimile or email transmission, on the date delivered by a nationally-recognized overnight courier, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. Either Party may from time to time change the individual(s) who will receive notices and/or its address for notification purposes by giving the other Party written notice of such change at the address provided below.

To EdisonLearning at:

EdisonLearning, Inc.  
Harborside 5  
185 Hudson Street  
Suite 2910  
Jersey City, NJ 07311-4043  
Attn: Emeka Nti, Regional VP of Business  
Development, East  
  
Fax No.: (201) 333-5424  
e-mail: [Emeka.Nti@edisonlearning.com](mailto:Emeka.Nti@edisonlearning.com)

with a copy to:

EdisonLearning, Inc.  
Harborside 5  
185 Hudson Street  
Suite 2910  
Jersey City, NJ 07311-4043  
Attn: General Counsel  
  
Fax No.: (201) 333-5424  
e-mail: [legal@edisonlearning.com](mailto:legal@edisonlearning.com)

To the Charter Holder at:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
  
Fax No.:  
e-mail:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
  
Fax No.:  
e-mail:

18.13 **Headings and Construction.** The headings in this Agreement are inserted for convenience only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. In this Agreement, unless the context otherwise requires, words in the singular form shall include the plural form and vice versa, and words denoting any gender shall

effective on the date personally delivered, on the date of the confirmed facsimile or email transmission, on the date delivered by a nationally-recognized overnight courier, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. Either Party may from time to time change the individual(s) who will receive notices and/or its address for notification purposes by giving the other Party written notice of such change at the address provided below.

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EdisonLearning, Inc.  
Harborside 5  
185 Hudson Street  
Suite 2910  
Jersey City, NJ 07311-4043  
Attn: Emeka Nti, Regional VP of Business  
Development, East

Fax No.: (201) 333-5424  
e-mail: [Emeka.Nti@edisonlearning.com](mailto:Emeka.Nti@edisonlearning.com)

with a copy to:

EdisonLearning, Inc.  
Harborside 5  
185 Hudson Street  
Suite 2910  
Jersey City, NJ 07311-4043  
Attn: General Counsel

Fax No.: (201) 333-5424  
e-mail: [legal@edisonlearning.com](mailto:legal@edisonlearning.com)

To the Charter Holder at:

PO Box 914  
Reidsville NC 27323  
Attn: Angela Thurston

Fax No.:  
e-mail: [angelathurston75@gmail.com](mailto:angelathurston75@gmail.com)

with a copy to:

Deryn Cannon  
2213 Bethania St  
Attn: Greensboro, NC 27401

Fax No.:  
e-mail: [dev0922@aol.com](mailto:dev0922@aol.com)

18.13 **Headings and Construction.** The headings in this Agreement are inserted for convenience only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. In this Agreement, unless the context otherwise requires, words in the singular form shall include the plural form and vice versa, and words denoting any gender shall include all genders and words denoting natural persons shall include corporations and partnerships and vice versa. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Unless the context otherwise indicates, the words "herein", "hereunder" and "hereof", and words of similar import, mean and refer to this Agreement (together with its Appendixes and Exhibits) as a whole.

18.14 **Counterparts.** This Agreement may be executed in one or more counterparts (including those delivered by facsimile or other electronic means), each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Signatures delivered by facsimile, pdf e-mail or other electronic means shall have the same force and effect as original signatures.

[signature page follows]

include all genders and words denoting natural persons shall include corporations and partnerships and vice versa. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Unless the context otherwise indicates, the words “herein”, “hereunder” and “hereof”, and words of similar import, mean and refer to this Agreement (together with its Appendixes and Exhibits) as a whole.

18.14 **Counterparts**. This Agreement may be executed in one or more counterparts (including those delivered by facsimile or other electronic means), each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Signatures delivered by facsimile, pdf e-mail or other electronic means shall have the same force and effect as original signatures.

[signature page follows]

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

LEGACY STEEL ACADEMY, INC.

By: [Signature]  
Name: ANGELL THURSTON  
Title: Founder/Operations Manager

EDISONLEARNING, INC.

By: [Signature]  
Name: Emeka NTI  
Title: Regional Vice president



APPENDICES

APPENDIX A

Performance Criteria

APPENDIX B

EdisonLearning Services

APPENDIX C

Insurance

APPENDIX D

Alternative Dispute Resolution

EXHIBIT 1

Charter

## APPENDIX A

### PERFORMANCE CRITERIA

EdisonLearning is accountable for delivering satisfactory performance in the following three areas:

- Student Achievement,
- School Satisfaction, and
- Delivery of the Five Strand Design.

#### Student Achievement

EdisonLearning is accountable first and foremost for the progress of students in meeting challenging standards of learning. Student achievement levels are measured by two indicators—State or school district standardized tests and EdisonLearning’s own internal assessment tools (the School Development Rubric and the School Implementation Plan) that support the EdisonLearning design.

#### *Standardized Tests*

Student achievement on standardized exams will be evaluated by measuring student progress against applicable baseline data. Baseline data will be generated at the partnership school no later than the end of the first Academic Year under this Agreement. The preferred—and most reliable—method of establishing baselines is to use the scores posted by students during their first Academic Year in an EdisonLearning school. Scores from the spring prior to the opening of the EdisonLearning school should be used only if they are available at the level of individual students and thereby represent only students who move on to the EdisonLearning school in the fall. EdisonLearning must be able to verify that test conditions for any prior spring administrations were standard and free of any alleged irregularities.

The preferred—and most reliable—method for analyzing achievement data will be to compare the progress of individual students over time. If this method of evaluation is not possible, achievement data will be analyzed by comparing the performance of cohorts of students over time. In the event that data cannot be analyzed through either of these means, the performance of different groups of students at the same grade level will be analyzed over time. Regardless of which form of data is generated, the standard of evaluation shall be whether students are making sufficient progress such that the Charter Holder meets the goals and objectives included in any Charter.

#### *EdisonLearning Assessments*

EdisonLearning is accountable for demonstrating student academic progress within the EdisonLearning design. To demonstrate progress EdisonLearning will use the results of the *NWEA*<sup>TM</sup> interim assessments to gauge levels of achievement against EdisonLearning’s rigorous academic standards.

#### School Satisfaction

EdisonLearning will administer annually a survey to measure the satisfaction of parents, students, and staff with a school. EdisonLearning is accountable for either demonstrating steadily improving levels of satisfaction or maintaining high levels of satisfaction, as measured by the average satisfaction levels of comparable schools participating in the same survey program. EdisonLearning is also accountable for student attendance, parent attendance at QLC meetings, and teacher turnover, all of which should

evidence the support and continuity necessary to sustain a high level of performance at the Charter Holder.

### Design Implementation

EdisonLearning is accountable for effectively implementing all aspects of the Five Strand Design, as measured against EdisonLearning's rigorous school performance standards and judged by supervisors within the EdisonLearning system. These standards, as well as the observations of EdisonLearning supervisors, are maintained in a permanent central database and are available upon request by the Board.

To document progress in each of these areas, EdisonLearning will provide the Board with an annual end-of-year report for each Academic Year of the Term no later than November 30<sup>th</sup> of the next Academic Year, beginning for the 2017-2018 Academic Year.

APPENDIX B

EDISONLEARNING SERVICES

***PART I – EDUCATION SUPPORT SERVICES***

<b>Curriculum, Program and Design</b>	<ul style="list-style-type: none"><li>• Monitor alignment of the EdisonLearning academic program to Common Core state standards, high stakes tests (norm and criterion referenced) and State initiatives when and as changes occur at the State level.</li><li>• Provide staff development, including effective teaching strategies designed to support State standards and Common Core state standards and objectives.</li><li>• Develop School wide goals and an action plan to reach those goals.</li><li>• Implement Our Meeting and the EdisonLearning Core Values.</li><li>• Implement EdisonLearning Five Strand Design®</li></ul>
<b>English as a Second Language</b>	Assist the School with adopting the appropriate controls, policies and procedures to provide bilingual and/or “English for speakers of other languages” education services to the limited-English-proficient students at the School, subject to and in accordance with federal and State requirements for such services.
<b>Special Education and Other Student Support Services</b>	<ul style="list-style-type: none"><li>• Provide guidance to the Board as to appropriate policies, procedures and controls to identify students with special needs, and assist with the development of Individual Education Plans (“IEPs”) and determining appropriate placements for such students in compliance with the Charter Agreement and applicable law.</li><li>• Provide teachers and key leaders with training and support to effectively implement EdisonLearning’s special education program and the features of the Student and Family Support Strand (SAFS) of the Five Strand Design.</li><li>• Support the School with coordinating the procurement and delivery of additional student support services as needed, such as for special education, counseling, school psychologist or other specialists in behavioral or learning disabilities.</li></ul>
<b>School Organization</b>	Provide recommendations on school leadership structure, develop a plan to increase distributed leadership and conduct team building professional development.
<b>Staff Supervision and Evaluation</b>	Monitor the progress toward teacher performance evaluations, professional growth plans and mentoring. Provide the School with support and training for formal and informal teacher / administrator / support staff evaluations.

