

# **MASTER CONTRACT**

**The Community School Contract entered into by the  
Governing Authority of Sciotoville Community School and  
the Thomas B. Fordham Foundation**

---

## TABLE OF CONTENTS

<u>Contract section</u>	<u>Page number</u>
<u>Article I.</u> Purpose	3
<u>Article II.</u> Term	3
<u>Article III.</u> Responsibilities of the GOVERNING AUTHORITY	4
<u>Article IV.</u> Responsibilities of the SPONSOR	16
<u>Article V.</u> Compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Improvement Act of 2004	17
<u>Article VI.</u> School Facilities and Property; Site Visits	18
<u>Article VII.</u> Letter of Approval to Operate	18
<u>Article VIII.</u> Probationary Status	19
<u>Article IX.</u> Suspension of Operation	20
<u>Article X.</u> Expiration/Termination of Contract	22
<u>Article XI.</u> Contract-Termination Contingencies	24
<u>Article XII.</u> Governing Law	25
<u>Article XIII.</u> Limitation on Liability/Disclaimer of Liability/Covenant against Suit	25
<u>Article XIV.</u> Assignment	26
<u>Article XV.</u> Amendments or Modifications	26
<u>Article XVI.</u> Severability	26
<u>Article XVII.</u> Every Student Succeeds Act	27
<u>Article XVIII.</u> Dispute-Resolution Procedure	27
<u>Article XIX.</u> Discrimination Policy	27
<u>Article XX.</u> Entire Agreement	27
<u>Article XXI.</u> Notice	28
<u>Article XXII.</u> Nonwaiver	28
<u>Article XXIII.</u> Force Majeure	29
<u>Article XXIV.</u> No Third-Party Rights	29
<u>Article XXV.</u> Nonagency	29
<u>Article XXVI.</u> Statement of Assurances for Start-Up Schools	30
<u>Exhibit 1.</u> Education Plan	31
<u>Exhibit 2.</u> Financial Plan	43
<u>Exhibit 3.</u> Governance Plan	53
<u>Exhibit 4.</u> Academic and Organizational Accountability Plan	75
<u>Exhibit 5.</u> Letter of Approval to Operate	78
<u>Exhibit 6.</u> Statement of Assurances for Start-Up Schools	80
<u>Exhibit 7.</u> Roster of Governing Authority	82
<u>Exhibit 8.</u> Related-Party Disclosure Form	83
<u>Exhibit 9.</u> Facilities Addendum	85
<u>Exhibit 10.</u> Blended-Learning Requirements	86

## COMMUNITY SCHOOL CONTRACT

---

This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective July 1, 2022, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of Sciotoville Community School (SCS), located at 224 Marshall St., Portsmouth, OH 45662 (hereinafter the “Community School”).

The names and business addresses of the individuals who currently make up the GOVERNING AUTHORITY of the Community School, which is responsible for carrying out the provisions of this Contract, are attached hereto as Exhibit 7.

### **Article I. Purpose**

The purpose of this Contract is to ensure that the Community School provides a high-quality education to its students and contributes significantly to Ohio’s effort to provide high-quality education options to needy children via a strong community school program.

This Contract authorizes the continued operation of the Community School pursuant to Chapter 3314 of the Code. Such school shall be a public school, independent of the Portsmouth City School District and part of the state education program. Pursuant to Code Section 3314.01, the Community School may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the school. The GOVERNING AUTHORITY of the Community School may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Chapter 3314 of the Code, other statutes applicable to community schools, and the terms of this Contract. The Community School is educating children in grades or age-equivalent grade levels Kindergarten through twelve.

In approving this Contract, the SPONSOR voluntarily exercises powers given to it to sponsor community schools. Nothing in this Contract shall be deemed to be any waiver of the SPONSOR’s autonomy or powers.

The Community School may not use the name of the SPONSOR or any assumed name, trademark, division, or affiliation of the SPONSOR in any of the Community School’s or the GOVERNING AUTHORITY’s promotional advertising, contracts, or other materials without the SPONSOR’s prior written consent, except that the Community School or the GOVERNING AUTHORITY may include the following statement in such materials: “Sciotoville Community School is sponsored by the Thomas B. Fordham Foundation.”

### **Article II. Term**

The term of this Contract shall be for a period of three years, commencing July 1, 2022, and ending June 30, 2025 (the “Term”)—provided, however, that the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract. This Contract may be renewed by the parties hereto in accordance with the requirements of Section 3314.03(E) of the Code. This Contract is not valid and binding until executed by both parties.

**COMMUNITY SCHOOL CONTRACT**

No later than November 30 in the calendar year prior to expiration of this Contract, unless such date is waived by the SPONSOR at its sole discretion, the GOVERNING AUTHORITY shall provide to the SPONSOR the application to renew this Contract (the "Renewal Application"). The Renewal Application shall contain the following:

1. A report of the progress of the Community School in achieving the educational objectives set forth in the charter
2. A detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the Community School that will allow a comparison of such costs to other schools, both public and private
3. Copies of each of the Annual Reports of the Community School, including the Ohio Department of Education report cards for the Community School and the certified financial statements
4. Evidence of parent and student satisfaction
5. Such other material and information as required by the SPONSOR

When considering Contract renewal, the SPONSOR will examine the Community School's performance during the term of this Contract. The SPONSOR will examine with particularity the Community School's fidelity to Exhibit 1 (Education Plan) and the school's performance against the requirements of Exhibit 4 (Academic and Organizational Accountability Plan).

The renewal or nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of nonrenewal of this Contract, and in accordance with Code Section 3314.07, the SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application by January 15 in the year in which the Sponsor intends to take action not to renew the Contract. In the event that renewal is not approved, then the parties to this Contract shall fulfill their respective obligations hereunder to the end of the term pursuant to Articles II and XI of this Contract. Notwithstanding any obligations pursuant to Article X, once the GOVERNING AUTHORITY has received notice of a nonrenewal decision, the GOVERNING AUTHORITY is free to contact other sponsors within the state if permitted to do so under Code Section 3314.07(B)(5). In the event that the Renewal Application is granted, the SPONSOR may enter into a proposed Contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a Renewal Application.

If the GOVERNING AUTHORITY of the Community School does not intend to renew the Contract with the SPONSOR, the GOVERNING AUTHORITY of the Community School shall notify the SPONSOR in writing of that fact at least one hundred eighty (180) days prior to the expiration of the Contract pursuant to Article X of this Contract. The GOVERNING AUTHORITY of the Community School may enter into a Contract with a new SPONSOR in accordance with Code Section 3314.03 upon the expiration of this Contract.

**Article III. Responsibilities of the GOVERNING AUTHORITY**

The GOVERNING AUTHORITY agrees to comply with provisions established under Chapter 3314 of the Code applicable to community schools. Pursuant to and in accordance with

**COMMUNITY SCHOOL CONTRACT**

Code Sections 3313.131 and 3314.02(E), all members of the GOVERNING AUTHORITY must be eligible to serve in such capacity.

In accordance with Code Section 3314.03, the Community School agrees that it will remain in good standing as a nonprofit, public-benefit corporation pursuant to Chapter 1702 of the Code for the entire term of this Contract.

The Community School shall be located within the Portsmouth City School District.

In accordance with Code Section 3314.05(B)(5), the GOVERNING AUTHORITY agrees that any facility used for a community school shall meet all health and safety standards established by law for school buildings and agrees to remain compliant with all health and safety standards established by law for school buildings for the entire term of this Contract. The GOVERNING AUTHORITY agrees, in the event the Community School wishes to change locations and/or facilities, to acquire a new Letter of Approval pursuant to Article VII of this Contract.

The GOVERNING AUTHORITY agrees that it shall notify the SPONSOR immediately as to any of the following: any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance; any allegation that the GOVERNING AUTHORITY or the lessor has breached any lease, deed, or other land-use agreement concerning the physical plant; and any proposal to move the Community School from its current location specified in this Contract to another location or from its current facility to another.

The GOVERNING AUTHORITY represents that its Commercial General Liability policy expressly covers Corporal Punishment Liability and Athletic Participation Medical Liability. In addition to any existing insurance policies, the GOVERNING AUTHORITY agrees to negotiate in good faith with the SPONSOR to determine the types and amounts of other insurance policies that it shall acquire and maintain in place. At a minimum, however, the GOVERNING AUTHORITY agrees to maintain insurance policies for the following types and amounts of coverage: commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; automobile liability insurance of one million dollars (\$1,000,000); employee-dishonesty insurance with limits of five hundred thousand dollars (\$500,000); and educators legal liability insurance (which shall include coverage of trustees and officers of the Community School) with limits of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. The GOVERNING AUTHORITY agrees to take all appropriate action to ensure that the SPONSOR is listed as an additional named insured on each of these insurance policies.

No later than fifteen (15) days following the date of this Contract, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall contain a provision requiring notice to the SPONSOR at least thirty (30) days in advance of any material change, nonrenewal, or termination to the attention of President, the Thomas B. Fordham Foundation, 1016 16<sup>th</sup> Street NW, 8<sup>th</sup> Floor, Washington, D.C. 20036, or such other address designated by the SPONSOR, with copies to the Thomas B. Fordham Foundation, 130 West

**COMMUNITY SCHOOL CONTRACT**

Second Street, Suite 410, Dayton, Ohio 45402, Attn: Vice President for Sponsorship, and to Thomas A. Holton/Tami Kirby, Porter, Wright, Morris & Arthur LLP, Suite 1600, One South Main Street, Dayton, Ohio 45402-2028.

To the fullest extent permitted by law, the GOVERNING AUTHORITY and Community School shall indemnify, defend, and hold harmless the SPONSOR and any successor entity thereto and their respective members, officers, directors, trustees, employees, agents, affiliates, and representatives, past and present (collectively “the Sponsor Indemnitees”), from and against any and all liabilities, losses, penalties, damages, and expenses, including costs and attorney fees arising out of all claims, liens, demands, suits, liabilities, and injuries (personal or bodily) of every kind, nature, and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy, or use of the property by the GOVERNING AUTHORITY, Community School, and its faculty, students, patrons, employees, guests, or agents; (ii) any act or omission to act, whether negligent, willful, wrongful, or otherwise, by the GOVERNING AUTHORITY, Community School, and its faculty, officers, students, patrons, employees, guests, or agents; or (iii) a violation of any law, statute, code, ordinance, or regulation by the GOVERNING AUTHORITY, Community School, and its faculty, officers, students, patrons, employees, subcontractors, guests, or agents and/or any breach, default, violation, or nonperformance by the GOVERNING AUTHORITY or Community School of any term, covenant, condition, duty, or obligation provided in this Contract.

These indemnification, defense, and hold-harmless obligations shall survive the termination of this Contract. Notwithstanding the expiration, termination, or nonrenewal of this Contract, the GOVERNING AUTHORITY and Community School agree that the insurance-coverage requirements under this Article and the duty to indemnify described herein shall continue in force and effect with respect to any claim, action, expense (including attorney fees), damage, or liability arising out of, connected with, or resulting from the operation of the Community School by the GOVERNING AUTHORITY until such claim, action, expense (including attorney fees), damage, or liability is barred by any applicable statute of limitation. Any indemnified parties shall have the right, at their own expense, to participate in the defense of any suit without relieving the indemnifying party of any of its obligations hereunder.

The GOVERNING AUTHORITY shall request a Bureau of Criminal Identification and Investigation (“BCI&I”) criminal-records check for each newly elected and/or appointed GOVERNING AUTHORITY member. If any member fails to pass the criminal-records check, their appointment to the GOVERNING AUTHORITY shall be void. The results of each criminal-records check for the GOVERNING AUTHORITY members or a summary thereof, shall be provided to the SPONSOR upon request.

In accordance with Code Section 3319.39, the GOVERNING AUTHORITY shall request a BCI&I criminal-records check with respect to teachers and any applicant who has applied to the Community School for employment in any position involving the care, custody, or control of a child. Any such applicants shall not be hired until the GOVERNING AUTHORITY receives a favorable criminal-records check for that applicant from BCI&I.

**COMMUNITY SCHOOL CONTRACT**

Upon request of the SPONSOR, the GOVERNING AUTHORITY shall promptly provide proof of occupancy, fire inspection, health and safety inspection, lease or purchase verification, construction plans, liability insurance, BCI&I record checks of all staff, and valid teaching certification of staff. Proof of occupancy shall be satisfied by the GOVERNING AUTHORITY providing to the SPONSOR any permanent, interim, or temporary certificate of occupancy issued by the government agency having jurisdiction over the same. Proof of teacher certification shall be satisfied by the GOVERNING AUTHORITY providing to the SPONSOR any temporary or permanent teaching certificate/license issued by the Ohio Department of Education.

In accordance with Code Section 3314.03(A)(10), the GOVERNING AUTHORITY agrees to hire classroom teachers who are licensed in accordance with Sections 3319.22 to 3319.31 of the Code and may employ other persons as necessary to carry out and fulfill its mission pursuant to Section 3314.01(B) of the Code. In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY hereby represents that all individuals who teach in the Community School during the term of this Contract shall (i) hold a license to teach in a public school in Ohio under Sections 3319.22 to 3319.31 of the Code; (ii) be otherwise permitted by law to teach in an Ohio community school by rule or statute; or (iii) be in the process of obtaining a license to teach in a public school in Ohio under the conditional or alternative path to licensure set forth under Ohio law. The GOVERNING AUTHORITY represents that any individual teaching at the Community School under this option shall complete the conditional or alternative path to licensure not later than two (2) years after beginning to teach at the Community School. The Community School may engage noncertified persons to teach up to twelve (12) hours or forty hours per week pursuant to Section 3319.301 of the Code. The requirement of certification or licensure may be fulfilled by obtaining either a teaching certificate/license or temporary teaching certificate/license issued by the Ohio Department of Education.

In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY represents that any individual who provides a service other than teaching to students at the Community School, and for which a license is required under Ohio law, shall have the appropriate license to provide the service in Ohio.

In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student without legitimate excuse. In accordance with Code Section 3314.03(A)(11)(a), the Community School shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year. In accordance with Code Sections 3314.03(A)(27) and (28), the Community School's attendance and participation policies will be available for public inspection and the Community School's attendance and participation records will be made available to the Ohio Department of Education, the state auditor, and the SPONSOR to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, any regulations promulgated under that act, and Section 3319.321 of the Code.

**COMMUNITY SCHOOL CONTRACT**

In accordance with Code Section 3314.03(A)(11)(c), the Community School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations and will not be operated by a sectarian school or religious institution.

In accordance with Code Section 3314.03(A)(11)(d) and Code Section 3314.03(A)(11)(l), the GOVERNING AUTHORITY shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.238, 3319.318, 3319.321, 3319.39, 3319.391, 3319.393, 3319.41, 3319.46, 3320.01, 3320.02, 3320.03, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Code as if it were a school district and will comply with Section 3301.0714 of the Code in the manner specified in Section 3314.17 of the Code.

In accordance with Code Section 3314.03(A)(11)(e), the GOVERNING AUTHORITY shall comply with Chapter 102 and Section 2921.42 of the Code.

In accordance with Code Section 3314.03(A)(11)(h), the GOVERNING AUTHORITY shall comply with Section 3313.801 as if it were a school district.

In accordance with Code Section 3365.03, the GOVERNING AUTHORITY shall ensure that academically qualified students are permitted to participate in the College Credit Plus program.

In accordance with Code Section 3314.03(A)(25), the Community School will open for operation not later than September 30. The Community School and the GOVERNING AUTHORITY will comply with Code Section 3314.50 prior to the Community School's start of operations as a community school, as applicable. In its initial year of operation, if the Community School fails to open by September 30, or within one year after the adoption of the contract pursuant to Code Section 3314.02(D) if the mission of the school is solely to serve dropouts, the contract shall be void.

To the extent required by Code Section 3314.03, the Community School, unless it is an e-school or a school in which a majority of the enrolled students are children with disabilities, shall comply with Code Section 3313.6021 and Code Section 3313.6023 as if it were a school district.

If the Community School operates as a preschool program that is licensed by the Department under Code Sections 3301.52 to 3301.59, the Community School shall comply with Code Sections 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the State Board of Education under R.C. 3301.53.

**COMMUNITY SCHOOL CONTRACT**

If the Community 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 Community School will pay teachers based upon performance in accordance with Code Section 3317.141 and will comply with Code Section 3319.111 as if it were a school district.

In accordance with Code Section 3314.03(A)(31), if the GOVERNING AUTHORITY contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the GOVERNING AUTHORITY and any other operator of the Community School with which the Community School has contracted.

In accordance with Code Section 3314.03(A)(32), the GOVERNING AUTHORITY shall adopt an enrollment and attendance policy that requires the parents of the students enrolled at the Community School to notify the Community School when there is a change in the location of the parent’s or student’s primary residence.

In accordance with Code Section 3314.03(A)(33), the GOVERNING AUTHORITY shall adopt a student residence and address verification policy for students enrolling in or attending the Community School.

In accordance with Code Section 3314.035, the GOVERNING AUTHORITY represents that the Community School shall (i) post on the school’s website the name of each member of the GOVERNING AUTHORITY and (ii) provide, upon request, the name and address of each member of the GOVERNING AUTHORITY to the SPONSOR and the Ohio Department of Education.

In accordance with Code Section 3314.036, the GOVERNING AUTHORITY shall employ an attorney, who shall be independent from the SPONSOR or the operator with which the school has contracted, for any services related to the negotiation of this Contract or the Community School’s contract with the operator.

In accordance with Code Section 3314.037, the GOVERNING AUTHORITY represents that the members of the GOVERNING AUTHORITY, the designated fiscal officer of the Community School, the chief administrative officer and other administrative employees of the Community School, and all individuals performing supervisory or administrative services for the Community School under a contract with the operator of the Community School shall complete training on an annual basis on the public-records and open-meeting laws so that they may comply with those laws as prescribed by division (A)(11)(d) of Code Section 3314.03.

In accordance with Code Section 3314.038, the GOVERNING AUTHORITY represents that the Community School shall annually submit to the Ohio Department of Education and auditor of the State of Ohio a report of each instance in which a student who is enrolled in the Community School resides in a children’s residential center, as defined under Code Section 5103.05.

The GOVERNING AUTHORITY represents that the school director, principal, or superintendent of the Community School, if a member of the GOVERNING AUTHORITY, is a nonvoting member of the GOVERNING AUTHORITY.

**COMMUNITY SCHOOL CONTRACT**

The GOVERNING AUTHORITY represents that the GOVERNING AUTHORITY will disclose any actual or potential conflict between any member of the GOVERNING AUTHORITY in his/her individual capacity and the Community School. To permit analysis of the existence of any actual or potential conflicts by the SPONSOR, the GOVERNING AUTHORITY shall submit to the SPONSOR, on a quarterly basis, the completed Related-Party Disclosure Form attached hereto as Exhibit 8.

The GOVERNING AUTHORITY further represents that the GOVERNING AUTHORITY will disclose any actual or potential conflicts, including but not limited to disclosure of any legal obligations such as employment or professional-services contracts between any individual employed by or retained as a consultant by the GOVERNING AUTHORITY and the Community School.

The Community School and GOVERNING AUTHORITY will comply with Sections 3302.04 and 3302.041 of the Code to the extent possible, except any action required to be taken by a school district pursuant thereto shall be taken by the SPONSOR—provided, however, that the SPONSOR is not required to take action under Section 3302.04(F) of the Code.

As consideration for the sponsorship of the Community School by the SPONSOR, the GOVERNING AUTHORITY—or, as directed, the Community School—will pay a sponsorship fee (the “Sponsorship Fee”) to the SPONSOR on or before the tenth (10th) day of the month for the term of this Contract of the total amount of payments for operating expenses that the school receives from the state. The Sponsorship Fee will be based on the full-time enrollment (FTE) number from the Community School Settlement statement and will be the sum of 2 percent from a school’s total state support for the first three hundred (300) FTEs and 1.5 percent for all additional FTEs.

Where the majority of the GOVERNING AUTHORITY membership are the same at one or more community schools sponsored by the Fordham Foundation, or at least two schools sponsored by the Fordham Foundation have a contract with the same operator, the SPONSOR, with written agreement from the GOVERNING AUTHORITY of each community school, may opt to combine the FTEs for each individual community school into a Total Fee. Total Fee will be comprised of all FTEs for each community school, as applied *pro rata* to each school.

