

Agreement between the Ohio Department of Education, Office of School Sponsorship and Youngstown Community School, a Community School

This Agreement, effective the 1st day of July 2019, is made and entered into between the Ohio Department of Education (the "Sponsor") and the Governing Authority of Youngstown Community School, a public community school organized as an Ohio public benefit corporation (the "School") (collectively, the "Parties").

Background Information

- a. The Sponsor operates pursuant to Ohio Revised Code ("ORC" or "Revised Code") Chapter 3314 and has the authority to sponsor community schools and establish the office of Ohio School Sponsorship to perform the sponsorship duties pursuant to ORC 3314.029.
- b. On July 1, 2017, the Sponsor assumed the sponsorship of the School and an assumption agreement was entered into with the Sponsor.
- c. The Governing Authority of School desires to continue to operate under the oversight of Sponsor.
- d. The Ohio Department of Education ("Department") approved the continuation of sponsorship for a term of five (5) years.

Provisions

Now THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants and payments contained herein, the Parties agree as follows:

Section 1

1.1 Authority to Operate and Term.

- A. The Sponsor agrees that the Governing Authority may continue to operate a new start-up brick and mortar Ohio public community school as permitted by law subject to all applicable federal regulations and laws, the laws of the State of Ohio and to the terms of this Contract.
- B. This Agreement is effective as of July 1, 2019 and shall continue through June 30, 2024. Any renewal of the School shall be subject to the School meeting all requirements of this agreement including performance standards, meeting the application criteria of the Sponsor and is subject to the provisions of ORC 3314.07.

- C. The Governing Authority may carry out any act or ensure the performance of any function that is in compliance with Ohio Community School Law (ORC Chapter 3314), the Ohio Administrative Code, and all relevant Federal and/or State law and this Contract.
- D. Except as otherwise permitted by this Contract, or the Sponsor, contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the suspension or termination of this Contract.
- E. Before executing this Contract, the School's Governing Authority must pass a resolution in an open board meeting approving the Contract and authorizing one or more individuals to execute this contract for and on behalf of the School's Governing Authority with full authority to bind the School's Governing Authority.
- F. The Governing Authority shall employ an attorney independent from the Sponsor and the operator (management company) if applicable for any negotiation of this Contract or its amendments.

1.2 Community School Corporate Status. The School is a community school incorporated as an Ohio public benefit corporation pursuant to ORC Chapter 1702. The School shall continue to operate as an Ohio public benefit corporation and shall ensure that its operation is in accordance with its Articles of Incorporation, which is attached to this Agreement as **Appendix 1**. The School has applied for and is qualified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. A copy of the tax-exempt status letter is attached to this Agreement as **Appendix 2**. The School is subject to Ohio laws that apply to all community schools, now existing and as subsequently enacted or amended, and all Sponsor policies. Further, the School is a public entity within the meaning of Ohio Revised Code, and is additionally subject to the Ohio Sunshine Laws, which includes the Open Records Act and Open Meetings Act.

- a. **Compliance with Agreement.** The School will be bound by and operated in a manner consistent with the terms of this Agreement so long as such terms are in accordance with state, federal and local law.
- b. **Corporate Purpose.** The purpose of the corporation, as set forth in its Articles of Incorporation, will be limited to the operation of a community school pursuant to ORC 3314.01, et seq. according to all applicable laws and rules.
- c. **Governance.** The School represents that it is and shall maintain its status as a public benefit corporation. The Articles of Incorporation and Code of Regulations of the School will provide for governance of the operation of the School in a manner consistent with this Agreement and state and federal law. The Articles of Incorporation and appointment of Statutory Agent are attached to this agreement as **Appendix 1**.

- d. **Code of Regulations (Bylaws).** The Code of Regulations must include a provision that the corporation will be governed by a Governing Authority of not less than five (5) members. The Governing Authority shall attempt to have a majority of the members comprised of individuals who live or work in the county of which the School is located. No member of the Governing Authority shall serve on the Governing Authority of more than five community schools at the same time as outlined in ORC 3314.02(E)(3). No member of the Governing Authority shall serve as a member of a school district board of education. The names, mailing addresses, electronic mail addresses, home and work telephone numbers, biographical vitae accurately reflecting experience, education, and all other professional information of the current members of the Governing Authority is provided to the Sponsor on at least an annual basis or within ten (10) days of any change of Governing Authority membership. The School shall promptly notify the Sponsor of any changes in Governing Authority membership. The names and e-mail addresses used for School business are attached to this Agreement as **Appendix 3**. A description of the process by which the Governing Authority of the School shall be selected in the future shall also be included in **Appendix 3** unless that process is outlined in the Code of Regulations, attached to this Agreement in **Appendix 4**.
- e. **Membership of Governing Authority.** The Governing Authority shall consist of no fewer than **five (5)** members. All governing authority members must comply with ORC 3314.02(E) and any other applicable law, rule, or regulation.

No present or former member, or immediate relative of a present or former member of the Governing Authority shall be an owner, employee, or consultant of any operator of any community school, unless at least one (1) year has elapsed since the conclusion of the person's membership. Any individual under final consideration for appointment to the Governing Authority shall have an Ohio and federal background check conducted in the manner described in ORC 3319.39 and at least every five (5) years thereafter. The results of these background checks shall be maintained at the School and the School shall obtain the consent of prospective Board members to release their criminal background check to the Sponsor.

In addition, beginning on July 1, 2019 the Governing Authority members shall undergo an annual verification that no findings for recovery have been issued against any member of the Governing Authority. If a finding for recovery is found, the member must immediately resign from the Governing Authority and may not serve until such time that all findings for recovery have been resolved.

Each member of the Governing Authority shall annually file a disclosure statement with the School setting forth the names of any immediate relatives or business associates employed by any of the following within the previous three (3) years:

- i. The Sponsor;
- ii. The Operator as defined by ORC 3314.02(A)(8);
- iii. A school district or educational service center that has contracted with the School; or
- iv. A vendor that is or has engaged in business with the School.

Annually, the Governing Authority must provide the following items to the sponsor no later than **September 30** of each year or within thirty (30) days of becoming a member of the Governing Authority:

- Resume or biographical vitae
- Signed Annual Conflict of Interest Disclosure Statement
- Signed Attestation confirming compliance with all provisions listed in ORC 3314.02(E).

At all times the Sponsor's designee shall be granted all rights and privileges associated with being a non-voting member of the Governing Authority but shall not be considered a member of the Governing Authority under any provision of Ohio law or this Agreement. If the Governing Authority enters into executive session to discuss its contractual relationship with the Sponsor or its designee, or to discuss matters of attorney client privilege, such individual may be excused from executive session for that discussion at the sole discretion of the Governing Authority.

The Governing Authority, the members shall complete the following trainings within six (6) months of being elected or appointed by the Governing Authority: a minimum of five (5) hours of governing authority training by an entity pre-approved by the Sponsor, at least two (2) hours of which are on public records and open meetings laws. All members must attend at least five (5) hours of training with at least (2) hours of which are on public records and open meetings law conducted by the Governing Authority's counsel or an entity pre-approved by the Sponsor, for each year of their first term serving on the Governing Authority. If serving for subsequent terms, the Governing Authority members must complete at least five (5) hours of similar training every two (2) years thereafter. As required by ORC 3314.037, the members of the Governing Authority, the designated fiscal officer of the school, the chief administrative officer and other administrative employees of the school with decision making authority, and all individuals performing supervisory or administrative services for the School under a contract with the operator of the School shall complete training on an annual basis on the public records and open meetings laws, so that they may comply with those laws as prescribed by ORC 3314.03(A)(11)(d). Evidence of completed training must be provided to the Sponsor as stated in Section 2.2(e)(xvi)(d)(4).

The Governing Authority may provide by resolution for the compensation of each of its members in accordance with Ohio law. However, no individual who serves on the Governing Authority shall be compensated more than one hundred twenty-five dollars (\$125.00) per meeting of that governing authority and no such individual shall be compensated more than a total amount of five thousand dollars (\$5,000.00) per year for all governing authorities upon which the individual serves. Each member of the Governing Authority may be paid compensation for attendance at an approved training program, provided that such compensation shall not exceed sixty dollars (\$60.00) a day for attendance at a training program three (3) hours or less in length and one hundred twenty-five dollars (\$125.00) a day for attendance at a training program longer than three hours in length.

- f. **Meetings.** Governing Authority meetings must be held a minimum of **six (6)** regular meetings per year and notice of such regular meetings shall be provided to the Sponsor in writing at the beginning of each school year or at least seven business days prior to such meeting. Notice of special meetings must be sent to the Sponsor as soon as scheduled and in no case with less than 24 hours advanced written notice along with telephone call invitation. The Governing Authority shall adopt a policy stating how it will notify the public of all meetings and comply with Ohio open meetings laws. Minutes of each meeting must be provided to Sponsor and must include enough facts and information to permit the public to know each item the Governing Authority discussed, the results of all votes, and reports or documents presented at the meetings. All minutes, board meeting notices, resolutions, and other related documents must be made available to the public at the school building pursuant to the Ohio Public Records Act and ORC 121.22.
- g. **Dissolution.** Upon ceasing operations of the School and dissolution of the corporation, assets of the corporation remaining after paying the corporation's debts and obligations incurred in connection with activities authorized by this Agreement, and not requiring return or transfer to donors or grantors, shall be paid to in accordance with ORC 3314.074 and ORC Chapter 1702. The School will execute all necessary documents required to convey such items. Upon dissolution, all such documentation shall be provided to the Sponsor. The School shall comply with all closure and dissolution provisions required by the Department and contained in ORC Chapter 3314 and ORC Chapter 1702.
- h. **Non-Commingling.** Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. Failure to comply with this section may result in immediate action by the Sponsor up to and including termination.

1.3 Community School Leadership. Superintendent is responsible for the daily operations of the School. The Governing Authority authorizes Superintendent, the on-

site School Leader, to serve as a contact person for the Sponsor. The School shall immediately notify the Sponsor in writing with any change in the identity of the School's Leader.

The organizational structure and management/administration, employee and Governing Authority relationships must be accurately reflected in an organizational chart attached as **Appendix 8**. A written narrative that describes the working relationship with each entity (for example the management company roles and school roles) must be included. Any modification to the organizational structure must be submitted in writing to the Sponsor prior to implementation.

1.4 Opening. The School shall meet all the Opening Conditions described in **Attachment 1 and provide required documentation as evidence to Sponsor**, or as contained in ORC Chapter 3314 and as modified by the Department, no later than ten business days **before** the school's first date of instruction each year. Failure to timely fulfill any material term of the Opening Conditions shall be considered a material violation of conditions, standards or procedures provided for in the Agreement and shall be grounds for Sponsor intervention or revocation of the Charter pursuant to Section 2.4 or Section 11.3 of the Agreement. The School shall begin operation for the academic year no later than September 30th by teaching the minimum number of students permitted by this Agreement in paragraph 5.3.

1.5 Required Sponsor Training. The School agrees to attend all required trainings offered by the Sponsor for which at least two week notice is provided. The mandatory trainings include annual August in person all school training/conference and up to six (6) mandatory in-person/telephone/skype professional development conferences per year. Additional voluntary training and/or professional development opportunities may be available throughout the year and are considered voluntary. Note that these mandatory trainings and/or professional development sessions are in addition to any training session required by the Ohio Department of Education.

Section 2

2.1 Sponsor Rights and Responsibilities.

- a. **Right to Review.** Pursuant to the Sponsor's authority for oversight, monitoring, and providing technical assistance to the School, the School shall operate and shall be accountable to the Sponsor and subject to all applicable federal and state laws and regulations, and Sponsor policies and regulations. All records established and maintained in accordance with the provisions of this Agreement, policies and regulations, and federal and state law and regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to Sponsor officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA"). Records include, but are not limited to, the following:

- i. School records, including but not limited to, student cumulative files, policies, and student records including IEPs and ETRs with student personally identifiable information and other protected information redacted;
- ii. Corporate records of the school including governing authority meeting minutes;
- iii. Financial records;
- iv. Educational program, including test administration procedures and student protocols;
- v. Personnel records, including evidence that criminal background checks have been conducted, with confidential information such as medical information and social security numbers redacted;
- vi. School operations, including health, safety and occupancy requirements; and
- vii. Inspection of the facility or facilities.

The Sponsor may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Director of the Office of School Sponsorship or the Director's designee, visits should be pre-arranged in a professional manner to avoid needless disruption of the School's educational and testing process and programming.

- b. **Complaints.** The Sponsor agrees to notify the School as soon as practicable regarding any complaints about the School that the Sponsor receives, whether verbal or written. The notification shall be made within three (3) business days of receipt of the complaint by the Sponsor and shall include information about the substance of complaint, together with copies of any written communications or evidence. In the case of anonymity, the School will address any verifiable facts and report to the Sponsor. Upon receipt of any complaint, the School must provide a written initial response within five (5) business days and a supplemental response within fifteen (15) business days or such additional time as agreed to by the Sponsor. This response must include actions taken or proposed to be taken by the School to resolve the complaint. Investigation of complaints may warrant a site visit, a review of records, interviews with school staff and submission of evidence of evidence that the complaint has been resolved. All written responses from the School are subject to review by the Sponsor. The Sponsor will notify the School if its written response is satisfactory or if the School needs to take further action to resolve the complaint.

- c. **School Health or Safety Issues.** The School shall immediately notify the Sponsor by e-mail of any circumstances requiring School closure, lockdown, or any other action that may affect School health or safety as soon as practicable. The School shall provide a calendar of planned emergency drills including, without limitation, fire, tornado, lockdown drills.
- d. **Report Card Performance Data and Process.** Annually, the Sponsor will review the School's most recent report card. The School shall take time to review and analyze the data and determine areas of improvement and determine if the plan developed under the Ohio Improvement Process should be modified based upon the report card data. The school has established multi-year academic improvement goals and targets that are agreed to by the School and Sponsor and attached as **Attachment 2**. These goals may be amended from time to time based upon review of data, such amended goals may replace Attachment 2 after approval by the Sponsor and the Governing Authority. The academic and report card performance goals and targets may be amended by the Sponsor to include any new report card measures that might be added during the term of this Agreement. The Sponsor will annually review the performance of the School and may add improvement goals that the School shall implement in order to meet the academic goals and objectives established by the Sponsor. A copy of the Sponsor's Performance Framework is attached as **Attachment 3**
- e. **Access to Student Records.** The School shall make available upon request of the Sponsor information regarding special education and related services for students of the School to Sponsor officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA") in order to comply with reporting requirements imposed by applicable state or federal law. Such information shall include all funding received for special education and related services and how such funds were expended. The School shall timely make available to the Sponsor information regarding special education and related services for students of the School. The Sponsor shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use such information acquired from the School for any other purpose. Notwithstanding anything to the contrary above or herein, the Sponsor shall not have access to personally identifiable information of students or confidential information.

2.2 School Rights and Responsibilities.

- a. **Compliance with ORC Chapter 3314.** The School agrees that it shall comply with all requirements set forth in ORC Chapter 3314, as currently written or amended. The School further agrees that it will comply with the following to the extent that the provisions apply to the school as identified in paragraph 1.1(A):
 - i. Provide learning opportunities to a minimum of twenty-five (25) students, subject to the agreed minimum enrollment set forth in

Section 5.3, for a minimum of nine hundred twenty (920) hours per school year. Enrollment shall be limited to no more than the occupancy permitted for the building unless a change in this provision of the Agreement has been requested by the Governing Authority and approved by the Sponsor.

- ii. Comply with ORC 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium prohibited); 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.536 (School safety plan for each school building), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.608 (Fourth grade reading capability), 3313.609 (Grade promotion and retention policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on career advising), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.6411 (Providing report card to parent), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic

symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7112 (Diabetes care), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073 (In-service training in child abuse prevention programs), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.041 (Excused absences for certain extracurricular activities), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child's attendance at school), 3321.191 (Board to adopt policy regarding habitual truancy – intervention strategies), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), ORC Chapters 117. (Auditor of State), 1347. (Personal Information Systems), 1702. (Non-Profit Corporation Law), 2744. (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314. (Community Schools), 3365. (Post-Secondary Enrollment Options Program), 3742. (Lead Abatement), 4112. (Civil Rights Commission), 4123. (Workers' Compensation), 4141. (Unemployment Compensation), and 4167. (Public Employment Risk Reduction Program) as if it was a school district and ORC 3301.0714 (Guidelines for statewide education management information system) as specified in ORC 3314.17 (Statewide education management information system). The School shall comply with these Sections and Chapters now in effect and as amended from time to time.

- iii. *Comply with ORC Chapter 102. and ORC 2921.42.*

- iv. Comply with ORC 3313.61, 3313.611, and 3313.614 including compliance with ORC 3313.603 except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the governing authority of the community school rather than the curriculum specified in ORC Chapter XXXIII or any rules of the State Board of Education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in ORC 3313.603(C), unless the person qualifies under Divisions (D) or (F) of that Section. The School shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2016-2017 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under ORC 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall comply with the framework for granting high school credit to students who demonstrate subject area competency pursuant to ORC 3313.603(J)(3). If the school is a high school program and will be offering career technical or CBI programs, the plan description for these programs must be included, that complies with the criteria for student participation in ORC 3314.08(H)(2).
- v. Per ORC 3314.03(A)(11)(g), submit, within four months after the end of each school year, a report in a format approved by the Sponsor of its activities and progress in meeting the all applicable report card measures the unique objectives of the Educational Plan which are in **Attachment 5** and its progress in meeting contractual academic and performance goals and standards and its financial status and progress of meeting the goals and standards of this Contract to the Sponsor and the parents of all students enrolled in the School.
- vi. Ensure all teachers are properly licensed pursuant to ORC 3319.22 through 3319.31. However, the School may engage noncertificated persons to teach up to twelve hours per week pursuant to ORC 3319.301 and obtaining proper certification and/or permits by the Department.
- vii. Be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

- viii. Recognize the following:
- a. The authority of public health and safety officials to inspect the facilities of the school and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations;
 - b. The authority of the Department, as the community school oversight body, to suspend the operation of the school under ORC 3314.072 if the Department has evidence of conditions or violations of law at the school that pose an imminent danger to the health and safety of the school's students and employees and the sponsor refuses to take such action.
- ix. Comply with ORC 3313.801 as if it were a school district unless the school is an on-line (e-school).
- x. If the School operates a preschool program that is licensed by the Department under ORC 3301.52 to 3301.59, the School shall comply with ORC 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under ORC 3301.53.
- xi. If the school is an on-line (e-school), comply with the following pursuant to ORC 3314.21:
- a. The School shall use a filtering device and install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. If the student chooses to use his or her own computer not obtained from the School, the School shall provide such device and/or software to the student at no cost. The School shall provide a demonstration of such software and documentation that it is placed on all computers and/or offered to students who use his or her own computers to the Sponsor on an annual basis.
 - b. The School shall provide a plan to the Sponsor by August 1 of each year describing the plan by which its full-time teachers will conduct visits to the students in person throughout the year. The School shall also provide documentation to the Sponsor that the plan was complied with each school year. This plan must be reviewed and submitted to the Sponsor annually.

- c. The School shall set up a central base of operation where all administrative activities occur and provide the Sponsor with the location of the central base of operations. The Sponsor shall maintain a representative within fifty miles of that central base of operations.

- xii. If the school operates as a designated blended learning school, comply with all the following, if it operates using the blended learning model as defined in ORC 3301.079:
 - a. Follow the Sponsor approved blended learning model or models that will be used;
 - b. Maintain a description of how student instructional needs will be determined and documented;
 - c. Maintain documentation of the method to be used for determining competency, granting credit, and promoting students to a higher grade level;
 - d. Follow the school's attendance requirements, including documentation of participation in learning opportunities;
 - e. Follow the Sponsor approved statement describing how student progress will be monitored;
 - f. Follow the Sponsor approved statement describing how private student data will be protected; and
 - g. Follow the Sponsor approved program for offering professional development activities offered to teachers.

- xiii. If the school operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule as currently written or as modified that relates to dropout-prevention and recovery schools. Specifically, the School agrees to develop a program that complies with the Ohio Administrative Code 3301-102-10 including meeting required enrollment and testing requirements for student enrolled in the dropout prevention and recovery program:
 - a. The program serves only students not younger than sixteen years of age and not older than twenty-one years of age;
 - b. The program enrolls students who, at the time of their initial enrollment, either, or both, are at least one grade level behind their cohort age groups or experience crises that significantly

- interfere with their academic progress such that they are prevented from continuing their traditional programs;
- c. The program requires students to attain at least the applicable score designated for each of the assessments prescribed under division (B)(1) of section 3301.0710 of the Revised Code or, to the extent prescribed by rule of the state board of education under division (D)(6) of section 3301.0712 of the Revised Code, division (B)(2) of that section;
 - d. The program develops an individual career plan for the student that specifies the student's matriculating to a two-year degree program, acquiring a business and industry credential, or *entering an apprenticeship*;
 - e. The program provides counseling and support for the student related to the plan developed under division (A)(4) of that section during the remainder of the student's high school experience; and
 - f. The program's instructional plan demonstrates how the academic content standards adopted by the state board of education under section 3301.079 of the Revised Code will be taught and assessed.
- xiv. The governing authority of the School must adopt an enrollment and attendance policy and ensure that the school enacts a process that requires a student's parent to notify the School when there is a change in the parent's or student's primary address. The policy and process must include periodic notification to parents.
- xv. The governing authority of the School must adopt a policy and process by which student residence and addresses are verified on a regular basis. The policy and process must include a verification upon enrollment, periodically throughout the school year and at the end of each school year.
- xvi. Comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the following:
- a. An internet or computer-based community school; or
 - b. A community school in which a majority of the enrolled students are children with disabilities as described in ORC 3314.35(A)(4)(b) of the Revised Code.
- xvii. The statutory references in this section are currently provided for and required to be in this Agreement pursuant to ORC 3314.03, which is subject to amendment from time to time by the General Assembly. All references in this agreement to ORC Sections shall refer to most

current statute as amended from time to time during the term of this Agreement.

- xviii. Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date or suspension of this Agreement, provided such a provision is agreed upon by the third party. This includes contracts with teachers and non-teaching staff.
 - xix. The Governing Authority of the School and the Sponsor must meet at least once yearly, upon such a meeting being organized by the Sponsor, before the end of the fiscal year to review the terms and provisions of this Agreement. At the meeting and any other time, the Governing Authority and Sponsor may consider potential amendments to its language that will be incorporated by mutual agreement of the Parties.
 - xx. If the school opened after 2/1/2016, the Governing Authority of the School must either post a bond in the amount of \$50,000 or deposit cash in that amount, with the Auditor of State in accordance with ORC 3314.50, and the Department may withhold funding pursuant to ORC 3314.191 if the bond is not posted or cash deposited pursuant to ORC 3314.191 or as otherwise provided for by law. If the School is operated by an operator as defined by ORC 3314.02(A)(8), the operator may deposit cash in the amount of \$50,000 or a written guarantee or payment which shall obligate the management company to pay the costs of audits of the school up to an amount of \$50,000 with the Auditor of State in accordance with ORC 3314.50.
- b. **Records.** The School agrees to comply with all federal, state, and Sponsor record keeping requirements including those pertaining to students, governance, and finance. All financial records shall comply with the standards for financial reporting as set forth in ORC 3301.07(B)(2). The School shall be notified within ten (10) business days following adoption of new or materially modified Sponsor policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the Department's student information system. In addition, the School shall ensure that records for students enrolling in the School or other schools are transferred as quickly as possible. Financial records shall be reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. **The School further agrees to assist the Sponsor in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements. In addition, to allow and assist the Sponsor in adequately evaluating the performance of the School, the School shall**

provide the Sponsor with READ ONLY access to all of the Department's systems, including but not limited to: Education Management Information System (EMIS); Secure Data Center (SDC); Comprehensive Continuous Improvement Plan (CCIP); OEDS data, and the Compliance System so that the sponsor may adequately evaluate the performance of the community school so long as educational records or information required to be kept confidential is not accessible to the Sponsor. Further, the School agrees to consent and sign any documentation required to grant access to any of the systems.

The School shall submit to the Sponsor no later than four (4) months after the end of each fiscal year the reports that will be generated and submitted to the Office of the Ohio Auditor of State and are statutorily due to the Auditor no later than one hundred fifty (150) days following the close of the fiscal year. In the event this statutory requirement is lifted; the School shall be required to comply with relevant statutory provisions.

The Sponsor may order a special financial audit of the School from the Auditor of State if, in the sole discretion of the Sponsor, the Sponsor has reason to believe that the School has:

- i. Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the School's finances;
- ii. Improperly maintained its financial records; and/or
- iii. Insufficient financial controls in place.

The costs of the audit shall be paid by the School.

c. Notification Provided to the Sponsor.

- i. Timely Notice. The School shall within twenty-four hours notify the Sponsor, the Department, and other appropriate authorities in the following situations:
 - a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
 - b. Any complaints filed against the School by any governmental agency.
- ii. Immediate Notice. The School shall immediately notify the Sponsor of any of the following:

- a. Conditions that may cause it to vary from the terms of this Agreement, applicable Sponsor requirements, or applicable federal or state law or administrative rule;
 - b. Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
 - c. The arrest, dismissal or resignation of any members of the School Governing Authority or School employees for any reason. If the arrest, dismissal or resignation of any member of the School Governing Authority or School employee is for a crime punishable as a felony or any crime related to the misappropriation of funds or theft, the school shall also provide a written report of the information known at the time of the notification. Additionally, the School shall follow all reporting regulations as required in ORC 3314.40 and other relevant laws as required.
 - d. Misappropriation of funds or suspected misappropriation of funds;
 - e. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;
 - f. A failure to maintain its corporate status with the Ohio Secretary of State's Office that is not cured within sixty (60) days of notice of the same; or
 - g. Any Findings for Recovery issued by the Ohio Auditor of State against any member of the Governing Authority, operator, treasurer, or any employee of the School.
- d. Compliance. The School shall comply with all applicable federal and state laws, administrative rules, local ordinances, and Sponsor policies and procedures applicable to community schools.
- e. Reports. The School shall provide in a timely manner to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates for the current school year. Timely notification through Epicenter or the Sponsor's document management system shall be provided when due dates are changed or additional reports are to be provided. The Sponsor will annually update the list of required reports and due dates and provide this information to the School and deadlines for submissions

will be entered in Epicenter. Failure to provide reports within ten (10) days after the date due is a material violation of this Agreement, and the Sponsor may take actions outlined in Section 2.4. Annual reports include, but are not limited to:

- i. Unique School Objectives. The School shall annually provide the Sponsor with a report identifying the progress that the School has made on each of its unique objectives included in its Education Plan, which is in **Attachment 5**, during the prior school year. The School and the Sponsor shall mutually determine the due date of the report given the availability and time necessary for assessment of data;
- ii. Required financial reports including budget and enrollment records on a **monthly basis** in the format and with attachments prescribed by the Sponsor and pursuant to ORC 3314.023 and 3314.024 if applicable;
- iii. Statistical reports including financials, expenditures, income and debt statements, enrollment, staff and pay turnover, expulsions, suspensions, and any other matter that relates to the financial stability or instability of the school in the format including any relevant attachments that the Sponsor requests, **on a monthly basis**;
- iv. The Governing Authority shall submit within **four (4)** months after the end of each school year a report of the School's activities and progress in meetings goals and standards of the School and the School's financial status to the Sponsor, and the parents of all students enrolled in the School. This report shall comply with Section 2.2(a)(v) of this Agreement and **a draft report shall be provided to the Sponsor for review and input at least three (3) weeks prior to the distribution of the report**. At the request of the Sponsor, a representative of the Governing Authority and the School shall attend a pre-arranged meeting of the Sponsor and present the annual report to the Sponsor in detail for discussion;
- v. The Governing Authority shall report **annually** to the Sponsor and the Department all reporting requirements set forth by ORC Chapter 3314, including, but not limited to the reporting requirements set forth in ORC 3314.08(B);
- vi. Projected enrollment – **January 1** of each fiscal year;
- vii. Financial Plan by **August 1** of each fiscal year;
- viii. Annual School budget approved by Governing Authority – ORC 3314.032 requires Governing Authority adoption by October 31 of each fiscal year. The annual Governing Authority adopted budget with the approved and signed Governing Authority meeting minutes

documenting approval of the annual budget shall be submitted in final form to the Sponsor no later than **October 20 of each year**;

- ix. Five-year forecasts twice per year as required by Ohio Law and collected by the Sponsor (**November and May**).
- x. Asset reports. The Governing Authority shall **annually** provide the Sponsor with an updated asset report showing all assets purchased with public funds, all assets purchased with non-public funds, all assets purchased with Federal Funds, and the ownership of any and all items used by the School.
- xi. Transcripts of all students graduating at any time during the school year by July 1. Only the transcript shall be provided electronically to Sponsor.
- xii. Any adjustments to the annual budget approved by the Governing Authority – within five (5) days of approval;
- xiii. Annual audit – upon release by the Auditor of State and **no meetings with the Auditor of State or his designee may be waived**, and the School must provide notice of all meetings to the Sponsor;
- xix. End of year cash balance – within 30 days of the end of the fiscal year;
- xx. School calendar – **July 1** of each fiscal year;
- xxi. Health and safety information including report of previous year's fire drills and documentation that the required safety or emergency plans have been submitted to all required agencies, emergency contact information, etc. – upon the date of the Opening Assurances visit by the Sponsor; and
- xxii. Safety School Plan. The School shall comply with the requirements outlined in ORC 3313.536 and corresponding regulations and complete the required information annually by July 1. The School shall submit the information to the Ohio Department of Public Safety as required by law. The School will be responsible for communicating the information required by ORC 3313.536 to local responders.
- xxiii. Governance Information:
 - a. Governing Authority membership including member names, contact information, the term beginning and end date, and any office the member holds on the Governing Authority – at contract

- execution and upon any changes in Governing Authority membership;
- b. Governing Authority member conflict of interest disclosures – at contract execution and upon any changes in Governing Authority membership;
 - c. Governing Authority member background checks must be completed prior to serving as a member of the Governing Authority and placed on file at the School. Each Governing Authority member must consent to Sponsor's review and inspection of background checks;
 - d. Governing Authority annual training, at the Governing Authority's expense, on the following topics (with the content, materials and provider being approved by the Sponsor): community school laws, ethics, and the Ohio Sunshine Laws, which includes public records and open meetings – submission deadlines in Epicenter established by the Sponsor for compliance;
 - e. Verify that a finding for recovery has not been issued by the auditor of state against any member of the Governing Authority, the operator, or any employee of each community school - upon the Opening Assurances visit by the Sponsor and provide a list of all members of the Governing Authority, the operator that provides services to the school and employees of the community school and update each list as necessary throughout the year;
 - f. Current Code of Regulations – within ten (10) business days after any material changes; and
 - g. Current Articles of Incorporation – within ten (10) business days after any material changes.
- xxiv. Insurance certification – upon the Opening Assurances visit by the Sponsor each fiscal year;
- xxv. Updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each; and
- xxvi. A detailed accounting of the nature and costs of goods and services that the operator provided to the School pursuant to ORC 3314.024 regardless of whether the operator received more than twenty percent (20%) of the School's gross annual revenues.

xxvii. The School's comprehensive plan pursuant to ORC 3314.03(B) including all policies and procedure regarding internal financial controls by October 1, 2019 and annually by August 1 advise Sponsor of any updates or changes to the comprehensive plan.

- f. Indemnification. To the extent permitted by law and not otherwise barred by ORC Chapter 2744, the School agrees to indemnify and hold the Sponsor and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the School or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by ORC Chapter 2744 or other law.

2.3 Sponsor-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Agreement excluding the Sponsor's intervention or determination to place the School on probation, suspension, termination or any conditions leading to those decisions shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

- a. The School and the Sponsor agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
- b. Either Party shall notify the other Party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Section of this Agreement or the law that is in dispute and the grounds for the position that such item is in dispute and the specific corrective action it wishes the other party to take. The matter shall be immediately submitted to the President of the Governing Authority and the Director of the Office of School Sponsorship, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- c. In the event that the matter is not resolved by the President of the Governing Authority and the Director of the Office of School Sponsorship, then the matter shall be submitted to the Columbus Bar Association for non-binding mediation before at least one mediator mutually agreed upon the by the parties, if one mediator cannot be agreed upon then each party will select one mediator and a request will be made for the Columbus Bar Association to appoint one mediator. The notice for non-binding mediation shall be in writing to the other party within thirty (30) days following the Governing Authority meeting. The thirty (30) days shall be determined by the date of the last Governing Authority meeting at which

the matter is discussed. If non-binding mediation does not resolve the dispute, then the Parties may pursue any available legal remedies.

2.4 School Violations of Law or this Agreement. If the School is subject to nonrenewal or revocation for any of the reasons listed in this Agreement, or any of the reasons for suspension pursuant to ORC 3314.072 or probation pursuant to ORC 3314.073, or is in violation of state or federal law or regulations, or otherwise materially breaches the Agreement, the Sponsor may, but is not required to, impose other remedies prior to initiating revocation or suspension in accordance with Section 11.3 of this Agreement. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the Sponsor shall send a notice as provided in subsection e below.