	<p>Conduct formal and informal teacher observations to provide calibration and inter-rater reliability. Perform principal evaluations and provide leadership coaching.</p>
<b>Student Achievement</b>	<ul style="list-style-type: none"> <li>• Conduct interim assessments of the School on a quarterly basis.</li> <li>• Assist the School in implementing a plan to recognize and celebrate student and faculty/staff achievements.</li> <li>• Make available a full-time Student Success Director (or an individual with substantially similar qualifications).</li> </ul>
<b>Parent Involvement</b>	<ul style="list-style-type: none"> <li>• Provide training and support for to effectively implement plans and protocols for building effective parent outreach.</li> <li>• Provide teachers with training and support program for writing effective <i>Student Learning Contracts</i> and holding effective parent-teacher conferences.</li> <li>• Provide the School with suggestions for increasing parent involvement.</li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>• Upon request and with reasonable advance notice, provide the School with statistical analyses of required State assessments and allowable State alternative tests as needed for annual or quarterly reports and to help the School identify programmatic, classroom, student strengths and weaknesses.</li> <li>• Provide analyses for State reporting and/or authorizer compliance purposes.</li> <li>• Support the School in the preparation of board, Sponsor and State reports.</li> <li>• Provide required accountability reports to State and local authorities that have legislated jurisdiction over specific functions of the School.</li> </ul>
<b>Professional Development &amp; Training</b>	<ul style="list-style-type: none"> <li>• Training support to establish a School leadership team; facilitate leadership team strategic planning and self-evaluation; support of leadership team meetings and retreats, as needed.</li> <li>• Annual training for School instructional leaders, including training to assist with positive behavior and learner supports.</li> <li>• Provide professional development and training in the Five Strand Design (Leadership; Curriculum &amp; Pedagogy; Learning Environment; Assessment for Learning; Student and Family Support), on using formalized data analyses processes, math problem solving strategies and lesson planning. Other topics and the schedule for training sessions will be determined by EdisonLearning.</li> </ul>

	<ul style="list-style-type: none"> <li>• Provide School staff with instructional training to support the teaching of the <i>EdisonLearning Core Values</i> as determined by EdisonLearning.</li> <li>• On-site visits by EdisonLearning personnel (as determined by EdisonLearning) to meet with administrators, lead teachers, and leadership teams to support the implementation of the EdisonLearning model and to provide achievement support to help the School meet its achievement goals. Classroom visits and observations are also part of this support.</li> <li>• Professional development and training may be held onsite at the School or offsite, at locations selected by EdisonLearning.</li> </ul>
<b>Enrollment Support</b>	Support the School Operations Manager and School leadership in monitoring student enrollment levels, completing weekly enrollment reports, and providing flat file for translation into State enrollment files format, and state and local enrollment audit requests.

***PART II– CONTRACTED SERVICES AND PROCUREMENT***

<b>Contracted Services</b>	<ul style="list-style-type: none"> <li>• Research resources, vendors and options to provide requested services for the School.</li> <li>• Facilitate quotes, request for proposals and/or bidding process for services.</li> <li>• Develop and facilitate distribution of materials (both physical and electronic) to vendors based on School requests.</li> <li>• Assist in the evaluation of proposals and provide a summary of the review and analysis of proposals. This may include facilitating Q&amp;A, interviews, and amendments to documents.</li> <li>• Serve as a liaison with the State Department of Education (or equivalent governmental authority) for services secured through the bid process.</li> <li>• Monitor and evaluate vendor performance and assist with vendor conflicts.</li> <li>• Assist with the negotiation and finalization of vendor contracts, subject to final review and approval by the School. Year 1 unlimited contracts; Year 2 and thereafter 6 new contracts and 6 reviews of vendor renewals. Additional services can be purchased using a mutually agreed upon rate by addendum to the contract.</li> <li>• Provide contract management services for all service contracts. This includes business licenses, W9 forms, Certificates of</li> </ul>
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	<p>Insurance and other related/mandated vendor materials.</p> <ul style="list-style-type: none"> <li>• Monitor and ensure the appropriate procedures are followed for all renewals of service and vendor contracts.</li> </ul>
<p><b>Procurement</b></p>	<ul style="list-style-type: none"> <li>• Provide the School with systems to purchase necessary materials for instruction and to support technology, facility and administrative needs.</li> <li>• Provide support to the School in sourcing and identifying vendors for various materials, including but not limited to curriculum, furniture, technology and supplies. This would include preparing bid specifications, legal ads, quotes, evaluations, and analysis.</li> <li>• Training of School personnel on Materials Management and Lawson Requisition Center processes and procedures (as applicable).</li> <li>• Assistance to Accounting for vendor payments and resolutions.</li> <li>• Access to Office Depot on-line ordering system, review of invoices, balancing of accounts, and price negotiations.</li> <li>• Receiving specialist logs shipment receipts into the Lawson PO System (as applicable).</li> <li>• Order placement, expediting and follow up for curriculum, furniture and technology materials on behalf of the School.</li> <li>• Manage all logistics related to returning any materials purchased in error or damaged in transit.</li> <li>• Manage vendor relationships and pricing, provide oversight, and negotiate major supplier contracts, issue escalation and resolution.</li> <li>• Provide guidance on necessary leased equipment, including copiers and postage machines.</li> </ul>
<p><b>Travel/Expense Management*</b></p> <p>*Note that these services will entail EdisonLearning paying travel expenses on behalf of the School and its employees and the Charter Holder will be obligated to reimbursed for all amounts expended by EdisonLearning.</p>	<ul style="list-style-type: none"> <li>• Coordinate and support administrative and staff registration and travel arrangements for all EdisonLearning and Client requested national and regional professional development conferences and events.</li> <li>• Coordinate and support school field trip registration and travel arrangements for requests to national and regional conferences, college visits and academic/enrichment events. This includes coordination with contracted services and procurement team.</li> <li>• Provide access to expense management software as well as training in that software to enable online submittal and review for reimbursement of client expenses.</li> </ul>

	<ul style="list-style-type: none"> <li>Facilitate review, approvals, payment via ACH accounts for client administration and client employees.</li> </ul>
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***PART III- GRANT-RELATED SERVICES***