Should any of the following events occur, the sponsorship fee for the school at which the event occurred will increase to 2 percent for all FTEs and for the remainder of the school year and that school will be removed from the Total Fee calculation for the remainder of the school year:

1. Two consecutive audits demonstrate noncompliance, deficiencies, material weaknesses, or any other material findings
2. Site-visit-records compliance or Epicenter compliance (accurate/complete and on time) falls below 79 percent for the year in any one category of records reviewed
3. The Community School is delinquent on any payments due to the Ohio Department of Education, the State Teachers Retirement System, the School Employees Retirement System, or any other state agency

**COMMUNITY SCHOOL CONTRACT**

Sponsorship fees that remain unpaid for more than thirty (30) days after they become due will accrue interest as follows: thirty to sixty (30–60) days will accrue 4 percent on any outstanding principal balance; sixty-one to ninety (61–90) days will accrue 6 percent on any outstanding principal balance; and ninety or more (90+) days will accrue 8 percent on any outstanding principal balance. The Total State Support shall be the total state foundation payment as defined under the applicable regulations promulgated by the office of Community Schools of the Ohio Department of Education in accordance with applicable provisions of Ohio law. In the event that the Department does not promulgate such regulations or guidance, the Total State Support shall include all revenue received by the Community School pursuant to Title 33 of the Ohio Revised Code and detailed on the community school settlement report, excluding any incentive based grants, charitable contributions; or funding provided outside of Title 33 of the Ohio Revised Code and uncodified law. For purposes of this Contract and calculation of the sponsorship fee payable by the GOVERNING AUTHORITY to the SPONSOR pursuant to this article of the Contract, the components of the total state support payment include total payment before retirements, as shown on the monthly statement of settlement, minus any incentive-based funding that includes, but is not limited to, the Quality Community Schools support grant. Nothing in this Contract shall limit the SPONSOR from waiving any debt owed to it by the Community School at the SPONSOR's discretion.

The Community School and the GOVERNING AUTHORITY agree to cooperate with and assist the SPONSOR or its designee in providing the access, information, and data the SPONSOR requires at the SPONSOR's sole discretion. This expressly includes the SPONSOR's right to access all computer systems and websites hosted by the Ohio Department of Education to the extent that such access is necessary to fulfill the SPONSOR's monitoring obligations as set forth in Code Section 3314.03(D), as well as providing all necessary information and documentation to enable the SPONSOR to submit the assurances pursuant to Code Section 3314.19 in a timely manner. The Community School and the GOVERNING AUTHORITY understand and agree that the SPONSOR may contract with a third party, who will be a third-party beneficiary of this Contract, to perform the SPONSOR's oversight functions pursuant to this Contract.

The Community School may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Community School is for the benefit of the SPONSOR.

**A. Educational Plan:**

The GOVERNING AUTHORITY agrees to comply with the policies and provisions described in the educational plan ("Educational Plan") of the Community School, including but not limited to the school's mission; the ages and grades of students; the characteristics of the students the Community School expects to attract; and the focus of the curriculum, academic calendar, and instructional schedule for a typical school day.

In accordance with Code Section 3314.03(A)(23), the GOVERNING AUTHORITY agrees to set forth in Exhibit 1 a description of both classroom-based and non-classroom-based learning opportunities in compliance with the criteria set forth in Section 3314.08(H)(2) of the Code. The GOVERNING AUTHORITY represents that the Educational Plan attached hereto as

**COMMUNITY SCHOOL CONTRACT**

Exhibit 1 and incorporated by reference as if fully written herein will lead to attainment of the state and federal law requirements for school performance and the achievement and academic requirements specified in Exhibit 4.

In accordance with Code Section 3314.03(A)(11)(f), the GOVERNING AUTHORITY shall comply with Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Code, except that for students who entered the ninth grade before July 1, 2010, if any, the requirement in Sections 3313.61 and 3313.611 of the Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the GOVERNING AUTHORITY of the Community School rather than the curriculum specified in Title XXXIII of the Code or any rules of the State Board of Education; further provided that for students who enter the ninth grade for the first time on or after July 1, 2010, if any, Sections 3313.61 and 3313.611 of the Code shall be met, which require a student to successfully complete the requirements prescribed in Sections 3313.6027 and 3313.603(C) of the Code prior to receiving a high school diploma, unless said student qualifies under division (D) or (F) of that section. The GOVERNING AUTHORITY, if applicable, shall implement the plan for awarding high school credit based on a student's ability to demonstrate subject-area competency, as such competency standards are adopted and published pursuant to Section 3313.603(J) of the Code.

The GOVERNING AUTHORITY shall sign and complete Exhibit 10, which indicates whether the Community School is using or plans to use a "blended-learning model," as defined in Code Section 3301.079. The GOVERNING AUTHORITY agrees that the Community School shall not operate using a blended-learning model without the prior written consent of the SPONSOR. If at any time the Community School operates using a blended-learning model, the GOVERNING AUTHORITY shall provide the following information in Exhibit 10:

1. An indication of what blended-learning model or models will be used
2. A description of how student instructional needs will be determined and documented
3. The method to be used for determining competency, granting credit, and promoting students to a higher grade level
4. The Community School's attendance requirements, including how the Community School will document participation in learning opportunities
5. A statement describing how student progress will be monitored
6. A statement describing how private student data will be protected
7. A description of the professional-development activities that will be offered to teachers

The GOVERNING AUTHORITY shall update Exhibit 10 annually, and the SPONSOR shall review such information on an annual basis pursuant to Code Section 3314.19(N).

**B. Financial Plan:**

In accordance with Code Section 3314.03(A)(15), the GOVERNING AUTHORITY agrees to comply with the financial plan ("Financial Plan") of the Community School, which details an estimated school budget for each year of the period of this Contract; specifies the total estimated per-pupil expenditure amount for each such year; and describes the financial policies,

**COMMUNITY SCHOOL CONTRACT**

procedures, and internal financial controls of the Community School. Said Financial Plan is attached hereto as Exhibit 2 and incorporated by reference as if fully written herein. In accordance with Section 3314.042, the GOVERNING AUTHORITY further agrees to comply with the standards for financial reporting adopted under Section 3301.07(B)(2) of the Code. The GOVERNING AUTHORITY shall (i) confirm to the SPONSOR that the projected student enrollment reported to the Department of Education is accurate and/or reasonable and (ii) calculate and report student enrollment thereafter, all in accordance with Section 3314.08, and expend funds received as required therein. In accordance with Code Section 3314.03(B), the Community School shall submit to SPONSOR a comprehensive plan as required therein, which shall include copies of all policies and procedures regarding internal financial controls adopted by the GOVERNING AUTHORITY.

In accordance with Code Section 3314.03(A)(8), the GOVERNING AUTHORITY shall require financial records of the Community School to be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of State, and the audits shall be conducted in accordance with Section 117.10 of the Code. The GOVERNING AUTHORITY agrees to comply with the requirements for financial audits by the Auditor of State.

In accordance with Code Section 3314.011, the GOVERNING AUTHORITY shall have a designated fiscal officer for the Community School who meets all of the requirements set forth in Section 3314.011. Except as provided in Section 3314.011(D) of the Code, the designated fiscal officer shall be employed by or engaged under a contract with the GOVERNING AUTHORITY. The GOVERNING AUTHORITY shall provide prompt assurances to the SPONSOR that the Community School's fiscal officer is in compliance with Code Section 3314.011.

In accordance with Code Section 3314.03(A)(30), any and all money loaned to the Community School by the operator of the Community School, including facilities loans or cash-flow assistance, shall be accounted for, documented, and bear interest at a fair market rate.

The GOVERNING AUTHORITY shall provide the SPONSOR with financial reports, enrollment records, and a reconciliation report for budgeted and actual costs and revenues every month, as required under Code Section 3314.023. Financial reports will be submitted in the form and format requested by the SPONSOR and, at a minimum, shall include cashflow and income statements and balance-sheet information and may further include statements of revenues, expenses, and changes in net assets. The GOVERNING AUTHORITY will allow the SPONSOR to monitor the Community School's operations at the request of the SPONSOR.

The Community School will undergo an annual audit performed by the state auditor's office or a certified public accountant and provide a copy of the audit and management letter to the SPONSOR within ten (10) days of receipt of the audit by the school. The GOVERNING AUTHORITY will provide copies of any audits and management letters, upon request, to any other state agency or office that requests a copy of the audit. The GOVERNING AUTHORITY will submit copies of all state-issued audits and management letters to the SPONSOR within two (2) business days of receipt of the same by the GOVERNING AUTHORITY.

**COMMUNITY SCHOOL CONTRACT**

The GOVERNING AUTHORITY will annually conduct an inventory of all school assets, to include cost, acquired year, a brief description of the asset, and whether federal/title funds were used for the acquisition of such asset. The date the inventory was completed should also be recorded, and a copy of this inventory report must be submitted to the SPONSOR by September 30.

The GOVERNING AUTHORITY will submit an annual IRS form 990 and provide a copy to the SPONSOR.

The GOVERNING AUTHORITY will submit to the SPONSOR, by the dates set forth in Ohio Administrative Code Section 3301-92-04, the same Five-Year Budget Forecasts that are required to be submitted to the Board of Education pursuant to that Section.

**C. Governance Plan:**

The GOVERNING AUTHORITY agrees to comply with the policies and procedures for the management and administration of the Community School as set forth in the governance and administrative plan ("Governance Plan"), which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein.

The GOVERNING AUTHORITY agrees that it will be comprised of at least five (5) voting members and that a quorum of the board will consist of the requisite number of members specified by the GOVERNING AUTHORITY's Code of Regulations, Bylaws, or the Code. Additionally, the GOVERNING AUTHORITY agrees to comply with the procedures by which the members of the GOVERNING AUTHORITY of the Community School will be selected in the future as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein. Failure to maintain at least five (5) voting members on a regular basis may result in the SPONSOR taking action under Section D (Accountability) of Article III (Responsibilities of the GOVERNING AUTHORITY), Article VIII (Probationary Status), Article IX (Suspension of Operation), or Article X (Expiration/Termination of Contract) of this Contract.

The GOVERNING AUTHORITY agrees that any voting member of the GOVERNING AUTHORITY will recuse him/herself and not participate in any decisions or deliberations involving the following relatives, regardless of where they reside: (1) spouse, (2) children, (3) siblings, (4) parents, (5) grandparents, and (6) grandchildren; any other person related by blood or by marriage and living in the same household; or any business associate who is an employee of the school, any employee of a management organization or a vendor that services the school, or any independent contractor servicing the school. Servicing the school is defined as any work that relates to the educational mission, operations, or governance of the school. The approved minutes of the Governing Authority will specifically evidence these recusals and reasons therefore.

The GOVERNING AUTHORITY agrees to provide notices to students, parents, employees, and the general public indicating that all of the Community School's educational programs are available to its students without regard to race, creed, color, national origin, sex, or disability. Further, the Community School shall provide a nondiscrimination notice in all

**COMMUNITY SCHOOL CONTRACT**

newsletters, annual reports, admissions materials, handbooks, application forms, and promotional materials other than radio advertisements.

In accordance with Code Section 3314.03(A)(12), the GOVERNING AUTHORITY agrees to make arrangements for providing health and other benefits to employees as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein.

The GOVERNING AUTHORITY agrees to comply with the admission procedures as set forth in Section 3314.06 of the Code. In accordance with Section 3314.03(A)(19) of the Code, the GOVERNING AUTHORITY agrees to adopt an enrollment policy regarding the admission of students who reside outside the district and/or the state in which the Community School is located. The policy shall comply with the admissions procedures as specified in Sections 3314.06 and 3314.061 of the Code. Pursuant to Section 3314.08(F), the Community School may charge tuition for the enrollment of any student who is not a resident of Ohio.

In accordance with Code Section 3314.03(A)(7), the GOVERNING AUTHORITY agrees to comply with the portion of its Governance Plan, attached hereto as Exhibit 3 and incorporated by reference as if fully written herein, that sets forth the ways by which the Community School will achieve racial and ethnic balance reflective of the community it serves.

In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to comply with the dismissal procedures as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein.

In accordance with Code Section 3314.03(A)(16), the GOVERNING AUTHORITY agrees to comply with the requirements and procedures regarding the disposition of employees of the Community School in the event that this Contract is terminated or not renewed pursuant to Section 3314.07 of the Code, as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein.

In accordance with Code Section 3314.10, the GOVERNING AUTHORITY agrees that the employment of teachers and nonteaching personnel by the Community School shall be as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein and which states that said employment shall be subject to either Chapter 3307 or Chapter 3309 of the Code, whichever is applicable, and that the Community School shall carry out all of the duties of an employer specified therein.

The GOVERNING AUTHORITY agrees to participate in the sponsorship information-management system (Epicenter) developed by the SPONSOR, including but not limited to (i) the participation of Community School staff in all required training and (ii) the timely response to all information requests related to the sponsorship information-management system.

The GOVERNING AUTHORITY agrees to report to the SPONSOR by August 1 any updates to the composition of the board. This report shall include the names, addresses (including electronic mail), and phone numbers of the GOVERNING AUTHORITY members, as well as the identified officers and meeting schedule of the GOVERNING AUTHORITY.

The GOVERNING AUTHORITY agrees to notify the SPONSOR in writing within seven (7) business days of an existing GOVERNING AUTHORITY member's resignation or a new GOVERNING AUTHORITY member's appointment.

**D. Accountability Plan:**

The GOVERNING AUTHORITY agrees to assess student achievement of academic goals using the methods of measurement identified in the Academic and Organizational Accountability Plan ("Academic and Organizational Accountability Plan"), which is attached hereto as Exhibit 4 and incorporated by reference as if fully written herein. Such methods shall include the administration of Ohio's proficiency tests, achievement tests, diagnostic assessments, all applicable report-card measures set forth in Sections 3302.03 and 3314.017 of the Code, or any other statutory testing established for Ohio's students. The SPONSOR and GOVERNING AUTHORITY further agree to comply with any and all statutory amendments regarding student achievement and testing governing community school students as if such amendments were specifically set forth in this Contract.

The GOVERNING AUTHORITY agrees to comply with all requirements of the federal Every Student Succeeds Act ("ESSA") and any amendments or reauthorization thereof and the state's plan to comply with ESSA. The GOVERNING AUTHORITY will provide the SPONSOR with a written description of all actions it has taken to comply with applicable ESSA requirements by October 31.

In accordance with Code Section 3314.03(A)(11)(g), the GOVERNING AUTHORITY shall submit to the SPONSOR and to the parents of all students enrolled in the Community School an annual report within four months after the end of each school year.

The GOVERNING AUTHORITY acknowledges that timely reporting of data and timely response to requests from oversight bodies, including but not limited to the SPONSOR, Ohio Auditor of State, and Ohio Department of Education, are of paramount importance.

**Article IV. Responsibilities of the SPONSOR**

The SPONSOR shall perform its obligations under this Contract pursuant to Section 3314.015(B) of the Code and consistent with its obligations under its written agreement with the Ohio Department of Education as well as Section 3314.03(D) of the Code. Specifically, the SPONSOR shall (1) monitor the Community School's compliance with all applicable laws and with the terms of the Contract; (2) monitor and evaluate the academic and fiscal performance and the organization and operation of the Community School on at least an annual basis; (3) report, by November 30 of each year, the results of the evaluation conducted under division (D)(2) of Code Section 3314.03 to the Ohio Department of Education and to the parents of students enrolled in the Community School; (4) provide technical assistance to the Community School in complying with all applicable laws and terms of the Contract; (5) take steps to intervene in the Community School's operation, to the extent reasonable and within available resources, to correct problems in the Community School's overall performance, declare the Community School to be on

**COMMUNITY SCHOOL CONTRACT**

probationary status pursuant to Section 3314.073 of the Code, suspend the operation of the school pursuant to Section 3314.072 of the Code, or terminate the Contract of the Community School pursuant to Section 3314.07 of the Code as determined necessary by the SPONSOR; and (6) have in place a plan of action to be undertaken in the event that the Community School experiences financial difficulties or closes prior to the end of a school year.

In accordance with Code Section 3314.023, the SPONSOR shall provide monitoring, oversight, and technical assistance to the Community School as defined in Code Section 3314.023.

The SPONSOR agrees to comply with the standards by which the success of the Community School will be evaluated as set forth in Exhibit 4, which is attached hereto and incorporated by reference as if fully written herein. The duties of the SPONSOR shall be in accordance with the written agreement between the SPONSOR and the Ohio Department of Education.

The SPONSOR will not require the GOVERNING AUTHORITY and/or Community School to purchase, contract to purchase, or use any supplemental services (treasury services, financial-management services, and so forth) offered by the SPONSOR or any affiliate of the SPONSOR.

In accordance with Code Section 3314.02(E)(2)(c), the SPONSOR will verify annually that a finding for recovery has not been issued by the state auditor against individuals who propose to create a community school or any member of a governing authority, operator, or any employee of each community school with the responsibility for fiscal operations or authorization to expend money on behalf of the school.

In accordance with Code Section 3314.019, the SPONSOR will communicate with the state auditor regarding an audit of the school or the condition of financial and enrollment records of the school and shall maintain a presence at any and all meetings with the state auditor regardless of whether the SPONSOR has entered into an agreement with another entity to perform all or part of the SPONSOR's oversight duties.

**Article V. Compliance with the Americans with Disabilities Act,  
Section 504 of the Rehabilitation Act of 1973,  
and the Individuals with Disabilities Education Improvement Act of 2004**

The GOVERNING AUTHORITY shall comply with all the provisions set forth in the Americans with Disabilities Act and shall not exclude a qualified individual with a disability, by reason of such disability, from participation in any programs or activities of the Community School or subject such qualified individual to discrimination by the Community School.

The GOVERNING AUTHORITY shall ensure that all facilities meet the requirements of the Americans with Disabilities Act and that all education programs are accessible to individuals with disabilities.

**COMMUNITY SCHOOL CONTRACT**

The GOVERNING AUTHORITY shall comply with all of the provisions set forth in Section 504 of the Rehabilitation Act of 1973 and shall not exclude a qualified handicapped person, on the basis of such handicap, from participation in any programs or activities of the Community School and shall provide free and appropriate public education to such qualified handicapped person.

The GOVERNING AUTHORITY shall comply with all of the provisions set forth in the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), and failure to so comply may result in probation, suspension, or termination under this Contract.

Notwithstanding the foregoing, nothing in this Article is or shall be construed to be a waiver of any exceptions, exclusions, or other rights that the GOVERNING AUTHORITY may have or of which it may avail itself under the Americans with Disabilities Act, the Rehabilitation Act of 1973, or any other applicable state or federal law.

**Article VI. School Facilities and Property; Site Visits**

Pursuant to Code Section 3314.03(A)(9), the GOVERNING AUTHORITY and the SPONSOR shall complete Exhibit 9, which outlines the facilities to be used by the Community School and contains the following information:

1. A detailed description of each facility used for instructional purposes
2. The annual costs associated with leasing each facility that are paid by or on behalf of the Community School
3. The annual mortgage principal and interest payments that are paid by the Community School
4. The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any

The GOVERNING AUTHORITY agrees to permit the SPONSOR to conduct site visits as determined necessary by the SPONSOR.

In accordance with Code Section 3314.032(A)(3), the SPONSOR and the GOVERNING AUTHORITY shall complete a list that describes the owner(s) of the Community School's facilities and personal property, including but not limited to its equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices. Such list shall be included in Exhibit 9 and comply with the requirements of Code Section 3314.0210.

**Article VII. Letter of Approval to Operate**

Should the GOVERNING AUTHORITY elect to move the Community School to a new location, the GOVERNING AUTHORITY shall neither commence school operations nor, in the new location, begin classes for students until it has received a letter of approval to operate ("Letter of Approval") issued by the SPONSOR, the requirements of which are attached hereto as Exhibit 5 and incorporated by reference as if fully written herein, as well as any other health and safety certificates or documentation required by the appropriate governmental agency. The SPONSOR

**COMMUNITY SCHOOL CONTRACT**

shall issue to the GOVERNING AUTHORITY a Letter of Approval within seven (7) business days after receipt of the required documentation. If the GOVERNING AUTHORITY receives no response from the SPONSOR within fourteen (14) business days after receipt of all the required documentation, the GOVERNING AUTHORITY shall be authorized to begin classes.

Once classes begin, the Community School may continue to hold classes for students until such time that its Certificate of Occupancy, Temporary Certificate of Occupancy, and/or any other required health and safety certificate is revoked by a governmental agency due to violations of health and safety standards or until such time as school operations are suspended pursuant to this Contract and Ohio law or this Contract otherwise terminates or expires pursuant to the provisions herein.

The parties to this Contract understand and agree that the provisions of Article VII of this Contract do not restrict or alter the SPONSOR's authority to suspend the operation of the Community School in accordance with Article IX of this Contract and Ohio law.