- a. **Plan Submission.** The Sponsor may require the submission of a plan to remedy the deficiency. Upon the written request of the Sponsor, the School shall develop a plan to remedy the failure or deficiency and submit it to the Sponsor for review and comment. The plan may be revised at the discretion of the School prior to the Sponsor's final review. The Sponsor may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails to:
 - i. Make progress toward achieving its goals and objectives as described in this Agreement after a reasonable period of time;
 - ii. Achieve Sponsor requirements; or
 - iii. Implement its educational program as described in this Agreement after a reasonable period of time, or
 - iv. Fails to complete two or more required reports by the established deadlines.
- b. **Improvement Submission.** If the school's report card measures do not show progress in meeting academic goals, the Sponsor shall require the School to prepare and implement an academic improvement plan designed to improve report card measures.
- c. **Weekly Monitoring.** The Sponsor may require weekly in-person meetings with the President of the Governing Authority and/or the School's principal or superintendent to monitor and to review the School's progress towards the goals of the improvement plan submitted pursuant to Section 2.4(a) above. The date, time, and location of all meetings shall be mutually determined by the Parties. At the Sponsor's discretion, meetings may be in-person or held via teleconference, or videoconference.

- d. Independent Monitor. If, in the Sponsor's sole discretion, the Sponsor determines that the School's violations of law or this Agreement require outside monitoring and/or assistance, the Sponsor may require the School to hire an independent monitor at the School's expense which expense and qualifications must be reasonable and fit within the School's budget to oversee the implementation of the improvement plan submitted pursuant to Section 2.4(a) above.
- e. Procedural Guidelines for School Violations of Law or this Agreement. Prior to applying a remedy other than seeking termination, suspension pursuant to ORC 3314.072, or probation pursuant to ORC 3314.073, the Sponsor shall, to the extent practicable, engage in a due process procedure below:
 - i. The Sponsor shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to be remedied, and the expected remedy.
 - ii. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's determination that a breach has occurred. In non-emergency situations, this means the President of the Governing Authority or his designee shall be given an opportunity to meet with the Director of the Office of School Sponsorship or his designee to discuss the notice within five business (5) days.
 - iii. If the breach is not cured within the time specified in the notice, the Sponsor may apply remedies as provided in Section 2.3.
- f. Sponsor Violations of School Law or this Agreement. If the School believes that the Sponsor has violated any provision of this Agreement or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.3.

Section 3

3.1 Governance. The School's Articles of Incorporation and Code of Regulations shall not conflict with the School's obligation to operate in a manner consistent with this Agreement. The School's Governing Authority will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Agreement. The Governing Authority shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Code of Regulations shall be made in accordance with the procedures described in Section 1.2(c) of this Agreement. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing rights of parents or other constituents, that significantly increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Governing Authority or changes the purpose of the entity.

3.2 Transparency. The School shall make Governing Authority adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Ohio Sunshine laws, and shall adopt and strictly enforce a conflict of interest policy. The **conflict of interest policy** shall address public officers, ethics, conflict rules, corporate conflict rules, and if an Internal Revenue Code (IRC) tax exempt entity, IRC conflict rules.

3.3 Contracting with an Operator or Management Company. Pursuant to relevant law, the School may contract with a third-party operator as defined by ORC 3314.02(A)(8) for operational, administrative and instructional services. Such contract must include a termination clause and a provision or separate assurance as to cooperation for Sponsor evaluations. A list of guidelines for operator agreements is attached as **Appendix 7**. The Governing Authority shall retain authority for all decisions mandated by law to be retained by the Governing Authority.

The school shall provide a copy of the agreement between the Operator or Management Company and the Governing Authority within **ten (10)** business days of entering into or renewing such agreement.

The School shall follow applicable law, as they apply to community schools, related to procuring and contracting for goods and services and adhere to best practices, including standard related to arms-length negotiations and arrangements and conflicts of interest. The Sponsor encourages the school to adopt policies and procedures relating to the procurement and contracting of goods and services. The Sponsor may offer guidance on such policies and review contracts on a case by case basis as requested by the School.

The School shall employ an attorney who shall be independent of the operator for service related to the negotiation of the School's contract with the operator and other matters should the School and operator become adverse to each other in any particular matter.

All new or renewed operator agreements entered into on or after February 1, 2016 must comply with ORC 3314.032(A) and shall include the following:

- a. The criteria to be used for early termination of the operator;
- b. The required notification procedure and timeline for early termination or non-renewal of the operator contract; and
- c. A stipulation of which entity owns all School facilities and property including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or operator. Any stipulations regarding the property must comply with the requirements of ORC 3314.0210.

The operator agreement shall also require that if the Governing Authority contracts with an attorney, accountant or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator.

The School shall complete an evaluation of the Operator or Management Company annually in compliance with the standards set forth in the developed by the Governing Authority of the School.

3.4 Volunteer Requirements. Any requirement adopted by the School that requires parents to commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. Volunteers that come into regular or unsupervised contact with students shall be required to submit to a background check. A copy of the School's volunteer policy and any changes thereto, if the School has such a policy, shall be provided to the Sponsor.

3.5 Fiscal Year. The fiscal year for the School shall commence July 1 and end June 30 of each year.

Section 4

4.1 Operational Powers. The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers: contracting for goods and services; selecting and controlling curricula and educational programming; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Agreement; and adoption of policies and Code of Regulations consistent with the terms of this Agreement. The powers described in this paragraph may not be delegated.

Unless operations are suspended in accordance with ORC 3314.072 or this Agreement is terminated prior to the end of a school year, the School must remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Sponsor may, but is not obligated to, assume operations of the School as provided for in ORC 3314.073.

4.2 Evaluations and Trainings.

- a. **Superintendent Evaluations.** The Governing Authority shall conduct a performance evaluation of the superintendent of the School at least **annually**.

The evaluation shall be reported to the Sponsor. The Sponsor shall review the evaluation and may use information contained in the evaluation as part of the School's annual performance evaluation.

- b. **Employee Evaluations.** The superintendent or his/her designee shall conduct performance evaluations of the School's employees at least annually.
- c. **Annual Evaluations.** The Sponsor shall conduct an annual performance evaluation of the School. This annual evaluation includes monitoring and evaluating the academic and fiscal performance and the organization and operation of the School. The Sponsor will review the past year's academic report card measures with the Sponsor by August 15, 2018, the most recent report card for the School is **Attachment 2**. The Sponsor shall also perform a performance evaluation in compliance with the Performance Framework attached as **Attachment 3**. In addition, prior to any renewal of this Agreement but not less than every five (5) years, the Sponsor shall conduct high stakes review. This high-stakes review shall include a rigorous evaluation of the School's performance including a review of the mission and vision statements, academic, financial, operational and governance, over the term of this Agreement. The Sponsor's Performance Framework may be modified from time to time upon the mutual agreement of the Parties.
- d. **Compliance.** The Governing Authority and administration shall cooperate fully with the Sponsor in all activities as required by regulations of the Ohio Department of Education for oversight of the School. This includes, but is not limited to:
 - Annual file updates per checklists provided by the Sponsor;
 - An on-site visit prior to the opening of each school year and other site visits conducted throughout the school year;
 - School Improvement Plan implementation and reviews including the implementation of the Ohio Improvement Process and any Improvement Plans required by the Ohio Department of Education;
 - Monthly reviews of financials, enrollment records, and attendance monitoring;
 - Access to read only academic and financial data and data systems;
 - Other appropriate requests for information from the Sponsor, the Ohio Department of Education or the Auditor of State.

4.3 Transportation. The Sponsor and the School acknowledge and agree that the School is not required to provide transportation to students attending the School, unless the student has an individual education program that requires transportation as a related service. If the School chooses to provide transportation, the School shall be solely responsible for providing transportation services, if any, to students attending the School. In providing all or partial transportation, the School shall comply and ensure that

its teachers and staff comply with all Ohio laws, including ORC 3314.091, and all Federal regulations related to student transportation.

4.4 Food Services. The School shall provide free and reduced-price meals to needy students in a manner determined by the Department and in accordance with Governing Authority policy and applicable federal and state laws. Additional documentation as determined by the Department beyond free- and reduced-lunch status may be required for funding or accountability purposes.

4.5 Insurance. The School shall purchase insurance protecting the School and Governing Authority, employees, and volunteers (if allowable by policy), and Sponsor where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. **The Sponsor shall be identified as an additional insured on the policy and certificate holder.** The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below:

- a. Comprehensive general liability - \$1,000,000 per occurrence, \$2,000,000 (in the aggregated with an excess of umbrella policy extending coverage as broad as primary coverage in an amount no less than \$5,000,000.
- b. Officers, directors and employee's errors and omissions - \$1,000,000;
- c. Property insurance - As required by landlord or if building owned then sufficient insurance as determined by mortgage company or the replacement value of the property;
- d. Motor vehicle liability (if appropriate) - \$1,000,000; and
- e. Workers' compensation - (as required by state law).

All insurance certificates are attached as **Appendix 6**.

The Sponsor shall provide at least sixty (60) days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the Sponsor and underwritten by insurers that are legally authorized in the State of Ohio and that are rated by A.M. Best Company not lower than "A-VII". The School shall provide current certificates of insurance to the Sponsor by July 1 annually. All the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, sent to the School and the Sponsor. The School shall notify the Sponsor within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

4.6 Monies to be set aside in the event the School Closes. The School shall either maintain one month of operating expenses in its bank account at all time or establish an escrow account with at least \$5,000 solely established for the purposes of paying the cost of a treasurer through the closure and costs associated with the closure including securing and maintaining any school buildings, transferring records, and any other costs associated with the orderly closing of the school.

4.7 Technology. If the School applies for E-Rate funding or if is otherwise required by law, the School must have a state-approved technology plan and complete any necessary filing procedures on or before the applicable deadlines. All technology plans must be updated as required and submitted as required by law, rule or regulation.

Section 5

5.1 School Grade Levels. The School is authorized to serve students in grade kindergarten through grade 8. The School shall not enroll students in grades other than those specified in this Agreement. If the School seeks to change the authorized grade levels, the School shall provide a notice and evidence to support increasing or decreasing the grade levels to the Sponsor not less than sixty (60) days prior to the first day of school. Any change in school grade levels shall require a contract modification and mutual agreement of the School and Sponsor, which shall not be unreasonably withheld.

5.2 Student Demographics. As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made by the School in a nondiscriminatory manner and in accordance with the enrollment preferences, selection method, timeline, and procedures described in **Attachment 4**.

The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the community the School serves. The School's racial and ethnic demographics shall reflect the geographical area community the School serves. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch programs within the Sponsor average, taking into account the demographics of other public schools within a reasonable proximity to the School. The Parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in **Attachment 4**.

5.3 Maximum and Minimum Enrollment. The School and the Sponsor agree that during the term of this Agreement, the School's total enrollment shall not exceed the occupancy permit of the School's facility and site. The minimum enrollment is determined to be the lowest full-time equivalency enrollment necessary for financial viability, as reasonably determined by both Parties. However, the School must enroll a

minimum of twenty-five (25) students and comply with Section 3.2(A)(1) of this Agreement and with the admission requirements set forth in ORC 3314.06 and 3314.061.

5.4 Eligibility for Enrollment. The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll, or who meet the criteria in ORC 3314.06 or 3314.061. All enrollment decisions shall be made in accordance with applicable State and Federal law and policy. If the School utilizes a lottery, the School must ensure that it complies with ORC 3314.06(G) and the school admission and lottery policies.

5.5 Admissions Procedures. The admissions procedures shall at all times comply with ORC 3314.06 and, if applicable, ORC 3314.061 including the following requirements:

Specify that the school will not discriminate in its admission of students to the School on the basis of gender, race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude; and, be open to any individual entitled to attend school in the State of Ohio pursuant to ORC 3313.64 or ORC 3313.65 except that admission to the School may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of "at risk" that the Parties to this Agreement agree upon and/or (iii) residents of a specific geographic area within the district as defined in this Agreement.

Specify in a policy whether the enrollment is limited to students who reside in the district in which the School is located or is open to residents of other districts.

If the number of applicants exceeds the capacity restrictions of Paragraph 5.3 of this Agreement or the capacity of the School's programs, classes, grade levels or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and may be given to eligible siblings of such students, to students of full time faculty at the School so long as under 5% of the School's total enrollment, and preference must be given to those students who reside in the district in which the School is located.

Tuition in any form shall not be charged for enrollment of any student that is a resident of the state per ORC 3314.08(F). The School shall not require contributions either from any student eligible to enroll or enrolled in the School or from any parent or guardian of a student who is enrolled or intending to enroll in the School. Nothing in this paragraph shall prevent the School from charging reasonable class, book or similar fee(s) or engaging in voluntary fundraising activities.

Upon enrollment the Governing Authority shall distribute to parents of students, the required statement concerning state-prescribed testing and compulsory attendance laws as required by ORC 3314.041 and a copy of the School's most recent State report

card. A copy of the complete enrollment packet shall be provided to the Sponsor each year.

If the school operates as an on-line school (e-school), the school will comply with this paragraph. The parent of any student on the list of the Ohio Department of Education of students enrolled in an e-school who have not taken state tests for two years in the School shall pay tuition to the internet or computer-based community school in an amount equal to the state funds the school otherwise would receive for that student as determined by the Department. An internet or computer-based community school may withdraw any student for whom the parent does not pay tuition as required by ORC 3314.26.

5.6 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- a. Following the application deadline and upon completing the lottery, if appropriate, the School shall obtain the most recent Individualized Education Program (IEP) or Section 504 Plan and Evaluation Team Report (ETR), if any;
- b. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with the Individuals with Disabilities Education Act (IDEA), as well as Ohio's Operating Standards for the Education of Children with Disabilities and Sponsor requirements and procedures concerning the education of students with disabilities;
- c. When a student who has intensive service needs as identified by an IEP Team applies for admission into the School, the School Principal shall convene an IEP Team meeting; and,
- d. Upon admission of any handicapped and/or disabled student, the School shall comply with federal and state laws regarding the education of such students.

5.7 Participation in Schools. No student may be jointly enrolled full-time in the School and another district or community school. Students enrolled in the School may participate in career and technical programs and College Credit Plus programs.

5.8 Expulsion and Denial of Admission. The School shall immediately adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things the types of misconduct for which a student may be suspended, expelled or removed and that due process related thereto and is included in **Attachment 7**. The School's policy and practice shall comply with the requirements of ORC 3313.66, 3131.661 and 3313.662. Those policies and practice shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

5.9 Continuing Enrollment. Pursuant to Ohio law, students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion or graduation and unless the student is properly withdrawn from the school.

5.10 Attendance. The School shall immediately adopt an attendance policy that includes a procedure for automatically withdrawing a student from the School if the student without legitimate excuse fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. The School's attendance policy must be available for public inspection. The School's attendance policy and participation records shall be made available, upon request, to the Department, Auditor of State, and Sponsor to the extent permitted by 20 USC 1232 g, the Family Educational Rights and Privacy Act (FERPA), ORC 3319.321, and any applicable rule or regulation thereto.

Section 6

6.1 Vision, Mission, and School Goals. The School shall follow the unique vision, mission and specific goals of the school as set forth in **Attachment 5**, School Education Plan which has been approved by the Sponsor. The education plan shall include the School's mission, academic SMART goals, and instructional methods. The School Education Plan shall not be modified or revised without the written consent and approval of the Sponsor.

6.2 Sponsor Academics, Finance, Governance, and Operations Standards. The School shall meet or exceed Sponsor standards established for the School in the areas of academics, finance, governance and operations. The School shall be provided an evaluation of the school academic performance and future goals after the release of the 2017-2018 report card. The overall performance framework is attached in **Attachment 3**. The School acknowledges that these goals and indicators may change over time and that the Sponsor agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized.

6.3 Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, and other "exceptional children" as defined by the Ohio Revised Code, Ohio Administrative Code, and any standards adopted by the State Board of Education, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in this Agreement.

6.4 Computer Based/On-Line Programs. Unless the school operates an on-line (e-school) as identified in paragraph 1.1(A), the School's educational program as currently operated and as reviewed by the Sponsor does not include an on-line program pursuant to ORC 3314.23 and the School is accordingly prohibited from offering such online

programs. This paragraph does not apply to schools identified as on-line (e-schools) in paragraph 1.1(A)

6.5 Curriculum, Instructional Program and Pupil Performance Standards. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Agreement. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed the Ohio Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

The school shall timely administer the assessments which shall include statewide achievement and diagnostic tests, and at least one of the assessment tools identified in the educational program in **Attachment 5**, and any other assessments required by law or recommended by the Sponsor. The School must submit a calendar of assessments to the Sponsor prior to the start of each academic year.

The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment tools, and such changes shall be reflected in **Attachment 5**. The School shall satisfy the performance standards outlined in **Attachment 3** and such other standards required by law or recommended by the Sponsor and agreed to by the School. The Governing Authority shall give the Sponsor advanced written notice of its desire to update **Attachment 5**, however, changes will not be implemented without prior written approval by the Sponsor.

The School may offer Credit Flexibility for students in grades 7 through 12 only if the instructional program specifies the credit flexibility plan for the school, the school has adopted a program and process that is approved by the Sponsor, and an individualized credit flexibility plan is written for each student that includes goals, assessment, defines how the student will demonstrate knowledge and skills needed, and specifies how credit will be earned. The plan must state that if a student is not successful in demonstrating knowledge and skills, the student will not earn credit through credit flexibility.

6.6 Graduation Requirements. The School shall develop and submit to the Sponsor for approval a policy setting forth its graduation requirements that align with state graduation guidelines no later than August 1 of each year. In addition, the School may offer students the opportunity to earn the OhioMeansJobs-Readiness Seal on their Diplomas.

6.7 English Language Learners. The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the State's procedures for identifying, assessing and exiting English language learners.

6.8 Education of Students with Disabilities

- a. The School shall be responsible to provide all special education support services to students at the School and may contract with entities to provide special education teacher(s) or related services subject to confirmation of appropriate licensing. The School shall assign other special education support staff as necessary to meet student needs.
- b. The School agrees to comply with all its policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified.
- c. The School shall direct the development and/or modification of any IEP for special education students of the School.
- d. The Sponsor or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the Sponsor shall have the right to require such changes necessary to comply with law and shall have the right to request other changes on behalf of students with disabilities.
- e. The School shall comply with Maintenance of Effort (MOE) requirements pursuant to Individuals with Disabilities Education Improvement Act (IDEA) of 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34 C.F.R. section 300.203.
- f. Special education supports and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

6.10 Assuring Adequate Yearly Progress. The School shall develop a plan of intervention for all students not found proficient or not making adequate yearly progress and submit it to the Sponsor for approval.

Section 7

7.1 Funding. The School must comply with ORC 3314.08 and properly report students into the Department's EMIS system pursuant to ORC 3301.0714 and corresponding regulations and guidance from the Department. The School agrees to update and correct all student participation information in EMIS including, without limitation, the percentage of time factor, the school calendar, the start and end date for student enrollment, and any special education information. Should the School receive a notice of overpayment directly or indirectly from the Department, the School shall notify the

sponsor within 2 business days of such notice with a plan for repayment of any overpayment.

7.2 Financial Reporting. The School shall comply with all standards for financial reporting pursuant to ORC 3301.07(B)(2).

- a. A financial plan detailing an estimated School budget for each fiscal year of this Agreement is attached as **Attachment 8**. Each year of this Agreement, on or before June 30, a revised School financial plan shall be submitted by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for each fiscal year of the contract and must show a positive cash flow in the first 3 years. Revenues shall include the base formula amount that will be used for purposes of funding calculations under ORC 3314.08. The base formula amount for each year shall not exceed the formula amount defined under ORC 3317.02. All projected and actual revenue sources must be included in the plan and projected expense must include the total estimated per-pupil expenditure amount for each year. The plan shall also specify for each year a percentage figure to be used for reducing the per-pupil amount of the subsidy calculated pursuant to ORC 3317.029 that the School is to receive that year under ORC 3314.08. The Financial Plan must describe the School's financial controls.

7.3 Fiscal Officer.

- a. Fiscal Officer. The Governing Authority shall designate a fiscal officer that is responsible for fiscal operations of the School. **All money received by the School shall be placed in the custody of the fiscal officer.** The designated fiscal officer shall be appropriately licensed and required to execute a bond in an amount and with surety as approved by the Governing Authority. The bond shall be payable to the state, conditioned for the faithful performance of all official duties required of the fiscal officer. The bond shall be deposited with the Governing Authority and a copy filed with the county auditor. The designated fiscal officer shall maintain the school's financial records in the same manner and method as is commonly used by traditional school districts, pursuant to rules of the Auditor of the State. The Governing Authority recognizes it is subject to audits pursuant to ORC 117.10. The Governing Authority shall use its best efforts to require the Licensed Fiscal Officer to include GAAP conversion or to contract out for GAAP conversion for the School. The Governing Authority shall ensure that it and its designated fiscal officer are fully compliant with the Auditor's office, including the provision of records and the completion of audit requirements. The Governing Authority shall ensure that the designated fiscal officer provides fiscal information and reports as required by law, this Agreement, and/or as designated from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for the Sponsor to perform its oversight and monitoring responsibilities. The fiscal officer shall be independent from the operator with which the school has contracted. A copy of the bond in the minimum amount of

\$100,000 is attached as **Appendix 5**. If the fiscal officer changes, the Governing Authority must notify the Sponsor in writing within ten (10) business days.

If the School should be declared unauditible under ORC 3314.51, the Governing Authority shall cause its operator to (if applicable) suspend and replace the Fiscal Officer and require his/her dedication to assist any replacement fiscal officer(s). The School agrees that the fiscal services agreement will state that the Fiscal Officer is primarily responsible for all closing procedures if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close and must authorize that the Fiscal Officer and/or Fiscal Officer's agreement remain fully authorized to proceed to close the School. If the School closes or is permanently closed, the Fiscal Officer shall deliver all financial and enrollment records to the Sponsor within thirty days of the School's Closure. If the Fiscal Officer fails to provide the records in a timely manner, or fails to faithfully perform any of the Fiscal Officer's other duties, the Sponsor has the right to take action against the Fiscal Officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of funds owed as a result of any findings of recovery by the Auditor of State against the Fiscal Officer.

- b. Fiscal Services Agreement. The Governing Authority must contract for fiscal services. The fiscal officer under such an agreement shall be employed by or engaged under a contract with the Governing Authority of the School, as required by ORC 3314.011(A). The agreement must require the fiscal officer to assist in all audits and provide closure and final, or special, audit services; and state that the fiscal officer is primarily responsible for all finance related portions of the closing procedures if the School closes. The agreement must authorize that the fiscal officer and/or the fiscal officer agreement remain authorized to proceed to close the School. The fiscal officer's agreement is attached hereto as **Appendix 3**.
- c. ORC 3314.029(C) - Bond. The Sponsor may upon thirty (30) days written notice to the Governing Authority require the School to post and file a bond with the Superintendent of Public Instruction payable to the state which shall be used to pay the state any moneys owed by the School in the event the School closes as set forth in ORC 3314.029(C). The Governing Authority's failure to provide this bond upon receipt of proper notice and within a reasonable time to cure is grounds for immediate termination of the Agreement.

7.4 Budget. On or before **October 1** of each year, the School shall submit to the Sponsor its proposed balanced budget for the following school year for Sponsor review for statutory compliance and compliance with the terms and conditions of this Agreement. The School's budget shall ensure that the School carries at least one-month's cash reserves to continue operation of the School. The budget shall be prepared in accordance with ORC 3314.032 and the Department Guidance. If the School has entered into a contract with an operator, the budget must include a detail of

all expenditures including a detail of payments to the Operator in the same format as required by the Auditor of State. The budget as approved by the Governing Authority and any subsequent approved revisions shall be submitted to the Sponsor along with the Governing Authority resolution approving the budget or budget revision. A material violation of this Section may result in the Sponsor initiating remedies described in Section 2.4.

7.5 Enrollment Projections. The School shall provide the Sponsor with its latest and best estimates of its anticipated enrollment for the next school year by January 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the student enrollment for the current school year. The Parties agree that the purpose of this Section is to provide information to allow the Sponsor to prepare its future budgets, and that any information provided under this Section shall not be used by the Sponsor for the purpose of funding or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.6 Contracting. The School shall not extend the faith and credit of the Sponsor to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the Sponsor. To the extent agreeable by the contracting party, each contract or legal relationship entered into by the School shall include the following provisions:

- a. The contractor acknowledges that the School is not an agent of the Sponsor, and accordingly contractor expressly releases the Sponsor from any and all liability under this agreement.
- b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Governing Authority.

7.7 Annual Audit. The School shall undergo an annual financial audit by the Auditor of State pursuant to ORC 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of State or his designee of an audit, the school shall notify the Sponsor in writing of the time, date, and location of any scheduled meeting with the Auditor. The Sponsor shall maintain a presence at any and all meeting with the Auditor. All financial records must be kept in the same manner as financial records of school districts, pursuant to rules of the Auditor of State. Audits shall be conducted in accordance with ORC 117.10. The School shall notify Sponsor of all meetings with the Auditor of State or their designee. A draft of the results of the audit shall be provided to the Sponsor in written form each year. **The School shall not waive any exit conferences or interviews with the Auditor of State or their designee.** If the school receives comments or findings in its annual audit, the School shall have a post-audit conference and at least the President of the Governing Authority shall attend the post-audit conference in addition to the Sponsor.

7.8 Loans. The School shall not obtain loans or funding that encumbers state foundation payments or federal grants. No loans may be made by the School to

any person or entity other than reasonable employee advances or to other related or controlled entity, without Sponsor approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

Any loans obtained by the School from the School's operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

Section 8

8.1 Employment of Teachers. At least one full-time or two part-time classroom teachers each working more than twelve hours per week must be employed to work in the School. The full-time classroom teachers and part-time classroom teachers working more than twelve hours per week shall be certified in accordance with ORC 3319.22 to 3319.31. Non-certificated persons may teach up to twelve hours per week in the School pursuant to ORC 3319.301. The student to full-time equivalent classroom teacher ratio shall be no more than 30:1. If the School uses federal funds for the purpose of class size reduction by using Title I or Title II-A funds, the School wide students to full-time equivalent classroom teacher ratio shall be no more than 25:1 based upon the State Operating Standard OAC 3301-35-05 (A)(3). The School may employ non-teaching employees. Prior to the opening day of the school each year, the School will provide the Sponsor with proof of Ohio licensure/certification in the grade level and content area for a sufficient number of teachers to support the stated teacher/student ratio and all courses and/or grade levels taught at the School. Although the Governing Authority may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the expiration of this Agreement. All teachers and para-professionals shall meet the "highly qualified" standards as applicable and as set out in the last known law as "No Child Left Behind" or its successor law(s). The School shall provide the Sponsor with the roster and meeting dates for the Local Professional Development Committee (LPDC) and the laws and rules governing LPDC must be implemented by the School.

8.2 Employee Status. All employees hired by the School or the operator shall be employees of the School or operator and not the Sponsor. All employee discipline decisions shall be made by the School. The Sponsor shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's community school application. The Handbook may be amended or revised at the discretion of the School. The School shall develop requirements and procedures for the disposition of employees in the event the School's Agreement is terminated or not renewed pursuant to ORC 3314.07.

8.3 Criminal Records Check/Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to ORCs 3319.39 and 3319.391.

This includes ensuring that all independent contractors and companies that place employees in the school complete the requisite background checks. The School agrees that the Sponsor shall have access to these records upon request.

8.4 Employee Benefits. The School must provide health and other benefits to all full-time employees, as set out in **Attachment 9**. **Attachment 9** may be amended by the School from time to time; however, all such amendments shall be provided to Sponsor in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to ORC Chapter 4117, the collective bargaining agreement supersedes **Attachment 9** to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Contract.

If the school is the recipient of moneys from a grant awarded under the Federal Race to the Top program, Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009", Pub. L. No 111-5, 123 Stat. 115, the school will pay teachers based upon performance in accordance with ORC 3317.141 and will comply with ORC 3319.111 of the Revised Code as if it were a school district.

8.5 Required Training for Teachers. Each person employed by the School as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the School, and every five (5) years thereafter. Prior to opening day, the School will provide the Sponsor with proof of Ohio licensure/certification in each teacher's represented field and credentials and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator. Each classroom teacher initially hired by the School on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education. Beginning with the 2015-2016 school year, if the School is ranked in the lowest ten percent (10%) of all public school buildings according to performance index score, the School Governing Authority shall require each classroom teacher currently teaching in a core subject area in the building to demonstrate expertise by examination.

Section 9

9.1 Sponsor Fee. The Sponsor has considered and evaluated the oversight, technical assistance, and monitoring it will provide to the School, for and in consideration of providing these services to the School, the School shall pay Sponsor a fee of three percent (3%) of the total amount of payments for operating expenses received each year by the School from the State of Ohio. The fees are calculated from the Department's issued community school settlement report identifying the amount of state funds paid to the School for the invoice period, the applicable line being entitled "state payments before retirement funds." of the prior month's settlement report. Payments shall be made by the 30th day of each month, except for February which shall be the

28th day. Failure to make required payments may result in Sponsor placing the school on probation, suspension or termination pursuant to the terms of this Agreement. In the event that the Department subsequently determines that the School received an overpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Sponsor shall promptly refund the School the amount of the sponsorship fee overpayment. Likewise, in the event that the Department subsequently determines that the School received an underpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing Authority shall promptly pay the Sponsor the amount of the sponsorship fee underpayment.

Section 10

10.1 School Facility. The school is authorized to locate and operate at 50 Essex Street, Youngstown, Ohio 44502. If the location is leased, the lease shall not be signed unless it is in accordance with the budget approved by the Governing Authority and on file with the Sponsor. The Sponsor shall have the right to inspect and approve the site before the lease is signed. Approval of the site shall not be unreasonably withheld provided, however, the Governing Authority must timely comply with ORC 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased. The School shall include in the lease a contingency stating that the lease expires at the end or termination of the School's charter contract or some other contractual protection so that the School does not get burdened with the lease if it loses the charter contract or its funding from the State of Ohio. The lease cannot contain any balloon or payout provisions resulting from a breach or missed payment. Any facility used for the School shall meet all health and safety standards established by law for school buildings. Any lease agreement entered into by the Governing Authority to lease a facility for the School must contain a provision that it is an express condition of the lease that the facilities leased meet all health and safety standards established by law for school buildings.

Prior to entering into any lease or purchase agreements, the Governing Authority shall obtain an opinion from an independent licensed professional in the real estate field that verifies the lease or purchase agreement is commercially reasonable at the time and provides the fair market value of the property. This opinion shall be attached as an addendum to the lease or purchase agreement.

A description of the facility; a copy of the lease, deed, or other facility agreement; the annual costs associated with leasing the facility or annual mortgage principal and interest payments are attached as **Attachment 6**. Subsequent amendments, modifications or renewals thereof of the lease and all related documents shall be provided to the Sponsor. **Attachment 6** will include the physical and/or mailing address utilized by the School. The School shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The Sponsor shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1(a) above.

The Governing Authority recognizes the rights of public health and safety officials to inspect the facilities of the School and to order the facilities closed if those facilities are not in compliance with health and safety laws and regulations.

The Department has the authority as the community school oversight body to suspend the operations of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the School that poses an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.

Section 11.

11.1 Renewal Timeline and Process. The School shall submit its renewal application in compliance with the timeline and format published by the Sponsor on its website and such application shall be made available at least sixty (60) prior to the date on which the renewal application is due. The Sponsor shall provide a decision to the School on the renewal application no later than January 15 of the year in which the Agreement expires, or by a mutually agreed upon date following an informal hearing where the School shall have the opportunity to address the Sponsor about its renewal request. If the Sponsor decides to not renew the Agreement, it shall detail the reasons in its resolution.

11.2 Renewal Application Contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the Sponsor's indicators and meet the statutorily required criteria as set forth in ORC 3314.029. The timeline and format of the renewal application shall be provided to the School by the Sponsor and shall be posted on the Sponsor's website.

11.3 Criteria for Renewal or Non-Renewal and Revocation. The Sponsor may terminate, revoke or deny renewal of the Agreement for any of the grounds provided by state law, ORC 3314.07, as they exist now or may be amended; upon the failure of the school to meet renewal criteria; or material breach of this Agreement.

11.4 Non-Renewal Appeal Procedures. The Sponsor shall provide the School written notice of the grounds for termination or non-renewal by January 15 of the year the Sponsor intends to take action pursuant to ORC 3314.07. Any appeal shall be in accordance with the requirements of ORC 3314.07.

