

AMENDED AND RESTATED CONTRACT
FOR
OHIO COMMUNITY SCHOOL

This **CONTRACT** is entered into by and between the **Educational Service Center of Lake Erie West** (ESCLEW or Sponsor) and **The Intergenerational School** (Governing Authority or School), an Ohio public community school, by and through its Governing Authority.

WHEREAS, R.C. Chapter 3314 permits the formation and operation of Ohio public community schools and requires the parties to enter into a contract in order to authorize, create, continue, and/or operate an Ohio public community school; and

WHEREAS, ESCLEW is an authorized sponsor under R.C. Chapter 3314; and

WHEREAS, the Governing Authority wishes to fully state or restate its Agreement to operate an Ohio public community school;

NOW THEREFORE, the Governing Authority and Sponsor enter into this Contract pursuant to the following terms and conditions.

ARTICLE I
Continuation of Community School

1.1 **Continuation of Start-Up Community School.** The Governing Authority and the Sponsor agree that the School is a continuing start-up Ohio public community school subject to the laws of the State of Ohio and this Contract. The School covenants and agrees to Sections 1.2 through 1.5 below.

1.2 **School Establishment.** The School is established and operated as either (a) a non-profit corporation under R.C. Chapter 1702, if established before April 8, 2003, or (b) a public benefit corporation under R.C. Chapter 1702, if established after April 8, 2003. The School shall maintain in good standing its status as a non-profit corporation. The School shall hold all rights to the name of the School and any trade names or fictitious names.

The School is a separate, independent, and autonomous legal entity, responsible for educational programming, staff, budgeting and finance, and scheduling, and is not related to, an agent of, or under the control of the Sponsor, notwithstanding anything required herein or under the law related to the Sponsor's duties of oversight or intervention.

1.3 **Tax Exempt Status.** The School may, but is not required to, qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Should the School so qualify, a copy of its federal tax-exempt status determination letter must be forwarded to the Sponsor. Any change in tax status of the School must be reported in writing to the Sponsor within five (5) business days after notice to the School, with a copy of any documentation and official/governmental notices or letters.

- 1.4 **Corporate Documents.** Attached as **Attachment 1.4** are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations, IRS Determination Letter (if any), Mission Statement, and Organizational Chart of the School. Any changes or updates in any of these documents must be reported in writing to the Sponsor within five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.
- 1.5 **Prior Status.** The School was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the Sponsor may terminate this Contract.
- 1.6 **Sponsor Responsibilities.** The Sponsor shall carry out the responsibilities established by law, including:
- (a) Monitor the School's compliance with all laws applicable to the School and with the terms of this Contract;
 - (b) Monitor and evaluate the academic and fiscal performance and the organization and operation of the School on at least an annual basis, which evaluation shall be based on the performance requirements set forth in **Attachment 11.6**, state report cards, and any other analysis conducted by the Ohio Department of Education (ODE) or the Sponsor;
 - (c) Review the financial and enrollment records of the school at least once per month with the Governing Authority or Fiscal Officer and provide a written report regarding the review within ten days after the review;
 - (d) Provide technical assistance to the School in complying with this Contract and with applicable laws, provided, however, that Sponsor shall not be obligated to give legal advice to the School;
 - (e) Offer other activities, as determined by the Sponsor, specifically designed to benefit the School;
 - (f) Take steps to intervene in the School's operation to correct problems in the School's overall performance, declare the School to be on probationary status pursuant to R.C. 3314.073, suspend operation of the School pursuant to R.C. 3314.072, or terminate or non-renew this Contract pursuant to R.C. 3314.07, as determined necessary by the Sponsor;
 - (g) Establish a plan of action to be undertaken if the School experiences financial difficulties or closes before the end of the school year, which plan shall be set out by the Sponsor as and when financial difficulties arise in a customized tailored manner to address the source of difficulties;
 - (h) Report on an annual basis the results of the evaluation conducted under Section 1.6(b) above to the ODE and to the parents of students enrolled in the community school; and
 - (i) Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to sponsored schools, pursuant to the specific requirements of R.C. 3314.025.

ARTICLE II

Governing Authority/Administration

- 2.1 **Governing Authority Members.** The Governing Authority (its Board of Directors, Directors, or Board) must contain at least five Directors (members). All Governing Authority members

must be preapproved by Sponsor. No Governing Authority member may serve on the Board if restricted from doing so by R.C. 3314.02(E) or any other law, rule, or regulation. All Governing Authority members must provide copies of clean BCI and FBI criminal background checks and signed Conflict of Interest Disclosure Forms to the Sponsor before the effective date of the member's term. All BCI and FBI criminal background checks must be repeated at least every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.