**Article VIII. Probationary Status**

In accordance with the requirements of Code Section 3314.073, in lieu of termination of the Contract or suspension of the operation of a Community School, the SPONSOR may declare in written notice to the GOVERNING AUTHORITY that the Community School is in a probationary status for any of the following reasons:

1. The GOVERNING AUTHORITY's failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School
2. The GOVERNING AUTHORITY's failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of this Contract
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management
4. The GOVERNING AUTHORITY's violation of any provisions of this Contract or applicable state or federal law
5. Other good cause

The notice shall specify the conditions that warrant probationary status. Upon receipt of this notice, the GOVERNING AUTHORITY shall submit in writing reasonable assurances to the satisfaction of the SPONSOR, within ten (10) business days of receipt of the SPONSOR's notice of the Community School being placed on probation, that the GOVERNING AUTHORITY can and will take actions necessary to remedy the conditions that have warranted such probationary status pursuant to this Article of the Contract. Upon review by the SPONSOR of the assurances, if the assurances provided by the GOVERNING AUTHORITY are not sufficient, the Contract may be terminated or operations of the school may be suspended pursuant to Article IX of this Contract.

If the SPONSOR approves the written proposed remedy submitted by the GOVERNING AUTHORITY, then the Community School shall remain on probationary status and the

**COMMUNITY SCHOOL CONTRACT**

SPONSOR shall monitor the actions taken by the GOVERNING AUTHORITY to remedy the conditions that have warranted probationary status as specified by the SPONSOR. If the SPONSOR finds at any time that the GOVERNING AUTHORITY is no longer able or willing to remedy those conditions to the satisfaction of the SPONSOR, then the SPONSOR may take further action under Section 3314.073, including taking over the operation of the Community School or suspending the operation of the Community School.

Except in cases determined by the SPONSOR, in its discretion, to be of such an extreme nature so as to require immediate remedy (for example, financial insolvency or severe education programmatic inadequacy of the Community School), a Community School placed on probation pursuant to Article VIII of this Contract may remain in operation on probation for the remainder of the school year in which the notice of probation was received by the GOVERNING AUTHORITY, unless or until the Community School closes and ceases to operate for ten (10) consecutive business days during the period of probation for reasons other than closures scheduled on the academic calendar or *force majeure* events such as closure due to calamity.

If such status is declared, the probationary status shall not extend beyond the end of the current school year. The probationary status under this Article and the suspension of operation of the Community School under Article IX are separate and distinct actions available to the SPONSOR under this Contract. Nothing herein shall preclude the SPONSOR from taking action under Article IX for suspension of operation of the Community School during the pendency of any probationary status or period for such imposed on the Community School under Article VIII.

Notwithstanding the foregoing, before taking action under Articles VIII or IX, the SPONSOR shall endeavor through reasonable efforts to inform, in the form of a warning, the GOVERNING AUTHORITY and Community School of areas of noncompliance that may warrant probationary status. The SPONSOR shall not have an affirmative legal obligation to provide a warning in lieu of action under Articles VIII or IX but does hereby agree to provide such as an additional form of corrective action where, in the SPONSOR's sole discretion, circumstances so warrant.

**Article IX. Suspension of Operation**

If the SPONSOR suspends the operation of the Community School pursuant to the procedures set forth in this Article IX, the GOVERNING AUTHORITY shall not operate the Community School while the suspension is in effect.

Upon the GOVERNING AUTHORITY's receipt of the notice of suspension, the GOVERNING AUTHORITY shall immediately notify the employees of the Community School and the parents of the students enrolled in the Community School of the suspension and the reasons for the suspension and shall cease all school operations on the next business day. Any such suspension shall remain in effect until the SPONSOR notifies the GOVERNING AUTHORITY that it is no longer in effect.

**A. Health and Safety:**

**COMMUNITY SCHOOL CONTRACT**

1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
2. If at any time public health and safety officials inspect the facilities of the Community School, such officials have the authority to order the facilities closed for noncompliance.
3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings and pose an imminent danger to the health and safety of the school's students and employees, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.
4. If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.
5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, the Community School may reopen following notification by the SPONSOR that such suspension is no longer in effect.

**B. Other:**

The SPONSOR may also suspend the operation of the Community School for any of the following reasons:

1. The GOVERNING AUTHORITY's failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School
2. The GOVERNING AUTHORITY's failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management
4. The GOVERNING AUTHORITY's violation of any provisions of this Contract or applicable state or federal law
5. Other good cause

Prior to suspension for one or more of the five reasons set forth in paragraphs (B)(1) through (B)(5) above, the SPONSOR must first issue to the GOVERNING AUTHORITY written notice of the SPONSOR's intent to suspend the operation of the Contract. Such notice shall explain the reasons for the SPONSOR's intent to suspend operation of the Contract and shall provide the GOVERNING AUTHORITY with five (5) business days to submit to the SPONSOR a written proposal to remedy the conditions cited as reasons for the suspension. The SPONSOR shall

**COMMUNITY SCHOOL CONTRACT**

promptly review any proposed remedy submitted in a timely manner by the GOVERNING AUTHORITY and either approve or disapprove the proposed remedy.

If the SPONSOR disapproves the remedy proposed by the GOVERNING AUTHORITY, if the GOVERNING AUTHORITY fails to submit a proposed written remedy in the manner prescribed by the SPONSOR, or if the GOVERNING AUTHORITY fails to implement the remedy as approved by the SPONSOR, the SPONSOR may suspend the operation of the Community School.

If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.

After the GOVERNING AUTHORITY's receipt of the notice of suspension, the GOVERNING AUTHORITY shall (i) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records, during the suspension; (ii) provide the means and capability to access Community School records, including student records, to the SPONSOR's representative, as designated in writing; and (iii) fully cooperate with the SPONSOR's designated representative, who shall have unrestricted and equal access to Community School records, including student records, during the suspension period. During the suspension period, the SPONSOR's designated representative shall have access to and may remove Community School records, including student records, if, in the sole discretion of the SPONSOR, the representative of the Governing Authority fails to provide in a timely manner such records following a legitimate request or for any reason if the Community School remains under suspension and is not fully operational for a period of ten (10) weekdays.

**C. Termination Resulting from the Suspension of School Operations:**

In accordance with Article X of this Contract and Ohio law, the SPONSOR may choose to terminate this Contract prior to its expiration if the SPONSOR has suspended the operation of the Community School. However, pursuant to Section 3314.072(E), the Contract shall become void if the GOVERNING AUTHORITY fails to provide a proposal to remedy the conditions cited by the SPONSOR as reasons for the suspension, to the satisfaction of the SPONSOR, by September 30 of the school year in which the operation of the Community School was suspended.

**Article X. Expiration/Termination of Contract**

The expiration of the Contract between the SPONSOR and the GOVERNING AUTHORITY shall be the date provided in the Contract—provided, however, that the GOVERNING AUTHORITY may terminate this Contract upon one hundred eighty (180) days' written notice to the SPONSOR of its intent to enter into a Community School Contract with a

**COMMUNITY SCHOOL CONTRACT**

successor sponsor approved to be a sponsor of community schools by the Ohio Department of Education. If the SPONSOR decides to terminate the Contract prior to its expiration, then, not later than January 15 in the year in which SPONSOR intends to terminate this Contract, the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate the Contract pursuant to Code Section 3314.07. The SPONSOR may choose to terminate this Contract prior to its expiration for any of the following reasons:

1. The GOVERNING AUTHORITY's failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School
2. The GOVERNING AUTHORITY's failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management
4. The GOVERNING AUTHORITY's violation of any provisions of this Contract or applicable state or federal law
5. The Community School is insolvent or is bankrupt
6. The Community School has insufficient enrollment to successfully operate a community school or the Community School has lost more than 50 percent of its student enrollment from the previous school year
7. The Community School defaults in any of the terms, conditions, promises, or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY
8. The Community School's applicant(s), directors, officers, or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR's issuance of this Contract, Preliminary Agreement, or other legally binding document executed by the parties to this Contract or the Community School's reporting requirements under this Contract or applicable law
9. The SPONSOR discovers grossly negligent, fraudulent, or criminal conduct by the Community School's applicant(s), directors, officers, employees, or agents in relation to their performance under this Contract
10. Other good cause

The notice shall include the reason for the proposed termination of the Community School in detail, the effective date of the termination or nonrenewal, and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an informal hearing before the SPONSOR. Such request shall be in writing. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Not later than fourteen (14) days after the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate the Contract. The expiration, termination, or nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07.

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

**COMMUNITY SCHOOL CONTRACT**

1. The date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the Contract
2. If an informal hearing is requested and, as a result of the informal hearing, the SPONSOR affirms its decision to terminate this Contract, the effective date of the termination specified in the notice of termination

If the SPONSOR learns that the Community School may receive a designation of “unauditable” from the Ohio Auditor of State, the Community School shall be subject to probationary status, suspension of operations, and termination or nonrenewal of the Contract. In the event that the Ohio Auditor of State declares the Community School to be “unauditable,” the GOVERNING AUTHORITY shall comply with its obligations under Code Section 3314.51.

If at any time the SPONSOR does not receive approval from the Ohio Department of Education to act as a sponsor to the Community School or otherwise has its sponsorship authority revoked under the Code, then this Contract shall immediately terminate upon the occurrence of such event.

**Article XI. Contract-Termination Contingencies**

If the Community School permanently closes and ceases its operation or closes and ceases to operate, (i) the Community School shall comply with Section 3314.074 of the Code and proceed according to the contract-termination contingencies set forth in the Governance and Administration Plan, Exhibit 3, which is attached hereto and incorporated by reference as if fully written herein, and (ii) the designated fiscal officer of the Community School shall deliver all financial and enrollment records to the SPONSOR within thirty (30) days of the Community School’s closure, in accordance with Section 3314.023 of the Code.

The SPONSOR acknowledges its obligation to oversee community school closure, the details of which are set forth in the Sponsor’s community-school-closure policy.

The GOVERNING AUTHORITY represents that its governing documents provide that, upon dissolution, (i) all remaining assets, except funds received from the Ohio Department of Education, shall be used for nonprofit educational purposes and (ii) remaining funds received from the Ohio Department of Education shall be returned to the Ohio Department of Education.

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the Community School shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes but is not limited to albums, curriculum manuals, personal mementos, and other materials or apparatus that have been personally financed by teachers or staff.

Upon the GOVERNING AUTHORITY’s receipt of written notice of termination, and throughout the period of Community School operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school-closing procedures required by law imposed by or upon the Ohio Department of Education, the Code, or

**COMMUNITY SCHOOL CONTRACT**

the SPONSOR and perform all obligations necessary thereto; (ii) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records; (iii) provide the means and capability to access Community School records, including student records, to the SPONSOR's representative, as designated in writing; and (iv) fully cooperate with the SPONSOR's designated representative, who shall have unrestricted and equal access to Community School records, including student records, during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all Community School records, including student records, in the possession of the Community School and shall grant to the SPONSOR access to records requested by the SPONSOR. The SPONSOR may take possession of such records and, upon taking possession of such records, shall thereafter fulfill any and all statutory and contractual duties concerning the Community School records, including the student records that are within the SPONSOR's possession—provided that, in performing the GOVERNING AUTHORITY's statutory or contractual duties, the SPONSOR shall comply with Section 3314.015(E) and any procedural guidance published by the Ohio Department of Education, which correspond thereto. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted within seven (7) business days of the school closing to the student's school district of residence.

In accordance with Section 3314.03(A)(20) of the Code, the GOVERNING AUTHORITY further recognizes the authority of the Ohio Department of Education to take over sponsorship of the Community School pursuant to Section 3314.015(C) of the Code.

**Article XII. Governing Law**

This Contract shall be governed and interpreted according to the laws of the State of Ohio. This Contract is subject to any and all future changes, amendments, or additions to the statutes, rules, and procedures applicable to community schools. The SPONSOR and the GOVERNING AUTHORITY hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any term within this Contract that conflicts with the statutory change.

**Article XIII. Limitation on Liability/Disclaimer of Liability/Covenant against Suit**

The SPONSOR of the Community School and the officers, directors, or employees of the SPONSOR shall be afforded the protections against liability under Code Section 3314.07(E) and (F) or any other statutory immunity granted to SPONSOR, now or hereafter.

The parties expressly acknowledge that the Community School is not operating as the agent or under the direction or control of the SPONSOR except as required by law or this Contract and that the SPONSOR assumes no liability for any loss or injury from (i) the acts and omissions of the Community School or its directors, trustees, officers, agents, subcontractors, independent contractors, representatives, or employees; (ii) the use and occupancy of the building or buildings occupied by the Community School or any matter in connection with the condition of such building or buildings; or (iii) any debt or contractual obligation incurred by the Community School. The

**COMMUNITY SCHOOL CONTRACT**

GOVERNING AUTHORITY acknowledges that it is without authority to and will not extend the faith and credit of the SPONSOR to any third party.

The SPONSOR does not assume any liability with respect to any director, trustee, employee, agent, parent, guardian, student, subcontractor, or independent contractor of the GOVERNING AUTHORITY, and no such person shall have the right or standing to bring suit against the SPONSOR or any of its trustees, directors, employees, agents, subcontractors, or independent contractors as a result of the issuing, overseeing, suspending, terminating, or revoking of this Contract. However, this Article does not limit the Community School from enforcing the terms of this Contract and SPONSOR's performance of the duties herein. The GOVERNING AUTHORITY hereby covenants not to sue the SPONSOR's directors, trustees, officers, employees, agents, or representatives for any matters that arise under this Contract. Furthermore, the GOVERNING AUTHORITY agrees to indemnify the SPONSOR for liabilities, causes of action, losses, and expenses (including reasonable attorney fees) for acts or omissions of the Community School, the GOVERNING AUTHORITY, and the Community School Treasurer to the fullest extent provided for and covered by insurance maintained by the Community School and GOVERNING AUTHORITY pursuant to Article III.

**Article XIV. Assignment**

Neither this Contract nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior written consent of both parties, which consent shall not be unreasonably withheld, and upon such terms and conditions as the parties may agree. Any assignment without the prior written consent of both parties is void. The GOVERNING AUTHORITY shall have the authority to subcontract its obligations under this Contract to third parties for the management and daily operations of the Community School.

**Article XV. Amendments or Modifications**

This Contract, and all amendments hereto, constitute the entire agreement of the parties and may be modified or amended, provided that any such modification is in writing and signed by both parties. The Exhibits may be modified by the GOVERNING AUTHORITY and SPONSOR in the interim, pending subsequent approval of all Exhibits by the parties. All interim changes and modifications must be necessary for the effective and efficient operation of the Community School and consistent with the purposes and terms of this Contract. Any changes or modifications of this Contract other than as provided herein shall be made and agreed to in writing by the SPONSOR and the GOVERNING AUTHORITY. It is further agreed that any amendments or additions to the laws, rules, or regulations cited herein or which are applicable to the operation of a community school will result in a correlative modification of this Contract without the necessity of a written amendment signed by the parties.

**Article XVI. Severability**

If any provision of this Contract or any covenant, obligation, or agreement contained herein is determined by a court of competent jurisdiction to be invalid, unenforceable, and/or contrary to applicable statutory or regulatory provisions under law, such determination shall not affect any

**COMMUNITY SCHOOL CONTRACT**

other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

**Article XVII. Every Student Succeeds Act**

To the extent applicable to community schools, the Community School will be subject to the federal rules and regulations for publicly funded schools as outlined in the ESSA and its associated regulations.

**Article XVIII. Dispute-Resolution Procedure**

In accordance with the Code Section 3314.03(A)(18), disputes involving the GOVERNING AUTHORITY of the Community School and the SPONSOR regarding this Contract shall be placed in writing and resolved in the following manner:

- a. Members of the GOVERNING AUTHORITY shall meet with representatives of the SPONSOR
- b. Members of the GOVERNING AUTHORITY and the SPONSOR will make a good-faith effort to define the issues, clarify any miscommunications, and resolve contractual differences
- c. All agreed terms shall be placed in writing and signed by both parties
- d. The GOVERNING AUTHORITY or the SPONSOR may initiate this process by providing written notice to the other party of their intent to initiate the dispute-resolution process

In the event that the representatives are unable to resolve such disputes on their own accord, then the representatives may engage in nonbinding mediation using a trained, experienced mediator selected by mutual agreement of the representatives of the SPONSOR and the representatives of the GOVERNING AUTHORITY. In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the Community School being subject to probationary status, suspension of operations, or termination or nonrenewal of the Contract. Notwithstanding the foregoing, nothing herein is intended to supersede or modify the procedures set forth under Article VIII for Probationary Status, Article IX for Suspension of Operation, or Article X for Expiration/Termination of Contract.

**Article XIX. Discrimination Policy**

In carrying out this Contract, the GOVERNING AUTHORITY shall not discriminate against any employee or any applicant for employment based upon race, color, religion, military status, national origin, sex, age, disability, or ancestry.

**Article XX. Entire Agreement**

The SPONSOR and the GOVERNING AUTHORITY hereby agree that this Contract, including all exhibits and attachments hereto, constitutes the entire agreement and understanding of the parties and supersedes all prior agreements and understandings, whether oral or written,

**COMMUNITY SCHOOL CONTRACT**

with respect to the operation of Community School. No course of prior dealing between the parties shall supplement or explain any terms used in this Contract.

**Article XXI. Notice**

All notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by nationally recognized overnight courier or by registered or certified U.S. mail, postage prepaid and addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date delivered.

If to GOVERNING AUTHORITY:

GOVERNING AUTHORITY  
Sciotoville Community School  
c/o William Shope  
224 Marshall St.  
Portsmouth, OH 45662

If to SPONSOR:

The Thomas B. Fordham Foundation  
1016 16<sup>th</sup> Street N.W., 8<sup>th</sup> Floor  
Washington, D.C. 20036  
Attn. Michael J. Petrilli

Copies to:

The Thomas B. Fordham Foundation  
130 West Second Street, Suite 410  
Dayton, Ohio 45402  
Attn. Kathryn Mullen Upton

Porter, Wright, Morris & Arthur LLP  
Attn: Thomas A. Holton/Tami Kirby  
One South Main Street, Suite 1600  
Dayton, Ohio 45402-2028

**Article XXII. Nonwaiver**

Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to or waiver of a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

**COMMUNITY SCHOOL CONTRACT****Article XXIII. Force Majeure**

If any circumstances occur that are beyond the control of the parties that delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

**Article XXIV. No Third-Party Rights**

This Contract is made for the sole benefit of the GOVERNING AUTHORITY, the Community School, and the SPONSOR. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

**Article XXV. Nonagency**

The Community School and GOVERNING AUTHORITY as one party and the SPONSOR as the second party shall at all times hereunder be separate and independent parties whose relationship and actions are subject to the applicable provisions of this Contract and Ohio law. Nothing shall be construed or implied to create an agency, partnership, joint venture, or any other relationship between the parties except one of sponsorship pursuant to this Contract in accordance with Ohio law, and neither party shall (i) have any authority, right, or entitlement, express or implied, to make any commitments, obligation, or contracts or (ii) incur any liabilities, charges, or expenses for or in the name of the other party, except as specifically permitted in this Contract.

**COMMUNITY SCHOOL CONTRACT**

**Article XXVI. Statement of Assurances for Start-Up Schools**

The Community School represents that it has completed a statement of assurances as required as a recipient of funding from the Ohio Public Charter Schools Program. A copy of the executed completed statement of assurances is included as Exhibit 6 of this Contract (Statement of Assurances for Start-Up Schools).

**ON BEHALF OF THE  
THOMAS B. FORDHAM FOUNDATION**

BY:   
A4E797850A61430...  
Michael J. Petrilli  
President

DATE: 6/10/2022

**THE GOVERNING AUTHORITY OF  
SCIOTOVILLE COMMUNITY SCHOOL**

BY: \_\_\_\_\_  
Governing Board Representative

DATE: \_\_\_\_\_

## **Exhibit 1. Education Plan**

### **A.1 Mission**

We expect no less than our best . . . every one, every day!

#### **A.1.1 Vision**

We will empower each of our students to successfully meet the challenges of his/her future.

#### **A.1.2 Educational Philosophy**

Sciotoville Community School (SCS) operates under the beliefs that our students are in charge of their futures and we can choose to do our best every single day. A high population of our students have experienced some kind of trauma in their lives which, if left unaddressed, can impact their day-to-day decisions. This understanding guides our mission, vision, educational philosophy, and daily purpose. Our school population is identified as 100 percent economically disadvantaged. A generational poverty culture typically operates under a fixed mindset, which—according to research—demonstrates the belief toward education that individuals are either good at learning or are not, that learning and getting smarter are things you cannot control. Guiding our student population to understand that their day-to-day choices, education, and future are in their control is a top priority, and it is this construct that guides our decision-making.

#### **A.2 Geographic Boundaries**

SCS will enroll students in its home district and adjacent districts.

#### **A.3 Curriculum and Instruction**

SCS continually strives to exceed the Ohio Department of Education’s expectations regarding learning standards. The curriculum and standards are a blend of academic and career-technical concentrations, into which twenty-first-century skills—emphasizing critical thinking, creativity, communication and collaboration—are incorporated.

The SCS staff utilizes the “I Do, We Do, You Do” instructional framework in order to ensure that all components of effective instruction are utilized each day in each classroom. Instruction that focuses on the essential standards, academic/content vocabulary, and following the framework within Beyond Textbooks’ “Unwrapped Documents” ensures that instruction occurs to proficiency standards.