If this Agreement is terminated or not renewed by the Sponsor pursuant to R.C. 3314.07(B)(1)(a) or (b), the School shall close permanently at the end of the current school year or on the date specified in the notification of termination or nonrenewal and shall not enter into a contract with any other sponsor, in which case the following procedures, in addition to the Department's closing procedures adopted in compliance with ORC 3314.015(E), shall apply:

- Regarding employees, if there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed. In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.
- Upon termination of this Agreement, or upon dissolution of the Ohio non-profit corporation upon which the School was established, all equipment, supplies, real property, books, furniture or other assets of the School shall be distributed in accordance with ORC 3314.074 and the Governing Authority's Articles of Incorporation and Code of Regulations.
- Upon request of the Sponsor, the Governing Authority, School, and/or their agents will immediately provide the Sponsor any and all documentation and records, including, but not limited to, financial records deemed necessary by the Sponsor to facilitate the School's closure. This transmittal of documentation and records to the Sponsor excludes all students' educational records, which should be forwarded to the individual student's school district of residence.
- In accordance with ORC 3314.44, the School's superintendent, as chief administrative officer of the School, shall take all reasonable steps necessary to collect and assemble the students' educational records in an orderly manner and transmit the records to the student's school district of residence within seven (7) business days of the School's closing.
- The School also hereby agrees that it will cooperate fully with the Sponsor to complete the appropriate procedures and paperwork as outlined by the Sponsor, the Department, or in statute in the event the School is closed. Any refusal by the School to cooperate fully with Sponsor will be considered a material breach of this Agreement and may serve as the basis for any other injunctive relief.

11.5 School-Initiated Closure. Should the School choose to terminate this Agreement, it may do so in consultation with the Sponsor at the close of any school year and upon written notice to the Sponsor. The school must meet all closure requirements of Department as set forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

11.7 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Agreement, the Sponsor shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the Sponsor does not assume any liability incurred by the School beyond the funds allocated to it by the Sponsor under this Agreement. Should the School cease operations for whatever reason, the Sponsor maintains the

right to continue the School's operations as a Sponsor facility until the end of the school year. The Sponsor's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) provide student records to the traditional district where the student resides or transfer of records to the school where the student is now enrolled. School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the Sponsor's request and counseling with students to facilitate appropriate reassignment.

11.8 Distributing Assets of School. The School agrees to comply with ORC 3314.074 in distributing the assets of the permanently closed school.

Section 12

12.1 Order of Precedence. In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Agreement shall take precedence over policies of either party and the Application; applicable policies of the Sponsor that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the community school contract shall take precedence over the Application.

12.2 Amendments. No amendment to this Agreement shall be valid unless ratified in writing by the Sponsor and the school Governing Authority and executed by authorized representatives of the Parties.

12.3 Merger. This Agreement contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Agreement.

12.4 Non-Assignment. Neither Party to this Agreement shall assign or attempt to assign any rights, benefits, or obligations to any such accruing to the Party under this Agreement unless the other Party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

12.5 Governing Law and Enforceability. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Ohio. If any provision of this Agreement or any application of this Agreement to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Agreement if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision. The Parties agree, that upon any material changes in law that may materially impact the relationship of the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in law, amend this Agreement to reflect such change in law.

12.6 No Third-Party Beneficiary. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Sponsor and the School subject to Section 2.3 of the Agreement. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

12.7 No Waiver. The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Agreement shall constitute a waiver of any other breach.

12.8 Notice. Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one day after deposit with a nationally recognized overnight courier, or three days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated Sponsor representative for notice to the Sponsor, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

Sponsor:

Director
Office of School Sponsorship
Ohio Department of Education
25 South Front Street
Columbus, Ohio 43215

School:

Superintendent
Youngstown Community School
50 Essex Street
Youngstown, Ohio 44502

12.9 Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in full force and effect, unless otherwise terminated by one or both Parties in accordance with the terms contained herein.

12.10 Interpretation.

- a. **Standard of Compliance.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Agreement, the Application, and Sponsor policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the Sponsor of otherwise-comparable Sponsor schools.

- b. **Business Days.** As used in this Agreement "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the state of Ohio are closed.
- c. **Counterparts; Signature by Facsimile.** This Agreement may be signed in counterparts, which when taken together, shall constitute one original Agreement. Signatures received by facsimile by either of the Parties shall have the same effect as original signatures.
- d. **Conflict with Exhibits.** In the event of conflicts or inconsistencies between this Agreement, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Agreement, second, the attachments, and last the application.

Executed by the following on the dates provided below.

Ohio Department of Education

Paolo DeMaria JR
 Paolo DeMaria
 Superintendent of Public Instruction

Date: 7-12-19

SCHOOL

Chuck George
 Chuck George
 Board of Education President

Date: 6-24-19

Appendices

Appendix 1:	Articles of Incorporation and Appointment of Statutory Agent
Appendix 2:	Tax Exempt Status
Appendix 3:	Governing Authority Membership and Description of How Governing Authority will be Selected in the Future
Appendix 4:	Code of Regulations (Bylaws)
Appendix 5:	Fiscal Officer Bond and Fiscal Officer Contract
Appendix 6:	Insurance Certificates
Appendix 7:	Operator Contract Guidelines
Appendix 8:	Organizational Chart

Attachments

Attachment 1:	Opening Conditions
Attachment 2:	School Report Card and Improvement Goals
Attachment 3:	Sponsor Performance Framework
Attachment 4:	Enrollment preferences, selection method, timeline, and procedures.
Attachment 5:	School Education Plan
Attachment 6:	School Facility description and/or lease
Attachment 7:	Expulsion and Denial of Admission Policy
Attachment 8:	Financial Plan
Attachment 9:	Employee Benefits

Appendix 1

486462

ARTICLES OF INCORPORATION

APPROVED
By: PL EW
Date: 9-3-76
Amount: 25.00

-OF-

DEVELOPING POTENTIAL, INC.

(Name of Corporation)

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, not for profit, under Sections 1702.01 et seq., Revised Code of Ohio, do hereby certify:

FIRST, The name of said corporation shall be DEVELOPING POTENTIAL, INC.

SECOND. The place in Ohio where the principal office of the corporation is to be located is 4250 Shields Road, Canfield, Ohio 44406, Mahoning County

THIRD. The purpose or purposes for which said corporation is formed are:

- (1) To establish, maintain, operate, promote and conduct educational services and further to assist enrollees to acquire information and skills necessary for full personal and educational development.
- (2) Further to do any and all acts which may be desirable for the welfare, advantage and interest of program enrollees -- such services as curriculum, counselling, health, and all others normally associated with the education process, including but not limited to operation of a Day Care Center.
- (3) To apply for and obtain any or all available federal, state, municipal or charitable grants to carry out its authorized programs.
- (4) To acquire, own, hold, use, lease, mortgage, pledge, sell, convey or otherwise dispose of property, real or personal, tangible or intangible.

(5) To borrow money and to issue, sell or pledge its obligations, and evidences of indebtedness, and to mortgage its property and franchises to secure payment thereof.

FOURTH. The following persons, not less than three, shall serve said corporation as trustees until first annual meeting or other meeting called to elect trustees.

Give Street and Post Office Address

Irene Marie Corcoran	4250 Shields Road, Canfield, Ohio 44406
Helen Elizabeth Engles	4250 Shields Road, Canfield, Ohio 44406
Violet Morano	4250 Shields Road, Canfield, Ohio 44406

IN WITNESS WHEREOF, We have hereunto subscribed our names, this 1st day of September, 19 76.

Irene Marie Corcoran
Helen Elizabeth Engles
Violet Morano

APPOINTMENT OF PROCESS AGENT, ORIGINAL

The undersigned being at least a majority of the incorporators of
DEVELOPING POTENTIAL, INC., hereby appoint IRENE MARIE
CORCORAN, an individual having a business address in the county in which
DEVELOPING POTENTIAL, INC. has its principal office upon which
any process, notice or demand required or permitted by statute to be served upon
the corporation may be served. The complete address 4250 Shields Road,
Canfield, Mahoning County, Ohio 44406

DEVELOPING POTENTIAL, INC.
(Name of Corporation)

Irene Marie Corcoran
Helen Elizabeth Engler
Violet Moran

Canfield, Ohio

September 1, 1976

DEVELOPING POTENTIAL, INC.

To Whom It May Concern: I hereby accept appointment as agent of your corporation
upon whom process, tax notices of demands may be served.

By: Irene Marie Corcoran
Irene Marie Corcoran



DEPARTMENT OF STATE

TED W. BROWN
Secretary of State

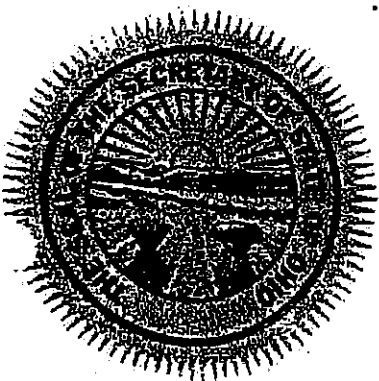
Certificate

486462

It is Hereby Certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARN of DEVELOPING POTENTIAL, INC.

United States of America
STATE OF OHIO
Office of the Secretary of State

Recorded on Roll E191 at Frame 1352 of the Records of Incorporation and Miscellaneous Filings.



Witness my hand and the seal of the Secretary of State, at the City of Columbus, Ohio, this 3RD day of SEPTEMBER, A. D. 1976

TED W. BROWN
Secretary of State

Appendix 2

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 14 2002

YOUNGSTOWN COMMUNITY SCHOOL INC
50 ESSEX ST
YOUNGSTOWN, OH 44502

Employer Identification Number:
34-1962469
DLN:
17053298031041
Contact Person:
DALE T SCHABER ID# 31175
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c) (3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a) (1) and 170 (b) (1) (A) (ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a) (1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

YOUNGSTOWN COMMUNITY SCHOOL INC

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Requests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

YOUNGSTOWN COMMUNITY SCHOOL INC

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

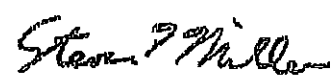
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

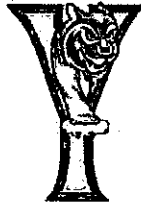
Enclosure(s):
Addendum

Addendum

You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a charter contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled, or not renewed, you should notify us. You will also be required to comply with Rev. Proc. 75-50.

Appendix 3

Board Members	Address	Contact Information	Term Starts
Mr. Philip Carlon Hill Barth & King	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	pcarlon@hbkcpa.com 330-758-8613 (w)	2017
Mrs. Karen Coleman	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	gizmochee@zoominternet.net 330-502-8509(c) 330-533-7135 (h)	2017
Mr. James Cooney	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	jcooney@zoominternet.net 330-758-2762 (h) 330-720-6808 (c)	2017
Mr. Joe Fleming	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	jfleming@aimntls.com 330-757-9029 (h)	2017
Mr. Charles George, President CPA HAPCO Inc.	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	chuck@HAPCOinc.com 330-533-0668 (h) 330-314-4447 (c) 800-345-9353 (w) 330-677-8282 (f)	2017
Mr. Bob Hannon The United Way	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	bhannon@ymvunitedway.org 330-720-4285 (c) 330-746-8494 (w)	2017
Ms. Amy Hendricks Dinesol	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	AFH10S@Dinesol.com	2018
Mr. Timothy J. Jacob, Esq Manchester, Newman & Bennett	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	tjacob@mnblawyers.com 330-743-1171 (w)	2017
Mr. Raymond Jaminet Jr. Olsavsky Jaminet Architects	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	rjaminetjr@olsjam.com 330-744-8981 (w)	2018
Mr. Edward Muransky The Muransky Companies	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	emuransky@muranskyco.com 330-629-8232 (w) 330-758-0797 (w) 330-518-2686 (c)	2017
Sister Patricia McNicholas	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	pmnicholas@gmail.com 330-559-6316	2018
Mrs. Ursula Perdue Community Busing	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	uperdue@com-bus.com 330-783-0242 (h) 330-743-9303 (f) 330-743-7726 x2011 (w)	2017
Mrs. Arisha Perry St. Elizabeth Health Center	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	atperry24@aol.com 330-788-8787 (h) 330-272-5606	2017
Mr. Karl Roach	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	kjones73@aol.com 330-783-2910 (h) 330-719-1622 (c)	2017
Ms. Patricia Scalzo	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	fredsvet@zoominternet.net 330-757-2161 (h)	2017
Sponsors-ODE Myesha Atley Office of School Sponsorship	25 South Front Street Mail Stop 304 Columbus, Ohio 43215	myesha.atley@education.ohio.gov 877-644-6338 (toll free) 614-995-0418 614-506-1392 (c)	
Youngstown Community School Gregory Dobrowolski Principal	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	gdobrowolski@ycs.k12.oh.us 330-746-2240 (w) 330-746-6618 (f) 216-789-1992 (c)	
Michelle Johnson Treasurer	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	mjohnson@ycs.k12.oh.us 330-746-3735 (w) 330-746-6618 (f) 330-565-1010 ©	
Rachael Smith Director	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	rsmith@ycs.k12.oh.us 330-746-2240 (w) 330-746-6618 (f) 330-565-0622 (c)	



Book Policy Manual
Section 0000 Bylaws
Title FILLING A BOARD VACANCY
Code po0145
Status Active
Adopted January 13, 2000
Last Revised March 1, 2006

0145 - FILLING A BOARD VACANCY

A vacancy occurs on the Board when one (1) of the following events occurs:

- A. death
- B. nonresidence
- C. resignation
- D. failure of the person elected or appointed to qualify as an elector residence within the District within ten (10) days after the organization of the Board or of the appointment or election
- E. failure of the person elected or appointed to qualify due to acceptance of duties incompatible with those of a Board member
- F. removal from the District
- G. absence from meetings of the Board for a period of ninety (90) days, if the absence is caused by reasons declared insufficient by a two-thirds (2/3's) vote of the remaining members of the Board and this vote was taken and entered into the record of the Board not less than thirty (30) days after the absence
- H. removal from office

Whenever a vacancy occurs, the Board shall fill the vacancy at its next regular or special meeting but not earlier than ten (10) days after the vacancy occurs.

The Board shall take the following steps to fill the vacancy:

- A. The Board shall seek qualified and interested candidates from the community through word of mouth and contacts with appropriate organizations.
- B. All applicants are to submit a notice of their interest, in writing, to the Board President.

Appointment by the Board to fill a vacancy shall be by majority vote of the remaining members of the Board.

The newly-appointed Board member selected to fill a vacancy shall serve the shorter period until completion of the unexpired term.

Revised 7/13/00

Legal

R.C. 3.07, 3313.11, 3313.85

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YOUNGSTOWN COMMUNITY SCHOOL**

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YOUNGSTOWN COMMUNITY SCHOOL**

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6550	Travel Payment and Reimbursement

6600	Deposit of Public Funds:
	Cash Collection Points
6610	Student Activity Fund
6660	School Service Fund
6661	Textbook and Instructional Materials Account
6662	Capital and Maintenance Account
6680	Recognition
6700	Fair Labor Standards Act (FLSA)
6800	System of Accounting
6830	Audit
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7000 PROPERTY

7217	Weapons
7230	Gifts, Grants, and Bequests
7300	Disposition of Real Property/Personal Property
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7420	Hygienic Management
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7434	Use of Tobacco on School Premises
7440	Facility Security
7440.01	Video Surveillance and Electronic Monitoring
7450	Property Inventory
7510	Use of District Premises
7530	Lending of Board-Owned Equipment
7530.01	Staff Use of Wireless Communication Devices
7540	Computer Technology and Networks
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7540.03	Student Education Technology Acceptable Use and Safety

7540.04	Staff Education Technology
	Acceptable Use and Safety
7540.05	Electronic Mail
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7542	Network Access from Personally-Owned Computers and/or Other Web-Enabled Devices

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OPERATIONS

8100	EMIS (State-Wide Management Information System)
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8400	School Safety
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8440	Whistle-Blowers
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8450	Control of Casual-Contact Communicable Diseases
8451	Pediculosis (Head Lice)
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8453	Direct Contact Communicable Diseases
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8462	Student Abuse and Neglect
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8500	Food Services
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8660	Incidental Transportation of Students by Private Vehicle
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	9700.01	Advertising and Commercial Activities

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**BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL**

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DEFINITIONS

Whenever the following items are used in these bylaws, policies and administrative guidelines, they shall have the meaning set forth below:

Administrative Guideline

A statement, based on policy, usually written, which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

Agreement

A collectively negotiated contract with a recognized bargaining unit.

Apps and Web Services

Apps/web services are software (i.e., computer programs) that support the interaction of personal communication devices (as defined in Bylaw 0100, above) over a network, or client-server applications in which the user interface runs in a web browser. Apps/web services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps/web services also are used to facilitate communication to, from and among and between, staff, students, and parents.

Board

The Board of Education.

Bylaw

Rule of the Board for its own governance.

bylaw

**BOARD OF EDUCATION
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Classified Employee

An employee who provides support to the District's program and whose position does not require a professional license.

District

The School District.

Due Process

The safeguards to which a person is entitled in order to protect his/her rights.

Educational Service Center Superintendent

The Superintendent of Schools for the Mahoning County Educational Service Center Schools.

Full Board

Authorized number of voting members entitled to govern the District.

Information Resources

The Board defines Information Resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, web sites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting or retrieving electronic communications.

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May

This word is used when an action by the Board or its designee is permitted but not required.

Meeting

Any prearranged discussion of the Board's public business by a majority of Board members.

Parent

The natural, adoptive, or surrogate parents or the party designated by the courts as the legal guardian or custodian of a student. Both parents will be considered to have equal rights unless a court of law decrees otherwise. When a student is the subject of a power of attorney or caretaker authorization affidavit executed by the student's grandparent(s), the term parents shall also refer to the grandparent designated as the attorney-in-fact under the power of attorney or the grandparent who executed the affidavit.

Although the grandparent is authorized to provide consent in all school related matters and to obtain from the school district educational and behavioral information about the student, the power of attorney does not preclude the parent, guardian or custodian of the child from having access to all school records pertinent to the child.

R.C. 3313.64, 3109.52, 3109.65

Personal Communication Devices

Personal communication devices ("PCDs") include computers, laptops, tablets, e-readers, cellular/mobile phones, smart phones, and/or other web-enabled devices of any type.

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Policy

A general, written statement by the governing board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

President

The chief executive officer of the Board. (See Bylaw 0170)

Principal

The educational leader and head administrator of one (1) or more District schools. In policy and administrative guidelines, implies delegation of designated responsibilities to appropriate members of his/her staff.

Professional Staff Member

An employee who implements or supervises one (1) or more aspects of the District's program and whose position requires a professional credential from the Division of Teacher Education and Licensing.

Relative

The mother, father, sister, brother, spouse, parent of spouse, child, grandparents, grandchild, or dependent in the immediate household.

Secretary

The chief clerk of the Board of Education. (See Bylaw 0170)

Shall

This word is used when an action by the Board or its designee is required. (The word "will" or "must" signifies a required action.)

bylaw

**BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL**

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Student

A person who is officially enrolled in a school or program of the District

Superintendent

The chief executive officer of the School District. In policy, implies delegation of responsibilities to appropriate staff members.

Technology Resources

The Board defines Technology Resources to include computers, laptops, tablets, e-readers, cellular/mobile telephones, smart phones, web-enabled devices, video and/or audio recording equipment, SLR and DSLR cameras, projectors, software and operating systems that work on any device, copy machines, printers and scanners, information storage devices (including mobile/portable storage devices such as external hard drives, CDs/DVDs, USB thumb drives and memory chips), the computer network, Internet connection, and online educational services and apps.

Treasurer

The chief financial officer of the District. (See Bylaw 0170)

Vice-President

The Vice-President of the Board of Education. (See Bylaw 0170)

Voting

A vote at a meeting of the Board of Education. The law requires that Board members must be physically present in order to have their vote officially recorded in the Board minutes. R.C 3313.18, 3313.20

bylaw

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Citations to Ohio Statute are noted as R.C. (Revised Code). Citations to Rules of the State Board of Education are noted as A.C. (Administrative Code). Citations to the Federal Register are noted as FR, to the Code of Federal Regulations as CFR, and to the United States Code as U.S.C.

Revised 3/06
Revised 11/10/16

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YOUNGSTOWN COMMUNITY SCHOOL**

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IDENTIFICATION

0111

Name

The Board of Education of this District shall be known officially as the Youngstown Community School.

R.C. 3311.01

bylaw

**BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL**

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POWERS AND ETHICS

0121 **Authority**

The supervision of the public schools of this District shall be conducted by the Board of Education, hereinafter sometimes referred to as the "Board", which is constituted and governed by Code Title 33 of the Revised Code of the State of Ohio.

0122 **Board Powers**

The Board of Education shall be a body politic and corporate, and, as such, capable of suing and being sued; contracting and being contracted with; acquiring, holding, possessing, and disposing of real and personal property; taking and holding in trust for the use and benefit of the District, any grant or devise of land and any donation or bequest of money or other personal property. R.C. 3313.17

The power of this Board consists of those matters expressly granted by statute and to those matters which may be necessarily implied from such powers specifically delegated as being necessary to carry them out.

0122.1 **Member Powers**

Board members as individuals do not separately possess the powers that reside in the Board of Education, but no Board member shall be denied facts or materials required for the proper performance of his/her duties to which s/he is legally entitled.

If in the opinion of the Superintendent a Board member's request(s) for facts and information is administratively unreasonable, s/he may withhold said facts or material until a ruling is made by the Board.

Revised 7/13/00

0122.2 **Political Subdivision**

The Youngstown Community School shall comply with the definitions of the Ohio Revised Code 3314.03A/11/d.

0123

Code of Ethics/Code of Conduct

The Board of Education believes quality public education and good Board service should be conducted in an ethical manner with traditional principles such as honesty, trust, fairness, and integrity. Each Board member should conform his/her conduct to Ohio law, the code of ethics recommended by the Ohio School Boards Association and the code of conduct set forth below as adopted from the National School Boards Association publication Becoming a Better Board Member.

While serving as a member of the Board of Education, each member is expected to agree to abide by the following code of ethics promulgated by the Ohio School Boards Association:

- A. remember that my first and greatest concern must be the educational welfare of all students attending Youngstown Community School;
- B. obey the laws of Ohio and the United States;
- C. respect the confidentiality of privileged information;
- D. recognize that as an individual Board member I have no authority to speak or act for the Board;
- E. work with other members to establish effective Board policies;
- F. delegate authority for the administration of the school to its principal;
- G. encourage ongoing communications among Board members, the Board, students, staff, and the community;
- H. render all decisions based on the available facts and my independent judgment rather than succumbing to the influence of individuals or special interest groups;
- I. make every effort to attend all Board meetings;
- J. become informed concerning the issues to be considered at each meeting;

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- K. improve my boardmanship by studying educational issues and by participating in in-service programs;
- L. support the employment of staff members based on qualifications and not as a result of influence;
- M. cooperate with other Board members and administrators to establish a system of regular and impartial evaluations of all staff;
- N. avoid conflicts of interest or the appearance thereof;
- O. refrain from using my Board position for benefit of myself, family members, or business associates;
- P. express my personal opinions but, once the Board has acted, accept the will of the majority.

In addition, the Board of Education believes that each member should agree to work cooperatively and effectively with others and conform his/her behavior to the following code of conduct by collectively and individually agreeing to:

- A. abide by the code of ethics promulgated by the Ohio School Boards Association;
- B. act as an advocate for the Schools and for children;
- C. set high expectations for the work of the Board;
- D. keep the Board's primary focus on the best interests of students;
- E. strive sincerely to build better relationships with one another and the Superintendent;
- F. set clear goals for the Superintendent;
- G. support the Superintendent and help him/her to be as effective as possible;

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**BOARD OF EDUCATION
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- H. prepare carefully before each meeting so that when each Board member has the floor, s/he can make comments that are concise, organized, and clear;
- I. vote his/her individual convictions based on the available facts and his/her independent judgment and refrain from surrendering his/her judgment to particular individuals or groups;
- J. devote sufficient time, thought, and study to proposed actions;
- K. become well versed in parliamentary procedure;
- L. listen carefully and with courtesy when other people have the floor and are speaking during Board meetings;
- M. refuse to become involved with micromanagement;
- N. emphasize planning, policymaking, and public relations rather than becoming involved in management of the schools;
- O. establish clear goals for the District and ensure that the community is aware of these goals;
- P. keep abreast of current educational issues within the District, throughout the State, and across the nation;
- Q. establish fair and equitable terms and conditions of employment and evaluation of all staff; and
- R. select sound instructional strategies and materials and submit them to regular and impartial evaluations.

Revised 7/13/00
Revised 3/06

bylaw

**BOARD OF EDUCATION
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FUNCTIONS

0131 Legislative

The Board of Education shall make such rules and regulations as are necessary for its governance and the governance of its employees and students of its grounds or premises by adopting bylaws and policies for the organization and operation of this Board and this School District. R.C. 3313.20

Bylaws shall be adopted, amended, repealed, or suspended by an affirmative vote of five (5) members. Policies shall be adopted, amended, or repealed by an affirmative vote of five (5) members.

The adoption, modification, repeal, or suspension of a Board bylaw or policy shall be recorded in the minutes of the Board. All bylaws and policies shall be printed in the Board policy manual. Any policy or part of a policy that is superseded by a term in a negotiated agreement shall no longer be in force and effect as a policy.

The Board may adopt, amend, or repeal rules of order for its own operation by simple resolution of the Board passed by a majority of those present and voting.

0131.1 Technical Corrections

Periodically it may be deemed necessary to make technical corrections to policies that have already been adopted through normal procedures. These technical corrections may include consolidation of sections, transfer of sections, combining or dividing sections, renumbering subsections, sections, chapters and titles, corrections or additions for grammatical or typographical errors, and/or alterations and omissions not affecting the constructions or meaning of those sections, subsections, chapters, titles, or policies as a whole.

Should the Board of Education choose to make such technical corrections, it may be accomplished by resolution as part of the consent agenda without going through the normal policy adoption procedure.

Adopted 5/22/14

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**BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL**

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0132

Executive

The Board shall exercise its executive power by the appointment of a Superintendent of Schools, hereinafter referred to as "Superintendent", for a term not longer than five (5) years. R.C. 3319.01

The Superintendent shall enforce the statutes of Ohio, rules of the State Board, and the policies of this Board. R.C. 3319.01

The Superintendent shall prepare guidelines for the administration of the District which are not inconsistent with statutes, regulations of the State Board, or the policies of this Board. (See Policy 1230.01)

Such administrative guidelines shall be binding on the employees and the students of this District when issued.

The Superintendent shall be delegated the authority to take necessary action in circumstances not provided for in Board policy, provided that such action shall be reported to the Board at the next meeting following such action.

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MEMBERSHIP

0141 Number

The Board of Education shall consist of seven (7) members elected at large.

0141.2 Conflict of Interest

A Board member shall not have any direct pecuniary interest in a contract with the District; nor shall s/he furnish directly any labor, equipment, or supplies to the District; nor shall s/he be employed by the Board in any capacity for compensation.

In the event a Board member is employed by a corporation or business which furnishes goods or services to the School District, the Board member shall declare his/her association with the organization and refrain from debating or voting upon the question of the contract. It is not the intent of this policy to prevent the District from contracting with corporations or businesses because a Board member is an employee of the firm. The policy is designed to prevent placing a Board member in a position where his/her interest in the public schools and his/her interest in his/her place of employment might conflict and to avoid appearances of conflict of interest even though such conflict may not exist.

The law specifically forbids:

- A. the prosecuting attorney or city attorney from serving on the Board of Education;
- B. a Board member from serving as the school dentist, physician, or nurse;
- C. a Board member from being employed for compensation by the Board;

Youngstown Community School Bylaws & Policies

5111 - ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS

The Board of Education establishes the following residency policy for determining eligibility to attend the schools of this District.

The Board shall provide tuition-free education for the benefit of children at least five (5) but under twenty-two (22) years of age whose parents reside in the District and such others as may be eligible pursuant to Federal and/or State law and the policies of the Board, including disabled preschool children who are at least three (3) years of age but not of compulsory school age and who are not currently enrolled in kindergarten.

In addition, the Board shall provide tuition-free education for the benefit of a child whose grandparent(s) resides in the District and who is the subject of a:

- A. power of attorney designating the grandparent as the attorney-in-fact; or
- B. caretaker authorization affidavit executed by the grandparent that provides the grandparent with authority over the care, physical custody, and control of the child, including the ability to enroll the child in school, consent in all school related matters, and discuss with the District the child's educational progress.

In accordance with State law, the grandparent shall be considered the "parent" of the child who is the subject of the power of attorney (Form 5111 F7) or caretaker authorization affidavit (Form 5111 F8). The child may attend the schools of this District (Form 5111 F9) unless the power of attorney or caretaker authorization form was created for the sole purpose of enrolling the child in the District so that the child may participate in the academic or interscholastic programs of this District or another reason exists to exclude the child under State law. Additionally, the child may attend the schools of the District until the power of attorney or caretaker authorization affidavit terminates upon the occurrence of one (1) of the following events:

- A. the child ceases to reside with the grandparent(s);
- B. the document is terminated by court order; or
- C. either the child who is the subject of the document or the grandparent dies.

Additionally, the power of attorney terminates if it is revoked in writing by the person who created it and that person gives written notice of the revocation to the grandparent and the juvenile court with which the power of attorney was filed. Further, the caretaker authorization affidavit terminates if the parent, guardian, or custodian of the child acts to negate, reverse, or otherwise disapprove of an action or decision of the grandparent(s) who signed the affidavit with respect to the child, and the grandparent either voluntarily returns the child to the physical custody of the parent, guardian or custodian or fails to file a complaint to seek custody within fourteen (14) days after delivery of the written notice of negation, revocation or other disapproval. It is the responsibility of the grandparent(s) to notify the District within one (1) week of the termination of the power of attorney or caretaker authorization affidavit.

The Board reserves the right to verify each student's residency and other conditions of eligibility for tuition-free education as well as the validity of the claim of any student to an education in the District. In addition, if a student has recently been discharged or released from the custody of the Department of Youth Services (DYS) and is seeking admittance or re-admittance into the District, such students will not be admitted until the records required to be released by DHS to the Superintendent have been received (see AG5111 for listing of required records). Within twenty-four (24) hours of admission into the District, the Superintendent shall request a copy of the student's school records from the school the student most recently attended.

Nonresident Eligibility for Tuition-Free Education

A student shall be entitled to attend school in this District free of any tuition obligation under the following circumstances:

- A. A child whose parent has signed a contract to buy or build a house in this District and provides proper sworn statements shall be enrolled without payment of tuition for a period not to exceed ninety (90) days. The Superintendent is authorized to determine the number of days. The parent shall provide:
1. a sworn statement explaining the situation, the location of the house being purchased or built, and stating the parent's intention to reside there upon its completion; and
 2. a statement from the builder that the house is being built for the parent and its location or a statement from a real estate broker or bank officer confirming that the parent has a contract to purchase, that the parent is waiting upon a closing date, and that the house is at the location identified in the parent's sworn statement.

Such child shall also be eligible to participate in interscholastic athletics, if released by formal action of the district of current residency and the OHSAA.

- B. Children under a shared-parenting plan establishing both parents as "residential parents" when the child is residing with the parent, if one (1) parent resides in the District. If a student resides in another school district but attends school in this District (where one (1) parent resides), it is the obligation of the parents to provide transportation for that student from the home of the nonresident parent. Where a court has vested legal custody with only one (1) parent, the child is entitled to attend school tuition-free only in the district in which the custodial parent resides.
- C. A child under the age of eighteen (18) years of age who is married and resides in the District.
- D. Students between the ages of eighteen (18) and twenty-two (22) who support themselves by their own labor, live apart from their parents, reside in the District, and have not successfully completed the District's high school program or their I.E.P.
- E. Students who are considered by Federal law to be illegal aliens and/or homeless students who are required to be admitted by Federal law and in accordance with State guidelines.
- F. A child with a medical condition that may require emergency medical attention providing a parent is employed in the District and submits the proper certification required by the Board, including a medical statement from the child's physician.
- G. A child, living with a resident other than a parent and whose parent is in the armed services outside the State of Ohio, providing the child's parent submits the appropriate affidavit stating that the parent is in the armed forces outside the State of Ohio, intends to reside in the District upon return to the State, and provides the name and address of the person with whom the child will reside. The child may attend school in the District tuition-free for a period not to exceed twelve (12) months. If the parent does not intend to reside in the District, the child may attend school as a

tuition student only.

- H. A student who is living with a parent under the care of a shelter program for victims of domestic violence located in the District.
- I. A nonresident child who has been or is currently being placed for adoption with a resident of this District, unless the adoption has been terminated or another district is required to educate the child.
- J. Any student who enrolls in the District under the District's open enrollment policy.

Optional Tuition-Free Education

The Board may admit students tuition-free under the following circumstances:

- A. Children under the age of twenty-two (22), who are:
 - 1. In the legal custody of their parent;
 - 2. residing with a resident grandparent; and
 - 3. not in need of special education, provided the Board and the board of education of the child's district of residence enter into a written agreement specifying there is good cause for the transfer, describing the nature of the good cause, and consenting to the attendance.

The grandparent, and, if possible, the custodial parent shall sign the consent form providing the necessary authorizations. This option does not apply to children who are residing with a resident grandparent and are the subject of either a power of attorney or caretaker authorization affidavit that provides the grandparent with authority over the care, physical custody, and control of the child, as set forth in an earlier section of this policy. The Board shall admit children who are the subject of either a power of attorney or caretaker authorization affidavit tuition-free.

- B. Foreign-exchange students participating in a bona fide foreign-exchange program or residents of foreign nations who request admission as foreign-exchange students or the student is a non-Ohio, U.S. resident admitted under an exchange program operated by a student exchange organization.
- C. A child who becomes a nonresident at the time of a parent's death may continue to attend school in the District on a nontuition basis for the remainder of the school year.