<p><b>Grant Application and Support</b></p> <p>Year 1 services will be unlimited</p> <p>Year 2 and going forward: Five (5) Grant writing opportunities (entitlement, competitive, alternative) will be offered with grant writing for grants that are \$50,000 and greater. Additional services can be purchased using a mutually agreed upon rate by addendum to the contract.</p>	<ul style="list-style-type: none"> <li><u>E-Rate Consortium</u>: Manage the consortium of schools for FCC funding through complex USAC document processing. Coordinate with consultant specialists and EdisonLearning Technology team.</li> <li><u>Child Nutrition Programs</u> (if not handled through the school district): <ul style="list-style-type: none"> <li>* Assist w/Food Service Authorization Application with State and federal agencies.</li> <li>* Assist with the preparation of annual renewal documentation.</li> <li>* Assist with development and review of menus and nutrition planning/analysis.</li> <li>* Point of Service data and cash collection methodology - electronic or manual.</li> <li>* Assist with Claim management.</li> <li>* Assist with State and Federal Audits/Reviews.</li> <li>* Assist with annual financial reports.</li> <li>* Coordinate with procurement team on mandatory bids and vendor issues.</li> </ul> </li> <li><u>Entitlement and Non-Competitive Grants</u>: <ul style="list-style-type: none"> <li>* Provide research in State and federal opportunities.</li> <li>* Provide Responsibility Matrix with timelines, deadlines, and required authorizations.</li> <li>* Provide guidance in applications, amendments, rules, regulations.</li> <li>* Assist in management of grant allocations, claims, payment drawdowns.</li> <li>* Quarterly review/status of all grant funds.</li> <li>* Assist in final reports and close out or carryover of grant funds.</li> <li>* Assist in preparation for annual audit, and any State or federal audits.</li> </ul> </li> <li><u>Competitive Grants and Foundation, Corporate and Alternative Sources of Funding</u>: <ul style="list-style-type: none"> <li>* Provide research for opportunities.</li> <li>* Provide Responsibility Matrix with timelines, deadlines and required authorizations.</li> <li>* Provide guidance in applications, amendments, rules and regulations (including the federal online grant application processes and submittals, as applicable).</li> <li>* Assist in management of grant allocations, claims, and payment drawdowns.</li> <li>* Quarterly review/status of all grant funds.</li> <li>* Assist in final reports and close out of grant funds/programs, as applicable.</li> <li>* Assist in preparation for annual audit, program audits, and any</li> </ul> </li> </ul>
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	State, federal, or IRS audits, as applicable.
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***PART IV– FINANCE SERVICES***

<b>Educational Support</b>	<ul style="list-style-type: none"> <li>• Provide staffing model that includes operational support to Principal via the School Operations Manager, who is responsible for financial and operational management of the school, reporting to the EdisonLearning Controller. The School Operations Manager’s activities/responsibilities include budget management, payroll, enrollment, and procurement. The School Operations Manager also reports to an EdisonLearning Controller who provides oversight and training for the position. Additional support comes from regular training sessions and other field support.</li> <li>• An EdisonLearning Controller provides training and support to the School Operations Manager in many aspects of responsibility.</li> </ul>
<b>Budgeting</b>	<ul style="list-style-type: none"> <li>• Create proposed Annual Budgets, with the assistance of the Principal, the School Operations Manager and others. Assist the School with meeting budget submission deadlines to the Sponsor and others, as applicable.</li> <li>• Provide the School with a proprietary excel file for upload into the EdisonLearning accounting system.</li> <li>• Assist the Principal and the School Operations Manager on a monthly basis to forecast the full year expectation of expenses based on actual and anticipated performance. The budgeted and actual amounts spent by the school are tracked in EdisonLearning's accounting system and monthly reports are provided to the School and Board.</li> <li>• An EdisonLearning Controller will collaborate with the School in resolving financial issues, optimizing spending and coordinating/reviewing billing and funding issues.</li> </ul>
<b>Financial Statements</b>	<ul style="list-style-type: none"> <li>• An EdisonLearning Controller will work with the School Operations Manager to produce monthly financial statements for distribution to the Principal, the Board and others, as applicable.</li> </ul>
<b>Accounting</b>	<ul style="list-style-type: none"> <li>• An EdisonLearning Controller will record all transactions in EdisonLearning's accounting system that are not recorded via the Accounts Payable or Payroll process. This includes all adjusting journal entries as required</li> <li>• An EdisonLearning Controller, with the assistance of the School Operations Manager, will close the School’s accounting books on a monthly basis.</li> <li>• An EdisonLearning Controller will train and monitor the School</li> </ul>

	<p>Operations Manager on accounting practices to ensure accurate record keeping.</p>
<b>Governmental Reporting</b>	<ul style="list-style-type: none"> <li>• An EdisonLearning Controller will work closely with appropriate Sponsor personnel, the Board and the School Operations Manager to insure compliance with all financial and accounting requirements under the Charter Agreement.</li> <li>• Assist the School Operations Manager and the Principal in preparing any required grant, fund, school information or other statutory reports.</li> </ul>
<b>Financial Audits</b>	<ul style="list-style-type: none"> <li>• An EdisonLearning Controller will coordinate with the School's auditors, the School Operations Manager and the Board, and manage, the timeline and delivery of financial statements and other audit documentation for the annual financial audit.</li> <li>• An EdisonLearning Controller coordinate with the School and EdisonLearning headquarter departments to provide requested data and schedules to the School's auditors and work with the School and auditors to complete the audit.</li> <li>• With the assistance of the School Operations Manager, close the School's accounting books for the fiscal year. The School must provide all Board bank statements to EdisonLearning if EdisonLearning is to provide consolidated financial statements to the School's auditors.</li> </ul>
<b>Accounts Payable</b>	<ul style="list-style-type: none"> <li>• Provide regular support and training to the School Operations Manager on the web-based invoicing system used to process and store all invoices.</li> <li>• Approve and process invoices submitted by the School Operations Manager and post necessary vendor accruals provided by the School Operations Manager.</li> <li>• Process and distribute 1099s for payments processed through EdisonLearning's Payable system.</li> <li>• Conduct W -9 reviews for vendor accuracy to ensure proper information for vendor set up.</li> <li>• "Cut" and mail checks for the approved invoices with funds from the School Account.</li> <li>• Submit positive pay files and/or other check processing needs for the School's bank as needed</li> <li>• Provide assistance to the School Operations Manager for vendor management.</li> </ul>

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***PART V – HUMAN RESOURCES***

<b>Payroll and Benefits</b>	<ul style="list-style-type: none"> <li>• Process payroll bi-weekly, whereby it shall calculate and process payroll and payroll-related payments and deductions for the School's employees based on information submitted by the School Operation Manager that is submitted in time for processing. Communicate payroll actions and changes. Provide payroll reports, as requested. There may be additional fees assessed for off-cycle manual checks and stop payment requests on a per check/request basis as well as customized reports.</li> <li>• Complete payroll reconciliations and audits.</li> <li>• Process and distribute W-2s and other agreed-upon tax filings.</li> <li>• Train the School Operations Manager on the time management and reporting system.</li> <li>• Work with the third-party payroll processor to ensure that deductions for retirement benefits plans and related payments to the retirement agency are made in accordance with the retirement plan, employee data, and eligibility requirements. The retirement benefits plans' costs are additional costs that are the sole responsibility of the School, to be included in the School's Annual Budget as per person charges.</li> <li>• Work with the third-party payroll processor to ensure that deductions for Health and Welfare benefits plans and related payments to the benefit agencies are made in accordance with the benefit plans. The Health and Welfare plans' costs are additional costs that are the sole responsibility of the School, to be included in the School's Annual Budget as per person charges.</li> </ul>
<b>Recruitment (Talent Acquisition)</b>	<ul style="list-style-type: none"> <li>• Recruitment (Talent Acquisition) support for the hiring of School-based personnel; (including administrators, instructional staff and non-instructional staff).</li> <li>• Provide accurate and competitive compensation and diversity and inclusion, to attract and retain highly qualified staff within the parameters of the budget and compensation strategy of the client.</li> <li>• Sourcing and screening of candidates, preliminary interviews, employment verifications and background checks (to include verification of teaching credentials for instructional staff) on all personnel. Third party costs relating to background checks will be Operating Costs. Any credential checks outside of education and administrative requires an additional fee.</li> <li>• Data implementation to our EdisonLearning applicant tracking systems (e.g., TalentWise and Jobvite). Assist the School hiring</li> </ul>

	<p>managers with I-9 compliance and EEO requirements</p> <ul style="list-style-type: none"> <li>• Provide employment offers for selected candidates for open positions, develop offer letters, and regulate FLSA compliance in job classification and compensation.</li> </ul>
<b>Employee Relations and Customer Support</b>	<ul style="list-style-type: none"> <li>• Assist the Board in determining and implementing policies in compliance with applicable federal and State law, concerning the recruitment, assignment, promotion, discipline and termination of personnel and the methods and standards for evaluating performance.</li> <li>• Conduct HR investigations and document reports.</li> <li>• Assist the School with compliance with applicable federal and State laws concerning employee welfare, safety and health, including the requirements of federal law for a drug free workplace. Assist the School in procuring and keeping up to date required employment law postings at School sites.</li> <li>• Assist the School with compliance with applicable federal and State laws concerning employee recordkeeping.</li> <li>• Provide an employee handbook template and policies.</li> </ul>