Professional development with the state support team has assisted SCS in completing a reading inventory of its current curriculum and provided the staff with Heggerty training and training in Letterland reading programs. Professional development is helping SCS align its efforts with college and career readiness. The staff has utilized its professional-development time to incorporate the vertical alignment of content vocabulary, assessment blueprint analysis, and depth of knowledge across core content.

**COMMUNITY SCHOOL CONTRACT**

New Beyond Textbooks training in “Unit Sequence Calendars” enables staff to combine pacing charts, assessment calendars, and school calendars to provide a complete and comprehensive view of the teaching and learning at each grade level aligned to the State of Ohio’s New Learning Standards. The implementation of these practices will ensure more effective instruction and increased learning for all students. In conjunction with standards implementation, SCS is continuing to improve with its assessment procedures in all grade levels.

SCS aligns curriculum, instruction, and assessment to essential academic content standards and state assessment blueprints so that children are “learning to mastery” what they are expected to learn. Multiple methods of instruction, assessment, and remediation will be used so that all students demonstrate mastery of expected knowledge and skills. Integration of reading and mathematics instruction will take place throughout the school day.

SCS uses purchased curriculum (e.g., Beyond Textbooks, Letterland, Heggerty, Math-U-See, and McGraw Hill Math), incorporating literature and software programs (e.g., iReady, Renaissance Learning Platform, Study Island, IXL, and Edulastic).

<b>Beyond Textbooks (BT)</b>	BT/ Site License	All Grades/Subjects KG-12
------------------------------	------------------	---------------------------

<b>Books International Inc</b>	Letterland	Grades KG-3/Reading
--------------------------------	------------	---------------------

*Phonological Awareness Training plus Letter Knowledge Training (WWC)* is a general practice aimed at enhancing young children’s phonological awareness, print awareness, and early reading abilities. Phonological awareness, the ability to detect or manipulate the sounds in words independent of meaning, is considered to be a precursor to reading. Phonological awareness training (without letter knowledge training) can involve various training activities that focus on teaching children to identify, detect, delete, segment, or blend segments of spoken words (i.e., words, syllables, onsets and rimes, phonemes) or that focus on teaching children to detect, identify, or produce rhyme or alliteration. The added letter knowledge training component includes teaching children the letters of the alphabet and making an explicit link between letters and sounds.

<b>Edmentum</b>	Study Island (Site License)	Core/Math, Science,SS, ELA, Independent study/credit recovery Grades 3-12
<b>IXL Learning</b>	IXL (Site License)	Grades 2-8 Math, ELA, Science,SS  Grades 9-12 Math
<b>Renaissance</b>	Accelerated Reader/AR	AR/ ELA Grades KG-8

**COMMUNITY SCHOOL CONTRACT**

<b>Curriculum Associates</b>	i-Ready/Teacher Toolbox as a Pilot	Grades 2-8/ ELA
<b>Teacher Pay Teacher</b>	Easel/Digital Suite Resource Licenses/600	All Grades/Subjects

*Accelerated Reader*<sup>™</sup> (WWC) is a computerized supplementary reading program that provides guided reading instruction to students in grades K–12. It aims to improve students’ reading skills through reading practice and by providing frequent feedback on students’ progress to teachers. The *Accelerated Reader*<sup>™</sup> program requires students to select and read a book based on their area of interest and reading level. Upon completion of a book, students take a computerized quiz based on the book’s content and vocabulary. Quiz performance allows teachers to monitor student progress and to identify students who may need additional reading assistance.

Teachers are consulted on potential for curricula to be purchased and are involved in the evaluation of curricular components as they are implemented.

SCS offers College-Credit Plus classes and dual enrollment via Shawnee State University to students on-site. SCS does not participate in AP or IB. SCS is actively working with the GRIT project in order to provide our students the post high school college and/or career path they need to be successful after graduation. In the event a student needs courses—for example, electives, foreign language, or credit recovery—that SCS does not offer, students may take those classes via Edmentum, our online course provider. SCS also offers credit recovery, after-school programs for intervention/enrichment, and summer school.

For grades 6–12, SCS uses its curriculum in the context of its High Schools That Work and Making Middle Schools Work plans (see goals in Exhibit IV).

SCS provides several extracurricular programs to its students. There is a full complement of athletics for student athletes in grades K–12 (grades K–6 are offered athletics through the various pee-pee leagues in the community with which SCS has a strong relationship). SCS believes that participation in athletics provides valuable learning experiences outside of those provided in classrooms. Additionally, SCS is a member of the Ohio High School Athletic Association. Furthermore, SCS has marching band and vocal music groups. Per academics, SCS offers academic and mock-trial competition teams, National Honor Society, Key Club Community Service, and a variety of clubs (e.g., Pep Club, Science Club, Quiz Bowl, etc.).

### **A.3.1 Classroom- and Non-classroom-based Learning Opportunities**

Classroom-based learning opportunities are described throughout this Exhibit and include but are not limited to instruction in the subjects described herein, tutoring opportunities, student projects, and character education. Non-classroom-based learning opportunities include field trips, family/parent events, community relationships, and after-school programs.

#### **A.4 Target Population**

SCS's mission, curriculum, teaching methods, and services align with the educational needs of our population. A large number of our students have experienced some kind of trauma in their lives which, if left unaddressed, could impact their day-to-day decisions and learning. The social-emotional needs of our students are not met by existing schools in the area. This understanding of the social-emotional learning needs of our students guides our mission, vision, educational philosophy, teaching methods, and daily purpose. Our school population is identified as 100 percent economically disadvantaged. A generational-poverty culture typically operates under a fixed mindset, which—according to Carol Dweck's (2007) research—demonstrates the belief surrounding education that individuals are either good at learning or not, that learning and becoming smarter are things you cannot control. Guiding our student population to understand that their day-to-day choices, education, and future are within their control is a top priority, and it is this construct that guides our decision-making.

#### **A.5 School Calendar and Daily Schedule**

A school calendar will be developed annually. Elements may include but will not be limited to instruction days (including extended day and year), holidays, testing/assessment days, summer orientation sessions for parents, intervention and acceleration time, weekend instructional opportunities, teacher planning and professional-development time, introductory home visits for parents, parent events, and other school-related events. The calendar will offer at least 920 hours of instruction.

#### **A.6 Special Student Populations**

SCS identifies students with disabilities through the following means: parent, teacher, or physician referrals. Parent referrals may be initiated at any time during the school year and stem from parental concerns regarding the student's academic progress and/or physical well-being. Teacher referrals are a direct result of a student performing below grade level on both classroom work and standardized assessments. Physician referrals may originate at any point in the school year based upon the physician's concerns regarding the social, emotional, and/or physical development of the student. These referrals are made only after there have been multiple failed attempts at providing school-wide interventions to the student. Once a referral has been made and parent consent has been obtained, a school psychologist is employed on a per-pupil basis. In order to formally assess at-risk students to determine eligibility for school-age services, the psychologist will work in collaboration with a district representative, all grade-level teachers, intervention specialists, and additional support personnel, based on requirements of the evaluation team report (ETR). All related services (speech, physical, and occupational therapies, as well as counseling services) are through the South Central Ohio Educational Service Center (SCOESC) and outside resources. SCS is a school-wide Title I entity; thus, all students are provided with additional support daily within the typical classroom setting. Intervention specialists and intervention/educational support aides work with students in an inclusive setting to meet the goals of each identified student's individualized education plan (IEP). Intervention specialists, as well as all teachers and educational support staff, are provided with ongoing professional-development opportunities throughout the school year to ensure best practices and data-driven decision making.

## **Gifted Students**

SCS does not presently identify gifted students through a formal assessment method. SCS does have a plan for identifying and responding to its high achieving students. High achieving students identified on our quarterly and baseline assessments are provided instruction at a deeper level incorporating content specific Depth of Knowledge (DOK) information in instructional planning and assessments.

### **DOK 4:**

- Connect text to self, other texts, world
- Transfer content-related skills to real-world related scenarios
- Analyze multiple sources
- Synthesize info from multiple sources or texts
- Layered Curriculum Assignment (Level A = DOK 4)
- Institutional Review Board projects
- Creating argumentative essays based on multiple sources
- Evaluate relevancy and accuracy of information in texts
- Creating a literary narrative

The district leadership team is currently investigating the appropriate procedures to identify students who may be eligible to receive gifted services associated with the gifted/talented program from our local ESC, and as deemed appropriate by the Ohio Department of Education. The South-Central Ohio Educational Service Center provides training for the identification of gifted students and the most effective instructional strategies when working with gifted students. Research will continue to be conducted in an effort to determine best practices in the implementation. The staff of SCS has already been provided with professional development on differentiated instruction from both Battelle for Kids and Staff Development for Educators and will continue to seek ongoing professional development upon implementation of the gifted/talented program at SCS. Teachers provide differentiated instruction to all students, based on the individual needs of each student, as indicated by the data collected through district-wide quarterly assessments and standardized testing.

## **Students with Limited English Proficiency**

Students who are potentially limited in their English proficiency will be screened by the intervention team. Staff will be provided with professional-development opportunities as necessary, and translators may be available through local universities.

## **Homeless Students**

No student shall be denied admission to the school or to a particular course or instructional program or otherwise discriminated against for reasons of race, color, national origin, sex, homelessness, handicap, or any other basis of unlawful discrimination. SCS believes that all school-aged students, including homeless students, have the basic right to equal educational opportunities. A homeless student is defined as an individual who lacks fixed, regular, and adequate nighttime residence. SCS

will, to the extent feasible, keep homeless students in the school of origin unless doing so is contrary to the wishes of the student's parent or guardian.

### A.7 School Goals

School goals may be updated annually once Ohio Achievement Assessment results are received. The Community School will forward documentation regarding goals to the SPONSOR.

SCS joined the High Schools That Work network in 2008. The school set goals to close the gaps between high- and low-performing students and continues to adjust best practices in ways that will prepare more students for meeting high-school- and postsecondary-readiness standards.

The three goals of SCS's site action plan are as follows:

1. **High expectations:** Motivate more students to meet higher standards by integrating high expectations into classroom practices and giving students frequent feedback.
2. **Students actively engaged:** Engage students in academic and career/technical classrooms in rigorous and challenging proficient-level assignments using research-based instructional strategies and technology.
3. **Intervention/extension:** Provide a structured system of extra help to assist students in completing accelerated programs of study with high-level academic and technical content.

These performance goals align with our vision, mission, educational philosophy, and programming in that they maintain a student-first focus. SCS believes that every student is capable of demonstrating his/her best effort on every academic and nonacademic task. The majority of SCS students will reach a minimum of proficiency in core subject areas and will be assessed through STAR Reading and Math score reports. Supporting and guiding students to demonstrate their best at any given task provides students with the intrinsic motivation necessary to overcome the mindset of a generational-poverty culture.

### A.8 School Climate and Discipline

SCS's climate will be one that supports educational goals and positive behavioral interventions and supports (PBIS).

The administration develops regulations that establish strategies ranging from prevention to intervention to address student misbehavior. The governing board believes that good discipline in the school setting provides each student with the most favorable atmosphere for learning. In order to better address behavioral problems associated with the school and to be more effective in the administering of discipline, the staff and administration have collaboratively developed a behavior program that increases the disciplinary alternatives based on the severity/frequency of the behavior exhibited by the student and is listed as "majors and minors." The use of PBIS enables the staff to handle discipline issues positively and in a supportive manner, with the goal of ensuring that the behavior does not become repetitive. Copies of the behavioral expectations are posted as PRIDE behavioral expectations throughout all areas of the school, and written copies are made available to students and parents/guardians.

SCS is also in the process of adding licensed counselors to be present during the school day to assist with any behaviors that occur due to social-emotional needs.

### **STAR program**

SCS embraces the idea of rewarding positive behavior as it relates to the overall philosophy of the school. In keeping with that idea, the school has implemented its STAR Rewards Program, which rewards students each grading period based on their attendance, behavior, and academic accomplishment. Students are also rewarded at the end of each year with our STAR student assembly, where students can win prizes based on how often their names are added each nine weeks.

### **Health, Physical, and Emotional Supports**

SCS now has a licensed social worker on staff full time to counsel students and staff each school day to provide social-emotional health services. SCS created and developed a sensory room through grant funding. This sensory room provides students and staff with calming surroundings with items intended to lower stress levels. SCS participates in Impact Prevention trainings, as well as, has a student representative group that actively plans and participates with other students in other county schools that encourages strategies for social emotional support from peers.

### **A.9 Assessments and Intervention**

SCS often adds new students to its enrollment. As new students enroll, the school has developed a system to assess these students in order to quickly identify areas of strengths and weakness. An instructional plan is then developed to incorporate any intervention necessary for students to begin a path to proficiency and mastery. SCS utilizes Renaissance Learning and STAR Reading and Math programs each Friday to assess students' pathways to proficiency in reading and math and to identify focus areas for instruction. SCS staff utilize the Ohio Improvement Process's teacher-based, building-based, administrator-based, and district-based leadership teams to meet weekly and monthly to discuss student data, students' pathways to proficiency, mastery of standards, and instructional/assessment strategies to assist our students in meeting proficiency and mastery goals. All members of the SCS staff analyze student data to determine adequate progress toward proficiency and mastery. SCS staff have set "nonnegotiable" basic skills students must master for effective and efficient vertical standards progression (sight-words mastery for reading fluency and math-fact mastery for math fluency).

SCS relies upon the guidelines of the third-grade reading guarantee to determine the promotion and retention of students in grades K–3 and relies upon teacher data, student-assessment results, and parental input regarding adequate student progress and mastery of standards to determine promotion and retention in grades 4–12.

### **Support Structures for Students Who Have Fallen Behind**

Students receive intervention based upon the essential standards they have not yet mastered. Reading intervention is our first priority, and students will receive this intervention during each

**COMMUNITY SCHOOL CONTRACT**

day that school is in session. The schedule has been adjusted so that students will have time while they are here at school to receive reading-intervention services. Once growth has occurred in reading, students will then be targeted to receive intervention services in math in any of the deficit areas within the essential standards in math. Student data will be discussed regularly in teacher-based team meetings, building-based team meetings, and district-based team meetings. If students are not making expected growth, they will be targeted for after-school intervention services. If needed, students will also be targeted to attend summer school.

**A.10 Return and Recovery Plan****Response to Covid-19**

SCS has worked closely with our local Health Department to help develop strategies to combat the effects of the virus. Although some of the decisions have been painful for our student body—ie., graduation modifications, prom postponement, and the cancellation of extra and cocurricular activities—prioritization of our students’ safety and our adherence to guidelines set forth from Governor DeWine’s office have not wavered.

SCS is committed to continuing our ascension to a more consistent level of higher learning for every one of our students, as well as instituting best practices for safety. SCS will continue to work to provide food for our students and their families on a daily basis through cooperation with various social assistance agencies within Scioto County.

We are preparing for the upcoming school year based upon the Covid epidemic and local health department guidelines. Our plan includes multiple strategies we’ve utilized these past few months in dealing with the Covid situation. The strategies are based on all aspects of school operations, including transportation, serving meals, transitions, large group gatherings, supporting teaching and learning, and prevention practices. The strategies address student learning at school and remote learning. All classes will be recorded on video and made available online for all students. Instructional packets and materials will be distributed to those students with no or limited Internet access. SCS has a school portal on its website to make online resources available and allow access to district online learning platforms.

<b>Identifying academic needs</b>	
<b>Spring 2021</b>	<ul style="list-style-type: none"> <li>● Special-education progress reports</li> <li>● Updated ETR testing (if available), IEP present levels of performance</li> <li>● Student grades disaggregated by at least 70 percent mastery and/or proficiency levels (L, B, P, Ac, Adv)</li> <li>● High school student credits disaggregated by subgroups (SWD, ED, gifted, ELL, etc.)</li> <li>● Reading improvement and monitoring plan (RIMP) results</li> <li>● Performance on district assessments (ESGI, STAR, Heggerty, iReady, IXL, Study Island, Beyond Textbooks, short-cycle assessments, etc.) disaggregated by at least 70 percent mastery</li> </ul>

## COMMUNITY SCHOOL CONTRACT

	<p>and/or proficiency levels (L, B, P, Ac, Adv)</p> <ul style="list-style-type: none"> <li>● Performance on Ohio Department of Education–developed Restart Readiness assessments (full-length benchmark and/or Checkpoint assessments) disaggregated by at least 70 percent mastery and/or proficiency levels (L, B, P, Ac, Adv)</li> <li>● Item analysis of district assessments and/or Restart Readiness assessments or fall third-grade OST</li> <li>● AP and/or College Credit Plus enrollment and grades</li> <li>● Early Learning Assessment for preschoolers and their curriculum-based assessment</li> <li>● Performance on ACT and/or SAT</li> <li>● Performance on ACT Torch Prep</li> </ul>
<b>Summer 2021</b>	<ul style="list-style-type: none"> <li>● Performance on Ohio State Tests</li> <li>● Item analysis of Ohio State Test results</li> <li>● Early Learning Assessment for preschoolers and curriculum-based assessments</li> <li>● STAR Early Literacy, Letterland, Heggerty, ESGI and/or KRA item analysis</li> <li>● Performance on ACT Torch Prep</li> </ul>
<b>2021–22</b>	<ul style="list-style-type: none"> <li>● Special-education progress reports</li> <li>● Updated ETR testing (if available), IEP present levels of performance</li> <li>● Student grades disaggregated by at least 70 percent mastery and/or proficiency levels (L, B, P, Ac, Adv)</li> <li>● High school student credits disaggregated by subgroups (SWD, ED, gifted, ELL, etc.)</li> <li>● RIMP results</li> <li>● Performance on district assessments (ESGI, STAR, Heggerty, iReady, IXL, Study Island, Beyond Textbooks, short-cycle assessments, etc.) disaggregated by at least 70 percent mastery and/or proficiency levels (L, B, P, Ac, Adv)</li> <li>● Performance on Ohio Department of Education–developed Restart Readiness assessments (full-length benchmark and/or Checkpoint assessments) disaggregated by at least 70 percent mastery and/or proficiency levels (L, B, P, Ac, Adv)</li> <li>● Item analysis of district assessments and/or Restart Readiness assessments or fall third-grade OST</li> <li>● AP and/or College Credit Plus enrollment and grades</li> <li>● Early Learning Assessment for preschoolers and their curriculum-based assessment.</li> <li>● Performance on ACT and/or SAT</li> <li>● Performance on ACT Torch Prep</li> <li>● Performance on Ohio State Tests</li> <li>● Item analysis of Ohio State Test results</li> <li>● STAR Early Literacy, Letterland, Heggerty, ESGI, and/or KRA</li> </ul>

## COMMUNITY SCHOOL CONTRACT

	item analysis
<b>2022–23</b>	<ul style="list-style-type: none"> <li>● Special-education progress reports</li> <li>● Updated ETR testing (if available), IEP present levels of performance</li> <li>● Student grades disaggregated by at least 70 percent mastery and/or proficiency levels (L, B, P, Ac, Adv)</li> <li>● High school student credits disaggregated by subgroups (SWD, ED, gifted, ELL, etc.)</li> <li>● RIMP results</li> <li>● Performance on district assessments (ESGI, STAR, Heggerty, iReady, IXL, Study Island, Beyond Textbooks, short-cycle assessments, etc.) disaggregated by at least 70 percent mastery and/or proficiency levels (L, B, P, Ac, Adv)</li> <li>● Performance on Ohio Department of Education–developed Restart Readiness assessments (full-length benchmark and/or Checkpoint assessments) disaggregated by at least 70 percent mastery and/or proficiency levels (L, B, P, Ac, Adv)</li> <li>● Item analysis of district assessments and/or Restart Readiness assessments or fall third-grade OST</li> <li>● AP and/or College Credit Plus enrollment and grades</li> <li>● Early Learning Assessment for preschoolers and their curriculum-based assessment</li> <li>● Performance on ACT and/or SAT</li> <li>● Performance on ACT Torch Prep</li> <li>● Performance on Ohio State Tests</li> <li>● Item analysis of Ohio State Test results</li> <li>● STAR Early Literacy, Letterland, Heggerty, ESGI, and/or KRA item analysis</li> </ul>

<b>Approaches to addressing academic gap filling</b>	
<b>Spring 2021</b>	<ul style="list-style-type: none"> <li>● Twenty-first-century after-school program (grades K–5)</li> <li>● Community resource coordinator</li> <li>● After-school program (grades 6–12)</li> <li>● Extended learning hours in partnership with the SCOESC</li> </ul>
<b>Summer 2021</b>	<ul style="list-style-type: none"> <li>● Community resource coordinator</li> <li>● Extended summer academic programming will be available for all students in grades K–12, specifically targeting those students who have not yet made adequate academic progress</li> <li>● High-quality curriculum, such as Beyond Textbooks, Letterland, ESGI, Renaissance-AR, and IXL will be used to</li> </ul>