Students Suspended or Expelled from Other District

After offering an opportunity for a hearing, the Superintendent, at his/her discretion, may deny admission to a student who has been suspended or expelled from another public school within or outside the State, for the period of unexpired time of the suspension or expulsion. If the expulsion is from an out-of-state public school, the lesser of the period of such expulsion or the period of expulsion which would have been applied had the student committed the offense in this District will be imposed. When the suspension or expulsion from the other district has expired, the student is to be admitted providing all other eligibility requirements have been met. This provision also applies to a student who is the subject of power of attorney designating the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's

grandparent.

Mandatory Admission/Payment of Tuition

The Board shall admit students who reside in the District but his/her parents do not reside in the District and tuition payments shall be assessed pursuant to State law if:

- A. the student is in the legal or permanent custody of a governmental agency or a person other than his/her natural or adoptive parents;
- B. the student resides in a home as defined by State law;
- C. the student requires special education;
- D. the child resides in the District and the child's parent is in a residential facility, correctional facility, or juvenile placement and the other parent, if living and not in such a facility or placement, is not known to reside in this State.

If the District admits a student to the District who is not otherwise entitled to attend or whose attendance tuition is not an obligation of another district, the Board shall collect tuition from the student's parents.

The Superintendent shall develop administrative guidelines for the enrollment of nonresident children which:

- A. admit such children only on the proper application of the parent or guardian; release by the board of education of residency, if required; and the approval of the Board;
- B. do not exclude any child, otherwise eligible, on the basis of such child's race, color, national origin, sex (including sexual orientation and transgender identity), disability, religion, or ancestry;
- C. verify claims of residency;
- D. deny admission where the educational program maintained for the children of this District is inadequate to meet the needs of the applicant;
- E. make continued enrollment of any nonmandatory nonresident, regular-education student contingent upon maintaining good standards of citizenship and discipline.

The Superintendent shall recommend to the Board for their approval the admission of qualified applicants.

Tuition rates shall be determined as required by Ohio Statutes.

Tuition shall be charged monthly, in advance of attendance.

R.C. 3313.48, 3313.64, 3313.645, 3313.649, 3313.65, 3313.66, 3313.90, 3313.97
 R.C. 3313.98, 3317.08, 3317.081, 3321.01(B), 3321.03, 3323.141
 R.C. 3327.04, 3327.05, 3327.06, 2152.18, 5139.05, 3313.672, 3313.533
 A.C. 3301-42-01
 42 U.S.C. 11431 et seq.

Revised 3/03
 Revised 3/8/08
 Revised 1/9/14

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Youngstown Community School Bylaws & Policies

5113 - INTER-DISTRICT OPEN ENROLLMENT

The Board of Education shall not allow students from other school districts to enroll in programs of this District on a non-tuition basis or under an open-enrollment plan.

The following definitions shall apply:

The Superintendent shall prepare guidelines for the implementation of this policy in ways that comply with relevant State laws and guidelines and establish procedures that provide for the following:

- A. Nondiscrimination on the basis of grade level, including preschool disabled; academic ability; English language proficiency; or any level of artistic, athletic, or extra-curricular skills. A student's application cannot be denied because of disciplinary action in his/her home school, except for a suspension or expulsion for ten (10) days or more that occurs in the current semester or the semester immediately preceding the application. If the District does not currently provide services required for a disabled, adjacent-district student, his/her application may be denied.
- B. Application procedures including the criteria by which applications from adjacent-district and other-district students shall be reviewed and prioritized. District students and any adjacent-district or other-school district students previously enrolled under the provisions of this policy shall be given priority.
- C. Maintenance of appropriate racial balance in District schools, classrooms, and programs.
- D. Communications with applicants and their parents concerning this policy and the District's guidelines, including the timelines for application and notification of acceptance or rejection.
- E. Any transportation provided by the District for an adjacent-district student takes place within established bus routes and bus stops within the District.
- F. Set District capacity limits by classroom, grade level, school building, and educational program.

The Board reserves the right to object to the Open Enrollment of a District student to another district in order to maintain an appropriate racial balance. If the Board of Education of a student's home school district objects to a transfer of one of its students to this District for the same reason, this Board will deny the transfer unless the tuition fee is paid for the student.

This policy shall be reviewed annually by the Board to determine whether to adopt a resolution to continue the policy or to rescind Inter-District Open Enrollment. Additionally, the Superintendent shall annually review the level of diversity existing within the District's programs, grades and/or schools to assess whether the application of this policy has resulted in an adverse effect on racial balance. As a part of his/her review, the Superintendent will be responsible for determining whether there is a legal basis for the Board to use the "maintenance of appropriate racial balance" language of R.C. 3313.98. Should this review indicate that the racial balance in one or more of the District's programs, grades and/or schools has been adversely affected, the Superintendent shall consult with legal counsel to determine what, if any, appropriate steps should be taken, including, but not limited to, policy revisions or other actions necessary to comply with State and Federal law. The Board reserves the right to modify the conditions under which Inter-District Open Enrollment would continue for any particular program, classroom, or school.

R.C. 3313.98

Adopted 7/8/04

Youngstown Community School Bylaws & Policies

5200 - ATTENDANCE

The educational program offered by this District is predicated upon the presence of the student and requires continuity of instruction and classroom participation. Attendance shall be required of all students enrolled in the schools during the days and hours that the school is in session or during the attendance sessions to which s/he has been assigned.

In accordance with statute, the Superintendent may require, from the parent of each student of compulsory school age or from an adult student who has been absent from school or from class for any reason, a written statement of the cause for such absence. The Board of Education reserves the right to verify such statements and to investigate the cause of each single absence or prolonged absence.

Repeated infractions of Board policy on attendance may result in suspension or expulsion.

The Board considers the following factors to be reasonable excuses for time missed at school:

- A. personal illness (a written physician's statement verifying the illness may be required)
- B. illness in the family necessitating the presence of the child
- C. quarantine of the home
- D. death in the family
- E. necessary work at home due to absence or incapacity of parent(s)/guardian(s)
- F. observation or celebration of a bona fide religious holiday
- G. out-of-state travel (up to a maximum of four (4) days per school year) to participate in a District-approved enrichment or extracurricular activity
Any classroom assignment missed due to the absence shall be completed by the student.
- H. such good cause as may be acceptable to the Superintendent
- I. medically necessary leave for a pregnant student in accordance with Policy 5751

Attendance need not always be within the school facilities, but a student will be considered to be in attendance if present at any place where school is in session by authority of the Board.

The Board shall consider each student assigned to a program of other guided learning experiences to be in regular attendance for the program provided that s/he reports to such staff member s/he is assigned for guidance at the place in which s/he is conducting study, and regularly demonstrates progress toward the objectives of the course of study.

The Superintendent may excuse a student over fourteen (14) years of age from attendance at school for a future limited period for the purpose of performing essential work directly or exclusively for his/her parents or guardians. Such excuse should not exceed five (5) days and may at the discretion of the Superintendent be renewed for five (5) additional days. At no time, however, shall such excuse cause a student to be absent from school for a period of more than ten (10) consecutive days.

At the discretion of the Superintendent or his/her designee, a student may be excused for a longer period of time than ten (10) days if a child's parent or guardian has recently died or become totally or partially incapacitated and there is no older brother or sister living in the home who is out of school. (The Superintendent may request a certificate of a physician attesting to the physical condition of the parent or guardian.)

A student will be considered habitually truant if the student is absent without a legitimate excuse for five (5) or more consecutive school days, for seven (7) or more school days in one (1) month, or twelve (12) or more school days in one (1) school year.

A student will be considered chronically truant if the student is absent without a legitimate excuse for seven (7) or more consecutive school days, for ten (10) or more school days in one (1) month, or for fifteen (15) or more school days in one (1) year.

Legitimate excuses for the absence of a student who is otherwise habitually or chronically truant include but are not limited to:

- A. the student was enrolled in another school district;
- B. the student was excused from attendance in accordance with R.C 3321.04; or
- C. the student has received an age and schooling certificate.

If a student is habitually truant and the student's parent has failed to cause the student's attendance, the Board authorizes the Superintendent to file a complaint with the Judge of the Juvenile Court and/or to take any other appropriate intervention actions as set forth in this Board's policy.

If a student is chronically truant and the student's parent has failed to cause the student's attendance, the Board authorizes the Superintendent to file a complaint with the Judge of the Juvenile Court.

In order to address the attendance practices of a student who is habitually truant, the Board authorizes the Superintendent to take any of the following intervention actions:

- A. assign the student to a truancy intervention program
- B. provide counseling to the student
- C. request or require the student's parent to attend a parental conference
- D. request or require a parent to attend a truancy prevention mediation program
- E. take appropriate legal action
- F. assignment to an alternative school (Note: If the District has established an alternative school, it must appear as an alternative intervention strategy.)

The Superintendent is authorized to establish an educational program for parents of truant students which is designed to encourage parents to ensure that their children attend school regularly. Any parent who does not complete the program is to be reported to law enforcement authorities for parental education neglect, a fourth class misdemeanor if found guilty.

Whenever any student of compulsory school age has ten (10) consecutive days or a total of fifteen (15) days of unexcused absence from school during any semester, s/he will be considered habitually absent. The Board authorizes the Superintendent to inform the student and his/her parents, guardian, or custodian of the record of excessive absence as well as the District's intent to notify the Registrar of Motor Vehicles, if appropriate, and the Judge of the Juvenile Court of the student's excessive absence.

R.C. 3313.664, 3321.01 et seq., 3321.13(B)(2), 3321.19, 3321.191, 3321.22
R.C. 3321.38, 3323.041, 3331.05
A.C. 3301-35-03(G), 3301-47-01, 3301-69-02

Revised 3/8/08
Revised 5/08
Revised 1/14/10
Revised 7/28/11

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Absence

According to Ohio State Law, a child may be absent from school with the permission of a parent/guardian for the following reasons: personal illness, illness in the family (when a child's help is urgently needed), death of a relative, quarantine, observance of religious holiday, and family emergency or set of circumstances which constitute good and just cause. Students are expected to maintain a 96% attendance record for the year. This means coming to school 175 days out of 183.

When a student is absent, parents **must call** the office **before 9:30** to give the reason for and approximate length of the absence. If a call is not received by 9:30, the school will attempt to contact the parent and keep a written record of the telephone calls. The parents **must also send a note** to the teacher giving the dates and reason for absence when the student returns to school.

Homework requests for an absent child must be made **by 9:30**. Work may be sent home with a relative, friend, or picked up at the school office but **not before 3:00**. If homework is not requested by 9:30 on the day a child is absent it will not be available until the following day. Absences are either excused or unexcused. On the 11th unexcused absence a student, parent/s and/or guardians will be referred to the Mahoning County Juvenile Justice Center (see form on page 20a).

Excessive Absence

The school calendar provides for 183 days of instruction. Students are expected to attend except in circumstances where absence is permitted as enumerated above. Unnecessary absence should be avoided. Therefore, doctor or dentist appointments and vacations should be planned for after school hours or on days when school is not in session. Parents are advised to consult the school calendar, which indicates vacation periods and free days.

Regular attendance is a serious parental obligation. Irregular attendance may cause the student to miss important lessons and may result in poor grades and lack of enthusiasm for school. Should repeated absence occur (even for one of the reasons above) written notification will be sent to the parent. Should attendance continue to be inconsistent, notification will be sent to JJC for a hearing.

Tardiness

Parents are expected to cultivate the habit of punctuality and responsibility in their children since tardiness interferes with the child's progress in school and disrupts the classroom teaching. Students who arrive in the building after **8:30 a.m.** are tardy and **must report** directly to the office with a parent or guardian to be given a tardy slip. Our security person directs all students directly to the office once the 8:30 bell has rung.

Early Excusals

Medical and dental appointments should be arranged for after school hours or during vacation periods. If a child must leave school during the school day, a note must be sent to the school office. The note must be **signed, dated** and include all the necessary information. Students will come to and remain in the office until his/her parent comes in to sign him/her out. Upon the student's return a note from the doctor or dentist must be presented to the office. **An absence of**

Appendix 5

Appendix 6

Appendix 7

Operator/Management Company Agreement Guidelines

1. The maximum term of an Operator/Management Company agreement must not exceed the term of the community school contract. After the second year that the Operator/Management Company agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. Operator/Management Company agreements must be negotiated at 'arms-length.' The community school's board and Operator/Management Company must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the Operator/Management Company agreement shall interfere with the community school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the school. No provision of the Operator/Management Company agreement shall prohibit the community school board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Ohio Sunshine Law.
4. An Operator/Management Company agreement shall not restrict the community school board from waiving its governmental immunity or require a board to assert, waive or not waive its governmental immunity.
5. No provision of an Operator/Management Company agreement shall alter the community school board's treasurer's legal obligation to direct that the deposit of all funds received by the community school be placed in the community school's account.
6. Operator/Management Company agreements must contain at least one of the following methods for paying fees or expenses: 1) the community school board may pay or reimburse the Operator/Management Company for approved fees or expenses upon properly presented documentation and approval by the board; or 2) the community school board may advance funds to the Operator/Management Company for the fees or expenses associated with the community school's operation provided that documentation for the fees and expenses are provided for community school board ratification.
7. Operator/Management Company agreements shall provide that the financial, educational and student records pertaining to the community school are community school property and that such records are subject to the provisions of the Ohio Open Records Act. All community school records shall be physically or electronically

available, upon request, at the community school's physical facilities. Except as permitted under the community contract and applicable law, no Operator/Management Company agreement shall restrict the Sponsor's access to the community school's records.

8. Operator/Management Company agreements must contain a provision that all finance and other records of the Operator/Management Company related to the community school will be made available to the community school's independent auditor.
9. The Operator/Management Company agreement must not permit the Operator/Management Company to select and retain the independent auditor for the community school.
10. If an Operator/Management Company purchases equipment, materials and supplies on behalf of or as the agent of the community school, the Operator/Management Company agreement shall provide that such equipment, materials and supplies shall be and remain the property of the community school.
11. Operator/Management Company agreements shall contain a provision that if the Operator/Management Company procures equipment, materials and supplies at the request of or on behalf of the community school, the Operator/Management Company shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
12. Operator/Management Company agreements must contain a provision that clearly allocates the respective proprietary rights of the community school board and the Operator/Management Company to curriculum or educational materials. At a minimum, Operator/Management Company agreements shall provide that the community school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the community school; or (ii) were developed by the Operator/Management Company at the direction of the community school governing board with community school funds dedicated for the specific purpose of developing such curriculum or materials. Operator/Management Company agreements may also include a provision that restricts the community school's proprietary rights over curriculum or educational materials that are developed by the Operator/Management Company from funds from the community school or that are not otherwise dedicated for the specific purpose of developing community school curriculum or educational materials. All Operator/Management Company agreements shall recognize that the Operator/Management Company's educational materials and teaching techniques used by the community school are subject to state disclosure laws and the Open Records Act.

13. Operator/Management Company agreements involving employees must be clear about which persons or positions are employees of the Operator/Management Company, and which persons or positions are employees of the community school. If the Operator/Management Company leases employees to the community school, the Operator/Management Company agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the community school or working on community school operations. If the community school is staffed through an employee leasing agreement, legal confirmation must be provided to the community school board that the employment structure qualifies as employee leasing.
14. If the Operator/Management Company hires the community school superintendent and/or school educational leaders the agreement must include a provision that permits the Community School board to approve the hiring decisions, permit the Community School board to evaluate the superintendent and/or educational leaders, and make recommendations as to the continuation and/or termination of the superintendent and/or school leaders.
15. Operator/Management Company agreements must contain insurance and indemnification provisions outlining the coverage the Operator/Management Company will obtain. The Operator/Management Company's insurance is separate from and in addition to the insurance for the community school board that is required according to the community school contract. Insurance coverage must take into account whether or not staff at the school are employees of the Operator/Management Company or the school.
16. Marketing and development costs paid by or charged to the community school shall be limited to those costs specific to the community school program, and shall not include any costs for the marketing and development of the Operator/Management Company.
17. If the community school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the Operator/Management Company, then such agreements must be separately documented and not be a part of or incorporated into the Operator/Management Company agreement. Such agreements must be consistent with the school's authority to terminate the Operator/Management Company agreement and continue operation of the school.
18. If requested, the Operator/Management Company must provide detailed financial information to the Sponsor as required by the community school contract between the sponsor and the community school.

Appendix 8

Attachment 1

Attachment 1

Opening Conditions

The Office of School Sponsorship follows the Ohio Department of Education Sponsor Opening Assurances as modified from time to time. A current copy of the Opening Assurance is attached for the School.

The Sponsor will check all applicable items in the current Sponsor Opening Assurances as posted on the Department's website at least fifteen business days prior to the opening of the school. Generally, the Sponsor requires following items to be provided to the Sponsor either in an Epicenter submission or e-mail prior to the opening site visit:

- A copy of the current operator contract between the School and its operator.
- The School's plan for providing special education and related services to students with disabilities. This plan must include evidence that the school has the capacity to provide the special education services in compliance with Ohio law, Federal law and HQT requirements.
- A copy of the School's plan for administering a; state achievement and diagnostic assessments.
- Total enrollment for the school year.
- Copy of the contract with the treasurer.
- Current certificate of occupancy for the school building
- A copy of proof of liability insurance if not already provided.
- Copy of health safety inspection.
- Copy of the fire inspection.
- Copy of the food permit (if applicable).

Office of Community Schools

2018-2019

Sponsor Opening Assurances

**Ohio Revised Code 3314.19 and
Ohio Administrative Code 3301-102-05**

Please complete a separate form for each facility associated with this school's IRN.

Date of visit to school facility:

School Name and Facility Address:

Instructions

State law requires the sponsor of each community school to annually provide opening assurances to the Ohio Department of Education no later than **10 business days** prior to the opening of the school. The opening of the school includes the first day of instruction for the current academic year, a change of school location, or the opening of a new or additional facility for the school.

Please complete all applicable sections.

- a. Complete Section I for all schools.
- b. Complete Section II if your school operates using a blended learning model as defined by Ohio Revised Code (ORC) 3301.079.
- c. Complete Section III if the school operates a dropout prevention and recovery model.

All sponsors must sign the attestation on the last page of the opening assurances. Instructions for filing are included at the end of the document.

Sponsor Information

Please check all that apply:

- First day of instruction in the current academic year
- Change of location
- Addition of a new facility

First day of instruction for 2018-2019 school year

Sponsor Name

Sponsor IRN

School Name

School IRN

School Superintendent

Superintendent's Telephone Number

Superintendent's Email Address

School Information

School's Website

School's Physical Street Address

City, State	Zip Code	County
<input type="text"/>	<input type="text"/>	<input type="text"/>

School Building Main Telephone Number

School Email (if applicable)

School Fax Number

Mailing Address (if different from facility address)

City, State	Zip Code	County
<input type="text"/>	<input type="text"/>	<input type="text"/>

Are there multiple facilities/locations associated with this school IRN?

Yes

No

If yes, please list all facilities/locations associated with this school's IRN and grade levels served at each location.

Grade levels authorized per contract:

Grade levels currently served:

OEDS Administrator's Name:

OEDS Administrator's Email Address:

School Operator/Management Company Services

Does the school contract with an operator or management company? (See [ORC 3314.02 \(A\)\(8\)](#) for definition of operator.)

Yes

No

If the school contracts with an operator or management company, please complete all questions in the School Operator/Management Company section. Districts and educational service centers that sell services to community schools may qualify as operators under state law.

Operator or Management Company Name:

Operator or Management Company IRN:

Operator or Management Company EIN:

Please indicate whether the school's operator is a charter management organization (CMO), an education management organization (EMO) or another type of organization.

- **Charter Management Organization (CMO)** – A nonprofit organization that operates or manages two or more charter schools (i.e., either through a contract with the charter schools or as the charter holder) *linked by centralized support, operations and oversight.*
- **Education Management Organization (EMO)** – A for-profit entity that contracts with new or existing public school districts, charter school districts and charter schools to manage charter schools by centralizing support, operations and oversight.
- **Other** – An organization such as a school district or educational service center that is not a CMO or EMO and that provides management, instructional or support services to one or more charter schools.

The operator is a **charter management organization (CMO)**.

The operator is an **education management organization (EMO)**.

The operator is **another type of organization**.

All contracts between the operator and the community school for management, fiscal, instructional, or support services have been submitted to the Department.

Yes No

Comments/Explanation

SECTION I

ASSURANCES

In accordance with ORC 3314.19, please provide assurances by answering yes or no to the following. If the answer to a question is no, please provide an explanation.

The pre-opening site visit occurred prior to the school opening for the 2018-2019 school year.

Yes No

Comments/Explanation

A current copy of the contract (including all amendments or addendums) between the sponsor and the governing authority of the school entered into under ORC 3314.03 has been submitted to the Office of Community Schools.

Yes No

Comments/Explanation

The sponsor has received and reviewed a copy of the school's plan for providing special education and related services to students with disabilities and the school has demonstrated the capacity to provide those services in accordance with ORC 3323 and federal law including HQT requirements.

Yes No

Comments/Explanation

The school has a plan and procedures in place that meets all state requirements for administering the achievement and diagnostic assessments prescribed by ORC 3301.0710, 3301.0712 and 3301.0715.

Yes No

Comments/Explanation

The school personnel have the necessary training, knowledge and resources to properly use and submit accurate information to all databases maintained by the Department for the collection of education data, including the Education Management Information System (EMIS) and its subsystem, ODDEX, established under ORC 3301.0714 in accordance with methods and timelines established under ORC 3314.17.

Yes No

Comments/Explanation

The sponsor has reviewed all required information about the school in the Ohio Educational Directory System (OEDS) or any successor system and verified that all information is current and correct.

Yes No

Comments/Explanation

The sponsor has verified the school currently has at least 25 students enrolled for the 2018-2019 school year, the minimum number of students required by division (A)(11)(a) of ORC 3314.03.

Yes No

Comments/Explanation

All classroom teachers are licensed in accordance with ORC 3319.22 to 3319.31, except for non-certificated persons engaged to teach up to 12 hours per week pursuant to ORC 3319.301.

Yes No

Comments/Explanation

The school's fiscal officer is in compliance with ORC 3314.011. (Please review ORC 3314.011 carefully and ensure the school has a designated fiscal officer that is either: a) employed under a contract with the governing authority of the school; or b) the governing authority adopted a resolution waiving the requirement and the sponsor approved the resolution.)

Yes

No

Please explain which option applies to this school.

Fiscal Officer's (Treasurer's) Name

Treasurer's License Number and Expiration Date of License

Fiscal Officer's Telephone Number

Fiscal Officer's Email Address

The school has complied with ORC 3319.39 and 3319.391. The school has on file both BCI and FBI criminal records checks for all licensed and unlicensed employees, including private contractors providing on- and off-site student services and that the school has conducted criminal records checks of each of its governing authority members.

Yes

No

Comments/Explanation

The school provided evidence of all the following to the sponsor.

Evidence of property ownership or a lease for the facilities used by the school.

Yes

No

Please explain which circumstance applies to this school, including the lender's or lessor's name and the term of the mortgage or lease.

A current certificate of occupancy.

Yes No

Please indicate the date the certificate of occupancy was issued.

Proof of liability insurance for the school, as required by division (A)(11)(b) of ORC 3314.03; and the sponsor agrees that the liability insurance is sufficient to provide for the potential liability of the school.

Yes No

Please include carrier name, term of policy and expiration date.

A satisfactory health safety inspection (or school environmental health and safety inspection form).

Yes No

Please indicate date of inspection, and the organization that conducted the inspection.

A satisfactory fire inspection. If the fire inspection resulted in any findings or required corrective actions, please describe those findings or corrective actions and provide dates and information that each identified item was corrected. (Fire inspection must be conducted annually in coordination with local jurisdictions. A satisfactory fire inspection must be completed within the current school year.)

Yes No

Please include date of inspection or additional comments/explanation.

If offering food services, a valid food permit.

(Schools and sponsors must adhere to all applicable state and federal requirements.)

Yes Not Applicable

Comments/Explanation

In addition to the assurances required by ORC 3314.19, please attest to the following:

The sponsor has conducted a pre-opening site visit prior to any time a school opens a new facility or changes locations.

Yes No

If no, please explain.

The school is in full compliance with ORC 3313.536 regarding School Emergency Plans.

Yes No

If no, please explain.

The school submitted a five-year forecast of operational revenues and expenditures in accordance with OAC 3301-92-04 and pursuant to rules adopted by the Department and the Auditor of State.

Yes No

If no, please explain.

The sponsor has monitored and evaluated the school's short- and long-term financial stability and viability.

Yes No

If no, please explain.

The sponsor has a plan to assume operation of its sponsored schools to complete the 2018-2019 school year if necessary.

Yes No

If no, please explain.

The school has met all the sponsor's requirements for opening and any other requirements of the sponsor.

Yes No

If no, please explain and list additional requirements and status of compliance.

SECTION II

BLENDED LEARNING

Does the school plan to utilize a blended learning model, as defined in ORC 3301.079, during the 2018-2019 school year?

Yes No

Did the school submit a blended learning declaration on or before July 1 of the school year in which the school plans to utilize a blended learning model?

Yes No

*If yes, please complete all questions in the blended learning section if this school operates using one or more **blended learning models**. If your answer is no, you may skip this section. Please see the Department's guidance regarding blended learning [here](#).*

Has the sponsor approved all blended learning model or models that will be used by the school during 2018-2019?

Yes No

Comments/Explanation

Please indicate the specific blended learning model or models that will be used by the school.

Please list specific page numbers within the community school contract, education plan and or addendums to the contract where the description of blended learning model or models used by the school may be found. (See Ohio Department of Education guidance regarding House Bill 2 and blended learning models [here](#).)

Does the sponsor-school contract executed under ORC 3314.03 include a description of how student instructional needs will be determined and documented?

Yes No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe how the school will assess, document and address students' instructional needs.

Is a board approved policy or procedure included in the sponsor-school contract, education plan, or addendums?

Yes No

Please list specific page numbers of relevant policies and procedures within the community school contract, education plan or addendums.

Has the sponsor reviewed and approved the method to be used for determining competency, granting credit and promoting students to higher grade levels?

Yes No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the method to be used by the school for determining competency, granting credit and promoting students to higher grade levels.

Has the sponsor reviewed and approved the school's attendance policy, including how the school will document participation in learning opportunities?

Yes No

Does the attendance policy meet all requirements in state law?

Yes No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the school's attendance requirements, including how the school will document participation in learning opportunities.

Has the sponsor reviewed statements describing and evidence (policies/procedures) detailing how student progress will be monitored?

Yes No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe how student progress will be monitored by the school. If the community school contract does not specify how student progress will be monitored, please submit a copy of the policy/procedure.

Has the sponsor reviewed policies and procedures that describe how private student data will be protected?

Yes No

Do the policies/procedures meet all legal requirements under state and federal law?

Yes No

Please list specific page numbers within the community school contract, education plan contract addendums or policies that describe how private student data will be protected by the school.

Has the sponsor reviewed a description of the professional development activities (specific to blended learning instruction) that will be offered to teachers?

Yes No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the professional development activities (specific to blending learning instruction) that will be offered to teachers by the school during the 2018-2019 school year.

I, sponsor of the above community school, affirm that the school meets all requirements to operate using a blended learning model.

Yes No

I, sponsor of the above community school, affirm that the current community school contract submitted to the Department includes all requirements listed above for the school to operate using a blended learning model.

Yes No

I, sponsor of the above community school, affirm that the community school has submitted a blended learning declaration to operate using a blended learning model.

Yes No

If you answered no to any of the above affirmations regarding requirements related to this school utilizing blended learning, please provide an explanation here.

SECTION III

DROPOUT PREVENTION AND RECOVERY REPORT CARD DESIGNATION

Did the sponsor and school apply for designation as a dropout prevention and recovery community school for the 2018-2019 school year?

Yes No

If yes, please complete all items in the dropout recovery section. If your answer is no, you may skip this section. Please see Department guidance regarding dropout recovery community school requirements here.

The school meets all requirements outlined in Ohio Administrative Code (OAC) 3301-102-10 to be eligible for the dropout prevention and recovery report card designation.

Yes No

Please list specific page numbers within the community school contract that detail how this community school meets the criteria outlined in OAC 3301-102-10 to be eligible for the dropout prevention and recovery report card designation.

The sponsor reviewed evidence that the school meets all requirements and the school will comply with all requirements (including required state-mandated assessments) that apply to dropout prevention and recovery schools.

Yes No

The sponsor has reviewed the school's education plan, and the plan meets the requirements outlined in statute to be eligible for the dropout prevention and recovery report card designation.

Yes No

I, sponsor of the above community school, affirm that the school meets all requirements to be eligible for the dropout prevention and recovery report card designation.

Yes No

I, sponsor of the above community school, affirm that the current community school contract submitted to the Department includes all requirements listed above for the school to be eligible for the dropout prevention and recovery report card designation.

Yes No

Addendum to Sponsor Opening Assurances (New Schools Only)

Ohio Revised Code 3314.191

Ohio Revised Code 3314.50

Instructions

In accordance with Ohio Revised Code 3314.191, the Ohio Department of Education shall make no payment under section 3314.08 of the Revised Code to a community school opening for its first year of operation until the sponsor of that school confirms all of the following in ORC 3314.191.

Sponsors of community schools opening for the first year of operation in 2018-2019 must complete this addendum and sign the attestation on the last page of the addendum. Instructions for filing are included at the end of the document.

Ohio Revised Code 3314.191

Prerequisites for Payments from Department

Notwithstanding any provision to the contrary in the Revised Code, the department of education shall make no payment under section 3314.08 of the Revised Code to a community school opening for its first year of operation until the sponsor of that school confirms all of the following:

- (A) The school is in compliance with the provisions described in divisions (A), (H), (I), and (J)(3) of section 3314.19 of the Revised Code.
- (B) The sponsor has approved the financial controls required by the comprehensive plan for the school under division (B)(5) of section 3314.03 of the Revised Code.
- (C) The school facilities will be ready and open for use by the date prescribed in the contract entered into under section 3314.03 of the Revised Code, and the sponsor has reviewed any lease, purchase agreement, permits required by statute or contract, and construction plans.
- (D) The chief administrator of the community school actively is managing daily operations at the school.
- (E) The projected enrollment reported to the department is accurate.

Sponsor Information

Did your organization receive a rating of effective or higher on the most recent sponsor evaluation?

Yes

No

Please indicate the first year of operation of the community school.

Prerequisites for Payments from Department

In accordance with ORC 3314.191, please provide assurances by answering yes or no to the following. If the answer to a question is a no, please provide an explanation.

The school is in compliance with the provisions described in divisions (A), (H), (I), and (J)(3) of section 3314.19 of the Revised Code.

Yes

No

Comments/Explanation

The sponsor has approved the financial controls required by the comprehensive plan for the school under division (B)(5) of section 3314.03 of the Revised Code.

Yes

No

Comments/Explanation

The school facilities will be ready and open for use by the date prescribed in the contract entered into under section 3314.03 of the Revised Code, and the sponsor has reviewed any lease, purchase agreement, permits required by statute or contract, and construction plans.

Yes

No

Comments/Explanation

The chief administrator of the community school is actively managing daily operations at the school.

Yes No

Comments/Explanation

Name of chief administrator

The projected enrollment reported to the Department is accurate.

Yes No

Comments/Explanation

Bond Requirement

In accordance with ORC 3314.50, please provide assurances by answering yes or no to the following. If the answer to a question is a no, please provide an explanation.

Has the community school fulfilled the bond requirement in ORC 3314.50?

Yes No

Comments/Explanation

Please review ORC 3314.50 and indicate which of the following requirements the school has fulfilled.

- The governing authority of the school has posted a bond in the amount of \$50,000 with the auditor of state.

- In lieu of the bond, the governing authority of the school, the school's sponsor or an operator that has a contract with the school has deposited with the auditor of state cash in the amount of \$50,000 as guarantee of payment.

Indicate which entity deposited cash with the auditor of state as guarantee of payment.

- In lieu of a bond or cash deposit, the school's sponsor or an operator that has a contract with the school provided a written guarantee of payment, which shall obligate the school's sponsor or the operator that provides the written guarantee to pay the cost of audits of the school under ORC 3314.50 up to the amount of \$50,000.

Indicate which entity provided written guarantee of payment.

Comments/Explanation

Sponsor Attestation of Assurances

By signing, I attest that I have reviewed the above information and it is true and accurate to the best of my knowledge.

Sponsor Representative Signature

Print Name

Date

This form can be signed by hand or electronically by clicking "Fill & Sign" in the toolbar. Once clicked, options will appear. Click "Place Signature" and a new box will appear. You can create a new electronic signature or add an existing password protected signature.

SUBMISSION INSTRUCTIONS:

Sponsors are required to electronically submit a completed 2018-2019 Sponsor Opening Assurances form to Epicenter following the process below.

1. Log in to Epicenter at <http://epicenternow.org/>.
2. Click the **Sign In** link at the top of the screen.
3. Enter your username and password.
4. Click **Document Center**.
5. On the Document Center page, click the **Submission Upload** button.
6. For Entity Type, select school.
7. For Submission Type, select **Sponsor Assurance Form**.
8. For Entities, select the appropriate school by checking the box next to the school name.
9. Enter required information.
10. Click **Upload New File** button to upload your document.
11. (Optional) Type a brief message to the reviewer.
12. Click Submit.