***PART VI – TECHNOLOGY***

<b>Technology School Organization</b>	<ul style="list-style-type: none"> <li>• Provide school technology staffing and support model that supports the educational goals of the school.</li> <li>• Provide leadership support for development of school’s technology vision and plan, support management of tech assets, provide professional development support to school staff, and support delivery of school’s education.</li> </ul>
<b>Technology Professional Development</b>	<ul style="list-style-type: none"> <li>• Provide technology training for the school Technology Manager on the implementation and support of the EdisonLearning technology model.</li> </ul>
<b>Technology Program Management</b>	<ul style="list-style-type: none"> <li>• Provide program development, monitoring and continuous improvement initiatives to ensure a high-quality Education Technology Program</li> </ul>
<b>Technology Design Support</b>	<ul style="list-style-type: none"> <li>• Assist in developing the School's Technology Vision and Three-Year Technology</li> <li>• Provide guidance on technology program development, monitoring and evaluation.</li> <li>• Provide guidance on school technology staffing model - including hiring, training and evaluation.</li> <li>• Provide guidance on e-Rate technology compliance.</li> <li>• Provide guidance on technology system management and support.</li> <li>• Provide guidance on asset management/technology inventory.</li> </ul>

	<ul style="list-style-type: none"> <li>• Provide guidance on service desk management and Service Level Agreement development.</li> <li>• Provide guidance on Children's Internet Protection Act (CIPA) compliance, to include Staff/Student Acceptable Use Policy development and Internet Safety Training</li> <li>• Provide guidance on Student, teacher and administrator technology standards and technology tools.</li> <li>• Provide guidance on the school's beginning-of-year opening and end-of-year closing planning.</li> </ul>
<p><b>Technology Systems &amp; Support Services</b></p>	<ul style="list-style-type: none"> <li>• A team of highly trained and fully certified managers and technicians ensures that Edison Learning's WAN and local area networks are fully integrated and operational. This includes the items listed below (the third party service fees and cost of these services are the sole responsibility of the school): <ul style="list-style-type: none"> <li>➤ Negotiate volume contracts and product implementation</li> <li>➤ High-speed Internet Access (*Monthly Internet Service Fee)</li> <li>➤ Local, long distance and cellular phone service</li> <li>➤ Local Area Network Management and support tools to include: computer images, operating system management and updating services, group policies, Active Directory, and account automation</li> <li>➤ Children's Internet Protection Act (CIPA) Compliant Internet Content and Spam Filtering.</li> <li>➤ Virus Protection (Network and Individual User) (* Annual Software License).</li> <li>➤ Email, Calendaring and Collaboration System (* Annual Software License).</li> <li>➤ Service Desk Management System (such as InfraEnterprise)</li> <li>➤ Network Traffic Monitoring</li> <li>➤ Voicemail for staff</li> <li>➤ Vendor Management, including warranties</li> </ul> </li> </ul> <p>Provide Service Desk support for the following systems:</p> <p>Applications (Formative Assessments, , HRIS and financial systems, etc)</p> <p>Technology Hardware.</p> <p>Technology Network &amp; Infrastructure.</p> <p>Software/Operating System</p> <p>Remote monitoring of Internet connections and Servers.</p> <p>Anti-Virus Software.</p> <p>Internet filtering.</p>
<p><b>Technology - Student Information System</b></p>	<ul style="list-style-type: none"> <li>• Provide Student Information System (SIS - currently Infinite Campus)— Assist with the setup of the initial system; provide initial and follow-up training. Initial training and follow-up training is provided both locally and remotely based on need and content.</li> </ul>

<b>Technology E-rate Management</b>	<ul style="list-style-type: none"><li>• E-rate Management includes telecom service RFP process; vendor selection, negotiation and contract management, invoicing and reimbursement distribution.</li></ul>
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## APPENDIX C

### INSURANCE

EdisonLearning shall maintain the following minimum insurance during the Term:

- Commercial general liability insurance with limits of at least \$1,000,000; per occurrence and \$2,000,000 aggregate; and
- Automobile liability insurance with limits of at least \$1,000,000; and
- Employee crime/dishonesty insurance with limits of at least \$500,000; and
- Workers' compensation insurance with statutory primary coverage and at least \$1,000,000 of Employer's Liability coverage; and
- Umbrella liability coverage of at least \$5,000,000 in excess of the primary commercial general, automobile, and employer's liability insurance; and
- Professional Liability/ Errors & Omissions insurance with limits of at least \$1,000,000.

## APPENDIX D

### ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

1. The Parties hereby agree that in the event of a dispute, both Parties shall continue without delay their performance under this Agreement, except for any performance that may be directly affected by such dispute.
2. Any and all disputes which cannot be resolved informally shall be settled by final and binding arbitration in accordance with the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, except as otherwise expressly provided herein or agreed to in writing by the Parties, or to the extent inconsistent with the requirements of State law. The arbitration shall take place in the city in which the School is located, and the judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, in accordance with the laws of the State.
3. Each Party shall pay one-half of the reasonable fees and expenses of the neutral arbitrator. All other fees and expenses of each Party, including the fees and expenses of its counsel, witnesses and others acting for it, arbitrators not jointly appointed, shall be paid by the Party incurring such costs.
4. The arbitrator(s) shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue an award having such effect.



EXHIBIT 1

CHARTER



## **APPENDIX K: EMO/CMO FINANCIAL HISTORY**

EdisonLearning Financial Condition Letter



Edison Learning, Inc.  
Harborview #  
185 Hudson Street, Suite 2910  
Jersey City, NJ 07311-4043

**CONFIDENTIAL**

September 6, 2016

North Carolina Department of Public Instruction  
Attn: NCDPI/Office of Charter Schools

RE: North Carolina Charter School Application

To Whom It May Concern,

I am writing to provide you with information with respect to the financial condition of Edison Learning, Inc. ("Edison Learning" or "the Company"). Please note that on January 29, 2014, Edison Learning was acquired from Liberty Partners by Independent Charter Academy Network, LLC, a company owned by Thomas Jackson, Edison Learning's President and CEO (the "Transaction").

Since we are a privately held company, Edison Learning does not release financial information to the general public. Therefore, I ask that you treat the information contained in this letter (and any subsequently released financial information) as confidential, and use it only in your consideration with respect to this application.

For our fiscal year ended June 30, 2016 Revenue totaled \$97.2 million. At June 30, 2015, the Company had Total Assets of \$18.9 million. The Company's results for the year ended June 30, 2016 are currently being audited by our external audit firm, CohnReznick, LLP.

The Company's results for the year ended June 30, 2015 and the year ended June 30, 2014 have been audited by our external audit firm, CohnReznick, LLP. The Company will make audited financial statements available to the charter application review team in a secured viewing at the appropriate time in the application review process.

I am available to discuss any questions you may have at 201-630-2732.

Sincerely

A handwritten signature in blue ink, appearing to read 'Thomas M. Jackson', written over a light blue horizontal line.

Thomas M. Jackson  
President and Chief Executive Officer



## **Appendix L: Insurance Quotes**

**The following is the current quote from Greenpoint Insurance.  
The insurance group is still working on the other quotes  
requested at this time.**



NCRB • NCRF • NCIGA

## Workers Compensation Assigned Risk Premium Calculator

Requested Effective Date: **10/1/2016**Agent: **SANDI TRANBARGER**ManageAR ID: **15700-00608**Applicant: **LEGAL STEEL ACADEMY**Agency: **GREENPOINT INSURANCE GROUP**Agency Address: **711 GALLIMORE DAIRY RD  
HIGH POINT, NC 27265**

### Premium Calculation

The premium calculated is based upon the information that you have provided and is subject to verification by the NCRB. For definitions of the line items below, see the Frequently Asked Questions section on the [Help](#) page.