**COMMUNITY SCHOOL CONTRACT**

	<p>address academic gaps, with a focus on grade-level/core-subject essential standards</p> <ul style="list-style-type: none"> <li>● STAR Reading and Math Assessments, short-cycle assessments, Beyond Textbooks, Study Island, and IXL will continue in order to monitor progress</li> <li>● Additional staff will be placed in targeted academic areas</li> <li>● Extended learning hours in partnership with the SCOESC</li> <li>● ESY services provided by SCOESC for SWD as determined by the IEP team</li> <li>● Credit recovery—Educere</li> <li>● Review ELA and math student-readiness tool kits and complete gap analysis</li> </ul>
<b>2021–22</b>	<ul style="list-style-type: none"> <li>● Twenty-first-century after-school program (grades K–5)</li> <li>● Community resource coordinator</li> <li>● After-school program (grades 6-12)</li> <li>● Extended learning hours in partnership with the SCOESC</li> <li>● Credit recovery—Educere</li> <li>● Licensed Ohio Department of Education preschool program, SCOESC Child Development Center program</li> <li>● ESY services provided by SCOESC for SWD as determined by the IEP team</li> </ul>
<b>2022–23</b>	<ul style="list-style-type: none"> <li>● Twenty-first-century after-school program (grades K–5)</li> <li>● Community resource coordinator</li> <li>● After-school program (grades 6-12)</li> <li>● Extended learning hours in partnership with the SCOESC</li> <li>● Credit recovery—Educere</li> <li>● ACT Torch Prep</li> <li>● Licensed Ohio Department of Education preschool program, SCOESC Child Development Center program</li> <li>● ESY services provided by SCOESC for SWD as determined by the IEP team</li> </ul>

**Approaches to identifying social and emotional needs**

<b>Spring 2022</b>	<ul style="list-style-type: none"> <li>● LSW</li> <li>● Community resource coordinator</li> <li>● K–5 Second-Step Program</li> <li>● BOTVIN Life Skills Assessment</li> <li>● Handle with Care</li> <li>● OHYES!</li> <li>● ASQ-SE</li> <li>● ACE</li> </ul>
<b>Summer 2021</b>	<ul style="list-style-type: none"> <li>● LSW</li> <li>● Community resource coordinator</li> </ul>

**COMMUNITY SCHOOL CONTRACT**

	<ul style="list-style-type: none"> <li>● K–5 Second-Step Program</li> </ul>
<b>2021–22</b>	<ul style="list-style-type: none"> <li>● LSW</li> <li>● Community resource coordinator</li> <li>● Handle with Care</li> <li>● K–5 Second-Step Program</li> <li>● BOTVIN Life Skills Assessment</li> <li>● ACE</li> </ul>
<b>2022–23</b>	<ul style="list-style-type: none"> <li>● LSW</li> <li>● Community resource coordinator</li> <li>● Handle with Care</li> <li>● K–5 Second-Step Program</li> <li>● BOTVIN Life Skills Assessment</li> <li>● ACE</li> </ul>

<b>Approaches to addressing social and emotional need</b>	
<b>Spring 2021</b>	<ul style="list-style-type: none"> <li>● LSW</li> <li>● Community resource coordinator</li> <li>● K–5 Second-Step Program</li> <li>● Handle with Care</li> <li>● Training in crisis-prevention intervention for deescalation with SCOESC</li> <li>● PBIS training for staff implementation</li> </ul>
<b>Summer 2021</b>	<ul style="list-style-type: none"> <li>● LSW</li> <li>● Community resource coordinator</li> <li>● Training in crisis-prevention intervention for deescalation with SCOESC</li> <li>● PBIS training for staff implementation</li> </ul>
<b>2021–22 and beyond</b>	<ul style="list-style-type: none"> <li>● LSW</li> <li>● Community resource coordinator</li> <li>● Handle with Care</li> <li>● Prevention 101—Impact Curriculum</li> <li>● BOTVIN Life Skills training for staff to implement</li> <li>● Training in crisis-prevention intervention for deescalation with SCOESC</li> <li>● Building Better Bonds website for training and resources for staff</li> <li>● PBIS training for staff implementation</li> </ul>

## **Exhibit 2. Financial Plan**

### **B.1 Budget Summary**

The most recent five-year projected budget is available from the Ohio Department of Education [here](#) and is fully incorporated by reference herein. Projections are subject to revision at the discretion of the Governing Authority.

#### **Appropriations and Spending Plan**

The annual appropriation measure shall be designed to carry out district operations in a thorough and efficient manner, maintain district facilities properly, and honor continuing obligations of the Board of Education.

The board may establish a board service fund, which shall not exceed the greater of \$2.00 per enrolled student or \$20,000. The board service fund shall be set aside from the general fund, on an annual basis, by resolution of the board and shall be used to pay expenses actually incurred by board members in the performance of their official duties. Such fund may also be used to pay for the expenses actually incurred by newly elected board members relative to training and orientation to the performance of their duties prior to taking office. Appropriations from this fund shall not exceed the sum specified by R.C. 3315.15 in any one school year.

An annual appropriations resolution shall be developed, approved, and filed according to statute and the requirements of the auditor of the state of Ohio. The appropriation measure shall be adopted at the fund level for all funds.

The board shall adopt as part of its annual appropriation measure a spending plan (also known as a forecast), as prescribed by statute—or, in the case of an amendment or supplement to an appropriation measure, an amended spending plan setting forth a projection of revenue, expenditures, and assumptions. The forecast shall include the general fund, any special cost associated with general-fund money, emergency-levy funds, any debt-service activity that would otherwise have gone to the general fund, DPIA, and poverty-based assistance funds. A copy of the annual appropriation measure and any amendment or supplement to it and the spending plan or amended plan shall be submitted to the superintendent of public instruction and shall set forth all revenues available for appropriation by the district during such year and their sources; the nature and amount of expenses to be incurred during the year; the outstanding and unpaid expenses on the date the measure, amendment, or supplement is adopted; the dates by which such expenses must be paid; and any other information the superintendent or state law requires.

The plan, amended plan, and updates shall be presented in such detail and form and at such times as the superintendent of public instruction or state law prescribes.

#### **Budget (Appropriations) Preparation**

The budget is formulated under the direction of the treasurer/CFO using a cooperative budgeting system in which the principals and department supervisors develop throughout the year a list of

**COMMUNITY SCHOOL CONTRACT**

items for implementing the instructional program and/or for day-to-day operations in their schools/departments that they wish to include in the next budget. Prior to the start of the budget-preparation process, the treasurer/CFO will prepare a timetable for budget preparation laying out the dates by which the preparation, review, and approval will take place.

At the beginning of each budget year, the superintendent and treasurer/CFO will estimate the costs of district-wide operations such as staff, building maintenance, transportation, capital improvements, etc., and determine the per-student allocation for each school, as well as the total allocation for each operating department.

These will be entered on a spreadsheet and distributed to each principal/department supervisor, with the discretionary allocation highlighted along with the parameters and constraints they are to use in developing spending plans for the coming year.

After the allocations have been completed, the school's/department's proposed budget is to be submitted no later than May 1st to the superintendent for review and inclusion in the total budget.

The completed tentative budget shall contain the following:

1. The amount budgeted for proposed expenditures by funds, functions, and object
2. The corresponding amounts budgeted by fund, function, and object that were actually expended during the last completed fiscal year and anticipated to be expended during the current fiscal year
3. All revenues anticipated for the ensuing fiscal year classified as funds and sources of income, including only those revenues that can be reasonably anticipated and excluding contingency revenues

The proposed expenditures and anticipated revenues in the budget shall be supported by explanatory schedules or statements of sufficient detail to judge the validity thereof, including a statement that shall summarize the aggregate of revenues, appropriations, assets, and liabilities of each fund, in balanced relations

## **B.2 Financial Management**

### **Fiscal Planning**

The Board of Education shall collect and assemble the information necessary to discharge its responsibility for the fiscal management of the school district and to plan for the financial needs of the educational program. The board will strive toward maintaining both short- and long-range projections of district financial requirements.

Accordingly, the Board directs the Treasurer to do the following:

1. Include cost estimates in all ongoing financial requirements
2. Prepare a long-range, year-by-year plan for the maintenance and replacement of facilities and equipment

**COMMUNITY SCHOOL CONTRACT**

3. Maintain a plan of anticipated local, state, and federal revenues
4. Report to the board any serious financial implications that emerge from the district's ongoing fiscal planning

In addition, the board directs the treasurer to maintain annually a detailed five-year projection of estimated revenues and expenditures, as required by Policy 6231. This projection must describe the systems and procedures for managing the school's finances and identify the staff position(s) that will be responsible for financial oversight and management, as well as their relevant qualifications to manage this work.

**System of Accounting**

As specified by the auditor of state, the Board of Education uses the Uniform School Accounting System (USAS) as the chart of accounts by which it keeps an accounting of all district funds. The district's financial records shall show sources of revenue, amounts received, amounts expended, and the disposition of public property. The treasurer shall complete an accounting of all capital assets to protect the financial investment of the district against catastrophic loss. Further, the treasurer shall establish procedures and regulations necessary to properly account for capital assets and comply with generally accepted accounting principles (GAAP) and ensure that the district's capital assets are properly insured.

The district's system of accounting shall comply with all requirements of the Governmental Accounting Standards Board, Statement No. 54 (GASB 54). In accordance with GASB 54, the District will report its fund balances in the following categories:

1. **Nonspendable fund balance:** Amounts that cannot be spent because they are either (a) not in a spendable form (which includes items that are not expected to be converted to cash—for example, inventories or prepaid amounts) or (b) legally or contractually required to be maintained intact (for example, the corpus of an endowment fund).
2. **Restricted fund balance:** Amounts that are constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions or by enabling legislation.
3. **Committed fund balance:** Amounts that are constrained to specific purposes by the board and are to be reported as committed; these amounts cannot be used for any other purpose, unless the board takes action to remove or change the constraint.
4. **Assigned fund balance:** Amounts that the board intends to use for a specific purpose but are neither restricted nor committed; the intent can be expressed by the board or by an official or committee to which the board delegates the authority.
5. **Unassigned fund balance:** Amounts that are available for any purpose; these amounts are reported only in the general fund.

The board authorizes its auditors and directs its administrative staff to take all steps necessary to comply with the requirements of GASB 54. All revenue and funds will be designated to one of the above categories.

**Financial Controls**

**COMMUNITY SCHOOL CONTRACT**

Staff members are required to use purchase requisitions for all purchases. This system allows staff members to enter all pertinent information and follows a mapping for approval. First approval is from the principal, second is from the superintendent, and third is from the treasurer. Once these have been fully approved, they are converted to purchase orders. Staff members are required to utilize pay-in sheets for all money that is turned in to the treasurer's office.

The USAS and Uniform Staff Payroll System (USPS) programs enable SCS to account for all funds, expenditures, and receipts, as well as all payroll-related items.

The main office secretary completes the student educational management information system (EMIS) and school options enrollment system (SOES) function for the district. The treasurer performs the staff EMIS function. The comprehensive continuous improvement plan (CCIP) is initiated by the curriculum director, with the help of the treasurer, and is then approved by the treasurer and superintendent.

Different school groups participate in fundraising activities to provide monies necessary for items such as uniforms and trips. These activities are led by advisors or coaches, and all monies are turned in to the treasurer's office for accounting. Funds are maintained through the treasurer's office.

The treasurer shall maintain a proper accounting of all district funds. She or he shall ensure that expenditures are budgeted under and charged against those accounts that most accurately describe the purpose for which such monies are to be or have been spent.

Wherever appropriate and practicable, salaries of individual employees, expenditures for single pieces of equipment, and the like shall be prorated under the several accounts that most accurately describe the purposes for which such monies are to be or have been spent.

The treasurer shall receive all vouchers for payments and disbursements made to and by the board and preserve them for the statutorily required period.

The treasurer shall implement procedures and practices that will determine (1) capitalization policies for district assets (that is, which assets will be capitalized and depreciated over their estimated useful life versus which assets will be expensed in year of purchase); (2) methods for calculating annual and accumulated depreciation expenses for assets, including estimates for asset lives, residual asset values, and depreciation methodology; and (3) procedures for recording gain or loss on the sale of capital assets and proceeds from the sale of capital assets in compliance with GAAP reporting of estimated cash values or replacement values to district insurance providers.

The treasurer shall report to the board and superintendent on a monthly basis (or more often, if required) the revenues and expenditures in the fund reporting categories established above. The treasurer's statement shall show revenues and receipts from whatever source derived, the various appropriations made by the board, the expenditures and disbursements therefrom, the purposes thereof, the balances remaining in each appropriation, and the district's assets and liabilities. At the end of the fiscal year, such statement shall be a complete exhibit of the district's financial affairs and may be published and distributed with approval of the board.

**COMMUNITY SCHOOL CONTRACT**

The treasurer is responsible for filing in a timely manner, on behalf of the board, an annual report with the auditor of state, on prescribed forms, that states the following:

1. The amount of collections and receipts and accounts due from each source
2. The amount of expenditures for each purpose
3. The amount of the district's debt, the purpose for which each item of such debt was created, and the provision made for the payment thereof
4. Any other information as the auditor prescribes on the form

Simultaneously with filing the annual report with the auditor, the treasurer shall publish a notice in a newspaper published in the district—or, if there is none, in a newspaper of general circulation in the district. The notice shall state the financial report has been completed and is available for public inspection at the treasurer's office.

In addition to the preceding annual report and notice, the treasurer also shall file all required financial reports as specified by the superintendent of public instruction.

The board's annual financial statements shall also include information such as (1) the beginning and ending balances of capital assets; (2) the beginning and ending balances of accumulated depreciation; and (3) the total depreciation expense for the fiscal year.

Such reporting shall include description of significant capital asset activity during the fiscal year, including acquisitions through purchase or donation; sales or dispositions, including the proceeds and gains or losses on the sale; and changes in methods of calculating depreciation expense or accumulated depreciation, such as estimates of useful life, residual values, and depreciation methodology (for example, straight line or other methods).

Before implementing procedures or changing procedures, the treasurer will review the proposed procedure with the auditor appointed by the board to conduct the board's financial audit. The procedures established shall comply with all statutorily required standards and GAAP.

**Internal Controls**

The superintendent shall establish and maintain effective internal controls over federal awards that provide reasonable assurance that the district is managing all awards in compliance with applicable statutes, regulations, and the terms and conditions of the awards. The district will have a process that provides reasonable assurance regarding the achievement of the following objectives:

1. Effectiveness and efficiency of operations
2. Reliability of reporting for internal and external use
3. Compliance with applicable laws and regulations

The internal controls must provide reasonable assurance that transactions are properly recorded and accounted for in order to permit the preparation of reliable financial statements and federal reports; maintain accountability over assets; and demonstrate compliance with federal statutes,

**COMMUNITY SCHOOL CONTRACT**

regulations, and the terms and conditions of the federal award. The internal controls must also provide reasonable assurance that these transactions are executed in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a direct and material effect on a federal award, as well as any other federal statutes and regulations that are identified in the Compliance Supplement. Finally, the district's internal controls must provide reasonable assurance that all federal funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

The district shall do the following:

1. Comply with federal statutes, regulations, and the terms and conditions of the federal awards
2. Evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of the award
3. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings
4. Take reasonable measures to safeguard protected "personally identifiable information" (PII) and other information the awarding agency or pass-through entity designated as sensitive or the district considers sensitive consistent with applicable federal, state, local, and tribal laws and district policies regarding privacy and obligations of confidentiality.

Note that PII is defined at 2 C.F.R. 200.79 as "information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual." However, the definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified (2 C.F.R. 200.61-61, 200.79, 200.303).

Internal controls are as follows:

1. "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States
2. "Internal Control Integrated Framework" (commonly referred to as the Green Book), issued by the Committee of Sponsoring Organizations of the Treadway Commission
3. "Compliance Supplement," issued by the U.S. Office of Management and Budget
4. Internal control guidance, issued by the U.S. Department of Education

**Purchasing***General Provisions*

1. All purchases shall be by purchase order processed through the treasurer's office.
2. The treasurer/CFO shall be the contracting agent for all financial obligations.
3. The treasurer/CFO shall be responsible for encumbering the funds as soon as the purchase order has been issued.
4. A verbal financial commitment may be made only for emergencies or when it is impossible

**COMMUNITY SCHOOL CONTRACT**

or impractical to precede the purchase with a purchase order. Before such a commitment is made, the superintendent and treasurer/CFO shall be contacted for approval and for a purchase order number. In all such cases, a purchase order shall be issued as soon as possible after the commitment is made.

5. Employees are forbidden to use the name of the district, any discounts provided the district, or any other means for associating a personal purchase with the district. They are to make clear to any district supplier from whom they are purchasing an item that it is a personal purchase by the employee and is not associated with the district. Failure to abide by this provision could lead to disciplinary action.
6. Ongoing commitments such as service contracts and leases should be renewed annually, in writing, at the renewal date.
7. Blanket purchase orders for goods or services are valid only for the time period and amount indicated on the purchase order. Extension of the commitment beyond that time and/or amount shall be confirmed by a new purchase order. Blanket purchase orders must be approved by the superintendent and treasurer/CFO before they are issued.
8. Purchases of contracted services shall be negotiated either verbally, by a request for proposal, or through the bid process, as determined by the superintendent. Such services that cost more than \$50,000 require the approval of the board.
9. The superintendent will determine the most appropriate method of obtaining prices for items or groups of items that are not subject to formal bidding procedures.

*Purchase Order Procedure*

1. The requestor completes the requisition-purchase order in accordance with AG 6320B1 and submits it to the principal/supervisor for review and approval.
2. If approved, the principal/supervisor retains the goldenrod copy and sends the original to the treasurer/CFO for verification and dating.
3. The requisition-purchase order is entered into the computer for verification, and if verified, the treasurer/CFO affixes a date and assigns a number.
4. The treasurer/CFO then sends the requisition-purchase order to the superintendent for approval and dating.
5. After approval, the superintendent sends the requisition-purchase order back to the treasurer/CFO for final signature.
6. The original copy of the requisition-purchase order is sent to the vendor unless there are specific instructions to the contrary.
7. The yellow copy is filed by the accounts payable clerk, and the blue and pink copies are sent to the principal/supervisor.

*Payment of Claims Procedure*

1. When delivery is made, the principal/supervisor checks the pink copy of the requisition-purchase order to ensure the order has been received correctly and in proper condition.
2. If so, the packing or delivery slip is initialed and attached to the pink copy of the requisition-purchase order, and both the pink and blue copies are sent, within five (5) working days, to the accounts payable clerk for payment.
3. The accounts payable clerk checks the pink copy against the invoice, and if everything is

**COMMUNITY SCHOOL CONTRACT**

in order, a warrant is drawn.

4. If the accounts payable clerk finds discrepancies or has questions, she or he shall contact the principal/supervisor.
5. The vendor's invoice is filed with the pink copy of the requisition-purchase order and a copy of the warrant.
6. Upon payment, the blue copy of the requisition-purchase order is returned to the principal/supervisor indicating the amount and date paid.

**Deposit of Public Funds: Cash-Collection Points**

Monies received at cash-collection points throughout the district must be deposited in accordance with this policy. Cash-collection points are any areas within a school where money flows into the district. Currently identified cash-collection points are admission fees to athletic events, lunchroom sales, classroom fees, student activities/fundraisers, and miscellaneous money coming through the treasurer's office such as grants, interest, donations, sale of fixed assets, and taxes.

Persons who receive monies at cash-collection points in the district are required to deposit all monies received with the treasurer on the next business day after the day of receipt, if the total amount of monies exceeds \$1,000. If the monies received do not exceed \$1,000, the person shall deposit such monies with the treasurer not more than three (3) business days following the day of receipt. Persons who receive money at cash-collection points are responsible for its safekeeping until the money is deposited with the treasurer. Ordinarily, the money should be secured in a locked desk, filing cabinet, safe, or other secure room on school property, and it should not be taken home. If an employee believes it is safer to take the money home, she or he must obtain permission to do so from his or her supervisor, building principal, or other appropriate administrator. The treasurer is directed to develop, distribute, and implement procedures addressing the provision of receipts (where applicable) to the payee(s) and proper segregation of duties for the receipting, depositing, recording, and reporting of cash. These procedures should be particularized to each cash-collection point and should include flowcharts as appropriate. The procedures should further address the need for completion of timely bank reconciliations so that "unreconciled differences" can be identified and resolved.

**Audit**

The Board of Education requires, after the close of the fiscal year (June 30), that an audit of all accounts of the district be made annually by an independent, certified public accountant or the state auditor's office. The audit examination shall be conducted in accordance with generally accepted auditing standards and shall include all funds over which the board has direct or supervisory control.