The Office of Community Schools and your consultant will use this site to access your submissions. If you have additional questions or if you are unable to view any of the information described above, please contact your lead consultant.

Ohio Department of Education
Office of Community Schools
25 South Front Street, Mail Stop 307
Columbus, OH 43215-4183
Telephone: (614) 466-7058
Fax: (614) 466-8506
www.education.ohio.gov

Attachment 2

Ohio School Report Cards

Youngstown Community School



School Grade

Districts and schools report information for the Ohio School Report Cards on specific marks of performance, called measures, within broad categories called components. They receive grades for up to ten measures and six components.

Achievement

The Achievement Component represents whether student performance on state tests met established thresholds and how well students performed on tests overall. A new indicator measures chronic absenteeism.

Performance Index
62.1%

Indicators Met
0.0%



Component Grade

Progress

The Progress component looks closely at the growth that all students are making based on their past performances.

Value-Added
Overall
Gifted
Lowest 20% in Achievement
Students with Disabilities



Component Grade

F
NR
F
NR

Gap Closing

The Gap Closing component shows how well schools are meeting the performance expectations for our most vulnerable students in English language arts, math, graduation and English language proficiency.

Annual Measurable Objectives
66.7%



Component Grade

D

Graduation Rate

The Graduation Rate component looks at the percent of students who are successfully finishing high school with a diploma in four or five years.



Component Grade

Graduation Rates

0.0% of students graduated in 4 years
0.0% of students graduated in 5 years

NR
NR



Component Grade

Improving At-Risk K-3 Readers

This component looks at how successful the school is at improving at-risk K-3 readers.

Improving At-Risk K-3 Readers
25.0%

D



Component Grade

Prepared for Success

Whether training in a technical field or preparing for work or college, the Prepared for Success component looks at how well prepared Ohio's students are for all future opportunities.



YOUNGSTOWN COMMUNITY SCHOOL FOCUS PLAN

2016 - 2019

<p style="text-align: center;">SMART GOALS</p>
<p style="text-align: center;">GOAL TARGET AREA: ACADEMICS</p>
<p>By June 2019, the Youngstown Community School will increase student performance by the following:</p> <ul style="list-style-type: none"> • increase in performance index by decreasing the number of students that are Limited and basic by at least 5% annually over the next three years • receive a 'C' or better in two of the next three years in annual measurable objectives (AMO) • Increase overall progress of SWD to a 'c' or better annually over the next three years (D)
<p style="text-align: center;">STRATEGIES</p>
<p>STRATEGY 1: IMPROVE CORE INSTRUCTION THROUGH IMPLEMENTATION OF RESEARCH BASED PRACTICES AND A RIGOROUS CURRICULUM MEASURED BY A DISTRICT WIDE ASSESSMENT STRUCTURE, REFLECTIVE OF THE OHIO LEARNING STANDARDS.</p>
<p>STRATEGY 2: IMPLEMENT A MULTI-TIERED SYSTEM OF SUPPORT TO MEET THE BEHAVIORAL AND SOCIAL EMOTIONAL NEEDS OF ALL STUDENTS</p>
<p>STRATEGY 3: INCREASE FAMILY AND COMMUNITY ENGAGEMENT</p>

STRATEGIES, INDICATORS AND PROGRESS MEASURES

STRATEGY 1: IMPROVE CORE INSTRUCTION THROUGH IMPLEMENTATION OF RESEARCH BASED PRACTICES AND A RIGOROUS CURRICULUM MEASURED BY A DISTRICT WIDE ASSESSMENT STRUCTURE, REFLECTIVE OF THE OHIO LEARNING STANDARDS.

BASELINE MEASURE		PROGRESS MEASURE		PROGRESS MEASURE		PROGRESS MEASURE	
Measure	Description	(DATE) PROJECTED	ACTUAL RESULTS	(DATE) PROJECTED	ACTUAL RESULTS	(DATE) PROJECTED	ACTUAL RESULTS
ADULT IMPLEMENTATION INDICATOR							
100% OF TEACHERS WILL UTILIZE RIGOROUS ASSESSMENTS TO DETERMINE STUDENTS' PROGRESS AS EVIDENCED	TBT minutes Walkthroughs						
100% OF TEACHERS WILL FULLY IMPLEMENT THE SELECTED FRAMEWORK/CURRICULUM IN THEIR DESIGNATED TEACHING AREA	TBT minutes, Vertical Alignment meeting minutes, Walkthroughs						
100% OF YCS TEACHERS WILL FULLY IMPLEMENT INTERVENTIONS THROUGH THE RTI PROCESS BOTH IN CLASS AND DURING EXTENDED DAY OPPORTUNITIES	TBT minutes, Vertical Alignment meeting minutes, walkthroughs						
STUDENT PERFORMANCE INDICATOR							
100% OF STUDENTS WILL SHOW GROWTH FROM PRE- TO POST-	Progress monitoring data						

STRATEGIES, INDICATORS AND PROGRESS MEASURES

STRATEGY 2: IMPLEMENT A MULTI-TIERED SYSTEM OF SUPPORT TO MEET THE BEHAVIORAL AND SOCIAL EMOTIONAL NEEDS OF ALL STUDENTS

	BASELINE MEASURE		PROGRESS MEASURE		PROGRESS MEASURE		PROGRESS MEASURE	
	Measure	Description	(DATE) PROJECTED	ACTUAL RESULTS	(DATE) PROJECTED	ACTUAL RESULTS	(DATE) PROJECTED	ACTUAL RESULTS
ADULT IMPLEMENTATION INDICATOR								
100% of YCS staff will implement a behavioral model conducive for learning for ALL students, resulting in increased student engagement and a positive school environment	Walkthroughs, student referrals (positive and negative)							
STUDENT PERFORMANCE INDICATOR								
DECREASE IN ABSENCES BY AT LEAST 5% ANNUALLY	Attendance data							
DECREASE IN DISCIPLINARY REFERRALS BY AT LEAST 5% ANNUALLY	Disciplinary referral data							

STRATEGIES, INDICATORS AND PROGRESS MEASURES

Strategy 3: Increase community and family engagement

BASELINE MEASURE		PROGRESS MEASURE		PROGRESS MEASURE		PROGRESS MEASURE	
Measure	Description	(DATE) PROJECTED	ACTUAL RESULTS	(DATE) PROJECTED	ACTUAL RESULTS	(DATE) PROJECTED	ACTUAL RESULTS
ADULT IMPLEMENTATION INDICATOR BY JUNE 2019, THE YCS WILL INCREASE THE NUMBER OF OPPORTUNITIES ANNUALLY FOR COMMUNITY MEMBERS AND PARTNERS TO PARTICIPATE IN YCS ACTIVITIES	Attendance and sign-in sheets						
STUDENT PERFORMANCE INDICATOR INCREASED ATTENDANCE IN ACTIVITIES OUTSIDE OF THE SCHOOL DAY	Attendance, sign-in sheets, program rosters						

Attachment 3

Office of Ohio School Sponsorship Performance Framework

SCHOOL IIRN & NAME:		#N/A				
MOST RECENT COMPLETED SCHOOL YEAR		ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS				
ACADEMIC INDICATORS		RATING SCALE				
RUBRIC RATING RECEIVED		EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1.	Performance Index Grade	A, B or exceeds the overall statewide average	C or meets the overall statewide average	D and is below statewide average; or has shown a 10 point improvement over prior year	F and below the statewide average	
2.	Progress Grade	A or B	C	D	F	
3.	Mission Specific Sponsorship Contract S.M.A.R.T Goals	School shows evidence of exceeding mission specific contract SMART goals	School shows evidence of meeting mission specific contract SMART goals	School shows evidence of meeting some, but not all of its mission specific contract SMART goals	Evidence of meeting mission specific SMART goals is not provided or school is not meeting the goals	
4.	Performance Index vs. District of Residence	Exceeds performance index of district of residence of student's attending school	Meets performance index of district of residence of student's attending school	Falls below performance index of district of residence by 1-20 points	Falls below performance index of district of residence by more than 20 points	
5.	Performance Index vs. Statewide Similarly Situated Community Schools (Similar schools are based on the community school's characteristics: 1) Brick and mortar; 2) E-school; 3) Special Education; and 4) Dropout Prevention and Recovery	Exceeds performance index average	Meets performance index average gathered	Falls below performance index average gathered	Falls far below performance index average gathered	
6.	Achievement - Indicators met	Average passing rate for all grades in reading and math exceeds 50% on school administered norm referenced tests	Average passing rate for all grades in reading and math is 41-50% on school administered norm referenced test	Average passing rate for all grades in reading and math is below 31-40% on school administered norm referenced test	Average passing rate for all grades in reading and math on school administered norm referenced test is 30% or below	
7.	Progress - Multi-Year Index Overall	Multi-year index is above +1	Multi-year index is in the range of ±1	Multi-year index is below -1	Multi-year index is below -2	
TOTAL PAGE 1 OF ACADEMIC INDICATORS		0				

SCHOOL IREN & NAME:

#N/A

ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS				NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	RATING SCALE		
8. Achievement Grade	0	A or B	C	D	F		
9. Graduation Rate -- 4 Year	0	89-100%	84-88.9%	79-83.9%	Below 79%		
10. Graduation Rate -- 5 Year	0	90-100%	85-89%	80-84%	Below 80%		
11. Graduation Rate -- 6 Year	0	90-100%	85-89%	80-84%	Below 80%		
12. Graduation Rate -- 7 Year	0	90-100%	85-89%	80-84%	Below 80%		
13. Graduation Rate -- 8 Year	0	90-100%	85-89%	80-84%	Below 80%		
14. K-3 Literacy Improvement	0	A or B	C	D	F		
15. Value Added: Students w/ Disabilities	0	A or B	C	D	F		
16. Value Added: Lowest 20%	0	A or B	C	D	F		
17. AMOs (Achievement Gap Closing)	0	A or B or Exceeds Standards	C or Meets Standards	D or Does Not Meet Standards	F		
18. High School Test Passage Rate	0	36.0-100%	1.0-35.9%	0-0.9%	F		
19. Prepared for Success Component Grade	0	A or B	C	D	F		
20. Student Subgroups: Attendance Rates	0	Significant disaggregated group(s) exceed attendance rate of all students	Significant disaggregated group(s) meet attendance rate of all students	Significant disaggregated group(s) fall below attendance rate of all students	Significant disaggregated group(s) fall 10% or more below attendance rate of all students		
21. Student Subgroups: OLEPA Scores for English Learners	0	OLEPA scores from prior to current year show significant evidence of closing achievement gaps for LEP students	OLEPA scores from prior to current year trend toward closing achievement gaps for LEP students	OLEPA scores from prior to current year show no evidence of closing achievement gaps for LEP students	OLEPA scores from prior to current year show evidence of negative growth for LEP students		
22. Number of 12th Grade Students Earning Points for Graduation	0	More than 75% of Students Earned 18 Points	75% of Students Earned 18 Points	Less than 75% of Students Earned 18 Points	Less than 50%		
23. Local Assessments	0	Students show more than 1 year of growth between fall and spring assessments	Students show growth of at least 1 year between fall and spring local assessments	Students show growth between fall and spring local assessments	No growth shown		
24. Overall Value Added vs. District of Residence or Most Frequent Attendance Area	0	School VA grade exceeds VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is the same as VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is 1 designation below VA grade of District of Residence or Most Frequent Attendance Area	School VA grade 0 is more than 1 designation below VA grade of District of Residence or Most Frequent Attendance Area		
TOTAL PAGE 2 OF ACADEMIC INDICATORS		0					

Office of Ohio School Sponsorship Performance Framework

SCHOOL IIRN & NAME:		#/VA			
ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS					
ACADEMIC INDICATORS RECEIVED	RUBRIC RATING RECEIVED	RATING SCALE			
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points
25. Value Added vs. Statewide	0	Exceeds overall VA statewide average	Meets overall VA statewide average	Falls below overall VA statewide average	Falls far below overall VA statewide average
26. Overall Report Card Grade Compared to 5 Similar Community Schools in Ohio (grade band and demographic as selected by the school and approved by Sponsor)	0	Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio	
TOTAL PAGE 3 OF ACADEMIC INDICATORS		0			
TOTAL PAGE 2 OF ACADEMIC INDICATORS		0			
TOTAL PAGE 1 OF ACADEMIC INDICATORS		0			
TOTAL OF ACADEMIC INDICATORS		0			

OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY	RUBRIC RATING RECEIVED	ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
27. Performance Index	0	(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F	
28. K-3 Literacy	0	(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F	
29. Progress Grade (Value Added Overall)	0	(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F	
TOTAL OF (3) YEARS OF DATA		0				
TOTAL OF ACADEMIC INDICATORS		0				
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS		0				

Office of Ohio School Sponsorship Performance Framework

SCHOOL IRLN & NAME: #N/A		RATING SCALE				NOT CALCULATED FOR THIS SCHOOL
MOST RECENT COMPLETED SCHOOL YEAR ORGANIZATION & OPERATIONS INDICATORS	RUBRIC RATING RECEIVED	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	
1. On-time Records Submission	0	School is compliant for 90-100% of ORC/OAC required items	School is compliant for 80-89% of ORC/OAC required items	School is compliant for 70-79% of ORC/OAC required items	School is compliant for less than 70% of ORC/OAC required items	
2. Five-Year Forecast Submission	0	N/A	May and October forecasts approved and submitted on time	May and October forecasts approved and submitted 1-15 days after deadline	May and October forecasts approved and submitted 16 or more days after deadline	
3. Governance-Required Number of Board Members	0	N/A	5 sponsor approved members	4 sponsor approved members for (2) or more consecutive meetings	3 or fewer sponsor approved members for (2) or more consecutive meetings	
4. Governance-Proper Meeting Notices	0	N/A	Timely public notice provided for all meetings, reschedules, and cancellations	Timely public notice not provided for (2) meetings, reschedules, or cancellations	Timely public notice not provided for (3) or more meetings, reschedules, or cancellations	
5. Governance-Required Board Member Training	0	N/A	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 100% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 99% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for less than 80% of board members	
6. Governance-Board Member Qualifications	0	N/A	Resume, BC/IFBI, and COI on file within 30 days of appointment or expiration for 100% of board members	Resume, BC/IFBI, & COI on file within 30 days of appointment or expiration for 80-99% of board members	Resume, BC/IFBI, & COI on file within 30 days of appointment or expiration for less than 80% of board members	
7. Governance-Board Member Attendance	0	Overall member attendance is greater than 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-80% OR any (1) member misses (3) or more meetings	Overall member attendance is less than 70% OR more than (1) member misses (3) or more meetings	
TOTAL ORGANIZATION & OPERATIONS INDICATORS		0				

Office of Ohio School Sponsorship Performance Framework

SCHOOL IIRN & NAME: #/N/A		RATING SCALE				
MOST RECENT COMPLETED SCHOOL YEAR	RUBRIC RATING RECEIVED	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
LEGAL INDICATORS	RECEIVED					
8. Records Compliance	0	School is compliant for 90-100% of contract required items	School is compliant for 80-89% of contract required items	School is compliant for 70-79% of contract required items	School is compliant for less than 70% of contract required items	
9. LEA Special Education Performance Determination	0	N/A	School does not have an ODE special education corrective action plan (CAP) at the end of the current school year	School has an ODE special education corrective action plan (CAP) at the end of the current school year and it is progressing towards compliance	School has an ODE special education corrective action plan (CAP) at the end of the current school year but is NOT progressing towards compliance	
10. Pre-Opening Assurances	0	N/A	School met all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	N/A	School did NOT meet all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	
11. Annual Report	0	N/A	School Annual Report submitted AND made available to parents by the due date	N/A	School Annual Report NOT submitted or NOT made available to parents by the due date	
12. Emergency Management Plan	0	N/A	Emergency Management Plan approved and current	N/A	Emergency Management Plan NOT submitted on time, approved or expired	
TOTAL LEGAL INDICATORS		0				

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS

OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA		RUBRIC RATING RECEIVED	
2018-2019SY, 2019-2020SY, 2020-2021SY		RECEIVED	
13. Combined Overall Compliance Indicator Rating	0	(3) Year Average Indicator Rating is Exceeds.	(3) Year Average Indicator Rating is Meets.
TOTAL OF (3) YEARS OF DATA		0	
TOTAL OF LEGAL INDICATORS		0	
TOTAL OF ORGANIZATION AND OPERATIONS INDICATOR		0	
TOTAL OF 3 YEARS OF DATA, LEGAL INDICATORS AND ORGANIZATION AND OPERATIONS INDICATORS		0	

RATING SCALE

EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
(3) Year Average Indicator Rating is Exceeds.	(3) Year Average Indicator Rating is Meets.	(3) Year Average Indicator Rating is Does Not Meet.	(3) Year Average Indicator Rating is Falls Far Below.	

Office of Ohio School Sponsorship Performance Framework

SCHOOL IIRN & NAME:		#/A		FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS				
MOST RECENT COMPLETED SCHOOL YEAR		RUBRIC RATING RECEIVED		RATING SCALE				
FINANCIAL INDICATORS		RECEIVED		EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1.	Current Ratio	0		Current ratio is 1.1 or better	Current ratio is between 1.0 and 1.1 and current year trend is positive	Current ratio is between .9 and 1.0 or between 1.0 and 1.1 and current trend is negative	Current ratio is below .9	
2.	Unrestricted Days of Cash	0		School has 60 days cash available	School has between 30 and 60 days cash available	School has between 15 and 30 days cash available	School has less than 15 days cash available	
3.	Debt Management	0		School carries no debt	School meets all debt requirements and is not delinquent on payments	School has missed payments	School is in default on any debt service	
4.	Debt Coverage Ratio	0		School's debt ratio is above 1.2	School's debt ratio is between 1.1 and 1.2	School's debt ratio is between 1.0 and 1.1	School's debt ratio is below 1.0	
5.	Total Expense Variance	0		School's expenses are less than 95% of projected	School's expenses are between 95-100% of projected	School's expenses are between 100-110% of projected	School's expenses are more than 110% of projected	
6.	Total Revenue Variance	0		School's revenues are more than 100% of projected	School's revenues are between 95-100% of projected	School's revenues are between 90-95% of projected	School's revenues are below 90% of projected	
7.	Sponsor Reporting	0		All reports and response submitted by deadline	No more than (2) reports or responses submitted no more than (5) days late	Between (3-4) reports or responses submitted no more than (5) days late	More than (4) reports submitted late or any responses more than (5) days late	
TOTAL FINANCIAL INDICATORS PAGE 1		0						

MOST RECENT COMPLETED SCHOOL YEAR		RUBRIC RATING RECEIVED		FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS				
FINANCIAL INDICATORS		RECEIVED		RATING SCALE				
FINANCIAL INDICATORS		RECEIVED		EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
8.	Audit Findings	0		School's most recent audit contains (0) findings and (0) management letter comments	School's most recent audit contains (0) findings and no more than (2) management letter comments	School's most recent audit contains (0) findings and between (2-5) management letter comments	School's most recent audit contains any findings and/or more management letter comments	
9.	Enrollment Sustainment	0		Final FTE is >90% of beginning FTE	Final FTE is between 85-89% of beginning FTE	Final FTE is between 75-84% of beginning FTE	Final FTE is <75% of beginning FTE	
10.	Enrollment Variance	0		Enrollment is above 95% of projection	Enrollment is 90-95% of projection	Enrollment is between 85-89% of projection	Enrollment is below 85% of projection	
TOTAL FINANCIAL INDICATORS PAGE 2		0						
TOTAL FINANCIAL INDICATORS PAGE 1		0						
TOTAL FINANCIAL INDICATORS PAGES 1 AND 2		0						

Office of Ohio School Sponsorship Performance Framework

SCHOOL IRN & NAME:		#N/A	OVERALL FINANCIAL SCHOOL PERFORMANCE TARGETS AND METRICS				
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA		RUBRIC RATING RECEIVED	RATING SCALE				NOT CALCULATED FOR THIS SCHOOL
2018-2019SY, 2019-2020SY, 2020-2021SY			EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	
11	Combined Overall Fiscal Indicator Rating		(3) Year Average Indicator Rating is Exceeds	(3) Year Average Indicator Rating is Meets	(3) Year Average Indicator Rating is Does Not Meet	(3) Year Average Indicator Rating is Falls Far Below	
TOTAL OF (3) YEARS OF DATA		0					
TOTAL FINANCIAL INDICATORS PAGES 1 AND 2		0					
TOTAL (3) YEARS OF DATA AND TOTAL FINANCIAL INDICATORS		0					

OVERALL SCHOOL PERFORMANCE TARGETS AND METRICS SUMMARY		RUBRIC RATING
ACADEMIC SCHOOL PERFORMANCE		0
COMPLIANCE SCHOOL PERFORMANCE		0
FISCAL SCHOOL PERFORMANCE		0
TOTAL SCHOOL PERFORMANCE		0

Attachment 4



Youngstown Community School Academic Plan

Educational Programming

Vision/Mission

Youngstown Community School provides an excellent educational choice to meet and exceed the unique potential of all students. Through academics, character development, and technology we prepare students to meet the challenges of the 21st century.

Educational Philosophy

Youngstown Community School believes that each student is good, that each student can and will learn the academics necessary to become a good citizen, that each student will incorporate Values into every day living. Youngstown Community School also believes in its parents who trust the administration and staff and have seen for themselves that their child is in a safe, loving and happy environment with lots of learning. Youngstown Community School believes its teachers are here to teach, to instill good attitudes and most of all to really care about each child. Its ratio of teacher to students is 1:12 in each kindergarten and 1:16 in grades 1 thru 6 and 2:24 in grade 7.

Youngstown Community School is committed to provide an educational environment where the atmosphere created is one of care, concern and acceptance of all. It seeks to develop the full potential of each child: physically, intellectually, socially, culturally, emotionally and attitudinally.

In keeping with our philosophy, Youngstown Community School directs its activities and teaching toward high but attainable goals. Each teacher is expected to be involved in teaching the instructional program throughout the entire day.

Ohio Community School

Youngstown Community School is a community school established under Chapter 3314 of the Revised Code. The school is a public school and students enrolled in and attending the school are required to take the State AIR tests and other examinations/tests prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law.

Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter, contact the school administration or the Ohio Department of Education.

Courses of Study

Courses of Study for all subjects taught at Youngstown Community School are in accordance with the directives of the Department of Education, State of Ohio, with emphasis on the Common Core Standards. These are on file in the school office.

Curriculum & Learning Opportunities

The students in Kindergarten through Grade 7 receive instruction in Integrated Language Arts, Math, Science, Social Studies, Computer, Art, Music, Physical Education, and Social Skills. All content is taught through mental modeling and a discovery learning approach with teachers as facilitators for students learning. Content teachers model thinking that the students can understand and they provide immediate opportunities to apply what they have learned in the classroom. Students often explain their own models aloud to clarify the process for them and allow for the teachers to assess their understanding. Additionally, the discovery learning approach is one that focuses on students' personal experiences as the foundation for conceptual development. Our teachers often first provide their students with the opportunities for experiences they need in the context of discovery. Our students are encouraged to find the information for themselves through the shared experiences. Discovery learning channels the natural inquisitiveness of children, which is an important concept for staff at YCS.

The Literacy Collaborative Framework in our adopted framework for teaching reading and writing, with integration of Ohio Learning Standards in Science and Social Studies in the daily literacy block. Youngstown Community School has partnered with Ohio State University and Mahoning County Educational Service Center to bring the program to our students in grades K-7. We are part of the 21st Century Grant with 9 Mahoning County School Districts to implement Literacy Collaborative in our school. Literacy Collaborative is a comprehensive school reform project that invests in teachers through long-term professional development (2 coaches hired to provide on-going PD to teachers). The framework provides students with direct instruction based upon their needs and their individual reading/writing levels. There is a gradual release of instruction to students (demonstration and explicit teaching to guided practice to independent problem solving) as they increase their knowledge and skills in the areas of reading and writing.

Primary (K-2) Components Reading Workshop <ul style="list-style-type: none">• Guided Reading	Intermediate (3-7) Components Reading Workshop <ul style="list-style-type: none">• Independent Reading
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<ul style="list-style-type: none"> • Managed Independent Learning <p>Writing Workshop</p> <ul style="list-style-type: none"> • Writing Conferences • Independent Writing • Guided Writing • Small Group Interactive Writing <p>Language & Word Study</p> <ul style="list-style-type: none"> • Interactive Read Aloud • Shared Reading • Community Writing (Shared Writing & Interactive Writing) • Phonics/Word Study/Spelling • Storytelling <p>Handwriting</p>	<ul style="list-style-type: none"> • Guided Reading • Literature Study <p>Writing Workshop</p> <ul style="list-style-type: none"> • Independent Writing • Guided Writing • Investigations <p>Language & Word Study</p> <ul style="list-style-type: none"> • Interactive read Aloud • Word Study • Modeled or Shared Reading / Writing • Readers' Theater / Process Drama • Choral Reading • Poetry Sharing / Response • Interactive Edit / Vocabulary • Test Reading and Writing
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Everyday Mathematics is our selected curriculum for grades K-5. Each grade of the *Everyday Mathematics* curriculum is carefully designed to build and expand a student's mathematical proficiency and understanding. Our goal, through the implementation of the program, is to build powerful mathematical thinkers. Our teachers utilize concrete, real-life examples in everyday learning opportunities. Additionally, repeated exposures to mathematical concepts and skills to develop children's ability to recall knowledge from long-term memory are delivered in a spiraling curriculum through the year. Frequent practice of basic computation skills to build mastery of procedure and quick recall of facts, often through games and verbal exercises, are part of the *Everyday Mathematics* lessons, and students are encouraged to use of multiple methods and problem-solving strategies to foster true proficiency and accommodate different learning styles.

digits is our selected curriculum for grades 6 and 7. Powered by technology, *digits* delivers an effective, multi-layered approach to our students in grades 6 and 7. Personalized student-centered learning is foundation of the math curriculum, with teachers providing tailored response necessary for students of varying abilities. Our teachers are able to provide point-of-need intervention to get students back on track and prevent on-level students from falling behind. Scaffolded homework with immediate feedback and grading is provided to all of our middle grade learners as well. The implementation requires Readiness Assessments that generate individual study plans for all students, then targeted intervention is then offered to learners who are below grade level, which includes review content before moving to on-level instruction. This

proactive approach ensures that learners are able to make the right mathematical connections and better comprehend new, on-level content.

Evaluating Student Achievement

Student achievement is monitored based on objectives stated in the YCS Course of Study and the Common Core Standards. They are incorporated into the teacher's plan for daily instruction. Procedures for evaluating student achievement include the following: teacher's observation of student responses, directed activities, quizzes, tests, participation in discussions, experiments, projects, oral and written reports, assignments and written classwork as well as other appropriate means to measure achievement in the particular subject on a given grade level. Scores from the STAR Tests and other State tests also indicate students' performance levels.

Standardized Testing

Students participate in the following standardized testing program at YCS:

1. Kindergarten - 7th grade STAR Testing (at least 3 times a year)
2. Grades K - 7 will take Ohio State mandated tests according to the time given by the Ohio Department of Education. These tests may be diagnostic (K-3), Kindergarten Readiness Assessment (KRA), and AIR (3-7).

Report Cards & Progress Reports

Students in all grade levels receive a report card at the end of each quarter. Report cards will be given at the fall & winter parent conferences. Students will take them home after the 3rd & 4th quarters. Report cards provide parents with tangible evidence of their child's growth and development and promote mutual understanding and helpfulness between home and school. The grading scale for YCS includes but is not limited to the following areas: daily work, class participation, test scores, and homework

Progress Reports are mailed mid-quarter for students in grades K- 7. These reports are issued to alert parents to the child's progress as well as suggest ways that parents may assist the student at home. Areas of difficulty, as well as satisfactory progress, are noted. Teachers in all grades communicate regularly with parents through packets of papers sent home weekly and Class DOJO. Attendance and tardiness are also included on the Progress Report.

Grading Scale

A = 93-100%
B = 85-92%
C = 75-84%
D = 67-74%
F = 0-66

Student Intervention Team (SIT)

The Student Intervention Team (SIT) is a building team designed to support students, parents, and teachers. The team consists of school personnel including administrators, teachers, and counselors who will work together to identify possible interventions to help your child experience greater success in school.

The team will determine what information is needed for the assessment process based upon student needs and state and federal guidelines. At this point parents are provided with information regarding their procedural safeguards related to special education. No testing will occur without parental consent. Not all special education assessments result in special education identification. A child may be found to not have a disability after the assessment process. The information obtained during the assessment process may allow for the team to develop additional interventions to support your child's needs.

Section 504

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act provide that no individual will be discriminated against on the basis of a disability. This protection applies not just to the student, but all individuals who have access to the district's programs and facilities.

Special Education Services

The Youngstown Community School District provides special education services to students identified with disabilities through the multi-factored evaluation process. If a disability is identified, the child can begin receiving the appropriate special education and related services through an Individual Education Plan (IEP). The IEP is developed with classroom teachers, intervention specialist and parent input. Parents are encouraged to be an active participant in the process.

Youngstown Community employs one full time intervention specialist that works with students that have been identified as a student with a disability. Students are provided with special education services in the least restrictive environment (LRE). LRE refers to the setting where a child with a disability can receive an appropriate education designed

to meet his or her educational needs, alongside peers without disabilities to the maximum extent appropriate. Youngstown Community School believes in the inclusion of students with disabilities in the general education classroom to the maximum extent possible. There will be times when students with disabilities will need intensive instruction and will be provided instruction in a resource room to target their needs.

Speech and Language Services

At Youngstown Community School all kindergarten will be screened for possible speech deficiencies. Students that display speech delays will be referred to the Intervention Assistance Team.

Psychological Services

A school psychologist is available for individual testing and some counseling. The special education coordinator may arrange small group and/or individual counseling.

Additional Support Services

Nursing Services - A school nurse is available daily for medical services to the students as well as medical screening determined by the school. The following procedures are performed during the school year at different grade levels: Vision screening, Body Mass Index (BMI), Foot Exams, Hearing screening, Scoliosis screening, Dental Sealant and Dental Exams.

School Counseling Services – The school counselor strives to enhance the learning of all students. Through alignment with the American School Counselor Association’s Student Standards, school counselors create a comprehensive program that addresses students’ needs within three developmental domains: Academic, Social-Emotional, and Career.

The school counselor will provide direct services through school-wide programs, classroom lessons, small group counseling, and brief, solution focused individual counseling. (Please be aware that school counseling services are not long term therapy. Parents requesting long term services will be provided with a list of community agencies/resources that may be of assistance). Students may be referred to the school counselor by parents, teachers, administrators, or through self-referral.

In addition to direct services, the school counselor also provides numerous indirect services through consultation and collaboration with all stakeholders. The school counselor coordinates the Student Intervention Team (SIT), which is responsible for creating interventions to assist students with academic and behavior concerns prior to special education referrals, as well as Section 504 plans, and the MindUP Program. She also serves as the homeless liaison for our school.

YCS Academic Goals & Strategies

Goal: By June 2019, the Youngstown Community School will increase student performance by the following: (1) increase in performance index by decreasing the number of students that are Limited and basic by at least 5% annually over the next three years, (2) receive a 'C' or better in two of the next three years in annual measurable objectives (AMO), and (3) increase overall progress of Lowest 20% to a 'c' or better annually over the next three years

Strategy 1: Improve core instruction through implementation of research based practices and a rigorous curriculum measured by district wide assessment structure, reflective of the Ohio Learning Standards.

Strategy 2: Implement a multi-tiered system of support to meet the academic, behavioral and social emotional needs of all students.

Strategy 3: Increase family and community engagement

YCS Focused Plan

Please the following pages.

Attachment 5

School: **Youngstown Community School**

MISSION: The mission of the community school should communicate the spirit of the school and define the core principles and key values of the school to its students, stakeholders and the public. It should be succinct, meaningful and consistent with student achievement and progress. The mission should be reflected through all sections of the application.

Mission: Youngstown Community School provides an excellent educational choice to meet and exceed the unique potential of all students. Through academics, character development, and technology we prepare students to meet the challenges of the 21st century.

Educational Philosophy: Youngstown Community School believes that each student is good, that each student can and will learn the academics necessary to become a good citizen, that each student will incorporate Values into every day living. Youngstown Community School also believes in its parents who trust the administration and staff and have seen for themselves that their child is in a safe, loving and happy environment with lots of learning. Youngstown Community School believes its teachers are here to teach, to instill good attitudes and most of all to really care about each child. Its ratio of teacher to students is 1:12 in each kindergarten and 1:16 in grades 1 thru 6 and 2:24 in grade 8. Youngstown Community School is committed to provide an educational environment where the atmosphere created is one of care, concern and acceptance of all. It seeks to develop the full potential of each child: physically, intellectually, socially, culturally, emotionally and attitudinally. In keeping with our philosophy, Youngstown Community School directs its activities and teaching toward high but attainable goals. Each teacher is expected to be involved in teaching the instructional program throughout the entire day.