Class Code	Payroll	Total # Employees	Rate	Premium	Message
8868	\$1,247,510		1.17	\$14,596	
9101	\$0		7.19	\$0	

<b>Total Manual Premium:</b>	<b>\$14,596</b>
Increased Limits of Employer Liability Factor (0.011):	\$161
Balance to Increased Limits of Employer Liability:	\$0
<b>Total Subject Premium:</b>	<b>\$14,757</b>
Experience Modification (1.00):	\$0
<b>Total Modified Premium:</b>	<b>\$14,757</b>
ARAP Surcharge (0):	\$0
Charge for Non-ratable Element:	\$0
Balance to Minimum Premium at Standard Limits:	\$0
<b>Total Standard Premium:</b>	<b>\$14,757</b>
Expense Constant:	\$160
Terrorism Charge:	\$250
Catastrophe (Other Than Certified Acts of Terrorism) Charge:	\$125
<b>Estimated Annual Premium:</b>	<b>\$15,292</b>
Required Deposit Premium:	\$7,646
Loss Sensitive Rating Plan Deposit Premium:	\$0
<b>Total Required Deposit Premium:</b>	<b>\$7,646</b>



**Appendix M: Revenue Assurances  
and/or  
Working Capital Report**

## Revenue Assurances and/or Working Capital Report

Legacy STEEL Academy has started the research process but would not actually start receiving gifts-in-kind and services-in-kind until the charter school is approved. We are also waiting for North Carolina to be approved for the federal grant. However, Legacy STEEL Academy has researched the following foundations as potential partners:

- *The Community Foundation of Greater Greensboro*
- *Weaver Foundation*
- *Marion Stedman Covington Foundation*
- *The Community Foundation of Greater Greensboro*
- *United Way of Greater Greensboro*
- *The Garden Cathedral – Home of the Power House of Deliverance Ministries*
- *Directory of NC Non-Profits*
- *Guilford Non-Profit Consortium*



**Appendix N: IRS 990 Form**

**Not applicable. Federal Tax ID still pending.**





**APPENDIX O: ADDITIONAL APPENDICES  
PROVIDED BY APPLICANT**

## The Four Pillars

**Leadership:** We are all leaders; the real question is whether we are positive or negative ones that are able to spark positive change in our communities. Students will be challenged to develop their own leadership style, actively participate in collaborative environments, and to use data to make informed decisions.

**Entrepreneurship:** The impact of small businesses, innovative thinking, community building, and global competition have permanently changed our world. Students will be challenged to think critically, develop innovative ideas, and to acquire business skills.

**Self-Actualization/Autonomy:** The ability to self-govern and the possession of strong executive skills are crucial to personal success. Students will be challenged to explore ideas of self, develop communication skills, define personal mission/vision, and set SMART personal goals.

**Empowerment:** Working as a community to build, restore, and maintain equity within our school program, and for it to transcend into business to build stronger economic partnerships.

## Our Solution

Provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system.

### *Interactive Workshop Series*

Leader Speakers Program, community leaders who support the STEEL curriculum from the firsthand, real-world perspective, come into the school to speak to the students about their educational and career experiences

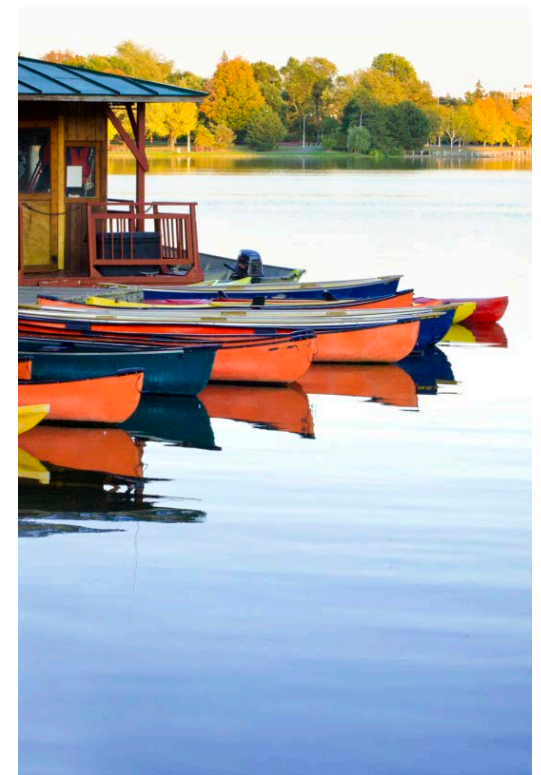
### *Character Development*

Character education integration in each classroom and throughout the building provides a foundation upon which to better build behavior and academic supports in every academic setting, to include the classroom, common areas, hallways, and in the community.

### *Student Portfolios*

Students demonstrate the fidelity of the STEEL curriculum and literacy proficiency through student portfolio presentations and reflections throughout the year culminating in the end-of-year grade level symposiums at which present their hallmark assignments to parents, educators, and community members. This event is unlike any other scholarly even offered in the schools in Eastern Guilford.

*The Legacy Academy supports 21st century learning concepts through its unique STEEL – Science, Technology, Engineering, Entrepreneurship, and Leadership – model focus. Each grade level has a yearlong focus on one of the four pillars. The students' NC college preparatory academics are bolstered by curriculum designed around the incorporation of the four foundational pillars, the integration of the STEEL Program, and a literacy-based instructional framework.*



# Legacy STEEL Academy

*Building students with  
academic integrity and  
character made of STEEL*

## Who We Are

Legacy Academy is a STEEL (science, technology, engineering, entrepreneurship, leadership) school, dedicated to building tomorrow's leaders, with rigorous academic learning, student actualization, entrepreneurial opportunities and community involvement.

*Our mission* is to produce highly literate students able to face challenges, build their communities, and apply technology through rigorous standards utilizing the STEEL platform so that they might create a lasting legacy of success. (35 words)

We envision youth leaders that are able to utilize knowledge and technology to positively impact their communities, generate innovative ideas, create new markets, and grow in independence.

Our STEEL platform is unique and is a pathway to student success founded upon Legacy Academy's **Four Pillars of STEEL**.

## We Are Needed

- Legacy Academy will be the only public school in Guilford County to offer the STEEL curriculum.
- Northeast Guilford County is experiencing tremendous growth with the addition of large developments. Although there are eleven charter schools in Guilford County, there is no alternative option for education in that region between the two assigned districts, Guilford and Alamance-Burlington school districts.
- According to the 2010 census, "Greensboro experienced the slowest growth rate for the decade of the largest ten municipalities in the state: 20.4 percent compared to 46.3 percent in Raleigh and 35.4 percent in Charlotte." This is largely due to rapid business and industry growth in Charlotte and the Triangle. For Guilford County's continued growth industry professionals with STEEL backgrounds are strongly needed.
- Students in the mid region of Guilford County are 48.4% African American with high a poverty index of which more than 50% are performing below state and local proficiency levels.



*Legacy is not just a tradition, we believe it is our way of LIFE, STEEL ROAR!*

## We Believe

We believe that by dispelling myths and defying odds, we are guiding tomorrow's leaders into entrepreneurial endeavors to strengthen their communities through the STEEL standard. They are our students, we will lead by word and deed through example and active leadership. All students can and will grow at Legacy STEEL Academy.