The treasurer shall also prepare and publish an audited statement of the financial condition of the district at the close of each fiscal year, on or before November 1 of the next succeeding fiscal year.

Findings for recovery should be reported to the superintendent, treasurer, and board. It is the board's preference that an employee not be named in a finding for recovery unless such employee directly performed the action causing the finding and benefited personally from such action.

In the event an audit indicates a finding for recovery involving a shortage of funds, finding for recovery should be made against the employee who directly handled the cash, checks, money orders, or other form of payment.

In the event an audit indicates a finding for recovery related to the improper spending of district funds or the conversion of district funds or assets for personal use, the finding for recovery should be made directly against the employee who improperly spent the district funds or converted the district funds or assets for personal use. This provision includes, but is not limited to, employees who fail to be properly licensed and accept compensation in violation of state law, employees who accept compensation from falsified pay documents, and employees who accept compensation known to be in error and do not report for correction in a timely manner.

Any finding for recovery should be reported to and jointly made against the district's bonding company.

### **Identify Any Vendors that Will Be Used to Support Finance and Operations**

If using an education-management entity, staff will review the three most recent years of the entity's audited financial statements. SCS utilizes the USAS and USPS programs and is affiliated with META Solutions. META is the information-technology center (ITC) that is used by all public schools in this area. We also utilize the auditor of state's local government services (LGS) for GAAP conversion, as well as the financial audit division for our annual audits. SCS reports directly to the Ohio Department of Education regarding the five-year forecast, as well as federal and state funding.

SCS contracts with the SCOESC for fiscal/treasurer services and, where necessary, works with a CPA and/or legal counsel on fiscal issues. Financial policies are contained in the SCS board policy manual.

### **B.3 Transportation, Food Service, and Other Partnerships**

#### **Transportation**

Students from adjacent school districts, with the exception of the New Boston Local and Clay Local School Districts, attending SCS are provided transportation by parents/guardians, with older students driving themselves and some students walking. SCS owns three school buses and employs substitute bus drivers in order to transport students for extracurricular activities. SCS does not have any students at this time with special needs who require special transportation services as indicated in student IEPs.

#### **Food Service**

Breakfast and lunch are provided to SCS students by the food-service staff employed by the district. All food is prepared at the school. SCS participates in the National School Lunch Program and offers free breakfast and free lunch to all students. Free after-school snacks are provided to students at SCS who participate in the after-school Latchkey Program.

SCS does make food/drink accommodations for students with food allergies.

### **Social-Emotional Health Services**

SCS is in the process of working with local mental-health/counseling agencies in order to have licensed counselors at the school during the school day to provide social-emotional health services.

### **B.4 Insurance**

SCS will maintain insurance in accordance with this Contract.

Insurance shall be placed with companies licensed by the state of Ohio. Insurance is to be placed through a qualified agent who shall be the agent of record on all policies, except that policies relating to annuities, group life, and accident and health may be placed through qualified agent(s), a direct-writing carrier, or a third-party administrator.

Each agent of record shall provide the following services, as appropriate to the type of insurance represented:

1. Advice with respect to all insurance matters to the end that the district has adequate but not excessive insurance coverage at the lowest possible cost
2. Safety and fire inspections
3. Review of plans and specifications of all new buildings with the controlling qualified fire-insurance rating engineer in order to minimize penalty charges
4. Prompt processing of claims
5. Instructions on fire safety and prevention to the custodial staff

### **Qualifications of Agent(s)**

1. Agent(s) shall be defined as an individual or organization whose major source of income arises from commissions received from the solicitation of insurance
2. In the case of an individual, she or he must have been engaged in the solicitation of insurance for a period not less than one (1) year prior to his or her designation as agent(s) of record by the board
3. The agent(s) shall be duly licensed by the state

In all cases where a person has an accident claim against the district, she or he is to be referred to the superintendent who will, in turn, take appropriate action with the insurance company.

No principal or other employee is to offer aid or advice on how to proceed with such claims. The office of the superintendent will instruct people on the submission of bills and on means of pressing the claim.

### **Exhibit 3. Governance Plan**

#### **C.1 Governing Body**

##### **Description of Governing Board Entity**

The SCS governing board is composed of five community-elected members. The five community-elected members must be citizens of the United States, nineteen years of age or older, and a registered voter in the sixth ward of the City of Portsmouth or Precincts A and H of Porter Township. The elected governing board members serve four-year staggered terms with no term limits being enforced. No member of the governing board receives any financial compensation for their service. The governing board president has provided orientation information to newly elected members regarding the following responsibilities:

- Help to create, approve, and monitor the school's annual budget
- Develop current and future policies to guide the operation of the school
- Secure appropriate funding for the operation of the school
- Support the efforts of the superintendent to administer all educational programs consistent with board policy
- Maintain a commitment to the vision, mission, and belief statements of SCS and the children they serve

#### **C.2 Governing Board Composition**

The governing board will be comprised of at least five (5) members. Membership is subject to change, pursuant to the bylaws of SCS.

SCS does not use a management organization. Management of SCS is left to the administration, treasurer, and governing board.

#### **C.3 Management and Operation**

##### **District Leadership**

The district leader at SCS is the superintendent, who oversees the principal, administrators, and instructional staff. The superintendent is the instructional leader for the district. The superintendent oversees curriculum development and implementation, makes personnel decisions, oversees legal compliance, works with the treasurer and assistant treasurer with regard to budgeting and financial management, and sees to any special staffing needs. The superintendent evaluates the principals each year and follows the Ohio Principal Evaluation System (OPES). The superintendent is evaluated by the board once every year. Each board member is given an evaluation form to complete, and the numbers are added together to determine an average for each individual item in a section. Then, an average for that section is calculated by taking each score and adding and dividing to find the average. There are nine sections in the evaluation, which are as follows: (1) leadership skills; (2) decision-making skills; (3) communication and community relations; (4) operations, support services, and facilities; (5) personnel management; (6) budget and finance; (7)

**COMMUNITY SCHOOL CONTRACT**

political awareness; (8) professional traits; and (9) board/superintendent relations. These nine sections are composed of forty-nine individual items. The evaluation is then presented to the superintendent to read and make comments.

Regarding succession, when this position becomes open, it would be posted first internally to allow any employee who is interested and meets the qualification to apply. If an internal candidate is not deemed acceptable by the governing board, the position would be advertised in newspapers and online. The applicant should have educational credentials and administrative experience in schools commensurate with the responsibilities of the position, as determined by the governing board. The applicant may also hold a superintendent licensure, but this is not required.

**Building Leadership**

The building leaders at SCS are the principals, who oversee all operations of the buildings. The principals are the instructional leaders for their buildings. They have oversight over personnel, budgets, and staffing needs of their buildings and provide oversight to the daily teaching and learning within the building. The principals evaluate staff each year based upon the year of contract and use the Ohio Teacher Evaluation System. The principals are evaluated by the superintendent one time each year. SCS currently participates in OPES, as prescribed by Ohio law. SCS is currently involved in the pilot program of the new teacher-evaluation system.

**District Administration**

SCS has a director of curriculum and instruction who oversees the implementation of curriculum and instructional strategies and oversees staff professional development. The curriculum director also oversees title programs in the district. The curriculum director is evaluated by the superintendent one time each year, except during the year of contract renewal, when he/she is evaluated two times. The superintendent is currently serving as the director of curriculum and instruction.

SCS has a director of special education, who is issued as a supplemental position on a part-time basis. The director of special education oversees compliance of special-education law as it pertains to federal and state regulations and also serves as district representative. The director of special education works closely with the two building principals and superintendent.

SCS has an EMIS secretary who oversees state data entry. The superintendent oversees data entry and signs off to validate the data submitted to the state.

The treasurer and assistant treasurer oversee SCS's financial management and budgeting.

**C.3.1 Records**

The governing board has adopted a comprehensive records-retention policy outlining the appropriate procedures for handling the wide array of documents generated within the school. Each record type is designated a retention period, storage location, and owner. Records are divided into the following categories: board and administrative records, employee records, student records,

building records, central department, financial records, payroll-related records, reports, and other. The executive director or his designee is ultimately responsible for the annual review and proper retention or disposal of records within this plan. Current policy dictates that records are to be disposed of properly by document shredder or other approved disposal measures.

## **C.4 Staffing and Human Resources**

### **Recruitment, Selection, and Evaluation**

Building principals will attend job fairs through local universities in order to identify and make connections with education departments and possible future teachers. Instructional staff are state licensed or are working on obtaining alternative licensure. There is a mix of experienced and new staff members, which allows the new staff to draw on the experiences and wisdom of the older staff. As new leadership and/or operations positions become available, SCS looks internally at qualified staff members who could efficiently and effectively perform within the required parameters of the position. The instructional staff members are evaluated by the supervising principal yearly. Other informal evaluation “walk-throughs” are done throughout the time the contract is in place.

The staff members are evaluated in the following four areas: organization, creating an environment for student learning, teaching for student learning, and teaching professionalism. After completion of each formal evaluation, the principal will review the evaluation and discuss it with the teacher. The teacher-evaluation policy aligns with the Standards for the Teaching Profession, as set forth in state law. SCS currently participates in the Ohio Teacher Evaluation System to evaluate teachers and follows the procedures as set forth in law. Each evaluation will result in an effectiveness rating of accomplished, proficient, developing, or ineffective. An effectiveness rating is based on the following two categories: (1) teacher performance and (2) student-growth measures. Of the evaluation, 50 percent will be attributed to teacher performance and 50 percent will be attributed to multiple measures of student growth. Ratings of teacher performance and student-growth measures shall be combined to reach the summative teacher-effectiveness rating. The board shall annually submit to the Ohio Department of Education, in accordance with Ohio Department of Education guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher-preparation programs from which and the years in which the teachers graduated.

### **Calculating Teacher Performance**

Teacher performance is evaluated during the two cycles of formal observations and periodic classroom walk-throughs. Of the effectiveness rating, 50 percent will be attributed to teacher performance through a holistic process based upon the Ohio Standards for the Teaching Profession and training for credentialed evaluators. Teachers who show below-expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator assigned by the superintendent/designee for the evaluation cycle from the board-approved list.

### **Removal of Poorly Performing Teachers**

The board uses evaluation results for removing poorly performing teachers and adopts procedures

**COMMUNITY SCHOOL CONTRACT**

for removing poorly performing teachers based on evaluation results. To fill teaching positions, vacancies are posted internally first and are then advertised in appropriate sources where people would look for employment. Resumes are collected and interview committees are formed based upon the position that SCS is attempting to fill.

Teachers are compensated based on experience and level of education. SCS utilizes a pay scale that shows how much compensation is to be provided. SCS offers a range of benefits, including but not limited to healthcare and dental coverage, to full-time staff and participates in the State Teachers Retirement System (STRS) and School Employees Retirement System (SERS).

**Maintenance/Custodial Positions**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Completing day-to-day cleaning
- Disinfecting all classrooms, hallways, lunchrooms, offices, locker rooms, and restrooms
- Cleaning all windows, vacuuming, sweeping, mopping, and removing trash from all receptacles in and around the buildings
- Delivering breakfast and lunch to the elementary building each day
- Picking up and delivering Power Packs each Tuesday and food boxes for the pantry once per month
- Cleaning and maintaining the football field, baseball field, gymnasium, stage, bleachers, and school grounds
- Performing daily maintenance of all lighting, plumbing, electrical, and boilers
- Completing painting and general building repairs
- Assisting in Health Department and Fire Department inspections
- Making any corrections as needed based upon inspection report

**Kitchen/Food-Service Positions**

Description of responsibilities include serving all students and keeping their best interest at the forefront of decisions and feeding the students of SCS during both breakfast and lunch. All staff members begin and end their days at different times. The job requirements for the kitchen staff vary, depending on what is on the menu for the day, but include turning on the ovens and steamers, getting the food out of the walk-in and freezers that are needed to start the day, preparing breakfast, serving breakfast, getting breakfast ready for the next day, washing cafeteria tables after breakfast, preparing the fruit for the day, making salads, making cold sandwiches, preparing lunch, serving lunch, keeping dishes washed and put away, cleaning tables after lunch, cleaning the serving-line area, sweeping and mopping all floors, and wiping down and sanitizing prep areas.

**Teacher Aide Positions**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions

**COMMUNITY SCHOOL CONTRACT**

- Providing one-on-one tutoring for eligible students during times when the teacher would not otherwise be instructing the student
- Assisting with classroom management, such as organizing instructional and other materials
- Providing assistance in a computer laboratory, gymnasium, cafeteria, office, or playground
- Providing support in a library or media center
- Conducting parental involvement activities
- Acting as a translator
- Providing instructional services to students, if working under the direct supervision of a teacher; a paraprofessional will be considered to be working under the “direct supervision” of a teacher if the following are true:
  - The teacher plans the instructional activities that the paraprofessional carries out
  - The teacher evaluates the achievement of the students with whom the paraprofessional is working
  - The paraprofessional works in close and frequent physical proximity to the teacher
- Following the expected attendance policies
- Reporting directly to the building principal

**Teacher Positions**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Following professional standards for the teaching profession
- Understanding student learning and development and respecting the diversity of the students they teach
- Understanding the content area for which they have instructional responsibility
- Understanding and using varied assessment to inform instruction, evaluate, and ensure student learning
- Planning and delivering effective instruction that advances individual student learning
- Creating learning environments that promote high levels of learning and student achievement
- Collaborating and communicating with students, parents, other educators, district administrators, and the community to support student learning
- Assuming responsibility for professional growth, performance, and involvement
- Maintaining positive staff, parent, and community relations
- Being courteous and accessible to students
- Setting rigorous goals for instruction and utilizing formative assessments
- Creating lesson plans; administering praise and constructive criticism; instructing students on content-specific subjects such as science, English language arts, math, and so on; and creating a well-rounded, comprehensive instructional program
- Creating instructional resources for use in the classroom
- Working with intervention staff to provide all necessary accommodations and modifications according to student individual IEPs and following all special-education laws, policies, and procedures
- Planning, preparing, and delivering instructional activities

**COMMUNITY SCHOOL CONTRACT**

- Creating a positive educational climate for students to learn in
- Meeting course and school-wide student-performance goals
- Participating in ongoing professional-development training sessions
- Creating lesson plans and modifying them accordingly throughout the year
- Maintaining grade books and Progress Books weekly
- Grading papers and performing other administrative duties as needed
- Researching and writing grant proposals, when possible, to gain assistance in funding for programs
- Creating projects designed to enhance learning
- Reading and staying abreast of current topics in education
- Utilizing various curriculum resources
- Integrating competencies, goals, and objectives into lesson plans
- Utilizing curricula that reflect the diverse educational and cultural backgrounds of the students served
- Developing incentives to keep students motivated
- Developing professional relationships with other agencies and programs
- Utilizing public library resources
- Working with program coordinators to ensure initiatives are being met
- Tutoring students on an individual basis as needed
- Establishing and communicating, orally and visually, clear objectives for all learning activities
- Preparing and distributing required reports
- Observing and evaluating students' performance
- Providing assistance to teacher aides as needed, if applicable
- Managing student behavior in the classroom by invoking approved disciplinary procedures
- Differentiating learning and behavior based upon student needs
- Following the expected attendance policies
- Participating in all teacher-based team meetings and preparing data accordingly
- Reporting directly to the building principal

**School Secretary**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Providing clerical and administrative support to the principal, support teaching staff, and classroom teachers
- Providing care and support to students as the need arises
- Ensuring that the school operates in a consistently organized manner every day
- Being the face of the school—the first person everyone sees coming into the school
- Being the positive and smiling representative for visitors
- Organizing substitute staff for teachers/teacher aides
- Acting as liaison between the community, the school, and other internal and external stakeholders

**COMMUNITY SCHOOL CONTRACT**

- Coordinating appropriate documents for communication between schools and with the district office
- Maintaining and overseeing all record keeping for students and staff
- Adhering to rigorous student and staff confidentiality protocols in all circumstances
- Acting as first point of contact to callers, screening calls, relaying messages, and transferring calls as appropriate
- Arranging conferences, meetings, and travel reservations for administrative personnel using both school resources and out-of-school arrangements
- Completing forms in accordance with school and district procedures, following education legislation
- Composing, typing, and distributing staff and department meeting notes and routine correspondence
- Generating and distributing reports as appropriate
- Handling visitor inquiries and directing them to the appropriate people according to their needs
- Locating and attaching appropriate files to incoming correspondence requiring replies
- Distributing newsletters and other information in an economical and time-sensitive manner
- Maintaining master schedule and event calendars
- Cross-referencing with district timelines and facility availability
- Making copies of correspondence and other printed material
- Opening, reading, routing, and distributing incoming mail and other material and preparing answers to routine letters
- Setting up and maintaining paper and electronic filing systems for records, correspondence, and other material
- Recording attendance and absences and making phone calls as appropriate
- Establishing work procedures and schedules and managing workflow of other clerical staff members
- Testing, operating, promoting, and troubleshooting new office technologies as they are developed and implemented
- Managing projects from a clerical perspective and contributing to committee and team work
- Ensuring email best practices and coordinating the flow of information both internally and with other organizations
- Ordering, tracking, and dispensing supplies
- Reviewing work done by others to ensure that school formatting and content policies are followed and revising as necessary
- Preparing and circulating curriculum documents
- Maintaining records with a high degree of accuracy
- Maintaining all active student files, including but not limited to all hard-copy files and their contents, as well as transferring/receiving online active student records
- Working as part of a team
- Directing teams with facility and courtesy
- Working with frequent interruptions
- Operating office equipment such as fax machines, copiers, and phone systems and using computers for spreadsheet, word processing, database management, calendar, and other

applications

- Following all attendance expectations and reporting directly to the building principal

### **Director of Student Services**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Helping students develop a positive attitude toward school and learning
- Helping students develop positive relationships with peers, parents, teachers, and families
- Helping students improve various social skills, such as coping strategies and friendship skills
- Helping students deal with personal concerns, crises, school-related problems, home and family concerns, friendship issues, and any other issues that interfere with learning
- Helping ease the transitions between school settings
- Planning and implementing a variety of programs and activities to enhance the personal, social, and emotional development of students
- Being a liaison for parents, teachers, and students
- Being a resource for parents interested in general-education curriculum, special education, challenge testing, general-education interventions, standardized testing, character education, and the general well-being of all students
- Assisting with building student schedules and developing a graduation pathway regarding credit attainment
- Taking responsibility for all students meeting all graduation requirements
- Organizing incentive programs for students
- Maintaining records with a high degree of accuracy
- Organizing all awards assemblies
- Maintaining all withdrawn/inactive/graduated student files, including but not limited to all hard-copy files and their contents, as well as transferring online student records and transcripts
- Developing students' college or career readiness via ACT/SAT preparation, scholarship applications, FAFSA, college visits, technical-school enrollment, and so on
- Taking on other duties assigned by superintendent and/or designee or building administration
- Following all attendance expectations and reporting directly to the building principals

### **Athletic Director**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Scheduling games for all junior high and high school sports teams
- Scheduling officials for junior high and high school games (except high school boys and girls)
- Scheduling bus trips for all junior high and high school games

**COMMUNITY SCHOOL CONTRACT**

- Providing coverage for all high school home games, as well as away high school football and boys' and girls' junior high and high school basketball
- Depositing money in the bank from all home contests
- Assisting in the interviewing process for open athletic positions
- Assisting in monitoring coaches' certifications and trainings
- Conducting preseason meetings
- Attending banquet at the end of each season
- Overseeing concession stand for junior high and high school football games and boys' basketball games
- Approving and overseeing fundraising completed within the athletic department
- Scheduling, planning, and conducting athletic banquets, as well as ordering awards for athletic banquets
- Developing a sports-practice schedule for gym use and availability
- Taking on other duties assigned by superintendent and/or designee or building administration

**Transportation Director**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Scheduling buses and drivers for all away athletic trips
- Scheduling buses and drivers for all school-sponsored clubs and teams during school hours
- Scheduling buses and drivers for all school-sponsored clubs and teams after school hours
- Effectively communicating with Portsmouth City Schools Transportation Department regarding any transportation-related issues, such as discipline and scheduling Bus Safety program with students
- Scheduling bus and driver for the after-school enrichment program
- Scheduling bus and driver for morning and afternoon Sciotoville, New Boston, and Clay routes
- Overseeing bus-driver qualifications, such as licensing and physical
- Assisting superintendent with determining safety of roadways during inclement weather
- Overseeing all bus-maintenance schedules, safety inspections, and work completion
- Communicating with administration in scheduling of bus maintenance
- Taking on other duties assigned by superintendent and/or designee or building administration

**Building Principal**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Staffing personnel
  - Assisting in acquiring, supervising, and developing the building's human resources so that the educational and other programs of the building might be most effectively