Attached as **Attachment 2.1** are the names and e-mail addresses used for school business of the current Governing Authority members. A description of the process by which the Governing Authority members shall be selected and removed in the future must be in the Code of Regulations included in **Attachment 1.4**. The Sponsor shall be promptly notified in writing of any changes in members, including names of resignations and changes to contact information, within five (5) business days of such change.

- 2.2 **Training of Governing Authority Members.** Members new to this School's Board must complete a minimum of five (5) hours of Board training, at least two (2) hours of which are on public records and open meetings law, within three (3) months of being elected or appointed to the Board. Existing Governing Authority members are required to attend board training, which must include training on public records and open meetings laws, for a minimum of two (2) hours on an annual basis to remain current in their responsibilities and obligations. Such training must be approved by the Sponsor.
- 2.3 **Governing Authority Meetings.** The Governing Authority must hold a minimum of six (6) regular meetings bi-monthly per year. The Sponsor shall have adequate prior written notice of all regular and special meetings, be copied with all agenda, packets, handouts, and minutes of all meetings of the Governing Authority or its committees. The School must notify the Sponsor of all special meetings as soon as scheduled and in no case with less than twenty-four (24) hours written notice. The Sponsor shall be invited into executive sessions unless the session involves a legal dispute with the Sponsor or prior arrangements have been agreed upon between the parties.
- 2.4 **Chief Administrative Officer.** The Chief Administrative Officer of the School will be the **Executive Director**. This individual is responsible for the daily operations at the School and will be listed as such in any State reporting system. Any change in the identity and/or role of the Chief Administrative Officer shall be reported in writing to the Sponsor within five (5) business days.
- 2.5 **Cooperation with Sponsor Oversight.** The Governing Authority and School administration covenant and agree to cooperate fully with the Sponsor in all activities concerning oversight of the School as are required by laws, rules, and regulations. This includes, but is not limited to:
- Preliminary site visit and certification of letter of assurances at least twelve (12) days prior to the first day of school and at all times thereafter as determined necessary by the Sponsor.
 - Monthly reviews of financial and enrollment records with the governing authority or Fiscal Officer.
 - Monthly site visits and file reviews, and at all times thereafter as determined necessary by the Sponsor.

- High stakes review, upon renewal, at least every five years, and as determined necessary by the Sponsor.
- Other appropriate requests for information from the Sponsor, the ODE, or other applicable governmental agencies.
- Timely and accurate submission of all required or requested data, including financial and enrollment reports, into the Sponsor’s document management system, Epicenter.
- Maintenance of attendance and participation records in accordance with current FTE manuals or guidance.
- Maintenance of high school drop-out recovery or special education status, if applicable, and compliance with all current and future rules, regulations, and assessments associated with such status.

The School and Sponsor agree and state that, pursuant to 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA) and 34 C.F.R. 99, the Sponsor is an authorized representative of a state educational authority and that the School is permitted to disclose to the Sponsor personally identifiable information from an education record of a student without parental consent (or student consent, where applicable) and that the Sponsor is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. Accordingly, the School agrees to grant to Sponsor’s employees full and complete access as defined hereinafter to “education records,” as defined by FERPA, and all documents, records, reports, databases, and other information made available to or maintained by the School or its agent(s) (including educational management companies) that are reportable to the ODE or its agencies or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System (SOES) and the Education Management Information System (EMIS). “Full and complete access” shall include the ability to inspect and copy paper and electronic documents at the School. The School or its agent(s) shall provide usernames and passwords where applicable to enable Sponsor to have remote self-service access, in read-only format.

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

- 2.6 **Power of Attorney.** The Governing Authority hereby grants to the Sponsor a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the Governing Authority, should it become necessary, in the Sponsor’s sole opinion and subject to Ohio Open Meetings law, to appoint a new Board of Directors for cause or for breach of this Contract, to all extents permissible by law. The Governing Authority confirms its consent to this power by signing below and shall execute and deliver to the Sponsor all agreements and other documents that the Sponsor reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the Governing Authority promptly to comply with the requirements of this subparagraph, the Sponsor shall be entitled to an order of specific performance from a court of law, ordering the Governing Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract. In order to effectuate this

provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint and/or dismiss Directors, if the Sponsor deems necessary at its discretion.