## Appendix O: EdisonLearning School Implementation Plan

### Achievement Support

- Through our experienced and highly trained staff, EdisonLearning provides support to the school's principal, administrative team, leadership team and teachers to drive improvements in student achievement, as well as staff skills and knowledge. The proposed implementation plan is aligned with our three drivers of school transformation:
  - EdisonLearning's Five Strands – building high-performing schools
  - EdisonLearning's Framework for Learning and Teaching – developing exemplary teachers
  - EdisonLearning's Comprehensive School Evaluation – changing the trajectory for students

Comprehensive School Evaluation	<p><i>CSE Team – Comprised of 2-3 Senior-Level EdisonLearning staff members:</i>  <i>Onsite Support: November (4 days)</i>  <i>Offsite Support: (3 days)</i>  <i>Total: 7 days of support</i></p>
Onsite Achievement and Teacher Quality Support	<p><i>Director of Achievement – Leadership (5 Strand Design Implementation and Framework for Learning and Teaching):</i>  <i>Onsite support: November - May: weekly</i>  <i>Offsite support: 3 days per month (21 days)</i>  <i>Total: approximately 125 days of support</i></p>
	<p><i>Director of Achievement - Literacy:</i>  <i>Onsite support: November- May: 6 trips (approx. monthly) for 2 days each (12 days)</i>  <i>Offsite support: 1 day per month (7 days)</i>  <i>Total: 19 days of support</i></p>
	<p><i>Director of Achievement - Math:</i>  <i>Onsite support: November - May: 6 trips (approx. monthly) for 2 days each (12 days)</i>  <i>Offsite support: 1 day per month (7 days)</i>  <i>Total: 19 days of support</i></p>
	<p><i>Director of Achievement – Special Education:</i>  <i>Onsite support: November - May: 4 trips (approx. monthly) for 2 days each (8 days)</i>  <i>Offsite support: 1 day per month (7 days)</i>  <i>Total: 15 days of support</i></p>
Curriculum, Program and Design	<p>Build site capacity by developing knowledge and skills of site-based lead teachers, Key Leads and other instructional leaders to ensure effective learning communities and ongoing support.</p>

	<p>Provide staff development, including effective teaching strategies designed to support state standards and Common Core state standards and objectives in the following areas: reading, writing, language arts, mathematics, special education and ELL.</p> <p>Provide curriculum and programmatic support through a team of education experts, including a Director of Achievement as well as Math, Reading and Special Education Specialists.</p> <p>Provide resources (planning templates) and assistance (advice and guidance on effective planning and monitoring) to school administration in the creation of the school's annual Student Achievement Plan and School Improvement Plan.</p>
Special Education	<p>Provide teachers and Key Leads with training and support to effectively implement EdisonLearning's special education program and the Student and Family Support Strand (SAFS) features.</p> <p>If the school has self-contained needs beyond inclusion, assist in the establishment of such classrooms.</p> <p>Work with site staff to ensure that all compliance requirements are met.</p>
English as a Second Language	<p>Provide school with training and support necessary to evaluate student eligibility for appropriate placement in programs for English Language Learners (ELL).</p> <p>Provide school with a linkage to other EdisonLearning schools that have established ELL programs.</p> <p>Work with dedicated site staff to ensure that all compliance requirements are being met.</p>
Student Achievement	<p>Conduct internal assessments of the School on a regular basis whereby the EdisonLearning Director of Achievement and the Principal examine the many facets of the school through the lens of our Five Strand Design® to determine if the school is tracking toward acceptable goals and where intervention is needed.</p> <p>Provide school with guidance on implementing an effective tiered intervention system (RTI) to address the needs of all students.</p>
Student Support and Counseling	<p>Support school with coordinating the delivery of additional student support efforts as needed, whether directly or sub-contracted, such as for counseling, school psychologist or other specialists in behavioral or learning disabilities, in order to ensure that all student support needs are met.</p> <p>Provide school with programmatic support to address serious behavioral interventions, by attending ARDS as requested, helping to write IEPs, researching local support, offering training.</p>
Staff Supervision and Evaluation	<p>Provide school with support and training for formal and informal teacher / administrator / support staff evaluations. Monitor the progress toward principal and teacher performance evaluations, professional growth plans and mentoring.</p>
School Policies	<p>Assist with development of resources and training for Code of Conduct, School Safety plans, school policy development.</p>

# Edison Learning Managed Schools- Minnesota

## Multiple Measurements Rating & Focus Rating

**Multiple measures are used to compute two different ratings and determine designations and recognition for Title I schools**

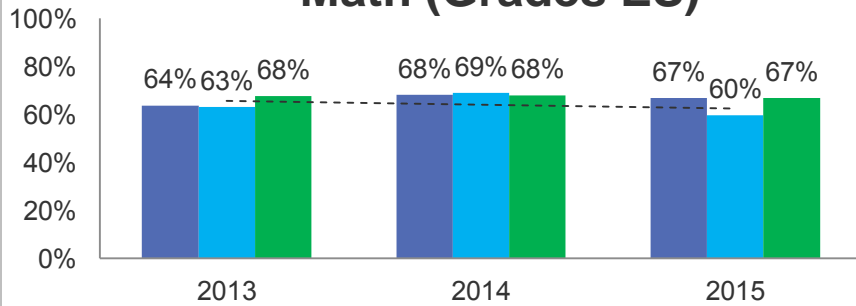
- **Multiple Measurements Rating (MMR):** 1) Each domain is worth 25 points and 2) The MMR is generated by dividing the total number of points earned by the total number of points possible
  - **Proficiency:** Schools earn points based on a weighted percentage of student groups making AYP
  - **Growth: Student growth scores are based on a) Students' last assessment result and b) Being above or below prediction.** School growth score is average of student growth scores
  - **Achievement Gap Reduction:** Uses average growth score for seven AYP student groups including American Indian, Asian, Hispanic, Black, FRP, Special Ed, and EL
  - **Graduation: Not applicable for our schools**
- **Focus Rating (FR) for all schools:** Each Domain is worth 25 points, for 50 possible points
  - **Focused Proficiency:** Uses only seven AYP student groups including American Indian, Asian, Hispanic, Black, FRP, Special Ed, and EL
  - **Achievement Gap Reduction:** same as above with 7 subgroups

# NorthStar Academy

[Grades K-8]

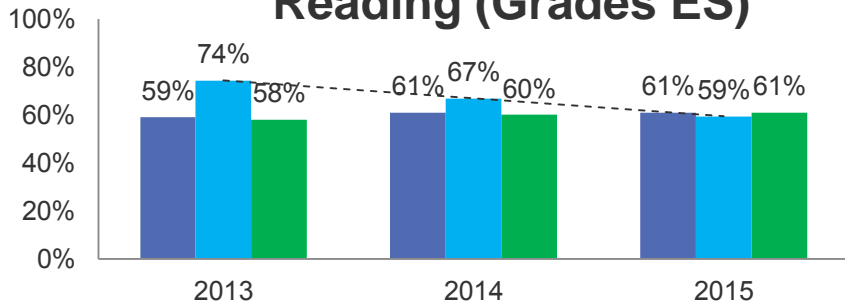
■ DULUTH PUBLIC SCHOOL DISTRICT (3-5)  
■ NORTH STAR ACADEMY (3-5)  
■ MINNESOTA (3-5)

## Math (Grades ES)



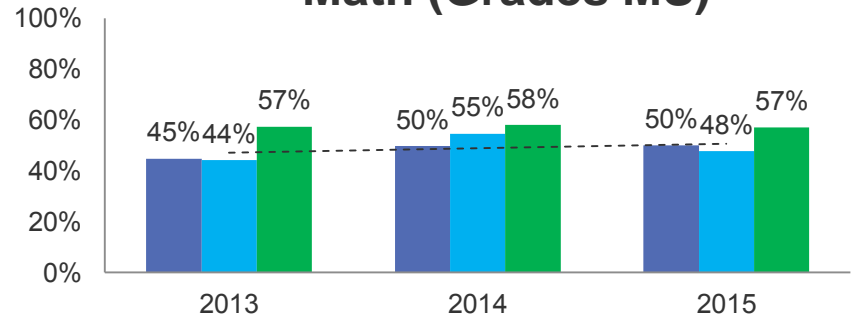
■ DULUTH PUBLIC SCHOOL DISTRICT (3-5)  
■ NORTH STAR ACADEMY (3-5)  
■ MINNESOTA (3-5)

## Reading (Grades ES)



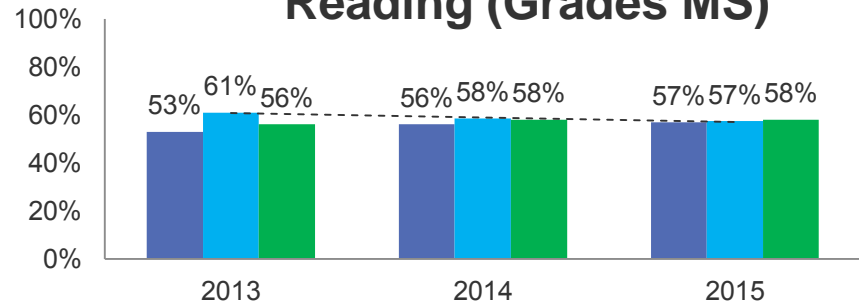
■ DULUTH PUBLIC SCHOOL DISTRICT (6-8)  
■ NORTH STAR ACADEMY (6-8)  
■ MINNESOTA (6-8)