**COMMUNITY SCHOOL CONTRACT**

- implemented
  - Assessing staffing needs and cooperating with the superintendent in recruiting, interviewing, and making recommendations concerning employment
  - Assigning staff within the building to particular teaching or support positions
  - Supervising and directing the evaluation of individuals assigned to the building
  - Administering provisions of negotiated employee contracts relative to certificated and classified staff in the building
- Overseeing curriculum and instruction
  - Maintaining and improving the quality of the instructional program and school climate through being responsible for teacher implementation of the curriculum, supervision of instruction, and assisting in the development of the instructional program for the district
  - Providing leadership in establishing and implementing educational goals and objectives for the school and in evaluating the attainment of those goals and objectives
  - Directing the planning of building-level staff-development activities and professional-development programs
  - Participating in district curriculum-revision and textbook-selection efforts
  - Planning an organizational framework to bring together the school's staff, students, facilities, and programs in an effective instructional program
- Pupil personnel
  - Providing leadership and support for services that will foster the well-being of students and provide for their individual needs
  - Establishing and directing behavior-management systems that are consistent with the Board of Education's policies regarding student rights and responsibilities
  - Cooperating with other district-level administrators in supporting programs, such as guidance, special-education, and nursing services that provide for the safety, emotional and physical well-being, and enhanced educational opportunities for students
  - Providing orientation for students new to the building
  - Compiling, securing, and using student records in compliance with legal restraints and district policies
- Maintaining school/community relations
  - Fostering and maintaining effective two-way communication between the school and the community
  - Organizing and meeting with PTO and other such advisory groups
  - Directing the release of information about the school through newsletters, meetings, newspapers, parent groups, and other appropriate communication techniques
  - Presenting or supervising the presentation of reports to the Board of Education as directed by the superintendent
  - Developing relationships with individuals and community groups that foster support for school goals, objectives, and programs
- Resource management
  - Supervising the operation of the building, equipment, and business procedures in ways that enhance the overall program
  - Directing custodial staff to insure the proper cleanliness and safety of the facilities

**COMMUNITY SCHOOL CONTRACT**

- Assessing the general condition and needs of the building and grounds and reporting them to the director of support services
- Preparing and implementing a budget that will adequately support school programs
- Preparing and submitting federal, state, and local reports
- Professional and personal development
  - Developing and maintaining professional and personal skills and knowledge needed to provide effective leadership as a building principal
  - Participating in local, state, and national professional organizations
  - Visiting programs in other schools and attending educational conferences and professional development
  - Reading current professional literature
- Other duties as assigned by the superintendent and/or designee

**Director of Curriculum and Instruction**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Monitoring curriculum implementation and instruction to ensure excellence in teaching that supports student achievement
- Guiding teachers in the effective use of instructional and support materials for full implementation of all areas of the curriculum
- Guiding teachers in adapting materials and methods across the curriculum to the learning styles and instructional levels of individual students, using multiple appropriate differentiation strategies, including but not limited to instructional grouping
- Modeling effective instructional practices, including delivery of instruction using effective teaching strategies, and providing effective feedback, professional development, and coaching for teachers in mastering these practices
- Offering continuous and targeted professional development that directly supports the school curriculum and instruction and that ensures continuous student achievement of the school's academic standards
- Leading grade-level and/or content-area meetings on topics of curriculum, instruction, and assessment and providing leadership in curriculum and instruction during staff meetings and on an individual basis
- Using multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement
- Monitoring the use of student-achievement data from multiple sources (including standardized tests, ILS data, curriculum-based assessments, classroom assessments, and other data) to inform instruction
- Providing support for intervention programs based on personalized student-achievement plans and monitoring program effectiveness based on data
- Organizing resources effectively to support learning activities in the classroom, school, and community
- Taking on other duties as assigned by superintendent and/or designee

**Director of Special Education**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Overseeing the special-education programs at both schools that provide educational assistance to children with mental, psychological, learning, behavioral, and/or physical disabilities
- Facilitating and supporting professional development of special-education department staff and intervention specialists
- Traveling weekly between both schools to support special-education efforts
- Demonstrating commitment to advancing the professional learning and practice of intervention specialists
- Committing to the roles and responsibilities of maintaining timely and appropriate communications with intervention specialists
- Creating and fostering positive learning environments for intervention specialists
- Advocating for student learning and employing instructional mentoring strategies designed to help intervention specialists enhance student learning
- Consistently meeting deadlines for assigned tasks and projects while completing quality work
- Providing observations, coaching, support, and evaluations to intervention specialists
- Leading and facilitating IEP, ETR, and 504 meetings
- Intaking of all special-education files, including verification of IAT/ETR/IEP documents, and communicating all document information to appropriate staff
- Providing technical guidance and suggestions related to special-education instruction and compliance
- Ensuring compliance with all statutes, timelines, and reporting
- Determining the least-restrictive environment placement upon enrollment
- Performing other duties as assigned by building principals, superintendent, and/or designee

### **District Test Coordinator**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Overseeing the elementary and middle school state testing/assessment programs, as well as ensuring that all applicable test-administration guidelines and legal requirements are met
- Establishing integrity and quality of each testing environment so that it is safe, secure, and conducive to a valid testing experience for each student
- Serving as a member of the district's testing team to develop a district-wide schedule that meets testing and instructional needs (including shared resources and instructional time)
- Serving as a district expert on test security and all required test-management procedures and staying up-to-date with all modifications as they are issued by Ohio Department of Education and testing companies
- Collaborating with each building's testing coordinator to craft the school's testing schedule, to secure room locations, to address staffing requirements, and to set up

**COMMUNITY SCHOOL CONTRACT**

accommodations and accessibility features as needed by some students

- Facilitating availability of resources
- Providing the necessary staff training to properly implement successful test administrations
- Collaborating with building test coordinators to provide security of testing materials, including chain of custody and return procedures
- Preparing and distributing student-testing tickets
- Working with the director of technology and media services to coordinate mandatory upgrades for computerized applications and technology needs
- Training staff on ethical test standards and security practices
- Monitoring each testing site to ensure that such practices are carried out effectively
- Ensuring compliance with testing guidelines and legal requirements pertaining to the administration of district testing programs
- Investigating and resolving testing security breaches and irregularities during the assessments
- Reporting test irregularities and security breaches to both building principals, the superintendent, and the Ohio Department of Education's Office of Assessment
- Ensuring confidentiality of information regarding students and staff, as it relates to testing
- Compiling student data and communicating data to all appropriate personnel
- Performing data analysis on standardized assessments and communicating analysis to all appropriate personnel
- Performing data-item analysis and providing staff with projections
- Preparing parent/family data reports for distribution
- Performing other duties as assigned by building principals and superintendent and/or designee

**Treasurer**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Serving as SCS's chief financial officer and treasurer for all SCS funds
- Assuming responsibility for the receipt, safekeeping, and disbursement of all SCS funds
- Supervising the collection, safekeeping, and distribution of all funds
- Receiving all moneys belonging to SCS
- Acting as custodian of all moneys belonging to SCS, depositing moneys received in banks designated by the board and exercising authorized investment methods for the most advantageous investment return and securities
- Paying out moneys on written order of designated official(s) of the board
- Being responsible for the preparation of warrants, recording of all disbursements, and maintaining accurate records of all disbursement of SCS funds
- Serving as the chief fiscal officer
- Preparing and analyzing all financial statements
- Preparing and submitting a monthly financial accounting (as the board may request or require) of all SCS funds (assets)
- Furnishing appropriate certificates as required by Ohio law

**COMMUNITY SCHOOL CONTRACT**

- Directing and managing all financial accounting programs and systems
- Setting up and controlling (maintaining) an accounting system, including the establishment and supervision of internal accounting controls (including data processing) adequate to record in detail all financial transactions
- Being responsible for the maintenance of a complete and systematic set of financial records in accordance with state statues and procedures prescribed by the auditor of state of all financial transactions
- Acting as general accountant of the board and preserving all accounts, vouchers, and contracts relating to SCS; accounting for the receipt and disbursement of cash; and providing for the safety of records maintained for the maximum period specified by Ohio law and/or board policy
- Preparing payrolls, including deductions; preparing and maintaining all necessary records of earnings and deductions and similar personnel payment records; and being responsible for reports and warrants to proper agencies covering deductions
- Assisting with budget development and long-range planning
- Cooperating with the superintendent and business manager in the projection of revenue and expenditures in preparing and implementing the appropriation resolution (budget) and spending plan for all district funds
- Acting as secretary of the board
- Attending all meetings of the board (unless properly excused by the board)
- Recording board proceedings in the minutes and attesting the president's signature after board approval and opening, reading, and entering all bids (when bidding is required) in the minutes
- Executing conveyances of the board (together with the board president)
- Serving as a member of SCS's records commission (together with the superintendent and board president)

Other duties and responsibilities are as follows:

- Serving as the spokesperson on fiscal matters
- Making all reports that are the result of the accounting function
- Making a full and complete itemized report of the finances of SCS at the close of each fiscal year
- Providing necessary financial information in a timely manner to the board, administration, and agencies of the state and U.S. governments
- Preparing reports and delivering them to the proper staff officials concerning the status of their budgetary accounts to guard against the overspending of any appropriated (budgeted) account
- Recommending new accounting methods as necessary and/or desirable
- Being responsible for the detailed recording (including data processing) of all school financial transactions in appropriate journals and subsidiary ledgers
- Supervising the preparation of studies establishing, appraising, and/or improving financial procedures and internal controls
- Working closely and cooperatively with auditors
- Compiling and preserving all official records and reports of the board

- Notifying the Board of Elections of changes in SCS boundaries

### **Assistant Treasurer**

Description of responsibilities include serving all students and keeping their best interest at the forefront of decisions.

Daily duties include the following:

- Checking both bank accounts for the high school online for any pending deposits, giving print outs to the treasurer
- Assigning purchase-order numbers to any requisitions once approved by the superintendent
- Counting any pay-ins that have come in and marking “OK” on them, so the treasurer will know they are correct
- Opening mail, attaching invoices to purchase orders, and making sure either the packing slip or invoice has a signature on it before it is paid
- Converting any purchase orders that have been approved by the superintendent, principal, and treasurer
- Checking purchase orders once approved and printing out and giving information to employee requesting so they can order
- Entering any new-hire forms online, making a copy of the confirmation page, attaching completed new-hire papers, and filing in “new-hire folder”—or if only one new hire is processed, attach it to the new-hire paper in the employee file
- Keeping track of all monthly blanket-purchase orders (approximately twenty-five) to make sure they do not exceed the limit
- Issuing a second blanket-purchase order occasionally if approved by the superintendent

Miscellaneous duties include the following:

- Typing up all new contracts for new employees
- Doing new hires for all new employees
- Mailing out SERS or STRS paperwork for new employees
- Canceling any unused purchase orders
- Seeing that bills are paid on time but not writing any checks without the treasurer being present
- Making any new file folders that are needed
- Making a workers-compensation database with the percentage rate for the current year to obtain correct amount owed (the treasurer will give the assistant the codes and percentage rate to work with)
- Pulling and copying any information requested by the auditors

Monthly duties are as follows:

- Issuing approximately twenty-five blanket-purchase orders prior to the first of the month, which must be in effect by the first day of each month

**COMMUNITY SCHOOL CONTRACT**

- Assisting the treasurer in balancing out both bank accounts
- Filing cancelled checks for both accounts when received by the bank
- Typing board minutes and entering them in the official board minute book once they have been approved by the treasurer; these must be in the board minute book prior to the next board meeting so they can be signed once approved by the board

Quarterly duties are as follows:

- Printing out 941 reports at the end of each quarter for the treasurer to complete and give back to the assistant treasurer to type on the computer
- Working with the treasurer on other quarterly reports

Payroll duties are as follows:

- Keeping a worksheet of current hourly employees and rate of pay, to be printed out for each pay period
- Keeping a folder with all paperwork and timesheets for each biweekly pay period and any additional special pays
- Totaling up hours on timesheets and entering rate of pay
- Entering attendance days on USPS
- Entering hours on USPS
- Running and processing biweekly payroll
- Changing any employee information when requested in writing by employee (for example, address and deductions)
- Mailing out deduction checks at end of each month (for example, Great American, city tax, state tax, and Ohio Tuition); the treasurer will help with this, and the city and state tax forms need to be approved and signed by the treasurer before they are mailed
- Typing up SERS and STRS monthly reports
- Assisting the treasurer with federal tax deposits online (EFPTS)

Year-end duties are as follows:

- Assisting the treasurer with year-end processes
- Checking all employee screens to make sure there are no abbreviations on the screens (road, avenue, street, and so on all need to be spelled out and not abbreviated)
- Other duties may be assigned based on need or change in legislation and reporting

**Superintendent**

Description of responsibilities include the following:

- Serving all students and keeping their best interest at the forefront of decisions
- Acting as the chief administrative officer of the district, administering policies and laws; being responsible for all facilities; and acting as chief procurement and budgetary officer
- Ensuring the safety of students

**COMMUNITY SCHOOL CONTRACT**

- Making recommendations for appointment, promotion, demotion, and discharge of all school personnel
- Representing the district in its dealings with other school systems, institutions and agencies, community organizations, and the general public
- Filing state regulation or local school-policy reports
- Preparing, with the assistance of the treasurer and other staff members, an annual budget for the board to consider
- Establishing and maintaining a public-relations program to inform the public of the school district's activities and needs
- Communicating personnel matters to employees
- Recommending courses of study, curriculum guides, text changes, and time schedules to the board
- Proposing new policies to the board
- Evaluating the school district's progress and needs continuously
- Attending conferences, workshops, and meetings on a local, state, and national level
- Conducting regular district administrative meetings
- Preparing an annual calendar for board adoption
- Evaluating and supervising administrative staff
- Auditing the total school program periodically
- Delegating duties to other staff members
- Setting forth student classification and advancement rules
- Making assignments, reassignments, and transfers to secure the highest efficiency of the entire staff
- Approving vacation schedules for salaried district employees
- Making board recommendations concerning pupil transportation in accordance with legal and safety requirements
- Recommending new school-site location and size and existing school-site additions
- Serving as a board liaison between the school district and the community
- Maintaining and keeping current employee personnel files
- Instructing the board about the educational system and about local, state, and national issues affecting education
- Preparing and distributing a board agenda to board members prior to each regular/special meeting
- Taking immediate action in cases of calamity, acts of nature, or other emergencies
- Supervising the purchase and distribution of textbooks, workbooks, and other educational supplies and materials
- Attending board meetings and informing the board of the conditions of the schools under his/her supervision
- Directing the administrative staff to establish and change, as needed, the school-attendance boundary areas
- Directing, assigning, and assisting educational employees in the performance of their duties
- Classifying, assigning, and controlling pupil promotion
- Directing the professional staff's curriculum evaluation and recommending necessary curriculum revisions to the board for approval

**COMMUNITY SCHOOL CONTRACT**

- Certifying attendance data and other reports to the Ohio Department of Education
- Defining processes for gathering, analyzing, and using data for informed decision-making
- Providing advice and counsel to the board
- Consulting with the board to clarify policy issues
- Making contacts with the public with tact and diplomacy
- Maintaining respect at all times for confidential information—for example, Board of Education executive-session discussions, personnel information, and lawsuit information
- Interacting in a positive manner with staff, students, and parents
- Promoting good public relations by personal appearance, attitude, and conversation
- Attending meetings and services as required
- Assigning students to alternative schools as deemed appropriate by convening authority
- Acquainting the public with the activities and needs of the schools

Other duties and responsibilities include the following:

- Acting as the school district's purchasing agent
- Serving as a liaison between employees and the board
- Supervising methods of teaching, supervision, and administration
- Providing staff with professional-development education programs
- Encouraging employee professional growth
- Recruiting needed personnel
- Serving as a role model for students
- Responding to routine questions and requests in an appropriate manner
- Performing other duties as assigned by the Board of Education

**Staff-Retention Rate**

The staff-retention in 2020–21 was 66 percent.

**C.5 Professional Development**

SCS's professional development is purposeful, structured, and a continuous process that occurs over the entire school year. The professional-development programs within SCS is aligned with the school's pedagogy and curriculum. The superintendent, director of curriculum and instruction, and district leadership team evaluate the district's curriculum annually. We only continue to utilize curriculum and programming if it is in alignment with our current educational practices. Professional development begins in August with five days before school begins. There are four additional professional-development days throughout the school year. Professional development is ongoing and continues until the end of the school year. At the beginning of each school year, SCS surveys the staff using the Ohio Standards for Professional Development (six standards) and the Ohio Standards for Teaching Profession (seven standards). SCS also evaluates its site action plan (HSTW/MMGW) from the previous school year. Based on the results of this analysis and discussions and planning from the district leadership team, SCS develops future plans for professional development. Prior to the 2019–20 school year, the entire staff participated in professional-development opportunities to align practices in grades K–12 and prepare the culture,

**COMMUNITY SCHOOL CONTRACT**

instructional practices, assessment practices, and curriculum. If any staff needs additional professional-development opportunities that are not offered through the district plan, we contact SCOESC to determine if they provide professional-development service regarding that particular topic. If SCOESC does not provide professional development on that specific topic, we will research reputable programs to determine dates and times of appropriate professional-development opportunities. If any part of the district professional-development program is ineffective or unsuccessful, we will revise those specific pieces in order to provide the most effective professional-development program to best meet the needs of all SCS staff.

The superintendent and/or the director of curriculum and instruction, the district leadership team, and building principals work together to develop, implement, and evaluate the professional-development plans each year. All staff, including both general- and special-education teachers, will be included in professional-development opportunities within the district.

**C.6 Student Recruitment and Enrollment**

SCS's mission, curriculum, teaching methods, and services align with the educational needs of our population. A large number of our students have experienced some kind of trauma in their lives which, if left unaddressed, can impact their day-to-day decisions and learning. The social-emotional needs of our students are not met by existing schools in the area. This understanding of the social-emotional learning needs of our students guides our mission, vision, educational philosophy, teaching methods, and daily purpose. Our school population is identified as 100 percent economically disadvantaged. A generational poverty culture typically operates under a fixed mindset, which—according to Carol Dweck's (2007) research—demonstrates the belief toward education that individuals are either good at learning or they are not, that learning and getting smarter are things one cannot control. Guiding our student population to understand that their day-to-day choices, education, and future are in their control is a top priority, and it is this construct that guides our decision making. All students are welcome to enroll at SCS, and SCS is reflective of the community it serves. The projections in the table below are subject to change at the discretion of the School.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
K	29	30	31	32	33
1	26	31	32	33	34
2	29	28	33	34	35
3	25	31	30	35	36
4	18	27	33	32	37
5	32	20	29	35	34
6	33	34	22	31	37

**COMMUNITY SCHOOL CONTRACT**

7	27	35	36	24	33
8	33	29	37	38	26
9	38	35	31	39	40
10	34	40	37	33	41
11	32	36	42	39	35
12	37	34	38	44	41
<b>Total</b>	<b>393</b>	<b>410</b>	<b>431</b>	<b>449</b>	<b>462</b>

**Student Recruitment Plans and Policies**

Teachers will have enrollment targets to meet each school year. The teachers will be given the expectation of adding two students to each of their incoming grade levels each year. Staff and administration will work to develop and participate in family- and student-based activities each summer.

**C.7 Community Partnerships**

SCS continually works to develop partnerships with community groups in order to enhance the opportunities for our students. SCS has an agreement with the Sciotoville United Methodist Church that allows students who drive to school to park in the church's lot and provides a meal during the football season to players, cheerleaders, and band members. Sciotoville Christian Church has a lease agreement with the school to provide property for the elementary school to operate. Berean Baptist Church hosts our professional-development/back-to-school service days, as well as providing breakfast and lunch for the staff. Berean Baptist Church also provides the staff with appreciation gifts a few times throughout the year. SCS will partner with the Shawnee State University (SSU) to once again open a twenty-first-century after-school program that serves elementary school students in grades K–5. SSU has successfully operated after-school programs for years and made available to SSC their university campus, facilities, and mentors at no charge. SSU's Ohio Department of Education–licensed programs serve hundreds of students and families, targeting students who are academically and economically at risk. Portsmouth Community Action Organization provides meals during summer school, and SCS will partner with the Children's Hunger Alliance through Community Action to provide snacks after school each day of our after-school program. The Steven Hunter Hope Fund continues to provide weekend snacks to students in need. The SSU Men's Basketball Team will regularly mentor at-risk students.

Several community partners also assist us in meeting the needs of our students and families: Scioto County Job and Family Services, Juvenile Court program and Judge Lemons, Counseling Services through Southern Ohio Behavioral Health and Shawnee Mental Health, Potter's House Ministries, Portsmouth Apostolic Church, Christ Community Church, Life-Point Church, Scioto Shoe Mart, Help Me Grow (program for first-time mothers and children), Sciotoville Little League, Sciotoville

Basketball League, Sciotoville Pee-Wee Football and Cheer, Portsmouth Fire Department, Portsmouth Police Department, Ohio State Patrol Shop with a Cop program, Hands for Veterans, United States Energy Corporation, Desco Federal Credit Union, Wendy's, McDonald's, Casa Grande, Bev's Burgers & Dairy Bar, Applebee's, *Scioto Voice* newspaper, Sciotoville PTO and Traffic Scout organizations, OSU Extension office, and Southern Ohio Medical Center & Life Center.