- 2.7 **General Training.** The Chief Administrative Officer, or appropriate representative, shall participate regularly in training provided by the Sponsor and by the ODE, or by the approved or affiliated organization of any of the preceding entities. The Chief Administrative Officer, Fiscal Officer, other administrative employees of the School, and all individuals performing supervisory or administrative services for the School under a contract with the operator, if any, shall complete training on an annual basis on public records and open meetings law.
- 2.8 **Technical Assistance and Training by Sponsor.** The Sponsor may provide technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems appropriate or as required by law. The Governing Authority or its administrators have an obligation to attend training and receive technical assistance at the direction of the Sponsor.
- 2.9 **Annual Contract Review.** The Governing Authority agrees to meet with the Sponsor annually to review terms and requirements of this Contract, if the Sponsor deems necessary, and shall reserve at least one half hour at a Governing Authority meeting for that purpose.

ARTICLE III Operations

- 3.1 **Student Transportation.** The Governing Authority will assure that transportation of students is provided in accordance with all laws, rules, and regulations, including to and from career technical programs or curricular or extracurricular field trips.
- 3.2 **Management by Third Party Operator.** If the Governing Authority enters into a contract for management or operation of the School and its curriculum and operations, such fully-executed contract shall require prior written approval of the Sponsor and incorporation as **Attachment 3.2**. The School shall employ an attorney, who shall be independent from the operator, for any services related to the negotiation of the School's contract with the operator or if the operator and School should become adverse to each other in any particular matter.

As the management contract is a part of this Contract, the Governing Authority understands that the Sponsor may discipline the School for any issues of any operator of the School and its administration. The Governing Authority consents to this right of the Sponsor. If the Sponsor deems, at its discretion, that due to mismanagement, poor governance, or performance, another operator is advisable or necessary, the Sponsor may request, in lieu of discipline, that the Governing Authority interview, select, and enter into a different agreement for such services and such operator or services contract shall be approved by the Sponsor as a modification to this Contract.

- 3.3 **Non-Sectarian.** The School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations, and it shall not be operated by a sectarian school or religious institution.
- 3.4 **Disposition of Assets.** In the event that this Contract is (a) suspended and terminated, (b) not renewed and not reassigned to or sponsored by another authorized sponsor, or (c) the School dissolves, the operation of the School will cease as a community school. The following requirements and procedures apply regarding the Governing Authority and the School:

(a) Regarding employees:

- (1) If there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed.
- (2) In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or a reduction in force. Expiring employee contracts may be non-renewed. The School shall follow the plan for disposition of employees as detailed in **Attachment 8.2**.

(b) Upon termination of this Contract, by law or by these contract provisions, or upon dissolution of the Ohio non-profit corporation that operates the School, all equipment, supplies, real property, books, furniture, or other assets of the School shall be distributed in accordance with R.C. Chapter 1702, 3314.015(E), and 3314.074, subject to and in accordance with any other applicable laws, rules, or regulations.

(c) The School shall comply with and cooperate with the closing requirements summarized on **Attachment 3.4** and all other required procedures, including any ODE Closing Procedure Guidance at the pertinent time, even if listed as requirements of the Sponsor.

3.5 **Commencement of School Operations.** The School shall open for operation not later than September 30 of each school year, unless the mission of the School is solely to serve dropouts or unless Sponsor is rated exemplary for two or more consecutive years. If the School fails to open within eight (8) months after the execution of this Contract, this Contract may be deemed void in a writing sent by Sponsor.

3.6 **Policies and Parent Surveys.** Upon request, the School shall send to Sponsor copies of policies and handbooks, including its parent and foster caregiver involvement policy, and any parent survey measuring parent satisfaction with the operation of the School.

ARTICLE IV Compliance with Laws

4.1 **Compliance with Ohio Laws.** The School 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, 3301.0714 (as stated in 3314.17), 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391, Chapters 117., 1347., 1702., 2744., 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, the School will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory are permissive, unless otherwise specifically required under this Contract. Laws listed above which are mandatory are also mandatory under this Contract.

The School shall comply with Chapter 102 of the Revised Code and R.C. 2921.42, 2921.43, and 2921.44. The School must have a conflict of interest policy that addresses these requirements, attached in **Attachment 4.1**.

The School shall also comply with R.C. 3302.04, including division (E) of that section to the extent possible, and R.C. 3302.041, except that any action required by a school district under those sections shall be taken by Sponsor. The Sponsor, however, shall not be required to take any action under R.C. 3302.04(F).

The School shall comply with R.C. 3313.6021 and 3313.6023 as if it were a district, unless it is either an internet- or computer-based school or a school in which a majority of the enrolled students are children with disabilities as described in R.C. 3314.35(A)(4)(b).