## Math (Grades MS)



■ DULUTH PUBLIC SCHOOL DISTRICT (6-8)  
■ NORTH STAR ACADEMY (6-8)  
■ MINNESOTA (6-8)

## Reading (Grades MS)

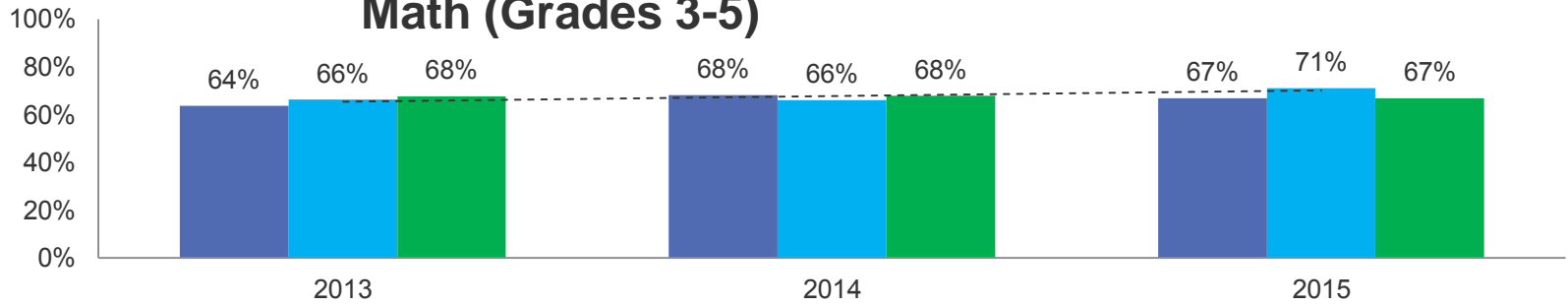


# Raleigh-Edison Academy

[Grades K-5]

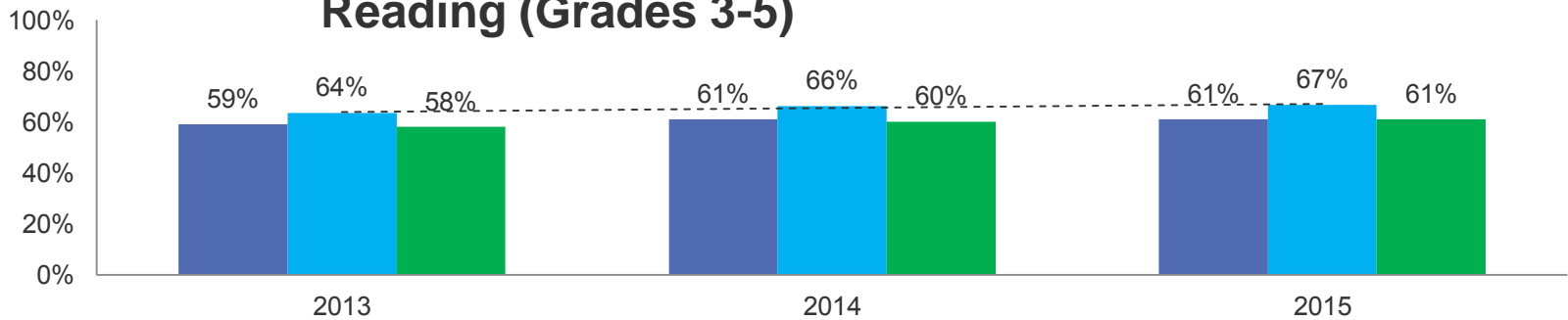
- DULUTH PUBLIC SCHOOL DISTRICT (3-5)
- RALEIGH PRIMARY/EL ACADEMY (3-5)
- MINNESOTA (3-5)

## Math (Grades 3-5)



- DULUTH PUBLIC SCHOOL DISTRICT (3-5)
- RALEIGH PRIMARY/EL ACADEMY (3-5)
- MINNESOTA (3-5)

## Reading (Grades 3-5)





## Multiple Measurements Rating (MMR) (out of 75 points)

<b>NORTHSTAR</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>RALEIGH-EDISON</b>	<b>2013-2014</b>	<b>2014-2015</b>
<u>Multiple Measurements Designation</u>	<u>CONTINUOUS IMPROVEMENT</u>	<u>CONTINUOUS IMPROVEMENT</u>	<u>Multiple Measurements Designation</u>	<u>CELEBRATION ELIGIBLE</u>	<u>CELEBRATION ELIGIBLE</u>
<u>Multiple Measurements Rating (MMR)</u>	<u>48.59%</u>	<u>27.26%</u>	<u>Multiple Measurements Rating (MMR)</u>	<u>59.49%</u>	<u>53.3%</u>
Proficiency	14.80	5.08	Proficiency	19.55	15.99
Growth	11.07	7.79	Growth	10.76	10.90
Achievement Gap Reduction	10.57	7.58	Achievement Gap Reduction	14.31	13.11
Total Points (out of 75 points)	36.44	20.44	Total Points (out of 75 points)	44.61	40
<u>Focus Rating (FR)</u>	<u>55.63%</u>	<u>36.12%</u>	<u>Focus Rating (FR)</u>	<u>69.14%</u>	<u>66.71%</u>
Achievement Gap Reduction	10.57	7.58	Achievement Gap Reduction	14.31	13.11
Focused Proficiency	17.25	10.48	Focused Proficiency	20.26	20.24
Total Points (out of 75 points)	27.82	18.06	Total Points (out of 75 points)	34.57	33.35

# EdisonLearning Five Strand Design:

## Leadership



This strand takes a systematic approach to developing school leaders to increase student achievement and organizational capacity. At the core of the leadership strand is a distributed model of instructional leadership in which the principal is supported by a highly effective leadership team. In addition to distributed leadership, this strand includes customized, on-site support for:

- Establishing shared vision and values
- Building effective change management skills and processes
- Creating a high-reliability organization with consistent, high-quality systems focused on learning, progress, and achievement
- Continuously focusing on team building and developing strategic time management skills;
- Developing robust planning and a self-evaluation system
- Developing and facilitating communications systems to ensure the timely flow of information and clarity of priorities
- Sharing and implementing best practices for school organization and scheduling that foster collaboration among teachers and ensure that students receive needed support

## Pedagogy and Curriculum



Supports schools and districts to apply leading practices in planning, delivering, and monitoring high-quality, rigorous instruction that will increase teacher capacity to promote student success through:

- Models for curriculum organization, planning, and evaluation
- Supplemental resources to develop lifelong learning and thinking skills across subjects
- Targeted, ongoing professional development
- Resources and strategies for cross-content literacy
- A coherent set of beliefs about how students learn best that is informed by discussions at the team and school levels

## Assessment for Learning



Implements data-driven decision making structures to inform teaching and learning, set goals for individual and school achievement, and promote students' ownership of their learning through:

- Ongoing opportunities for self and peer assessment
- Routine collection and analysis of formal and informal student assessments and other data

- Individual and collaborative data analysis protocols, including routine goal setting and data-driven action planning and instruction
- Expectations and best practices for timely, meaningful feedback
- Data team planning to maximize student progress

## Learning Environment



The Learning Environment strand focuses on helping schools create an intentional and positive classroom environment that is conducive to learning. We apply research-based strategies to help partners create and nurture an environment where students, parents, and teachers feel safe, secure, and connected, enabling effective decision making and lifelong learning through:

- Establishing a values-driven code of conduct / community code
- Developing a student management plan to ensure positive proactive behavior management
- Optimizing the physical environment
- Establishing ongoing opportunities for student voice, leadership, and mentoring for learning
- Consistent use of language for high expectations and college focus
- Embedding character education

## Student and Family Support Systems



The Student and Family Support Systems strand focuses on ensuring individualized support and communication protocols among the school, students, and their families to guide all students to reach their learning goals and post-secondary aspirations through.