EDUCATIONAL PHILOSOPHY: The educational philosophy encompasses the vision, values and purpose for which the school was founded and operates under and is used to measure effectiveness of the program. Please identify the educational philosophy and how the educational philosophy is communicated to the teachers and staff, families, students, community and stakeholders.

1. Teachers and staff

The Educational Philosophy is above. Teachers and Staff were involved in the creation of the philosophy. The philosophy is communicated to teachers and staff in written form through the handbook. However, the staff at YCS "lives" the educational philosophy on a daily basis. Our policies and procedures are all surrounded by our educational philosophy.

2. Families

The Educational Philosophy is above. The Families are given the educational philosophy on an annual basis in written form in the Family Handbook & Code of Conduct booklets. Each family is asked to sign off on reading and understanding all parts of the handbook.

3. Students

The Educational Philosophy is above. The families are given the educational philosophy on an annual basis in written form in the Family Handbook & Code of Conduct booklets. Each family is asked to share all information in the handbook with their child/children. Additionally, the educational philosophy is shared and discussed at the annual orientation in August with those in attendance.

4. Community and stakeholders

The Educational Philosophy is above. Our community and stakeholders are also made aware of our educational philosophy in writing. The educational philosophy for Youngstown Community School is discussed annually at an open board meeting in July. Additionally, the Family Handbook is posted on our website for anyone in the community to access. This is an area that we can improve upon. The sharing of information with the community and stakeholders as a whole has always been a challenge.

KEY ACADEMIC AND NON-ACADEMIC GOALS:

Reading/English Language Arts

State the academic goals for reading/English language arts for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

By June 2023, the Youngstown Community School will annually increase student performance in Reading and Writing by improving the core curriculum and instructional practices through implementation of research based practices and a rigorous curriculum for each student, as measured by district wide assessment structure and Ohio report card data.

Alignment of goal to mission:

The mission of Youngstown Community School is to provide an excellent educational choice to meet and exceed the unique potential of all students through rigorous academics. This goal will ensure the development and implementation of a strong core Reading and Writing curriculum and instructional practices that are responsive to each student in grades K-8.

Grade levels:

K-8

Student population:

General education, special education, lowest 20%, RIMP students, ELL students

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1.

Youngstown Community School will increase student performance on STAR assessments annually through 2023 by decreasing the number of students that score in the following categories on their benchmark assessments: Urgent Intervention, Intervention, and On Watch.

2.

Youngstown Community School will increase student performance by the following: (1) increase in performance index by decreasing the number of students that are Limited and Basic annually over the next five years, (2) receive a 'C' or better by 2023 in annual measurable objectives.(AMO), and (3) increase overall progress of Lowest 20% to a 'C' or better by 2023, according to the annual Report Card data.

Data, resources and/or personnel used to monitor and ensure student success:

The administrative team will review benchmark and progress monitoring data as assessments are completed to analyze and determine trends and needs of the building. The BLT will review and analyze classroom assessment data on a monthly basis to determine strategies of implementation to improve student achievement and progress. Data that will be reviewed and analyzed is as follows (not limited to the following): AIR assessment data, STAR benchmark data, STAR progress monitoring data, KRA data, grade distributions, walkthrough data (to focus on adult implementation measures), classroom assessment data (standards based checklists, entrance/exit slips, writing samples) and Fountas and Pinnell Benchmark data.

Plan for intervention should the school not be on track with stated goals:

Youngstown Community School's BLT will review goals during each monthly meeting, making revisions and adjustments as needed based on data. The BLT will determine short term goals and/or outcomes related to the goals and monitor progress. Additionally, the BLT will determine instructional practices to implement, and refine as needed, to support students and teachers in achieving our goals. We will follow the Ohio Improvement Process to assist in monitoring and revising our plan. Youngstown Community School also has a strong partnership with the Mahoning County Educational Service Center and SSTR5, and will utilize both agencies for technical support as needed.

State the academic goals for math for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

By June 2023, the Youngstown Community School will annually increase student performance in Math by improving the core curriculum and instructional practices through implementation of research based practices and a rigorous curriculum for each student, as measured by district wide assessment structure and Ohio report card data.

Alignment of goal to mission:

The mission of Youngstown Community School is to provide an excellent educational choice to meet and exceed the unique potential of all students through rigorous academics. This goal will ensure the development and implementation of a strong core Mathematics curriculum and instructional practices that are responsive to each student in grades K-8.

Grade levels:

K-8

Student population:

General education, special education, lowest 20%, RIMP students, ELL students

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1.

Youngstown Community School will increase student performance on STAR assessments annually through 2023 by decreasing the number of students that score in the following categories on their benchmark assessments: Urgent Intervention, Intervention, and On Watch.

2.

Youngstown Community School will increase student performance by the following: (1) increase in performance index by decreasing the number of students that are Limited and Basic annually over the next five years, (2) receive a 'C' or better by 2023 in annual measurable objectives (AMO), and (3) increase overall progress of Lowest 20% to a 'C' or better by 2023, according to the annual Report Card data.

Data, resources and/or personnel used to monitor and ensure student success:

The administrative team will review benchmark and progress monitoring data as assessments are completed to analyze and determine trends and needs of the building. The BLT will review and analyze classroom assessment data on a monthly basis to determine strategies of implementation to improve student achievement and progress. Data that will be reviewed and analyzed is as follows (not limited to the following): AIR assessment data, STAR benchmark data, STAR progress monitoring data, grade distributions, walkthrough data (to focus on adult implementation measures), and classroom assessment data (standards based checklists, entrance/exit slips, writing samples)

Plan for intervention should the school not be on track with stated goals:

Youngstown Community School's BLT will review goals during each monthly meeting, making revisions and adjustments as needed based on data. The BLT will determine short term goals and/or outcomes related to the goals and monitor progress. Additionally, the BLT will determine instructional practices to implement, and refine as needed, to support students and teachers in achieving our goals. We will follow the Ohio Improvement Process to assist in monitoring and revising our plan. Youngstown Community School also has a strong partnership with the Mahoning County Educational Service Center and SSTR5, and will utilize both agencies for technical support as needed.

Social Studies

State the academic goals for social studies for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

By June 2023, the Youngstown Community School will fully review, revise and implement curriculum maps that encompass all academic content standards at each grade level, improving the core curriculum and instructional practices through implementation of research based practices and a rigorous curriculum for each student, as measured by district wide assessment structure.

Alignment of goal to mission:

The mission of Youngstown Community School is to provide an excellent educational choice to meet and exceed the unique potential of all students through rigorous academics. This goal will ensure the development and implementation of a strong core Social Studies curriculum and instructional practices that are responsive to each student in grades K-8.

Grade levels:

K-8

Student population:

General education, special education, lowest 20%, ELL students

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1.

By June 2023, 80% of all K-8 students will be at least proficient in their respective grade level curriculum for Social Studies, as measured by grade distributions and classroom assessments.

Application Form

2.

By June 2023, 100% of K-8 teachers will follow and implement Social Studies curriculum maps that encompass all academic content standards at each grade level, as measured by lesson plans, walkthroughs and evaluations.

Data, resources and/or personnel used to monitor and ensure student success:

The administrative team will review classroom assessments, classroom assessment data, lesson plans and walkthrough data as assessments are completed to analyze and determine trends and needs of the building. The TBTs will review and analyze classroom assessment data on a bi-monthly basis to determine strategies to implement improvement of student achievement and progress.

Plan for intervention should the school not be on track with stated goals:

Weekly reviews of lesson plans will be compared to walkthrough data by the administration on an ongoing basis. The administrative team, along with the School Improvement Coach and instructional coaches from Mahoning County Educational Service Center will review data to determine staff needs for professional development as it relates to the Social Studies curriculum maps and implementation. Supports will be provided through individual coaching sessions with administration and/or the School Improvement Coach, and technical assistance will be provided by the Mahoning County Educational Service Center instructional coaches. An additional level of support will be provided by the Board of Education's Curriculum Sub-Committee on an as needed basis.

Science

State the academic goals for science for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

By June 2023, the Youngstown Community School will fully review, revise and implement curriculum maps that encompass all academic content standards at each grade level, improving the core curriculum and instructional practices through implementation of research based practices and a rigorous curriculum for each student, as measured by district wide assessment structure.

Alignment of goal to mission:

The mission of Youngstown Community School is to provide an excellent educational choice to meet and exceed the unique potential of all students through rigorous academics. This goal will ensure the development and implementation of a strong core Science curriculum and instructional practices that are responsive to each student in grades K-8.

Grade levels:

K-8

Student population:

General education, special education, lowest 20%, ELL students

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1.

By June 2023, 80% of all K-8 students will be at least proficient in their respective grade level curriculum for Science, as measured by grade distributions and classroom assessments.

2.

By June 2023, 100% of K-8 teachers will follow and implement Science curriculum maps that encompass all academic content standards at each grade level, as measured by lesson plans, walkthroughs and evaluations.

Data, resources and/or personnel used to monitor and ensure student success:

The administrative team will review classroom assessments, classroom assessment data, lesson plans and walkthrough data as assessments are completed to analyze and determine trends and needs of the building. The TBTs will review and analyze classroom assessment data on a bi-monthly basis to determine strategies to implement improvement of student achievement and progress.

Plan for intervention should the school not be on track with stated goals:

Weekly reviews of lesson plans will be compared to walkthrough data by the administration on an ongoing basis. The administrative team, along with the School Improvement Coach and instructional coaches from Mahoning County Educational Service Center will review data to determine staff needs for professional development as it relates to the Science curriculum maps and implementation. Supports will be provided through individual coaching sessions with administration and/or the School Improvement Coach, and technical assistance will be provided by the Mahoning County Educational Service Center instructional coaches. An additional level of support will be provided by the Board of Education's Curriculum Sub-Committee on an as needed basis.

Other Academic Goals

State the other academic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

By June 2023, the Youngstown Community School will annually increase the STEM opportunities for all students in grades 5-8 by improving the core curriculum and instructional practices in our Technology classes through implementation of research based practices and a rigorous curriculum for each student, as measured by district wide assessment structure.

Alignment of goal to mission:

The mission of Youngstown Community School is to provide an excellent educational choice to meet and exceed the unique potential of all students through rigorous academics. This goal will ensure the development and implementation of a strong core STEM curriculum offered to all students in grades 5-8 that include strong instructional practices that will prepare our students for work after school.

Grade levels:

5-8

Student population:

General education, special education, lowest 20%, ELL students

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1.

As a result of increasing STEM opportunities and problem-based learning through technology, 80% of students will report an increase in engagement in technology and STEM classes through a teacher-designed pre and post assessment.

2.

By June 2023, 80% of all K-8 students will be at least proficient in their respective grade level curriculum for Science, as measured by grade distributions and classroom assessments. As a result of increasing STEM opportunities and problem-based learning through technology, Youngstown Community School will realize an increase student performance on STAR assessments in Math annually through 2023 by decreasing the number of students that score in the following categories on their benchmark assessments: Urgent Intervention, Intervention, and On Watch.

Data, resources and/or personnel used to monitor and ensure student success:

Youngstown Community School's BLT will review goals during each monthly meeting, making revisions and adjustments as needed based on data. The BLT will determine short term goals and/or outcomes related to the goals and monitor progress. Additionally, the BLT will determine the curriculum to implement, and refine as needed, to support students and teachers in achieving our goals. We will follow the Ohio Improvement Process to assist in this process of monitoring and revising our plan. Youngstown Community School also has a strong partnership with the Mahoning County Educational Service Center and SSTR5, and will utilize both agencies for technical support as needed

Plan for intervention should the school not be on track with stated goals:

The administrative team, along with the School Improvement Coach and instructional coaches and supervisors from Mahoning County Educational Service Center will review data to determine curricular needs for implementing additional STEM opportunities. An additional level of support will be provided by the Board of Education's Curriculum Sub-Committee on an as needed basis.

Nonacademic Goals: These are goals related to the school's unique program. The goals must be aligned to the school's mission and include outcomes that result in successful implementation of the school's unique program.

Nonacademic Goal 1

State the nonacademic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

By June 2023, 100% of the Youngstown Community School teachers will fully implement a multi-tiered system of support to meet the academic, behavioral and social emotional needs of each student, as measured by intervention notes/data and Student Intervention Team meeting notes/data.

Alignment of goal to mission:

The mission and philosophy of Youngstown Community School is to provide an excellent educational choice to meet and exceed the unique potential of all students, by providing an educational environment where the atmosphere created is one of care, concern and acceptance of all. It seeks to develop the full potential of each child: physically, intellectually, socially, culturally, emotionally and attitudinally. This goal will support the mission of assisting each child of fulfilling their full potential, as we will put proper supports in place to help the children become successful, ultimately reaching their full potential in all areas.

Grade levels:

K-8

Student population:

General education, special education, lowest 20%, RIMP students, ELL students, Student Intervention Team students, 504 Plan students

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1.

(a) By June 2023, Youngstown Community School will decrease the number of office referrals annually by 10%, as measured by discipline data.

(b) By June 2023, Youngstown Community School will decrease the number of Student Intervention Team referrals annually by 5%, as measured by discipline data.

2.

Youngstown Community School will increase student performance by the following measures: (1) increase in performance index by decreasing the number of students that are Limited and Basic annually over the next five years, (2) receive a 'C' or better by 2023 in annual measurable objectives (AMO), and (3) increase overall progress of Lowest 20% to a 'C' or better by 2023, according to the annual Report Card data, by implementing a multi-tiered system of supports for all areas for each student.

Data, resources and/or personnel used to monitor and ensure student success:

The administrative team will review discipline data on a monthly basis to determine building challenges and classroom and teacher supports needed. Additionally, the Student Intervention Team will review data related to children that have been referred to the team every 6-8 weeks to determine strategies to implement for each child's success.

Plan for intervention should the school not be on track with stated goals:

Youngstown Community School's BLT will review goals during each monthly meeting, making revisions and adjustments as needed based on data. The BLT will determine short term goals and/or outcomes related to the goals and monitor progress. Additionally, the BLT will determine strategies to support classrooms and teachers in achieving our goals. We will follow the Ohio Improvement Process to assist in the monitoring and revising our plan. Youngstown Community School also has a strong partnership with the Mahoning County Educational Service Center and SSTR5, and will utilize both agencies for technical support as needed.

Nonacademic Goal 2

State the nonacademic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

By June 2023, 100% of the Youngstown Community School teachers will fully implement Positive Behavior Interventions and Supports in their classrooms to meet the behavioral and social emotional needs of each student, as measured by anecdotal records and office referrals.

Alignment of goal to mission:

The mission and philosophy of Youngstown Community School is to provide an excellent educational choice to meet and exceed the unique potential of all students, by providing an educational environment where the atmosphere created is one of care, concern and acceptance of all. It seeks to develop the full potential of each child: physically, intellectually, socially, culturally, emotionally and attitudinally. This goal will support the mission of assisting each child of fulfilling their full potential, as we will put proper supports in place to help the children become successful, ultimately reaching their full potential in the areas of socially, emotionally and attitudinally.

Grade levels:

K-8

Student population:

General education, special education, lowest 20%, RIMP students, ELL students, Student Intervention Team students, 504 Plan students

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1.

By June 2023, Youngstown Community School will decrease the number of office referrals annually by 10% as measured by discipline data.

2.

Youngstown Community School will increase student performance by the following measures: (1) increase in performance index by decreasing the number of students that are Limited and Basic annually over the next five years, (2) receive a 'C' or better by 2023 in annual measurable objectives (AMO), and (3) increase overall progress of Lowest 20% to a 'C' or better by 2023, according to the annual Report Card data, by implementing Positive Behavior Interventions and Supports for each student.

Data, resources and/or personnel used to monitor and ensure student success:

The administrative team will review discipline data on a monthly basis to determine building challenges and classroom and teacher supports needed. Walkthrough data will be analyzed to determine adult implementation progress. Additionally, the Student Intervention Team will review data related to children that have been referred to the team every 6-8 weeks to determine strategies to implement for each child's success.

Plan for intervention should the school not be on track with stated goals:

Youngstown Community School's BLT will review goals during each monthly meeting, making revisions and adjustments as needed based on data. The BLT will determine short term goals and/or outcomes related to the goals and monitor progress. Additionally, the BLT will determine strategies to support classrooms and teachers in achieving our goals. We will follow the Ohio Improvement Process to assist in the monitoring and revising our plan. Youngstown Community School also has a strong partnership with the Mahoning County Educational Service Center and SSTR5, and will utilize both agencies for technical support as needed.

Communities Served: The school should describe the communities the school serves and how the school connects with the community and families.

Student population served and how the needs of that population are being addressed through the mission, curriculum, instruction and services of the school:

Youngstown Community School is a school choice option for the students and families of the city of Youngstown and Mahoning County, and serves students in grades K-8, housing approximately 350 students. The City of Youngstown has approximately 65,000 residents, with the local city school district operating 13 schools. According to the Bureau of Labor Statistics, the December 2017 unemployment rate for Youngstown was 5.7 percent, which is more than the state of Ohio's unemployment rate of 4.9 percent. Youngstown Community School in Mahoning County. According to the United States Census Bureau, the estimated population of Youngstown, as of July 1, 2016, was 64,312, which represents a 4 percent decrease in population. The median household income in Youngstown City is \$24,448, with 38 percent of the population living below the poverty line. In comparison, the median household income in Ohio is \$50,674, with 14.6 percent living below the poverty line.

YCS offers a traditional school setting, where preparing students to read and do math at their grade level is our priority. The racial makeup of the school for 2016-2017 is 86.1% African American, 7.2% Hispanic, and 6.7% multiracial. We have 6.5% of our students with disabilities and 100% economically disadvantaged. Ohio's Third Grade Reading Guarantee aims to ensure that students get the early literacy support they need to be successful. In 2016-2017, 90% of our 3rd graders met the state's Third Grade Reading Guarantee requirements for promotion to 4th grade. The school's gap closing measure has improved over the last two years, scoring 55.1% in both ELA and Math in 2016, and 74.3% in ELA and 73.8% in Math in 2017. YCS has seen an increase in the following areas from 2016 to 2017: 4th grade Math, 5th grade Math, 7th grade Math and an increase was seen in the percentage of students performing at the advanced level, as well as students moving from the limited level to basic. YCS had an overall attendance rate of 93.6%.

The mission of YCS is to offer an educational choice which provides a strong curriculum while addressing the individual needs of at risk students. The needs of our students are addressed through the following: instruction without discrimination, teaching values as a means of being socially ready for college and/or career, providing grade level instruction to all students, becoming partners in education with parents, community members and organizations, strong emphasis on attendance in order to develop responsibility. YCS provides daily, grade level instruction, as well as daily intervention to meet each student's individual needs. We provide supports for basic needs (hats, gloves, coats, school supplies, mobile food pantry, etc) for our students and families through partnerships with The United Way of Youngstown and the Mahoning Valley, Southwoods Medical Center, Casal's Day Spa, Second Harvest Food Bank, Huntington Bank and many individual donors. All of our community partners are supporting our mission through both financial means and in kind support, often providing volunteer services to our students. Lastly, YCS offers a wide range of mental health supports, working closely with Youth Intensive Services, The Red Zone, and Alta Behavioral Healthcare.

School's plan to provide families and community members opportunities to support the success of the school:

We will engage stakeholders through the Ohio Improvement Process and the BLT that will include teachers, administrators, local and regional educational support entities and parents. Staff will engage in an extensive review of information, provide input and participate in professional development to equip them to enact new practices. BLT reports will be provided during the academic updates at the regular board meetings to our Board of Education. Youngstown Community School will partner with Youth Intensive Services and the United Way of Youngstown and the Mahoning Valley to host community events to engage community stakeholders. Partnerships with parents, community members, Mahoning County Educational Service Center, Youngstown State University and others will be actively encouraged throughout the improvement process, both at the BLT meetings and throughout the school year. Open communication will be encouraged through the use of telephone calls, newsletters, information on school website, email, One Call, social media and mail. We will solicit family and community feedback via surveys.

Academic Program: The educational program is developed with the goal of improved student outcomes and educational success of students. When describing the educational program, incorporate a pedagogical approach, curriculum, assessment culture and other elements that creates a comprehensive educational program addressing the whole child.

Overview of program delivery:

Courses of Study for all subjects taught at Youngstown Community School are in accordance with the directives of the Department of Education, State of Ohio, with emphasis on the Common Core Standards. The students in Kindergarten through Grade 7 receive instruction in Integrated Language Arts, Math, Science, Social Studies, Computer, Art, Music, Physical Education, and Social Skills. All content is taught through mental modeling and a discovery learning approach with teachers as facilitators for students learning. Content teachers model thinking that the students can understand and they provide immediate opportunities to apply what they have learned in the classroom. Students often explain their own models aloud to clarify the process for them and allow for the teachers to assess their understanding. Additionally, the discovery learning approach is one that focuses on students' personal experiences as the foundation for conceptual development. Our teachers provide their students with the opportunities for experiences they need in the context of discovery. Our students are encouraged to find the information for themselves through shared experiences. Discovery learning channels the natural inquisitiveness of children, which is an important concept for staff at YCS. The Literacy Collaborative Framework in our adopted approach for teaching reading and writing, with integration of Ohio Learning Standards in Science and Social Studies in the daily literacy block. Youngstown Community School has partnered with Ohio State University and Mahoning County Educational Service Center to bring the program to our students in grades K-6. We are part of the 21st Century Grant with 9 Mahoning County School Districts to implement Literacy Collaborative in our school. Literacy Collaborative is a comprehensive school reform project that invests in teachers through long-term professional development (2 coaches hired to provide on-going PD to teachers). The framework provides students with direct instruction based upon their needs and their individual reading/writing levels. There is a gradual release of instruction to students (demonstration and explicit teaching to guided practice to independent problem solving) as they increase their knowledge and skills in the areas of reading and writing. Everyday Mathematics is our selected curriculum for grades K-5. Each grade of the Everyday Mathematics curriculum is carefully designed to build and expand a student's mathematical proficiency and understanding. Our goal, through the implementation of the program, is to build powerful mathematical thinkers. Our teachers utilize concrete, real-life examples in everyday learning opportunities. Additionally, repeated exposures to mathematical concepts and skills to develop children's ability to recall knowledge from long-term memory are delivered in a spiraling curriculum throughout the year. Frequent practice of basic computation skills to build mastery of procedures and quick recall of facts, often through games and verbal exercises, are part of the Everyday Mathematics lessons, and students are encouraged to use multiple methods and problem-solving strategies to foster true proficiency and accommodate different learning styles.

With Math, Digits is our selected curriculum for grades 6 and 7. Powered by technology, digits delivers an effective, multi-layered approach to our students in grades 6 and 7. Personalized student-centered learning is foundation of the math curriculum, with teachers providing tailored response necessary for students of varying abilities. Our teachers are able to provide point-of-need intervention to get students back on track and prevent on-level students from falling behind. Scaffolded homework with immediate feedback and grading is provided to all of our middle grade learners as well.

Evidence that the educational program supports improved student outcomes:

Literacy Collaborative staff and researchers have conducted several studies identifying improvement in student outcomes with the implementation of the framework. There have been studies by The U.S. Department of Education's Institute of Education Sciences (IES), Stanford University and University of Chicago, as well as the Center for Research and Educational Policy at the University of Memphis, the Education Development Center in Newton, Massachusetts, and the Center for Education Evaluation and Policy at Indiana University. Outcomes were as follows: student literacy growth increased by an average of 16% in Year 1, 28% in Year 2, and 32% in Year 3; substantially greater year-to-year improvements on the state's 3rd grade reading test than schools with no literacy interventions; and on average, 2nd grade scores rose from 40 NCEs, to 49 NCEs (on a scale of 0-100) — with the greatest gains achieved in schools where more than 50% of students received free or reduced-price lunch (information taken from <http://www.literacycollaborative.org/research/>). EveryDay Mathematics research conducted by The ARC Center Tri-State Student Achievement, show that the students who followed the EveryDay Math curriculum consistently outperformed the students not utilizing the program. All significant differences favored the reform students; no significant difference favored the comparison students. This result held across all tests, all grade levels, and all strands, regardless of SES and racial/ethnic identity. The data from this study show that these curricula improve student performance in all areas of elementary mathematics, including both basic skills and higher-level processes. Use of these curricula resulted in higher test scores. (information taken from <http://everydaymath.uchicago.edu/about/research-results/student-achievement/>). As observed in field studies and first-year users of digits, the resulting instructional design of digits has enabled higher achievement levels in students; greater class time spent on problem solving, discourse, and instruction; more engagement of students through the interactive, digitally-presented problems; and greater completion rates and success with practice assignments. Random control trial studies are underway for digits, and effect studies will be reviewed when available (information taken from "Pearson Instructional Programs and the Common Core Standards for Mathematics, A Timeline of Concurrent Development)

Curriculum and Instruction

Attach the documentation establishing that the curriculum and instruction align with Ohio's Learning Standards.

Delivery methods for curriculum and instruction:

All content is taught through mental modeling and a discovery learning approach with teachers as facilitators for students learning. Content teachers model thinking that the students can understand and they provide immediate opportunities to apply what they have learned in the classroom. Students often explain their own models aloud to clarify the process for them and allow for the teachers to assess their understanding. Additionally, teachers utilize a discovery learning approach in their classrooms with each student on an individual, small group and whole group approach. The discovery learning approach is one that focuses on students' personal experiences as the foundation for conceptual development. Teachers are continuously finding ways to connect students' experiences both in the school setting and outside of the school setting to make the learning more personal for the student while allowing for students to retain new information more readily. Our teachers often first provide their students with the opportunities for experiences they need in the context of discovery. Our students are encouraged to find the information for themselves, after proper facilitation of the teacher, through their shared experiences. We have found that allowing our students to discover new concepts, ideas and content through these instructional strategies opens the doors for their natural inquisitiveness to shine. This is an important concept for all staff at YCS.

Please see attached documentation to show alignment with Ohio's Learning Standards.

Process for ongoing development, improvement and refinement of curriculum:

Youngstown Community School employs three full time academic and school improvement coaches: one primary literacy coach, one intermediate literacy coach and one math/school improvement coach. The professional development is job embedded, with 6.5 days of professional development each year, as well as job embedded coaching for all K-8 teachers. The academic coaches survey the staff to determine their needs and the professional development sessions are planned and implemented around the needs of the staff. Guided coaching meetings are scheduled to provide additional support to small groups of teachers that are needing support in specific areas. Additionally, teachers will engage in ongoing, regularly scheduled coaching sessions throughout the school year to refine practices and answer questions about curricular challenges with their students.

Selection of curriculum was just completed for ELA and Math during the 2016-2017 school year with the support of the Mahoning County Educational Service Center. We are currently implementing selected curriculum with no plan to change. The refinement process will occur through our professional development plan, which includes on site PD and job embedded coaching. The coaching cycle will be most important, as the academic coaches will be able to individualize professional development for each teacher.

Professional development focused on improving implementation of curriculum and instructional program:

Our professional development program is designed around the selected curriculums for the 2018-2019 school year. We are focusing our efforts on the following: The Literacy Collaborative Framework (K-6), The EveryDay Math program and strategies (K-5) and on analyzing classroom data and the effectiveness of instructional techniques (6-8). We will utilize technical assistance and support from instructional consultants from the Mahoning County Educational Service Center, as well as our full time literacy and school improvement coaches. The coaches and instructional consultants will meet monthly to plan monthly professional development sessions, as well as individual coaching sessions to support teachers in their own personal implementation process and plan. The coaches and instructional consultants survey the teachers to determine their needs, and then they utilize information gained from previous sessions and to determine professional development activities.

Methods for determining professional development needs of staff:

All teachers complete their individual professional growth plan in eTPES on an annual basis. This allows teachers to determine self-driven professional goals that we can support through the school year with our staff. Additionally, the coaches survey the staff for their professional development needs, and sessions are planned and implemented based upon teacher needs. Additionally, needs will be identified through administrative walkthroughs and evaluations, and opportunities for improvement will be provided by administrative staff for specific needs.

Process used by school to perform teacher performance evaluations, including elements evaluated and frequency of evaluations:

Youngstown Community School utilizes the eTPES system for all evaluations. All teachers are expected to complete a Professional Growth Plan by September 30 of each school year in the electronic system. Additionally, teachers are asked to reflect upon the self-survey questions, but they are not required to complete the self-survey in the electronic system. For teachers that have a final summative rating of Accomplished, the following applies: Evaluate every three years, growth or improvement plan completed, one observation and at least one conference with the teacher. Student Growth Measures must be calculated in eTPES and remain average or higher, and administration cannot exempt SGM. If no SGM is available, teacher must be fully evaluated. The accomplished rating will be carried forward to the Final Summative to complete the rating for this academic year if the requirements above are met. For those teachers receiving a final summative rating of Skilled, the following applies: Evaluate every two years, growth or improvement plan completed, one observation and at least one conference with the teacher, Student Growth Measures must be calculated in eTPES and remain average or higher, cannot exempt SGM, and if no SGM available, teacher must be fully evaluated. Youngstown Community School is using the Original Framework, which is 50% Performance and 50% Student Growth.

(Taken from ODE website) Ohio's system for evaluating teachers is research-based and designed to be transparent, fair and adaptable to the specific contexts of Ohio's districts (rural, urban, suburban, large and small). The evaluation system builds on what educators know about the importance of ongoing assessment and feedback as a powerful vehicle to support improved practice.

Two key components of Ohio's evaluation system are a rating of teacher performance (based on classroom observations and other factors) and a rating of student academic growth.

Measuring student growth is challenging because school districts cannot use the same single student assessment for all teachers. They can use value-added ratings from the state assessments when available. If those are not applicable for a given subject or grade, districts can choose to use other assessments provided by national testing vendors and approved for use in Ohio. For subjects without state assessments or approved vendor assessments – such as art or music – districts should establish a process to create student learning objectives to measure student progress.

Arts, Music, Physical Education, Technology and Career Readiness

Overview of the additional curriculum outside of the core academic areas:

Art - The Art program at Youngstown Community School provides each student a traditional approach to visual arts through the use of traditional, hands-on media (one-dimensional art, two-dimensional art and three dimensional art). Each student develops visual literacy and critical thinking skills in the art room to help them to navigate our increasingly visual- and technology-based culture. The K-8 Art Curriculum follows Ohio's Fine Arts, Visual Arts standards. Students at Youngstown Community School experience the Arts through a comprehensive, sequential, longitudinal curriculum taught by our certified Art teacher. The core concepts of the curriculum include creating and responding to art, critical and reflective thinking, and understanding the historical and cultural contexts of the arts. Students are challenged to be creative while developing skills in observation, interpretation, and evaluation.

PE - Our PE program at Youngstown Community School is a comprehensive program that includes the following areas: movement education, sports education, fitness education, health education and has recently begun to include education of Opioid Abuse Prevention. Our program is embedded in Ohio's Physical Education Standards, and is presented by a certified teacher on a weekly basis for each student. It is an avenue for engaging in developmentally appropriate physical activities designed for children to develop their fitness, gross motor skills, and overall health. There are planned activities designed to develop motor skills, knowledge, and behaviors of healthy active living, physical fitness, sportsmanship, self-efficacy and emotional intelligence. Youngstown Community School is focused on teaching our students the ways of a physically active, healthful life through the PE program and beyond.

Technology - At Youngstown Community School, we understand that using technology is critical in educating today's students. Technology not only serves as a tool to help students become more knowledgeable and efficient in an increasingly tech rich environment but can also serve to make instruction more efficient and allow differentiation in how students are taught. YCS is committed to leveraging technology to truly improve a student's educational experience. We have begun utilizing Google Classroom for our students in grades 3-8, as well as introduced STEM programming and Maker Space to our students in grades 5-8, with the goal of expanding our reach into our younger classrooms as well. We are committed to providing each student with tech opportunities during the school day that are appropriate, aligned and engaging to support the traditional approach to teaching and learning. We have one dedicated technology teacher to provide specific technology skills and training to our students, but our classroom teachers incorporate the use of technology through tablets and Chromebooks on a daily basis.

Career Readiness - Currently, Youngstown Community School does not offer formal Career Readiness programming to our students. However, a less formal approach includes the following: our partnership with Youth Intensive Services and Mahoning County Career and Tech Center allow YCS to provide career tech exploration opportunities to each student in grades 5-8. The School Improvement Coach is the lead for providing career-technical education to our students in 5th grade through 8th grade. The School Improvement Coach, with the classroom teachers, provides students with interest inventories to begin seeing where interests lie for possible future careers. Additionally, the School Improvement Coach assists in the creation of success plans for our students based on the following: grades, attendance, discipline incidents, retentions and special education identification. Within the success plans are opportunities for our students to explore the Ohio Department of Education Career Connections as well as an in depth look at Ohio Means Jobs, with an emphasis on the Career Cluster component. The School Improvement Coach, as well as school administration, provides opportunities for job exploration throughout the year for our students. These opportunities also include looking at education levels for particular jobs, what skills are needed and what potential salaries could be made as well. An annual career day is also planned for our students that is composed of representatives from colleges, community colleges, the military, the local career and technical center and representatives from various jobs around the area.

Student Performance, Assessment and Program Evaluation

School standards for promoting students:

5410 - PROMOTION, PLACEMENT, AND RETENTION

The Board of Education recognizes that the personal, social, physical and educational growth of children will vary and that they should be placed in the educational setting most appropriate to their needs at the various stages of their growth.