### **C.8 Parent Engagement**

SCS continually works to involve and engage parents in the educational process. There are two formal parent-teacher conference days scheduled during the year. Parents are encouraged to participate in the education of their child(ren) through regular communication with staff. Information on the district's website and social-media accounts is updated on a regular basis to keep parents and community members informed as to what is going on at SCS. Booster groups play a major role at SCS. Currently, we have three parent booster groups (marching band, choral music, and athletics). SCS provides to parents its annual report each year. Parents are given the school calendar and a student/parent handbook at the beginning of each school year to reference for information throughout the school year. SCS utilizes School Messenger, an automated-call program, to alert parents of student absences, special events/activities, or changes in the school schedule. SCS also uses Progress Book, an online data tool that is updated weekly to allow parents to monitor their child(ren)'s attendance and academic progress in every subject. We also encourage parents to become involved partners in their child(ren)'s education by practicing reading and math each night with their student(s). Our Renaissance reading and math platform has parent-involvement components that support involvement at home. Teachers and staff members also positively communicate with parents weekly and provide parents opportunities for questions or input.

SCS will engage parents as partners in their student's education. SCS provides programs such as myOn (online library), Study Island, and STAR Reading and Math, in which parents can work with children at home. We will seek parents' input on students' current academic and social experience via student/parent orientation/assessment meetings in person and over the phone. During these sessions, parents have the opportunity to review Ohio's grade-level learning standards and students' current STAR assessment data demonstrating present levels of mastery. Staff will discuss this information, provide suggestions for home-intervention activities, and assist families with any questions that arise. We will share the students' academic-goal-setting practices and provide biweekly STAR progress reports. We provide parents a variety of events, such as family literacy night, growth-mindset professional development, grade-level-assessment meetings, grade-level-orientation meetings, and free summer activities (family movie night, pool party, and carnival/open house). We cover all expenses for supplies and transportation costs for all events, trips, and activities linked to students' learning. We link families to local resources (Scioto County JFS, Community Food Pantry, Community Churches, and food programs) that meet individual needs of our students, parents, and families.

### **C.9 Means for Achieving Racial and Ethnic Balance**

The Community School will achieve a racial and ethnic balance reflective of the community it

**COMMUNITY SCHOOL CONTRACT**

serves by abiding by all legal admission policies outlined in Ohio laws. The Community School will be nonsectarian in its programs, admissions policies, employment practices, and all operations; will not charge tuition; and will not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability. The Community School will annually review its demographic data. If a significant difference exists between the racial and ethnic balance of the Community School's home city and/or district and that of the school, the Governing Authority may take action to address the difference, which may include but not be limited to a review of enrollment and outreach policies and procedures.

**C.10 Disposition of Employees**

In the event the Contract is terminated or not renewed pursuant to Section 3314.07 of the Code, the Governing Authority agrees to maintain all staff records in a secure location and make records available to staff upon request; ensure that STRS and SERS contributions are current; clarify COBRA benefits; inform staff of the date medical benefits end; ensure that each faculty's Local Professional Development Committee (LPDC) is current and available to staff; and provide a clear, written timeline of the closing process to all staff.

**C.11 Race to the Top**  
If the school is the recipient of monies from a grant awarded under the federal Race to the Top program, Division (A), Title XIV, Sections 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 section 3317.141 and will comply with section 3319.111 of the Revised Code as if it were a school district.

**C.12 Benefits**

Benefits offered to employees may include but are not limited to health, dental, and vision coverage. The school will have Worker's Compensation insurance. Retirement benefits are provided via STRS or SERS.

**C.13 Dismissal Procedures**

In accordance with Ohio Revised Code §3314.03(A)(6), any student who, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of learning opportunities will be automatically withdrawn from the school in accordance with the school's withdrawal procedures.

**C.14 Management**

In accordance with Ohio Revised Code §3314.191, the chief administrator of the community school is actively managing daily operations at the school.

**COMMUNITY SCHOOL CONTRACT****Exhibit 4. Academic and Organizational Accountability Plan (K–12)**

Pursuant to Article III of this Contract, the Academic and Organizational Accountability Plan constitutes the agreed-upon academic, financial, and organizational and governance requirements (“Requirements”) that the GOVERNING AUTHORITY and SPONSOR will use to evaluate the performance of the Community School during the term of this contract. Each of these Requirements may be considered by the SPONSOR to gauge success throughout the term of this contract.

To be considered for contract renewal, the GOVERNING AUTHORITY is expected to “meet” the standard as specified herein, which is the SPONSOR’s minimum expectation for the School. An inability to achieve minor elements of the standards may not prevent consideration of contract renewal, based on the totality of the circumstances, which will be subject to SPONSOR’s sole and complete discretion. The SPONSOR will also consider the school’s Report Card, as issued by the Ohio Department of Education and incorporated by reference herein.

All indicators are reviewed annually and are also reviewed over the term of the contract at renewal.

<b>Primary academic indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
PI <sup>1</sup>	4 stars or higher	3 stars	2 stars	1 star
VA <sup>2</sup>	5 stars	4 stars	2 – 3 stars	1 star
Gap Closing	4 stars or higher	3 stars	2 stars	1 star
Prepared for Success	4 stars or higher	3 stars	2 stars	1 star
Graduation rate (four years)	Greater than or equal to 96.5%	From 90% to less than 96.5%	From 84% to less than 90%	Less than 84%
Improving At-Risk K-3 Readers	Greater than or equal to 88%	From 68% to less than 88%	From 58% to less than 68%	From 0% to less than 58%
Performance versus local market: <sup>3</sup> PI	Ranked in the 80th percentile or higher in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom half in PI score
Performance versus local market: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score
Performance versus statewide charters: PI	Ranked in the 80th percentile or higher in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom half in PI score

<sup>1</sup> The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score). For report card ratings, PI percentage is the school’s PI score in relation to the average PI score of the top 2% of schools in the state.

<sup>2</sup> A VA score is a statistical estimate intended to convey how much a school has contributed to student learning. A higher VA score conveys greater confidence that, on average, the school has contributed more than one standard year of academic growth; a lower VA score conveys greater confidence that the school has, on average, not contributed more than one standard year of academic growth. The report card incorporates an “effect size” measure that will also determine the rating alongside the traditional “index score.”

<sup>3</sup> “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) in the county in which a school is located as well as comparable district schools in the charter school’s serving district, as designated by the ODE.

## COMMUNITY SCHOOL CONTRACT

Performance versus statewide charters: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score
<b>Supplemental information (not rated)</b>				
Internal Assessments	School regularly administers an internal growth assessment and uses the data collected to inform instructional practice and show continuous improvement	School regularly administers an internal growth assessment and uses the data collected to inform instructional practice	School regularly administers an internal growth assessment	School does not regularly administer an internal growth assessment
Mission specific goals (section A.7 of this contract)	School has developed mission specific goals, regularly analyzes progress in achieving mission specific goals, and met a majority of its mission specific goals.	School has developed mission specific goals, regularly analyzes progress in achieving mission specific goals	School has developed mission specific goals	School has not developed mission specific goals
Family and student survey	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a 70% or higher response rate, and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a 55-69.9% response rate and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had 40% to 54.9% response rate, and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a response rate of lower than 39.9% and shared the results with the school's board
<b>Financial measures of success (current year)</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Current ratio of assets to liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one-year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is less than or equal to 0.9
Days' cash	60 or more days' cash	Between 30 and 60 days' cash	Between 15 and 30 days; OR between 30 and 60 days' cash AND one-year trend is negative	Fewer than 15 days' cash

## COMMUNITY SCHOOL CONTRACT

Current-year enrollment variance <sup>4</sup>	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90%–95% of budgeted enrollment in most recent year	Actual enrollment is 80%–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
<b>Financial measures of success (prior years)</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Multiyear ratio of assets to liabilities <sup>5</sup>	Ratio is greater than or equal to 1.1 for at least the 2 most recent years	Ratio is between 1.0 and 1.1 for at least the most recent year	Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most previous years out of 3 years	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most previous years out of 3 years
Cash flow	Cash flow is positive for at least the 2 most recent years	Cash flow is positive for the most recent year.	Cash flow is negative for the most recent year	Cash flow is negative for the 2 most recent years
<b>Operations/ governance indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Records compliance <sup>6</sup>	95% or higher	90%–94.9%	75%–89.9%	74.9% or below
Special-education compliance performance indicator score (most recent annual) <sup>7</sup>	3.75-4.0 points	Needs assistance 3.0-3.74 points	1.25-2.99 points	Less than 1.25 points

<sup>4</sup> The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

<sup>5</sup> This ratio depicts the relationship between a school's annual assets and liabilities, covering the last three years, based on the most recently audited financial statements.

<sup>6</sup> Represents the percentage of records reviewed that were accurate and complete during the school year.

<sup>7</sup> The Individuals with Disabilities Education Improvement Act (IDEIA) requires that state education agencies make annual determinations regarding the performance of special-education programs operated by local education agencies (LEAs) that receive federal IDEA Part-B funding. In Ohio, individual charter schools are considered LEAs.

**Exhibit 5. Letter of Approval to Operate**

Pursuant to the provisions of Chapter 3314 of the Ohio Revised Code and Article VII of the Community School Contract entered into between the GOVERNING AUTHORITY and the Thomas B. Fordham Foundation (the “SPONSOR”), this letter shall serve as the Letter of Approval to Operate from the SPONSOR for the (temporary/permanent) facility for located at the following address:

Sciotoville Community School  
224 Marshall St.  
Portsmouth, OH 45662

This Letter of Approval is issued based upon the following documentation provided to the SPONSOR:

- Certificate of Authority of Nonprofit Status
- Proof of property ownership or property lease
- Certification of Teaching Staff (completed or in process)
- Affidavit of BCI&I/FBI for all Staff (completed or in process)
- Certificate of Occupancy (permanent or temporary)
- Liability Insurance
- Health and Safety Inspection (permanent/final or temporary)
- Fire Inspection (permanent/final or temporary)
- Food Permit (if applicable)

If the Certificate of Occupancy, Health and Safety Inspection, or Fire Inspection is temporary, the GOVERNING AUTHORITY shall provide the SPONSOR with the documentation of a permanent or final permit within five (5) business days of receipt from the governmental agency.

If any teaching certificates or licenses or BCI&I/FBI checks are in process, the GOVERNING AUTHORITY shall provide the SPONSOR with documentation of completion within five (5) business days of receipt from the governmental agency.

If the school opens under a temporary Certificate of Occupancy in which further repairs or modifications to the facility are needed, the school shall have a reasonable period of time to complete the repairs and obtain a permanent Certificate of Occupancy. If the repairs are not completed within a reasonable period of time, the SPONSOR may revoke this Letter of Approval and the school shall cease operations upon the date specified by the SPONSOR.

If, after the GOVERNING AUTHORITY has received a permanent or temporary Certificate of Occupancy, the school is issued a health or safety violation by a governmental agency, the GOVERNING AUTHORITY shall have a reasonable period of time to remedy the circumstances that caused the citation. In the event the GOVERNING AUTHORITY does not correct the violation to the satisfaction of the governmental agency that issued said violation within a reasonable period of time, the SPONSOR shall revoke this Letter of Approval to Operate and the School shall cease operations until the violations have been satisfactorily corrected and the Letter of Approval has been reissued by the SPONSOR.

**COMMUNITY SCHOOL CONTRACT**

If at any time the GOVERNING AUTHORITY fails to maintain the above-mentioned documentation, the SPONSOR may revoke this Letter of Approval to Operate and the School shall cease operations until the proper documentation has been obtained and the Letter of Approval has been reissued by the SPONSOR.

If any of the required documentation that is set forth herein and provided by GOVERNING AUTHORITY contains false or misleading information or is in any way fraudulent, the SPONSOR may revoke this Letter of Approval to Operate at any time and the school shall cease operations upon the date specified by the SPONSOR.

**Exhibit 6. Statement of Assurances for Start-Up Schools****3314.19 Annual assurances by community school sponsor**

The sponsor of each community school shall provide the following assurances in writing to the Department of Education not later than ten business days prior to the opening of the school's first year of operation or, if the school is not an Internet- or computer-based community school and it changes the building from which it operates, the opening of the first year it operates from the new building:

- (A) That a current copy of the contract between the sponsor and the governing authority of the school entered into under section [3314.03](#) of the Revised Code has been filed with the department and that any subsequent modifications to that contract will be filed with the department;
- (B) That the school has submitted to the sponsor a plan for providing special education and related services to students with disabilities and has demonstrated the capacity to provide those services in accordance with Chapter 3323. of the Revised Code and federal law;
- (C) That the school has a plan and procedures for administering the achievement and diagnostic assessments prescribed by sections [3301.0710](#), [3301.0712](#), and [3301.0715](#) of the Revised Code;
- (D) That school personnel have the necessary training, knowledge, and resources to properly use and submit information to all databases maintained by the department for the collection of education data, including the education management information system established under section [3301.0714](#) of the Revised Code in accordance with methods and timelines established under section [3314.17](#) of the Revised Code;
- (E) That all required information about the school has been submitted to the Ohio education directory system or any successor system;
- (F) That the school will enroll at least the minimum number of students required by division (A)(11)(a) of section [3314.03](#) of the Revised Code in the school year for which the assurances are provided;
- (G) That all classroom teachers are licensed in accordance with sections [3319.22](#) to [3319.31](#) of the Revised Code, except for noncertificated persons engaged to teach up to twelve hours or forty hours per week pursuant to section [3319.301](#) of the Revised Code;
- (H) That the school's fiscal officer is in compliance with section [3314.011](#) of the Revised Code;
- (I) That the school has complied with sections [3319.39](#) and [3319.391](#) of the Revised Code with respect to all employees and that the school has conducted a criminal records check of each of its governing authority members;
- (J) That the school holds all of the following:
  - (1) Proof of property ownership or a lease for the facilities used by the school;
  - (2) A certificate of occupancy;
  - (3) Liability insurance for the school, as required by division (A)(11)(b) of section [3314.03](#) of the Revised Code, that the sponsor considers sufficient to indemnify the school's facilities, staff, and governing authority against risk;
  - (4) A satisfactory health and safety inspection;
  - (5) A satisfactory fire inspection; and
  - (6) A valid food permit, if applicable;
- (K) That the sponsor has conducted a preopening site visit to the school for the school year for which the assurances are provided;

**COMMUNITY SCHOOL CONTRACT**

(L) That the school has designated a date it will open for the school year for which the assurances are provided that is in compliance with division (A)(25) of section [3314.03](#) of the Revised Code;

(M) That the school has met all of the sponsor's requirements for opening and any other requirements of the sponsor; and

(N) That, for any school that operates using the blended-learning model, as defined in section [3301.079](#) of the Revised Code, the sponsor has reviewed the following information, submitted by the school:

- (1) An indication of what blended-learning model or models will be used;
- (2) A description of how student instructional needs will be determined and documented;
- (3) The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
- (4) The school's attendance requirements, including how the school will document participation in learning opportunities;
- (5) A statement describing how student progress will be monitored;
- (6) A statement describing how private student data will be protected; and
- (7) A description of the professional-development activities that will be offered to teachers.

Amended by 133rd General Assembly File No. TBD, SB 89, §1, eff. 3/2/2021.

Amended by 133rd General Assembly File No. TBD, HB 166, §101.01, eff. 10/17/2019.

Amended by 131st General Assembly File No. TBD, HB 2, §1, eff. 2/1/2016.

Amended by 129th General Assembly File No.28, HB 153, §101.01. See act for effective dates.

Amended by 128th General Assembly File No.9, HB 1, §101.01, eff. 10/16/2009.

**COMMUNITY SCHOOL CONTRACT****Exhibit 7. Roster of Governing Authority****Sciotoville Community School**

Name	Role	Term	Address
William Shope	Chair	To be submitted to Sponsor as set forth in Epicenter	224 Marshall St, Portsmouth, OH 45662
Bob McCann	Board Member	To be submitted to Sponsor as set forth in Epicenter	224 Marshall St, Portsmouth, OH 45662
Bob Workman	Board Member	To be submitted to Sponsor as set forth in Epicenter	224 Marshall St, Portsmouth, OH 45662
Lettie Johnson	Board Member	To be submitted to Sponsor as set forth in Epicenter	224 Marshall St, Portsmouth, OH 45662
Josh Hoskins	Board Member	To be submitted to Sponsor as set forth in Epicenter	224 Marshall St, Portsmouth, OH 45662

**Exhibit 8. Related-Party Disclosure Form****THOMAS B. FORDHAM FOUNDATION RELATED-PARTY DISCLOSURE FORM**

The Community School will submit this form annually to SPONSOR's Epicenter system on the date set forth by the SPONSOR.

Ohio Ethics Commission Information Sheet #1 (Restrictions on Nepotism or Hiring Family Members) states the following:

Ohio Ethics Law and related statutes prohibit an official from

- Authorizing the employment of a family member and
- Using the authority or influence of her public position to secure authorization of the employment of a family member.

An official is prohibited from hiring a family member in any employment position, including a full-time, part-time, temporary, or permanent position, a position in the classified or unclassified civil service, or a non-civil-service position.

In most situations, the Ohio Ethics Law and related statutes do not prohibit family members from being employed by the same public agency, as long as no official has secured a job, or job-related benefits, for her family member.

In addition, Statute<sup>8</sup> states the following:

- No present or former member, or immediate relative of a present or former member, of the governing authority of any community school established under this chapter shall be an owner, employee, or consultant of any sponsor or operator of a community school, unless at least one year has elapsed since the conclusion of the person's membership.

I acknowledge that no official at Sciotoville Community School has authorized the employment of any family members. Family members, regardless of where they reside, are defined as the following: spouse, children (whether dependent or not), siblings, parents, grandparents, grandchildren, and any other person related by blood or by marriage and living in the same household.<sup>9</sup>

I disclose that the following parties, either employed by or serving on the Governing Authority of the school, are related. I further disclose their roles as employees or members of the Governing Authority of the Community School.

---

<sup>8</sup> ORC 3314.02 (E) (4)

<sup>9</sup> Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).



**COMMUNITY SCHOOL CONTRACT****Exhibit 9. Facilities Addendum**

This Exhibit includes a stipulation of which entity owns all community 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 stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.<sup>10</sup>

Sciotoville Community School owns all Community School facilities and property at 224 Marshall St, Portsmouth, OH 45662 and 5523 3rd St, Portsmouth, OH 45662.

School facilities information must include the following:<sup>11</sup>

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

Information for the facility is noted below. Any contracts related to school facilities are subject to change at the discretion of the school's Governing Authority. Any lease contract(s) and any updates thereto must be submitted to the sponsor via Epicenter.

<b>Description of facility</b>	Parcel 34-2615 Tracts 1 through 5 on Market Street and Parcel 34-2609 Tracts 6 and 7 on Market Street, Parcel 34-2614 Tract 8 at Farney Avenue, and Parcel 34-2611 at Farney Avenue in the Township of Porter, County of Scioto, and the state of Ohio. Two-story educational facility and modular units.
<b>Annual costs</b>	\$165,545.43
<b>Annual mortgage principal and interest payments</b>	N/A
<b>Name of landlord or lender and relationship to operator</b>	Deed to Sciotoville Community School, Inc.

<b>Description of facility</b>	Educational use modular units, Life Center/Gymnasium and parking lot, located on Third Street and Galia Street in Sciotoville, Ohio.
<b>Annual costs</b>	\$67,522.17
<b>Annual mortgage principal and interest payments</b>	N/A
<b>Name of landlord or lender and relationship to operator</b>	Land and Use of Family Life Center from Sciotoville Christian Church. No organizational relationship.

<sup>10</sup> [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

<sup>11</sup> [ORC 3314.03 \(A\) \(9\)](#)

**Exhibit 10. Blended-Learning Requirements**

If a school operates using a blended-learning model, as defined in [ORC 3301.079](#), include all of the following information.<sup>12</sup>

- (a) An indication of what blended-learning model or models will be used
- (b) A description of how student instructional needs will be determined and documented
- (c) The method to be used for determining competency, granting credit, and promoting students to a higher grade level
- (d) The school's attendance requirements, including how the school will document participation in learning opportunities
- (e) A statement describing how student progress will be monitored
- (f) A statement describing how private student data will be protected
- (g) A description of the professional-development activities that will be offered to teachers

Sciotoville Community School does not operate using a blended-learning model as defined in ORC 3301.079.

---

<sup>12</sup> [ORC 3314.03 \(A\) \(29\)](#)