- Developing the school system and organization of support for meeting all student needs
- Monitoring of student progress and flexible targeting of support for at-risk students
- Increasing schools' capacity to partner with families & develop community engagement
- Regular student-led reviews of learning needs and goals with teachers and parent/guardians
- Integrating support systems to provide a comprehensive approach for students and families

# SIGNATURE AND NOTARIZATION PAGE

FOR THE SCHOOL: Legacy STEEL Academy  
(School Name)

This 16 day of September 2016.

The Education Collective ( Represented by: Dr. De'Shaunda Hampton)  
(Print Name of Board Chair/ President)

Dr. De'Shaunda Hampton  
(Signature of Board Chair/President)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(Official Seal)

\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_, 20\_\_.

## FOR THE STATE BOARD OF EDUCATION:

This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
(State Superintendent)

\_\_\_\_\_  
(Signature of State Superintendent)

Sworn to and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

(Official Seal)

\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_, 20\_\_



## **Appendix P: Required Signed and Notarized Documents**

The last pages include Board initials

**Appendix P:**

**Charter School Required Signature Certification**

***Note:** Outlined below is a list of areas that must be certified by the proposed Board of Directors. Any forms Not Applicable to the proposed charter school indicate below with N/A and provide a brief explanation for providing such response.*

Serving on a public charter school board is a position of public trust and board members of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, the school's fulfillment of its public obligations, all terms of its charter, and understanding/overseeing all third party contracts with individuals or companies.

- ❖ The selected Board Attorney that he/she has reviewed with the full Board of Directors, listed within the application, all the governance documents and liabilities associated with being on the Board of a Non Profit Corporation.

Name of the Selected Board Attorney:  Pillar Horne- Davis, Attorney North Carolina

- Date of Review:  9/13/16
- Signature of Board Members Present (Add Signature Lines as Needed):
  - Education Collective- Represented by Dr. De'Shanda Hampton
  - Lloyd Middleton
  - Larry Adams
  - Bryle Hatch
  - John Davenport
  - Michelle Hines

- ❖ The selected Board Auditor that he/she has reviewed with the full Board of Directors, listed within the application, all the items required for the annual audit and 990 preparations.

- Name of the Selected Board Auditor:  Vendor to be determined
- Date of Review:  Not Applicable. Vendor TBD
- Signature of Board Members Present (Add Signature Lines as Needed):
  - Education Collective- Represented by Dr. De'Shanda Hampton
  - Lloyd Middleton
  - Larry Adams
  - Bryle Hatch
  - John Davenport
  - Michelle Hines

- ❖ If contracting with a CMO/EMO, that the selected management company has reviewed with the full Board of Directors, listed within the application, all the items required and the associated management contract and operations.
  - Name of the Contact for Selected EMO/CMO: **Emeka Nti, Edison Learning, Inc.**
  - Date of Review: 9/12/16
  - Signature of Board Members Present (Add Signature Lines as Needed):
    - **Education Collective- Represented by Dr. De'Shanda Hampton**
    - Lloyd Middleton
    - Larry Adams
    - Bryle Hatch
    - John Davenport
    - Michelle Hines
  
- ❖ If contracting with a financial management service provider that the selected financial service provider has reviewed with the full Board of Directors, listed within the application, all the financial processes and services provided.
  - Name of the Contact:  Vendor to be determined
  - Name of the Selected Financial Service Provider:  Vendor to be determined
  - Date of Review:  Not applicable. Vendor TBD
  - Signature of Board Members Present (Add Signature Lines as Needed):
    - **Education Collective- Represented by Dr. De'Shanda Hampton**
    - Lloyd Middleton
    - Larry Adams
    - Bryle Hatch
    - John Davenport
    - Michelle Hines
  
- ❖ If the proposed Board of Directors, listed within the application, is contracting with a service provider to operate PowerSchool that the service provider has reviewed all of the financial processes and services provided.
  - Name of the Contact:  Vendor to be determined
  - Name of the Selected PowerSchool Service Provider:  Vendor to be determined
  - Date of Review:  Not applicable. Vendor TBD
  - Signature of Board Members Present (Add Signature Lines as Needed):
    - **Education Collective- Represented by Dr. De'Shanda Hampton**
    - Lloyd Middleton
    - Larry Adams
    - Bryle Hatch
    - John Davenport
    - Michelle Hines

**Certification**

I, De'Shanda Hampton, as Board Chair, certify that each Board Member has reviewed and participated in the selection of the individuals and vendors attached to this document as evidenced by the full Board of Director signatures outlined above. The information I am providing to the North Carolina State Board of Education as Legacy STEEL Academy Charter School is true and correct in every respect.

Dr. De'Shanda Hampton

Signature

9/13/16

Date

**Charter School Required Signature Certification**

*Note: Outlined below is a list of areas that must be certified by the proposed Board of Directors. Any forms Not Applicable to the proposed charter school indicate below with N/A and provide a brief explanation for providing such response.*

Serving on a public charter school board is a position of public trust and board members of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, the school's fulfillment of its public obligations, all terms of its charter, and understanding/overseeing all third party contracts with individuals or companies.

❖ The selected Board Attorney that he/she has reviewed with the full Board of Directors, listed within the application, all the governance documents and liabilities associated with being on the Board of a Non Profit Corporation.

- Name of the Selected Board Attorney: \_\_\_\_\_
- Date of Review: 9/13/16
- Signature of Board Members Present (Add Signature Lines as Needed):
  - The Education Collective-Represented by Dr. De'Shanda Hampton *DSH*
  - Michelle Hines *MH*
  - Larry Adams *LA*
  - Bryle Henderson-Hatch *BHH*
  - Lloyd Middleton *LM*
  - Michael Terry *MT*
  - John Davenport *JD*
  - \_\_\_\_\_

The selected Board Auditor that he/she has reviewed with the full Board of Directors, listed within the application, all the items required for the annual audit and 990 preparations.

- Name of the Selected Board Auditor: \_\_\_\_\_
- Date of Review: \_\_\_\_\_
- Signature of Board Members Present (Add Signature Lines as Needed):
  - \_\_\_\_\_
  - The Education Collective-Represented by Dr. De'Shanda Hampton *DSH*
  - Michelle Hines *MH*
  - Larry Adams *LA*
  - Bryle Henderson-Hatch *BHH*
  - Lloyd Middleton *LM*
  - Michael Terry *MT*
  - John Davenport *JD*



❖ If contracting with a CMO/EMO, that the selected management company has reviewed with the full Board of Directors, listed within the application, all the items required and the associated management contract and operations.

- Name of the Contact for Selected EMO/CMO: Emeka Nti, Edison Learning, Inc.
- Date of Review: 9/12/16
- Signature of Board Members Present (Add Signature Lines as Needed):
  - The Education Collective-Represented by Dr. De'Shanda Hampton *DSH*
  - Michelle Hines *MH*
  - Larry Adams *LA*
  - Bryle Henderson-Hatch *BHH*
  - Lloyd Middleton *LM*
  - Michael Terry *MT*
  - John Davenport *JD*
  - \_\_\_\_\_

❖ If contracting with a financial management service provider that the selected financial service provider has reviewed with the full Board of Directors, listed within the application, all the financial processes and services provided.

- Name of the Contact: N/A
- Name of the Selected Financial Service Provider: \_\_\_\_\_
- Date of Review: \_\_\_\_\_
- Signature of Board Members Present (Add Signature Lines as Needed):
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_

❖ If the proposed Board of Directors, listed within the application, is contracting with a service provider to operate PowerSchool that the service provider has reviewed all of the financial processes and services provided.

- Name of the Contact: N/A
- Name of the Selected PowerSchool Service Provider: \_\_\_\_\_
- Date of Review: \_\_\_\_\_
- Signature of Board Members Present (Add Signature Lines as Needed):
  - \_\_\_\_\_
  - \_\_\_\_\_
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  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_

**certification**

Dr. De'Shanda Hampton, as Board Chair, certify that each Board Member has reviewed and participated in selection of the individuals and vendors attached to this document as evidenced by the full Board of Director signatures outlined above. The information I am providing to the North Carolina State Board of Education as Legacy STEEL Academy Charter School is true and correct in every respect.

Dr. De'Shanda Hampton 9/13/16