It shall be the policy of the Board that each student be moved forward in a continuous pattern of achievement and growth that is in harmony with his/her own development.

Such pattern should coincide with the system of grade levels established by this Board and the instructional objectives established for each.

A student will be promoted to the succeeding grade level when s/he has:

- A. completed the course and State-mandated requirements at the presently assigned grade;
 - B. in the opinion of the professional staff, achieved the instructional objectives set for the present grade;
 - C. demonstrated sufficient proficiency to permit him/her to move ahead in the educational program of the next grade;
 - D. demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade
- A student may be placed at the next grade level when retention would no longer serve any good purpose.

Elementary Level Criteria

- 1. To be promoted the student must satisfactorily complete the majority of the academic subjects.
- 2. Failure to complete the majority of the academic subjects will cause the principal to convene the Student Intervention Team.
- 3. When the Student Intervention Team is convened, the following criteria shall be considered:
 - a. current level of achievement
 - b. potential for success at the next level
 - c. emotional, physical, and social maturity

Middle School Level Criteria

- 1. To be promoted the student must successfully complete a majority of the required academic subjects.
- 2. Failure to complete the majority of the academic subjects will cause the principal to convene the Student Intervention Team.

School standards for graduating students or student progression to middle or high school or beyond the grades served by the school:

Policy and Administrative Guidelines for Promotion (Policy 5410) are summarized below:

The Board of Education recognizes that the personal, social, physical and educational growth of children will vary and that they should be placed in the educational setting most appropriate to their needs at the various stages of their growth. It shall be the policy of the Board that each student be moved forward in a continuous pattern of achievement and growth that is in harmony with his/her own development. Such pattern should coincide with the system of grade levels established by this Board and the instructional objectives established for each. A student will be promoted to the succeeding grade level when s/he has: completed the course and State-mandated requirements at the presently assigned grade; in the opinion of the professional staff, achieved the instructional objectives set for the present grade; demonstrated sufficient proficiency to permit him/her to move ahead in the educational program of the next grade; demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade. A student may be placed at the next grade level when retention would no longer serve any good purpose.

Elementary Level

A. Criteria

1. To be promoted the student must satisfactorily complete the majority of the academic subjects.
2. Failure to complete the majority of the academic subjects will cause the principal to convene the Student Intervention Team.
3. When the Student Intervention Team is convened, the following criteria shall be considered:
 - a. current level of achievement
 - b. potential for success at the next level
 - c. emotional, physical, and social maturity

Middle School Level

A. Criteria

1. To be promoted the student must successfully complete a majority of the required academic subjects.
2. Failure to complete the majority of the academic subjects will cause the principal to convene the Student Intervention Team.

The administrative and guidance staff at Youngstown Community School holds individual graduation meetings with each student and family to discuss plans after leaving Youngstown Community School. Options for high school are discussed with each student and with each family. YCS staff assist students in apply for school after 8th grade, if students are interested in attending one of the local private schools, from 8th grade, supporting students in the progression to high school in any way we can. YCS staff also assist students and families in how to enroll in their local school district for high school if that is the option that is selected by the family. Grades, attendance and behavior records are reviewed with each student and family so that a clear picture of what is needed is understood by all to be successful in high school.

School design for measuring and reporting performance and progress of the school as a whole, student cohorts over time, and academic and social development of each student:

Student achievement is monitored based on objectives stated in the YCS Course of Study and the Common Core Standards. They are incorporated into the teacher's plan for daily instruction. Procedures for evaluating student achievement include the following: teacher's observation of student responses, directed activities, quizzes, tests, participation in discussions, experiments, projects, oral and written reports, assignments and written classwork as well as other appropriate means to measure achievement in the particular subject on a given grade level. Scores from the STAR Tests and other State tests also indicate students' performance levels. Students in all grade levels receive a report card at the end of each quarter. Report cards will be given at the fall & winter parent conferences. Students will take them home after the 3rd & 4th quarters. Report cards provide parents with tangible evidence of their child's growth and development and promote mutual understanding and helpfulness between home and school. The grading scale for YCS includes but is not limited to the following areas: daily work, class participation, test scores and homework Progress Reports are mailed mid-quarter for students in grades K-8. These reports are issued to alert parents of the child's progress as well as suggest ways that parents may assist the student at home. Areas of difficulty, as well as satisfactory progress, are noted. Teachers in all grades communicate regularly with parents through packets of papers sent home weekly and Class DOJO. Attendance and tardiness are also included on the Progress Report.

We are working on practices and procedures through the Ohio Improvement Process for a more effective means to measure and report students progress in all areas, including academic and social-emotional well being. Preliminary discussions with the BLT were around the following topics: aligning the student assessments with the standards, that ensure rigor an stretch are included in the student assessments, balancing state assessments, local assessments and classroom assessments, and integrating formative assessment in the evaluation and assessment framework. When setting expectations during the BLT, we determined that the teachers, through the TBT process, would need to incorporate more formative assessments into the weekly assessment and instruction cycle and that the formative assessments would be utilized during the TBT and BLT process.

Assessments for measuring achievement that are research-based and consistent with the school's mission:

- STAR 360 Early Literacy
- STAR 360 Reading
- STAR 360 Math
- Fountas and Pinnell Benchmark Assessment System (BAS)
- KRA
- 3-8 AIR assessments
- Classroom formative assessments (teacher and/or team created)

Describe how the school uses student data to facilitate decision-making with the goal of improved student outcomes.

Youngstown Community School has recently established a clear vision for schoolwide data use through the implementation of the Ohio Improvement Process. The Building Leadership Team met for its first meeting, discussing the expectations at each level with data, data collection and analysis and strategic implementation of instructional strategies. We worked diligently to create a team that will set the tone for ongoing data use. One of the expectations of the BLT is to clarify the school's data use vision, model using data to make instructional decisions, and encourage other staff to use data to improve instruction. On a monthly basis, the BLT will define critical teaching and learning concepts and will continue to provide ongoing data leadership through the Teacher Based Teams.

Youngstown Community School is making data part of an ongoing cycle of instructional improvement through this process. We will continually collect and prepare a variety of data about student learning in order to gain a deeper understanding of students' learning needs. TBTs will be expected to collect data from multiple sources and determine strengths and weaknesses to share with the BLT. The BLT will then identify instructional techniques to be implemented to increase student achievement. Eventually, the BLT would like the teachers to teach their students to examine and maintain their own data and set personal learning targets from analyzing their own data. This is several years away, as the Ohio Improvement Process was just implemented.

Involvement of the following stakeholder groups in reviewing and responding to student achievement data:

1. Governing authority

The Governing Authority is presented with an annual update on student progress and achievement. Additionally, we are adding an academic update to each of the board meeting agendas so that the members can be updated on progress and achievement throughout the school year.

2. School administrators

School administrators meet monthly with the Building Leadership Team to review progress and achievement data. There is an opportunity, at that time, to discuss any concerns, challenges and solutions, as well as strategies for implementation for improvement.

3. Teachers

Teachers meet weekly with the School Improvement Coach to review progress and achievement data. There is an opportunity, at that time, to discuss any concerns, challenges and solutions, as well as identify strategies for implementation for improvement. The BLT grade level representative will summarize data from the TBT to share and discuss at the monthly BLT meeting.

4. Students

Teachers keep data binders and/or checklists for each of their students to determine progress toward grade level standards. Teachers meet individually with students on a regular basis to discuss their individual progress toward the standards. Teachers meet with students during and after projects and meet with students after assessments to discuss their achievement on a particular project or assessment. Additionally, students are able to log into their Progress Book, with their parent(s), to track progress and achievement. This year, administration created the "High Flyers" club, for students in grades 4-8 and based on achievement. Incentives are provided on a regular basis for students to continue to perform at a higher level than what they performed previously. Students are recognized on a regular basis for their progress and achievement.

5. Parents

YCS administration meets regularly with the Success After Six Parent Committee, that has also become our steering committee for the building. During the meeting, the administration provides a school update. During the school update, administration shares information about the achievement data. Historically, this has been focused on the state report card data; now that the Ohio Improvement Process has been implemented, the administration will share monthly data from the BLT.

Supports for Diverse Learners

The process and procedures employed to identify, assess and serve students in the following areas:

1. English language learners

During the first 30 days of school, Youngstown Community School sends service letters to parents already identified as EL to obtain consent for services. Staff determines which new students in the district need initial identification testing based on the Home Language Survey. The EL Coordinator or the EL support teacher administers the OELPS to students with any home language other than English. After the assessment is completed, the staff determines services for students identified as EL and completes the DASL/EMIS form for the EMIS secretary to document. By October 30 of each year, the EL Coordinator sends letters to parents stating test scores and services that will be provided to the newly identified students. The coordinator also obtains proper parental consent for services. At this time, the EL plan is created and shared with staff. This process is completed with any new student entering after the first 30 days of school for any student that has any other home language than English. Services are provided both as pull out programming and also as push in, depending on the grade level. Youngstown Community School has two teachers that are supporting our EL program; we have been able to utilize creative scheduling to allow for time in their schedules to support our EL students.

2. Low-performing students

The Student Intervention Team (SIT) is a building team designed to support students, parents, and teachers. The team consists of school personnel including administrators, teachers, and counselors who will work together to identify possible interventions to help children experience greater success in school.

The team will determine what information is needed for the assessment process based upon student needs and state and federal guidelines. At this point, parents are provided with information regarding their procedural safeguards related to special education. No testing will occur without parental consent. Not all special education assessments result in special education identification. A child may be found to not have a disability after the assessment process. The information obtained during the assessment process may allow for the team to develop additional interventions to support your child's needs.

Anyone (teacher, parent, administrator, support staff) can refer any student to the Student Intervention Team. A referral packet needs to be completed to begin the process. After the referral packet is completed, an initial SIT meeting is scheduled with the teacher and the team to discuss concerns. Interventions are identified and the teacher implements the interventions while collecting progress data. The team continues to meet to assess the progress or lack of progress until the student is ultimately successful or referred for a multi factored evaluation.

3. Students with disabilities

The Youngstown Community School District provides special education services to students identified with disabilities through the multi-factored evaluation process. If a disability is identified, the child can begin receiving the appropriate special education and related services through an Individual Education Plan (IEP). The IEP is developed with classroom teachers, an intervention specialist, school administration/support staff and parent input. Parents are encouraged to be an active participant in the process.

Youngstown Community employs one full time intervention specialist that works with students that have been identified as a student with a disability. Students are provided with special education services in the least restrictive environment (LRE). LRE refers to the setting where a child with a disability can receive an appropriate education designed to meet his or her educational needs, alongside peers without disabilities to the maximum extent appropriate. Youngstown Community School believes in the inclusion of students with disabilities in the general education classroom to the maximum extent possible. There will be times when students with disabilities will need intensive instruction and will be provided instruction in a resource room to target their needs.

If someone is concerned that a student has a learning disability, they must begin the Student Intervention Process. The student will then be monitored through that process, identifying specific skills that need to be assessed and monitored and collecting data on those skills. If the student does not show progress through the SIT process, a referral is made for a multi factored evaluation through the Special Education Coordinator. The coordinator then works with the school psychologist to determine the time line for assessments and receiving proper consent.

After students are identified, Youngstown Community School has one full time teacher and one full time educational assistant for the special education program. This allows us to serve our students identified with special needs both in the general education classroom and in the special education setting. The services are provided based on the needs of the students. Currently, our special education population is small enough that our staff is able to appropriately serve all students; if this would change, we would look to add additional staff to support the identified need.

4. Other populations served by the school

Culture and Family Engagement

Describe the school's plan for culture and parent engagement, including the plan implementation, programs and strategies to address the physical, social, emotional and health needs of the student population. This section should describe how the school's culture and climate is fostered by school leadership, teachers, students and parents.

At YCS, we believe that we should embrace a collaborative culture for students, parents, teachers, staff and community by involving our parents as much as we can. We believe that parental involvement will promote the social, emotional, and academic growth of our children. We hold true to many core values when working with our parents and families. Our values consist of mutual respect, equity, diversity, collaboration, trust and transparency. Parents and schools have a shared responsibility for the academic achievement of their children, and they must be empowered to support their child's education. Parents have the right to be involved and informed about school policies and their children's academic progress and have the right to hold us accountable for a welcoming, safe and quality learning environment. Our goals for parental involvement are as follows: provide a welcoming environment for all; build relationships with parents; provide multiple opportunities for our parents and families to be engaged, including opportunities for our parents to learn how to help teach their children; engage in regular, two-way communication; and create and ensure an inclusive culture whereby the participation and decision-making of all stakeholders, including parents and community, is valued.

Describe the school's philosophy regarding student behavior and discipline for the student population and students with special needs. The student discipline should be consistent with the school's mission and educational philosophy.

YCS has partnered with Youth Intensive Services, just this school year, to bring quality emotional and behavioral supports to each student at YCS through a comprehensive implementation of PBIS strategies throughout the school. Youth Intensive Services (YIS) has been providing quality behavioral health services since 2009 in Trumbull and Mahoning Counties. The practice consists of Licensed Clinical Master's level therapists and mental health workers placed in the school for immediate supports for each student. The goals of the partnership include promoting behavioral change in the classroom, increase academic performance for each student, enhance self-esteem, foster and cultivate relationships between students and teachers and between the school and families, build upon the strengths of each child, reduce disciplinary referrals, integrate the family into the educational process, help students improve coping strategies and promote positive school experiences. Goals will be reached through the following activities: individual and small group counseling, social skills groups, school wide token economy, crisis intervention, close monitoring of student behaviors, as well as monthly family nights and recognition ceremonies for the students.

Our overall philosophy and our partnership is embedded in Positive Behavior Interventions and Supports. YCS tries to be proactive and not reactive when it comes to behaviors. We provided classroom, group and school wide rewards for the students to work toward, earning positive points for positive behaviors. Classroom teachers utilize a color system as a visual in the classroom, and the Class DOJO to track points for each student. Students and parents are able to see their individual points, and reasons for earning points, in real time.

Describe how the school involves parents/guardians as partners in the education of their children to build and maintain family school partnerships.

During the 2016-2017 school year, Youngstown Community School established it's first PTA. The PTA began as a grass roots organization from the parents that were members of the Success After 6 Parent Leadership Committee. The PTA quickly expanded its reach by extending activities and opportunities for after school students into the day so that ALL students could benefit. The United Way of Youngstown and the Mahoning Valley was awarded a 21st CCLC grant, identifying YCS as their partner in education, and the grant has helped us to focus our efforts on the parental involvement and community partnerships. Per the 21st CCLC grant, YCS is expected to deliver evidence-based educational development opportunities that promote family involvement and family literacy, and that result in family members engaging in their children's learning, either at home, at programs sponsored by the center, or elsewhere in ongoing and meaningful ways.

YCS is utilizing the partnership with our PTA and with the SA6 program's Parent Leadership Committee to engage more of our parents during the day. Our goal is to have 80% of families who attend 75% of family involvement/literacy opportunities will report increased meaningful engagement in their child's learning (home, school, program, other) as reported through family surveys. SA6 Parent Leadership Committee will recruit parents to serve on the committee which advises on strategies to improve student and parent engagement throughout the school. The committee will meet quarterly to provide feedback on the program's progress.

The United Way has established robust partnerships with community organizations that provide families GED preparation, financial literacy and other learning programs; crisis support for food and basic needs; referrals to agencies that provide health, mental health and family support programs; and special assistance with holiday meals and gifts, and other items, such as bicycles. Financial literacy and GED preparation will be offered at the program site. SA6 staff will track referrals made for crisis services, family wellness and special assistance.

YCS, with SA6 and Youth Intensive Services, will coordinate at least three literacy-focused events that: 1) share resources parents can use at home to support reading achievement; 2) celebrate students' literacy accomplishments; and 3) have families participate in service learning projects alongside their children. Events will be culminating activities for enrichment projects students participate in during the program. The Parent Leadership Committee will help to determine how to maximize family participation. Partner organizations will provide volunteers and in-kind support for meals during the events.

Organizational Viability of the School

Capacity of the governing authority:

Our board of education is a unique, well-versed group of community members from the area. We have a very unique ability to network with others, both on the operational side and on the financial side due to the qualifications of our board members. One board member is an accountant, three are former educators (teachers and administrators), four are owners of their own businesses (medical field, 3D technology field and building contractor/construction, plastics), one is an attorney, one is the President of our local United Way, one is an Ursuline Sister, and four community members with a variety of work experience. One of our members is a parent of a student that attends YCS currently. With such a wide variety of experience, our board's community connections run deep. We have historically been able to connect to community members in almost any facet of the workforce and for just about any reason. Our board has been able to get us connected with The Youngstown Incubator to bring STEM materials and programming to the students at YCS; we have been able to connect with manufacturing companies for our students to experience manufacturing jobs for career exploration; the United Way sponsors our after school programming, and has sponsored us for four years; we have received donations of school supplies, book bags, tee shirts, sweatshirts, field trip admissions costs, and much more through connections made from our board members to local philanthropists; we have been able to provide dances, classroom parties, school fun days and much more to our students through donations from community members that we were introduced to from our board; our students have been provided the opportunity to attend local football games, hockey games and basketball games from generous donations from the community; we have been able to provide all of our students with vision screenings and then with glasses to those that are in need, free of cost, due to the relationships that our board of education has forged with and for us; and we have forged a relationship with Youngstown State University, as one of our board members is on their Board of Trustees. The possibilities are endless. One notable difference in our board of education is that the members truly care about our students, visiting on a regular basis (both during the school day and during the after school program), and they are able to see our students working diligently on their academics. A board member once said to me that once you are in the building, the kids get your heart!

Governance and management roles and responsibilities and the oversight provided to the school:

Our Bylaws state the following:

0121 - AUTHORITY - The supervision of the public schools of this District shall be conducted by the Board of Education, hereinafter sometimes referred to as the "Board", which is constituted and governed by Code Title 33 of the Revised Code of the State of Ohio.

0122 - BOARD POWERS - The Board of Education shall be a body politic and corporate, and, as such, capable of suing and being sued; contracting and being contracted with; acquiring, holding, possessing, and disposing of real and personal property; taking and holding in trust for the use and benefit of the District, any grant or devise of land and any donation or bequest of money or other personal property. The power of this Board consists of those matters expressly granted by statute and to those matters which may be necessarily implied from such powers specifically delegated as being necessary to carry them out.

0122.1 - MEMBER POWERS - Board members as individuals do not separately possess the powers that reside in the Board of Education, but no Board member shall be denied facts or materials required for the proper performance of his/her duties to which s/he is legally entitled. If in the opinion of the Superintendent a Board member's request(s) for facts and information is administratively unreasonable, s/he may withhold said facts or material until a ruling is made by the Board.

Before the new administration took over in August of 2016, the Board of Education was more than a governing authority that provided oversight. The strategic planning committee felt it necessary to step into some of the day to day operational pieces for the school. Since the new administration was hired, the board has gone back to a board of education that provides oversight to the administrative staff. The role of the school board can be summarized in the following areas: provide vision and direction for the school, create policies in accordance with state law to establish standards, accountability and evaluation of essential operations of the school, prepare the budget, hire, support, and evaluate the Superintendent and Treasurer, and advocate for the school, staff, and especially students in all interactions with other governmental entities and the public.

Corrective Action Plans and Improvement Plans: If the school has been placed on a corrective action plan or has created an improvement plan, the school must demonstrate how it will ensure the school will support and sustain compliance with rule, law, the contract and the corrective action or improvement plan. This must be supported with data, processes and procedures.

Youngstown Community School was placed on a corrective action plan through the office of school sponsorship last year for the following compliance related issues:

1. 612 Staff Credentials/Licensing One person does not have evidence of appropriate licensing for their respective assignments. Note that in some cases, licensing requires an ODE credential in addition to professional licensing. Credentials for Fawne Moon, school nurse, must have an ODE Pupil Services Permit in addition to her professional license to provide student services.
2. 703 Health and Safety Schools enrolling students in grades kindergarten or first are required to screen for hearing, vision, speech and communications, or medical problems and developmental disorders prior to November 1 as required by law AND provide parents with required information regarding the screening prior to August 1.
3. 755 Health and Safety Although the governing authority passes a resolution acknowledging its periodic review of health and safety policies, said resolution did not identify which policies were examined as part of this review.

Youngstown Community School administrative staff has worked closely with ODE Office of School Sponsorship to rectify these issues and remain compliant with regards to the above noted concerns. Staffing was found to be in compliance, as our terminology for our Licensed Practical Nurse was incorrect. We initially had her listed as School Nurse, but she is indeed is under a Practical Nursing Assignment (according to ODE Licensure). With regards to the second item, our notification included a date for the 2018-2019 school year, as it did not in the past. Finally, for the third item, our annual review resolution contained the detailed information of the specific policies that were reviewed. Youngstown Community School will continue to work with the Office of School Sponsorship with technical assistance for all required tasks and compliance related issues.

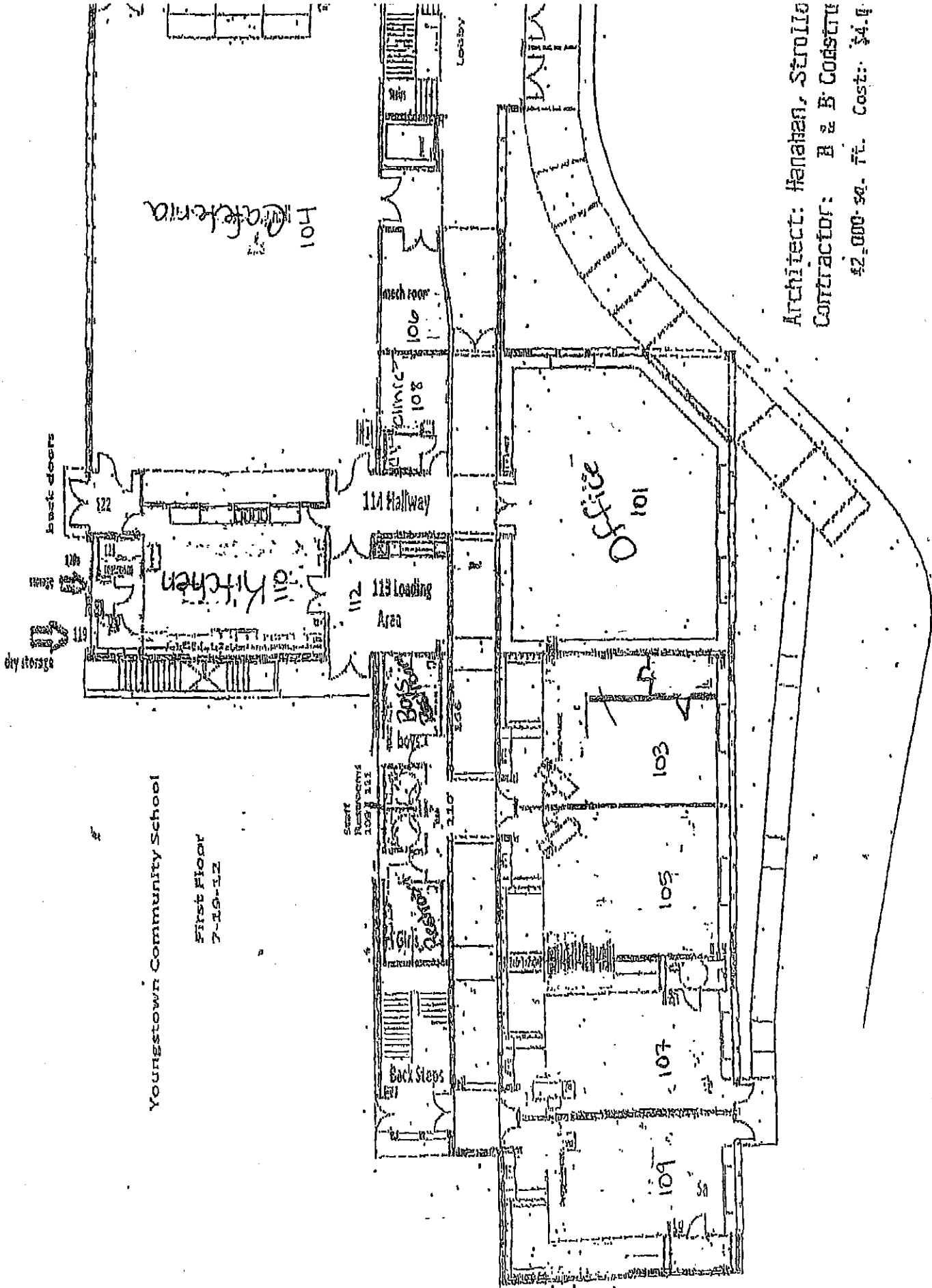
Attachment 6

***SEE ATTACHED DOCUMENTATION FOR FLOOR PLAN**

YCS is a K-6 building that is located at 50 Essex Street, Youngstown, Ohio 44502. Currently, the building is leased through Sr. Jerome's Schools. The cost of the land is \$51,960, and the Market Improved Value of the building is currently \$5,261,700. The cost to build the building in 2001-2002 was \$4,000,000. It is owned by Sr. Jerome's Schools and is a permanent facility. The building was a new construction that started in 2001, and it was completed in 2002. It was partially financed through the bank. Sr. Jerome's Schools is not a party to this application.

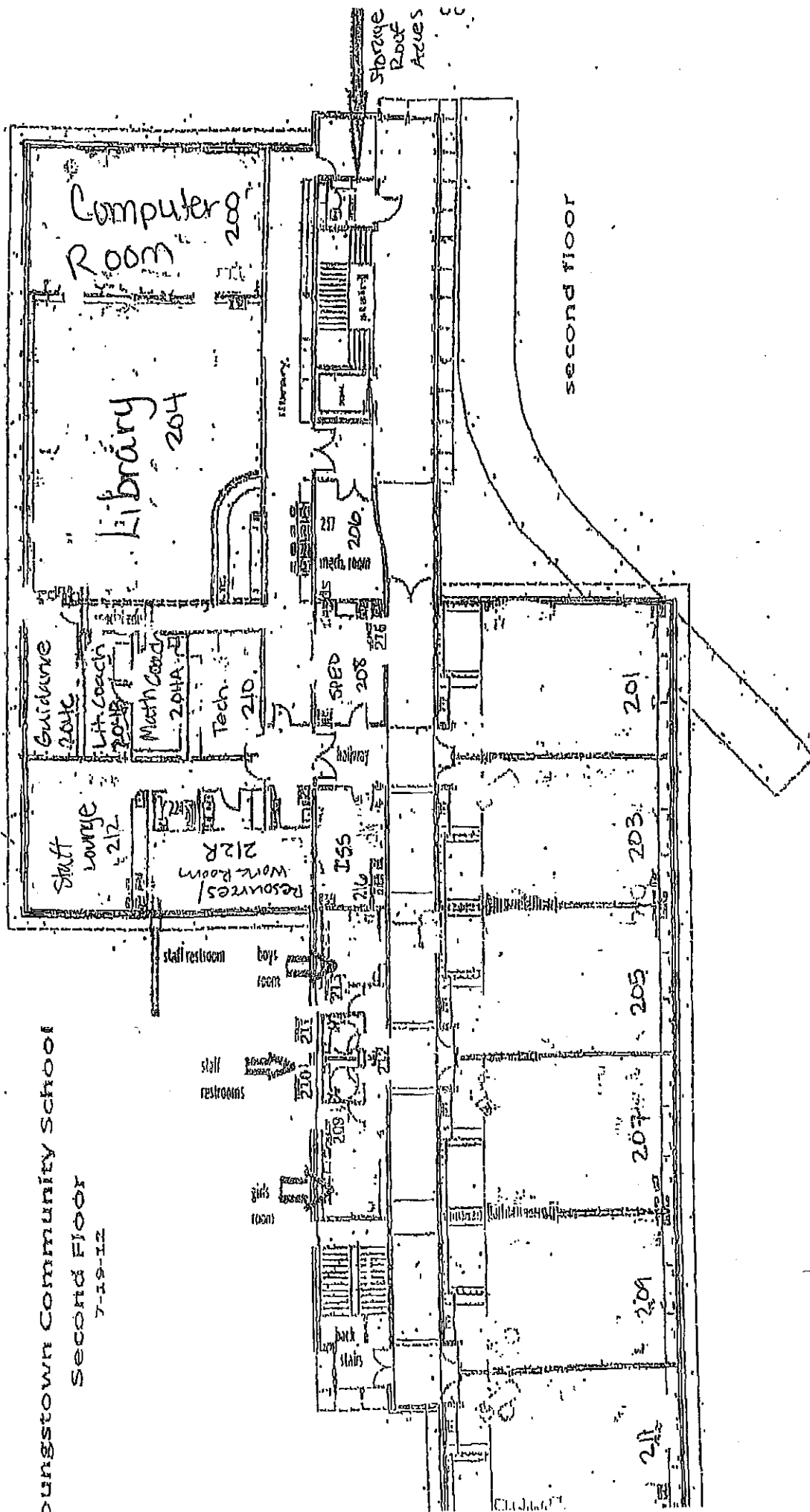
Youngstown Community School

First Floor
7-19-12



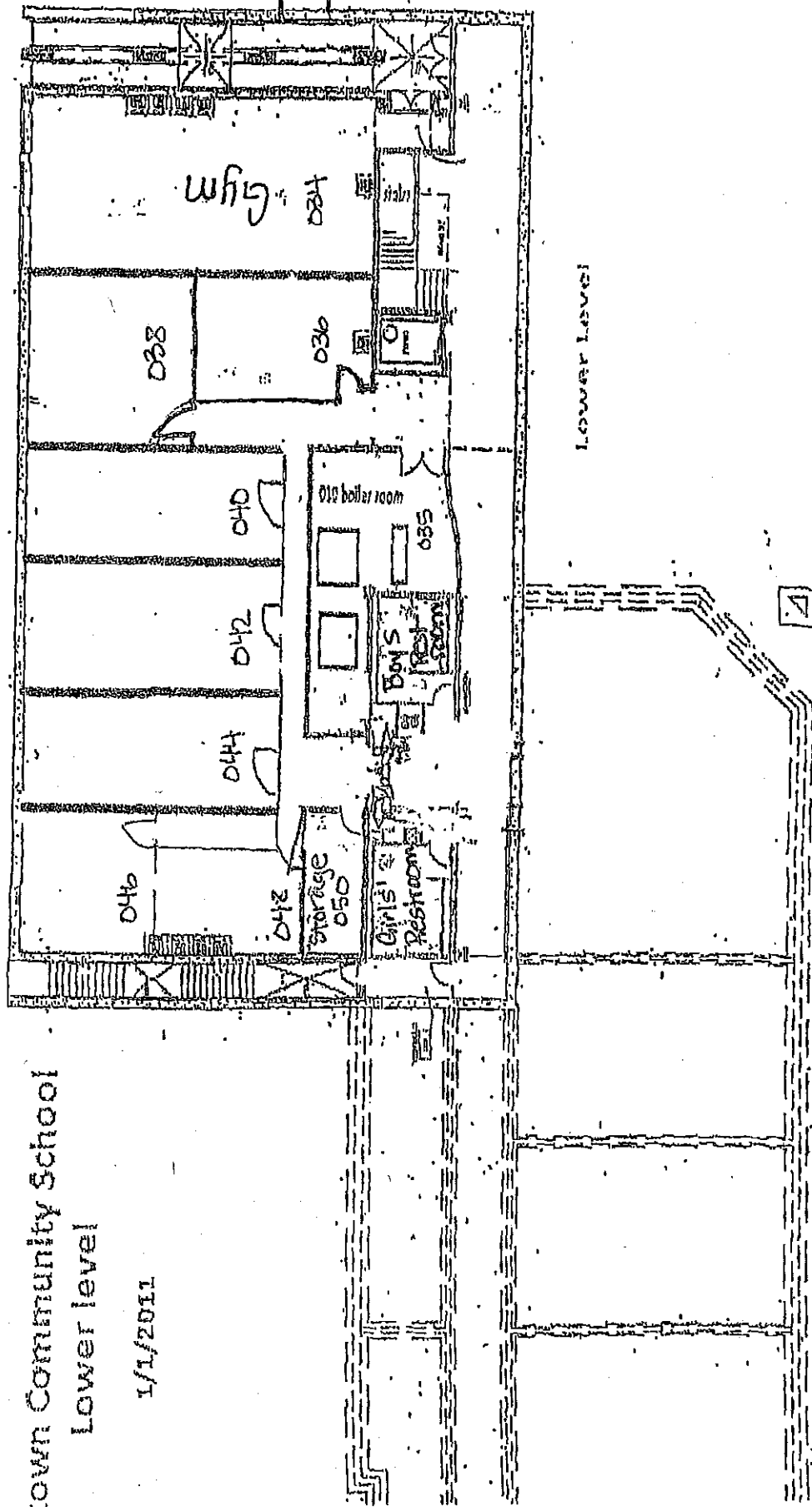
Architect: Hanahan, Stollia
 Contractor: B & B Constru
 \$2,000-sq. ft. Cost: \$4.4

Youngstown Community School
Second Floor
7-19-12



own Community School
Lower level

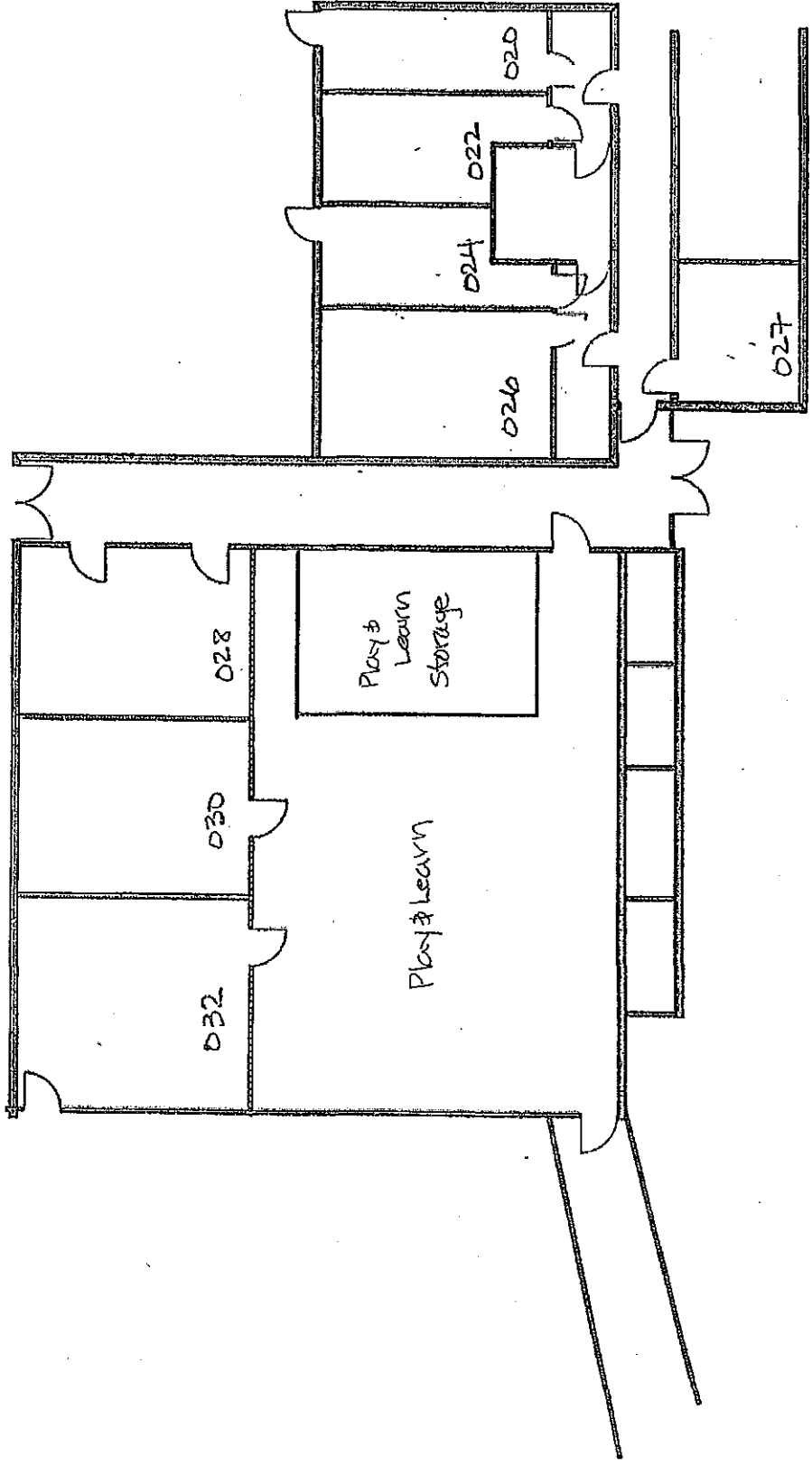
1/1/2011



20



Youngstown Community
Millcreek Level



Property Information

Property Number	53-049-0-380.00-0	Property Address:	44 ESSEX ST
Owner Name	DEVELOPING POTENTIAL INC DTE#ZE0847&AE1838&HE2692		
Owner Address	AD9404012 9508037 0207043 SEE TAXABLE PA 380.0-0T		
Tax Set	53 YOUNGSTOWN CITY YOUNGSTOWN CSD	Tax Payer Address:	DEVELOPING POTENTIAL INC 44 ESSEX ST YOUNGSTOWN OH 44502 USA
School District	5014 YOUNGSTOWN CSD		
Neighborhood	61200 South Side		
Use Code	680 Charities,Hospitals,Retir Home		
Acres	.00000		
Description			
LOT 61888 655.94 X 501.89 IRR REP OF YO CITY LOTS 61888 & OL 522			

Assessment Info		Current Value		Recent Transfer	
Board of Revision	N	Mkt Land Value	\$51,960	Valid Sale	N
Homestead/Disability	N	CAUV	\$0	# Parcels	1
Owner Occupied	N	Mkt Impr Value	\$5,261,700	Deed Type	RP-REPLAT
Divided Property	N	Total	\$5,313,660	Amount	\$0
New Construction	N	Current Tax		Sale Date	2/23/1998
Foreclosure	N	Annual Tax *	\$2.96	Conveyance	9999
Other Assessments	Y	Paid **	\$0.00	Deed #	
Front Ft.	0	Delq	\$0.00		

<< Previous Card Card 1 of 2 Next Card >>

680 Charities,Hospitals,Retir Home Building Section 001 Occupancy 001					
Year Built	2001	Year Remodel	0	Occupancy	High School (Entire)
# Stories	1	Story Height	12	Use Code	680
Section Area	16923	Perim/Shape	3		

680 Charities,Hospitals,Retir Home Building Section 002 Occupancy 001					
Year Built	2001	Year Remodel	0	Occupancy	High School (Entire)
# Stories	1	Story Height	11	Use Code	680
Section Area	17036	Perim/Shape	3		

Land							
Land Type	Acres	Square Ft.	Actual Frontage	Eff. Frontage	Depth	No Of Units	Value
A1Primary Site	3.46400	0	.00000	.00000		0	\$51,960

CAUV Land
No CAUV Land On This Property

Card - 1
Card - 2

Improvements					
IMPR Type	Description	Area	Length	Width	Year Built
Addition	Superstructure	288 SQ FT			
Addition	Superstructure	210 SQ FT			
Addition	Superstructure	1200 SQ FT			
Other Improvement	Fencing	135	0	0	2001

Attachment 7

Attachment 8

Attachment 9

FIVE YEAR FORECAST

FY18 - 5/18 submission
 IRN No.: 134072
 Type of School: Charter School

County: Mahoning

School Name: Youngstown Community School
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2013 through 2017, Actual and
the Fiscal Years Ending 2018 through 2022, Forecasted

	Actual					Forecasted				
	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Operating Receipts										
State Foundation Payments (3110, 3211)	\$2,503,955	\$2,471,899	\$2,703,889	\$2,657,706	\$2,556,081	\$2,806,788	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
Charges for Services (1500)	\$552	\$372	\$315	\$325	\$66	-	-	-	-	-
Fees (1300, 1600, 1700)	\$4,444	\$11,905	\$8,475	\$9,843	2,777	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190, 5300)	\$16,867	\$41,947	\$34,602	\$23,072	27,743	20,000	20,000	20,000	20,000	20,000
Total Operating Receipts	\$2,525,818	\$2,526,123	\$2,747,282	\$2,690,947	\$2,587,166	\$2,826,788	\$3,020,000	\$3,020,000	\$3,020,000	\$3,020,000
Operating Disbursements										
100 Salaries and Wages	\$1,921,023	\$1,771,500	\$1,782,294	\$1,851,202	\$1,940,235	\$1,992,825	\$2,029,246	\$2,089,671	\$2,151,908	\$2,216,012
200 Employee Retirement and Insurance Benefits	\$395,723	\$501,876	\$543,016	\$549,944	652,562	713,665	747,372	767,619	786,473	809,954
400 Purchased Services	\$933,260	\$896,026	\$868,240	\$941,354	871,736	915,718	943,190	971,485	1,000,630	1,030,649
500 Supplies and Materials	\$189,021	\$188,200	\$265,283	\$211,727	242,610	222,343	229,014	235,884	242,860	250,249
600 Capital Outlay - New	\$3,847	\$14,279	\$2,071	\$13,686	13,025	23,000	20,000	20,000	20,000	20,000
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-	-	-
800 Other	\$32,556	\$31,447	\$27,556	\$31,595	20,424	29,650	30,540	31,456	32,399	33,371
819 Other Debt	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$3,675,431	\$3,403,329	\$3,488,459	\$3,599,509	\$3,740,592	\$3,897,202	\$3,999,361	\$4,116,115	\$4,236,371	\$4,360,285
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (1,149,613)	\$ (877,206)	\$ (741,177)	\$ (908,562)	\$ (1,153,426)	\$ (1,070,414)	\$ (979,361)	\$ (1,096,115)	\$ (1,216,371)	\$ (1,340,235)
Nonoperating Receipts/(Disbursements)										
Federal Grants (all 4000 except fund 532)	\$738,646	\$819,744	\$833,874	\$857,181	734,914	785,349	785,349	785,349	785,349	785,349
State Grants (3200, except 3211)	\$8,065	\$5,732	\$7,126	\$7,259	7,105	7,200	7,200	7,200	7,200	7,200
Restricted Grants (3219, Community School Facilities Grant)	\$177,997	\$177,023	\$122,000	\$133,524	24,165	-	-	-	-	-
Donations (1820)	\$3,575	\$2,919	\$2,921	\$3,612	4,311	4,100	3,500	2,700	1,350	-
Interest Income (1400)	-	-	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$928,283	\$1,005,419	\$965,921	\$1,001,575	\$770,495	\$796,649	\$795,049	\$795,249	\$793,899	\$792,549
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ (221,330)	\$ 128,213	\$ 224,744	\$ 93,013	\$ (382,931)	\$ (273,765)	\$ (183,312)	\$ (300,866)	\$ (422,472)	\$ (547,686)
Fund Cash Balance Beginning of Fiscal Year	\$1,733,553	\$1,512,223	\$1,640,436	\$1,865,180	\$1,958,194	\$1,575,263	\$1,301,498	\$1,118,186	\$817,320	\$394,849
Fund Cash Balance End of Fiscal Year	\$1,512,223	\$1,640,436	\$1,865,180	\$1,958,194	\$1,575,263	\$1,301,498	\$1,118,186	\$817,320	\$394,849	\$ (152,837)

Assumptions

FIVE YEAR FORECAST

	Actual					Forecasted				
	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Staffing/Enrollment										
Total Student Enrollment	321	333	344	339	338	348	370	370	370	370
Instructional Staff	29	29	29	29	29	29	31	31	31	31
Administrative Staff	4	3	3	3	3	3	3	3	3	3
Other Staff	24	19	19	18	18	18	18	18	18	18
Purchased Services										
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 347,866.00	\$ -	\$ -	\$ -	\$ -
Utilities	-	-	-	-	-	72,800.00	-	-	-	-
Other Facility Costs	-	-	-	-	-	267,821.44	-	-	-	-
Insurance	-	-	-	-	-	17,200.00	-	-	-	-
Management Fee	-	-	-	-	-	-	-	-	-	-
Sponsor Fee	-	-	-	-	-	28,017.18	-	-	-	-
Audit Fees	-	-	-	-	-	21,000.00	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	9,700.00	-	-	-	-
Food Service	-	-	-	-	-	145,000.00	-	-	-	-
Legal	-	-	-	-	-	6,500.00	-	-	-	-
Marketing	-	-	-	-	-	500.00	-	-	-	-
Consulting	-	-	-	-	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 916,406.62	\$ -	\$ -	\$ -	\$ -
Receipts										
Opportunity Grant per FTE Student	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Targeted Assistance per FTE Student	-	-	-	-	-	-	-	-	-	-
<-3 Literacy Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Econ Disadvantaged Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Career Tech Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Gifted Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
EP Funding	-	-	-	-	-	-	-	-	-	-
State Special Education Funding	-	-	-	-	-	-	-	-	-	-
Transportation Funding	-	-	-	-	-	-	-	-	-	-
Facilities Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Food Services Receipts per FTE Student	-	-	-	-	-	256,645.00	-	-	-	-
Title I Allocation per Eligible FTE Student	-	-	-	-	-	351,773.70	-	-	-	-
Title II-A Allocation per Eligible FTE Student	-	-	-	-	-	35,676.75	-	-	-	-
Title VI-B (IDEA B) Funding	-	-	-	-	-	64,225.08	-	-	-	-
USDOE Competitive Grants	-	-	-	-	-	-	-	-	-	-
IDE Competitive Grants	-	-	-	-	-	-	-	-	-	-
F-Rate Grants	-	-	-	-	-	-	-	-	-	-
Board Philanthropic Grants	-	-	-	-	-	-	-	-	-	-
Foundation Grants	-	-	-	-	-	-	-	-	-	-
Other Grants	-	-	-	-	-	77,028.47	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,028.47	\$ -	\$ -	\$ -	\$ -
Disbursements										
Instruction Percentage of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Admin/Operations Percentage of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Instruction Supplies/Tech per FTE Student	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Instruction Supplies/Tech per Teacher	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inflation Adjustment for Instruction Staff	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

FIVE YEAR FORECAST

	Actual					Forecasted				
	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Inflation Adjustment for Admin/Ops Staff	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Inflation Adjustment for Instruction Sup/Tech	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Inflation Adjustment for Admin/Ops Sup/Tech	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
One-Time Facilities/Utilities Improvements	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Sponsor Fees (% of State Foundation)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Unrestricted Expenses / Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Financial Metrics										
Debt Service Payments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Debt Service Coverage	XXXX	3.74%	3.30%	-1.45%	-0.29%	2.86%	6.32%	0.00%	0.00%	0.00%
Growth in Enrollment	XXXX	271.17%	-85.50%	560.85%	-4.83%	76.59%	-13.04%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	XXXX	0.01%	8.75%	-2.05%	-3.86%	9.26%	6.84%	0.00%	0.00%	0.00%
Growth in Operating Receipts	XXXX	8.31%	-3.93%	3.69%	-23.07%	3.39%	-0.08%	-0.10%	-0.17%	-0.17%
Days of Cash	0.47	0.44	0.47	0.52	0.52	0.40	0.33	0.27	0.19	0.09

Assumptions Narrative Summary

Enrollment	9% then 0%	FY19 will have a 9% increase due to adding adding 8th grade. In FY20-FY22 we project a 0% increase.
Salaries	3%	Salaries include a 3% increase.
Benefits	11%	Hospitalization includes an 3% increase.
State Foundation Payments	7% then 0%	Foundation increases in FY19 due to adding 8th grade, then FY20-FY22 we project a 0% increase. FY15, 16 & 17 Foundation went down and we have had years where we haven't had increases in Foundation, so we always project a 0% increase.
Rent	0%	We expect our rent to stay the same.
Sponsor Fee	0%	The sponsor fee will stay steady at 3%.
Food Services	3%	Food Services expenses will increase at least 3%. We don't collect any breakfast and lunch money from our families because we have a free breakfast & lunch program (6th year). We are in an advanced purchasing group to keep expenses down.
All other Purchased Services Expenses	3%	We budget a 3% increase for purchase services. All other expenses are increased 3%.

Attachment 10

Your Summary of Benefits



Mahoning County School Employees Insurance Consortium
Blue Access® (PPO)
Effective 07/01/2017

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$300/\$600	\$600/\$1,200
Coinsurance Limit (Single/Family)	\$500/\$1,000	\$1,250/\$2,500
Out-of-Pocket Limit (Single/Family)(includes deductible, medical & Rx copayments and coinsurance)	\$7,150/\$14,300	Unlimited
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP) Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> o allergy injections (PCP and SCP) o allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products 	\$10/\$25 10% 10% 10%	30% 30% 30% 30%
Preventive Care Services <ul style="list-style-type: none"> o Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, and Hearing screenings. 	No cost share	30%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> o facility/other covered services (copayment waived if admitted) Urgent Care Center Services <ul style="list-style-type: none"> o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products o Allergy injections o Allergy testing 	\$100/10% \$25 10% 10% 10%	\$100/10% 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	10%	30%
Blue 9		

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> Unlimited days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 120 days for skilled nursing facility 	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	10%	30%
Other Outpatient Services including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined) Durable Medical Equipment Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	10% 10%	30% 10%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation Unlimited Pulmonary Rehabilitation Unlimited Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 36 visits Speech therapy: 20 visits 	10% 10%	30% 30%
Accidental Dental: Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse¹ <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	Benefits provided in accordance with Federal Mental Health Parity	30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	10%	30%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals- (Generic, Brand Formulary, Brand Non formulary, Specialty)		
<ul style="list-style-type: none"> o Network Retail Pharmacies: Up to 30 days: Up to 90 days: o Home Delivery Service: (90-day supply) 	\$5/\$25/\$50/\$100 (Specialty) \$12.50/\$62.50/\$125/Specialty N/A \$12.50/\$62.50/\$125/ \$100(Specialty 30 day supply)	25% Not covered
** Member may be responsible for additional cost when not selecting the available generic drug.		
** Prilosec OTC/omeprazole	No cost share	
**Medicare Rx - Wrap		

Notes:

- o All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum.
- o Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%.
- o Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums do accumulate toward each other.
- o Dependent Age: to end of the month which the child attains age 26
- o Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- o No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- o PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- o SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- o Live Health Online (LHO) is covered at the PCP costshare.
- o Benefit period = calendar year
- o Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- o Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- o Private Duty Nursing – unlimited visits/Calendar Year
- o Plan to cover surgical treatment of morbid obesity, medical, \$30,000 Lifetime.
- o Plan to cover Rx for surgical treatment of morbid obesity.
- o Plan to cover sexual dysfunction, medical and Rx.
- o Exclude elective abortions
- o 4th qtr. Deductible carryover applies.

¹ We encourage you to review the Schedule of Benefits for limitations.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Benefit Booklet, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Your Summary of Benefits
Mahoning County School Employees Insurance Consortium (MCSEIC)
Anthem Dental Complete



WELCOME TO YOUR DENTAL PLAN!

This benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your employee benefits booklet.

Dental coverage you can count on

Your Anthem dental plan lets you visit any licensed dentist or specialist you want - with costs that are normally lower when you choose one within our large network.

Savings beyond your dental plan benefits - you get more for your money.

You pay our negotiated rate for covered services from in-network dentists even if you exceed your annual benefit maximum.

YOUR DENTAL PLAN AT A GLANCE		In-Network	Out-of-Network	
Annual Benefit Maximum * Per insured person	Calendar Year	\$1,000	\$1,000	
D&P applies to Annual Maximum		Yes	Yes	
Orthodontic Lifetime Benefit Maximum * Per eligible insured person		\$1,500	\$1,500	
Annual Deductible (The Deductible does not apply to Orthodontic Services) * Per insured person * Family maximum	Calendar Year *4th Quarter Deductible Carry Over Applies*	\$25 3X Individual	\$25 3X Individual	
Deductible Waived for Diagnostic/Preventive Services		Yes	Yes	
Out-of-Network Reimbursement Options:		90th percentile		
Dental Services		In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
Diagnostic and Preventive Services * Periodic oral exam * Teeth cleaning (prophylaxis) * Bitewing X-rays: 2X per 12 months * Intraoral X-rays		100% Coinsurance	100% Coinsurance	No Waiting Period
Basic Services * Amalgam (silver-colored) Filling * Front composite (tooth-colored) Filling * Back composite Filling, Alternated to Amalgam Benefit * Simple Extractions		80% Coinsurance	80% Coinsurance	No Waiting Period
Endodontics * Root Canal		80% Coinsurance	80% Coinsurance	No Waiting Period
Periodontics * Scaling and root planing		80% Coinsurance	80% Coinsurance	No Waiting Period
Oral Surgery * Surgical Extractions		80% Coinsurance	80% Coinsurance	No Waiting Period
Major Services * Crowns		50% Coinsurance	50% Coinsurance	No Waiting Period
Prosthodontics * Dentures * Bridges * Dental implants Not Covered		50% Coinsurance	50% Coinsurance	No Waiting Period
Prosthetic Repairs/Adjustments		80% Coinsurance	80% Coinsurance	No Waiting Period
Orthodontic Services * Adults & Dependent Children		60% Coinsurance	60% Coinsurance	No Waiting Periods

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your employee benefits booklet. In the event of a discrepancy between the information in this summary and the employee booklet, the employee booklet will prevail.

Emergency dental treatment for the International traveler

As an Anthem dental member, you and your eligible, covered dependents automatically have access to the International Emergency Dental Program.** With this program, you may receive emergency dental care from our listing of credentialed dentists while traveling or working nearly anywhere in the world.

** The International Emergency Dental Program is managed by DeCare Dental, which is an independent company offering dental-management services to Anthem Blue Cross Life and Health Insurance Company

Finding a dentist is easy.

To select a dentist by name or location:

- Go to anthem.com/mydentalvision or the website listed on the back of your ID card.
- Call the toll-free customer service number listed on the back of your ID card.

TO CONTACT US:

Call	Write
Refer to the toll-free number indicated on the back of your plan ID card to speak with a U.S.-based customer service representative during normal business hours. Calling after hours? We may still be able to assist you with our interactive voice-response system.	Refer to the back of your plan ID card for the address.

Limitations & Exclusions

<p>Limitations – Below is a partial listing of dental plan limitations when these services are covered under your plan. Please see your certificate of coverage for a full list.</p> <p>Diagnostic and Preventive Services Oral evaluations (exam) Limited to two per Calendar Year Teeth cleaning (prophylaxis) Limited to two per Calendar Year Intraoral X-rays, single film Limited to four films per 12-month period Complete series X-rays (panoramic or full-mouth) Coverage Every 3 Years Topical fluoride application Limited to once every 12 months Sealants Limited to one per tooth every 36 months; sealants covered under Preventive Services.</p> <p>Basic and/or Major Services Crowns Limited to once per tooth in a five-year period Fixed or removable prosthodontics – dentures, partials, bridges Covered once in a five-year period, benefits are provided for the replacement of an existing bridge, denture or partial for members. Inlays/Onlays Limited to once per tooth in a five-year period. Refine/Rebase of Dentures Covered every 36 months.</p> <p>Brush Biopsy Not Covered</p> <p>ADDITIONAL LIMITATION FOR ORTHODONTIC SERVICES Orthodontia Limited to one course of treatment per member per lifetime</p>	<p>Exclusions – Below is a partial listing of noncovered services under your dental plan. Please see your certificate of coverage for a full list.</p> <p>Services provided before or after the term of this coverage Services received before your effective date or after your coverage ends, unless otherwise specified in the employee benefits booklet</p> <p>Orthodontics (unless included as part of your dental plan benefits) Orthodontic braces, appliances and all related services</p> <p>Cosmetic dentistry Services provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist</p> <p>Drugs and medications Intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care</p> <p>Analgesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.</p> <p>Extractions - Surgical removal of third molars (wisdom teeth) that do not exhibit symptoms or impact the-year p oral health of the member</p>
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The in-network dental providers mentioned in this communication are independently contracted providers who exercise independent professional judgment. They are not agents or employees of Anthem Blue Cross Life and Health Insurance Company.

Choice of dentists

While your dental plan lets you choose any dentist, you may end up paying more for a service if you visit an out-of-network dentist.

Here's why:

In-network dentists have agreed to payment rates for various services and cannot charge you more. On the other hand, out-of-network dentists don't have a contract with us and are able to bill you for the difference between the total amount we allow to be paid for a service – called the "maximum allowed amount" – and the amount they usually charge for a service. When they bill you for this difference, it's called "balance billing."

How Anthem dental decides on maximum allowed amounts

For services from an out-of-network dentist, the maximum allowed amount is determined in one of the following ways:

- Out-of-network dental fee schedule/rate developed by Anthem, which may be updated based on such things as reimbursement amounts accepted by dentists contracted with our dental plans, or other industry cost and usage data
- Information provided by a third-party vendor that shows comparable costs for dental services
- In-network dentist fee schedule

Here's an example of higher costs for out-of-network dental services

This is an example only. Your experience may be different, depending on your insurance plan, the services you receive and the dentist who provides the services.

Ted gets a crown from an out-of-network dentist, who charges \$1,200 for the service and bills Anthem for that amount.

Anthem's maximum allowed amount for this dental service is \$800. That means there will be a \$400 difference, which the dentist can "balance bill" Ted.

Since Ted will also need to pay \$400 coinsurance, the total he'll pay the out-of-network dentist is \$800.

Here's the math:

- Dentist's charge: \$1,200
- Anthem's maximum allowed amount: \$800
- Anthem pays 50%: \$400
- Ted pays 50% (coinsurance): \$400
- Balance Ted owes the provider: $\$1,200 - \$800 = \$400$
- Ted's total cost: \$400 coinsurance + \$400 provider balance = \$800

In the example, if Ted had gone to an in-network dentist, his cost would be only \$400 for the coinsurance because he would not have been "balance billed" the \$400 difference.

Dental Benefit - Alternate Plan Option
 Proposed Effective Date: 07/01/2018

	Anthem/Current Plan		Anthem/Alternate Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Coinsurance (Percent Paid by Plan):				
Deductible (Single/Family):	\$25 / \$75	\$25 / \$75	\$25 / \$75	\$25 / \$75
Annual Maximum:	\$1,000	\$1,000	\$1,500	\$1,500
Services that Apply to Annual Maximum:	All services except Orthodontia	All services except Orthodontia	All services except Preventive & Orthodontia	All services except Preventive & Orthodontia
Annual Maximum Carryover:	Not Included	Not Included	Up to \$250 per year, not to exceed \$1,000	Up to \$250 per year, not to exceed \$1,000
Diagnostic/Routine/Preventive:	100%	100%	100%	100%
Extra Cleanings for Pregnant & Diabetic:	Not Covered	Not Covered	Covered at 100%	Covered at 100%
Basic Restorative Services:	80%	80%	80%	80%
Brush Biopsy:	Not Covered	Not Covered	Covered at 80%	Covered at 80%
Filling:	Amalgam at 80%	Amalgam at 80%	Composite at 80%	Composite at 80%
Endodontics:	80%	80%	80%	80%
Periodontics:	80%	80%	80%	80%
Major Services:	50%	50%	50%	50%
Dental Implants:	Not Covered	Not Covered	Covered at 50%	Covered at 50%
Orthodontics (Covers all Members):	60%	60%	60%	60%
Orthodontics Lifetime Maximum:	\$1,500	\$1,500	\$1,500	\$1,500

This information is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This information is not a contract and offers no contractual obligation on behalf of GBS. Policy forms and your reference will be made available upon request.

**WELCOME TO
BLUE VIEW VISION!**

Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!



Blue View VisionSM

Your Blue View Vision network

Anthem Blue Cross and Blue Shield vision members have access to one of the nation's largest vision networks. Blue View Vision is the only vision plan that gives members the ability to use their in-network benefits at 1-800 CONTACTS, or choose a private practice eye doctor, or go in store to LensCrafters®, Sears OpticalSM, Target Optical®, JCPenney® Optical and most Pearle Vision® locations.

Out-of-network: If you choose to, you may receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement of your out-of-network allowance. In-network benefits and discounts will not apply.

YOUR BLUE VIEW VISION PLAN AT-A-GLANCE

VISION PLAN BENEFITS

Routine eye exam once every 12 months

IN-NETWORK

\$15 copay

OUT-OF-NETWORK

\$15 allowance

Eyeglass frames

Once every 12 months you may select an eyeglass frame and receive an allowance toward the purchase price

\$100 allowance, then 20% off any remaining balance

\$30 allowance

Eyeglass lenses (Standard)

Once every 12 months you may receive any one of the following lens options:

- o Standard plastic single vision lenses (1 pair)
- o Standard plastic bifocal lenses (1 pair)
- o Standard plastic trifocal lenses (1 pair)
- o Standard plastic lenticular lenses (1 pair)

\$0 copay
\$0 copay
\$0 copay
\$0 copay

\$10 allowance
\$20 allowance
\$30 allowance
\$40 allowance

Eyeglass lens enhancements

When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.

- o Transitions® Lenses (for a child under age 19)
- o Standard Polycarbonate (for a child under age 19)
- o Factory Scratch Coating

\$0 copay
\$0 copay
\$0 copay

No allowance on lens enhancements when obtained out-of-network

Contact lenses – once every 12 months

- Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.
- o Elective Conventional Lenses; or
 - o Elective Disposable Lenses; or
 - o Non-Elective Contact Lenses

\$100 allowance, then 15% off any remaining balance

\$100 allowance (no additional discount)

\$200 allowance (no additional discount)

\$40 allowance

\$40 allowance

\$75 allowance

Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.

BLUE VIEW VISION MEMBER EXCLUSIVE!

You may use your in-network benefit to order your contact lenses from 1-800 CONTACTS.

1-800 CONTACTS offers a huge in-stock inventory, unbeatable prices, outstanding customer service and free shipping.

Just call 1-800 CONTACTS or go to 1800contacts.com for fast and easy ordering of your contact lenses.

EXCLUSIONS & LIMITATIONS (not a comprehensive list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.

Excess Amounts. Amounts in excess of covered vision expense.

Sunglasses. Sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS ONLY

**In-network Member Cost
(after any applicable copay)**

Retinal Imaging - at member's option can be performed at time of eye exam

Not more than \$39

Eyeglass lens upgrades

When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

- o Transitions¹ lenses (Adults) \$75
- o Standard Polycarbonate (Adults) \$40
- o Tint (Solid and Gradient) \$15
- o UV Coating \$15
- o Progressive Lenses¹
 - o Standard \$65
 - o Premium Tier 1 \$85
 - o Premium Tier 2 \$95
 - o Premium Tier 3 \$110
- o Anti-Reflective Coating²
 - o Standard \$45
 - o Premium Tier 1 \$57
 - o Premium Tier 2 \$68
- o Other Add-ons and Services 20% off retail price
- o Complete Pair 40% off retail price
- o Eyeglass materials purchased separately 20% off retail price
- o Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc. 20% off retail price

Additional Pairs of Eyeglasses

Anytime from any Blue View Vision network provider

Eyewear Accessories

Contact lens fit and follow-up

A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.

- o Standard contact lens fitting³ Up to \$55
- o Premium contact lens fitting⁴ 10% off retail price

Conventional Contact Lenses

- o Discount applies to materials only 15% off retail price

SOME OF THE ADDITIONAL SAVINGS AVAILABLE THROUGH OUR SPECIAL OFFERS PROGRAM

1-800 CONTACTS

After your benefits for the coverage period have been used, you can save on contact lenses with this offer.⁵

- o For this and other great offers, login to member services, select discounts, then Vision, Hearing & Dental **Save \$20 on orders of \$100 or more and get free shipping**
- o For this offer and more like it, login to member services, select discounts, then Vision, Hearing & Dental **Discount per eye**

Laser vision correction surgery

LASIK refractive surgery.

¹ Please ask your provider for his/her recommendation as well as the progressive brands by tier.

² Please ask your provider for his/her recommendation as well as the coating brands by tier.

³ A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

⁴ A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

⁵ Discount cannot be used in conjunction with your covered benefits.

OUT-OF-NETWORK

If you choose an out-of-network provider, please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. When visiting an out-of-network provider, discounts do not apply and you are responsible for payment of services and/or eyewear materials at the time of service.

To Fax: 866-293-7373
 To Email: oonclaims@eyewearspecialoffers.com
 To Mail: Blue View Vision
 Attn: OON Claims
 P.O. Box 8504
 Mason, OH 45040-7111

Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network. If you have questions about your benefits or need help finding a provider, visit anthem.com or call us at 1-866-723-0515.

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. Discounts referenced are not covered benefits under this vision plan and therefore are not included in the member's policy. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan. Frame discounts may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Discounts are subject to change without notice. This benefit overview is only one piece of your entire enrollment package.

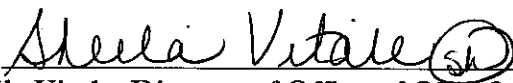
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OHIO DEPARTMENT OF EDUCATION
Agency Approvals/Denials

Description:	Agreement between ODE, Office of OSS, and Youngstown Community School
Date:	6/27/2019

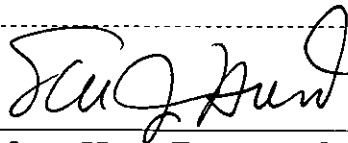
Description:

APPROVE
 DISAPPROVE

Sheila Vitale 
Sheila Vitale, Director of Office of Ohio School Sponsorship

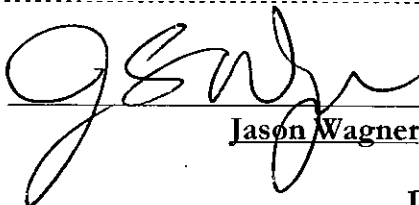
Date June 27, 2019

APPROVE
 DISAPPROVE

Scott Hunt 
Scott Hunt, Executive Director of Field Relations

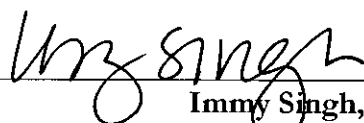
Date 6-27-19

APPROVE
 DISAPPROVE

Jason Wagner 
Jason Wagner, Assistant Legal Counsel

Date 6-27-19

APPROVE
 DISAPPROVE

Immy Singh 
Immy Singh, ODE Chief Legal Counsel

Date 7-11-19

Internal Office Use Only:

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