The School shall comply with R.C. 3313.61, 3313.611, and 3313.614, as qualified by R.C. 3314.03(A)(11)(f) and outlined in section 6.11 below.

If the School is a recipient of moneys 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,” the School will pay teachers based on performance in accordance with R.C. 3317.141, will comply with R.C. 3319.111 as if it were a district, and will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the ODE, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.

If the School operates a preschool program that is licensed by the ODE under R.C. 3301.52 to 3301.59, the School shall comply with R.C. 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under R.C. 3301.53.

- 4.2 **Compliance with Other Laws.** The School and the Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, or this Contract. The School is not exempt from federal laws, rules, and regulations, or Ohio laws granting rights to parents. The School specifically acknowledges that federal laws, rules, and regulations apply to its operation, including but not limited to those concerning federal grants.

ARTICLE V

Facilities

- 5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at **11327 Shaker Boulevard, Suite 200E, Cleveland, Ohio 44104**. The School may not open an additional facility without the prior written approval of Sponsor and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities.
- 5.2 **Lease or Purchase.** Any lease or use of any School facility must be documented in writing. If any School facility has been or will be leased, the lease shall not be signed unless it is consistent with the budget approved by the Governing Authority. The Governing Authority shall not enter into a lease with the operator of the School, if any, for any parcel of real property until an independent professional in the real estate field verifies via addendum (“operator addendum”) that the lease is commercially reasonable at the time of signing. Every lease must contain a

governmental fund-out clause. A copy of the fully executed lease and all subsequent amendments, modifications, or renewals thereof, must be provided to the Sponsor within five (5) business days of execution.

If any School facility has been or will be purchased by the School, the contract of sale and related documents shall not be signed unless they are consistent with the budget approved by the Governing Authority. A copy of the recorded conveyance documents must be provided to the Sponsor within five (5) business days of execution.

The facility will not be changed without prior written consent of the Sponsor, which consent will not be unreasonably withheld. The School shall provide the Sponsor any requested information to assess the adequacy of the facilities. Sponsor may object to location of a proposed facility based on a business reason or an otherwise reasonable basis, but is not obligated to control or direct the marketing or facilities decisions of the School. The Sponsor shall not be liable for the debts or obligations of the School. A detailed description of the facilities, as well as costs, operator addendum, and related parties of any lease or mortgage, is attached as **Attachment 5.2**.

- 5.3 **Compliance with Health and Safety Standards.** Any facility used for or by the School shall meet all health and safety standards established by law for community school buildings. The School shall certify all Sponsor assurances required by law, rule, or regulation to be sent to the ODE. All school facilities will be maintained in a clean, healthy manner to the satisfaction of the Sponsor and/or as indicated by proper authorities. Copies of all current permits, inspections, and/or certificates must be filed with the Sponsor. The School must keep all permits, inspections, and/or certifications current and compliant.

A Certificate of Occupancy must be provided to the Sponsor prior to occupancy, upon request. 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.

ARTICLE VI

Educational Program

- 6.1 **Enrollment.** The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School shall serve grades **K** through **8**. The School may not add or remove grades without the prior approval of the Sponsor and modification of this Contract. The School agrees to be compliant with the maximum number of people allowed per room and/or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department. An involuntary and material decrease in enrollment may be a sole good cause for nonrenewal, suspension, or termination at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or, (ii) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.
- 6.2 **Continuing Operation.** The School agrees to continue operation by teaching the minimum number of students permitted by law. Failure to continue operation without interruption is grounds for termination of this Contract. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as

any change of one week or more, either consecutively or cumulatively. If the School temporarily ceases operation for any reason, time is of the essence in resuming and continuing operation.

- 6.3 **Education Plan.** The School’s education plan, including the School’s mission, philosophy, the characteristics of the students the School expects to attract, the ages and grades of students, focus of the curriculum, and instructional methods, is attached as **Attachment 6.3**. The educational plan must show how the School’s curriculum is aligned with Ohio Content Standards. The education plan in **Attachment 6.3** must include all classroom-based and non-classroom-based learning opportunities, which comply with the criteria for student participation established in R.C. 3314.08(H)(2). ESCLEW specifically authorizes “learning opportunities” to include educational opportunities provided by the School during suspension of the School’s students, if provided for by the School’s own policies, as well as any opportunities provided for in a Credit Flex or College Career Plus program of the School. **Attachment 6.3** shall detail any blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements, and it shall indicate whether the School is planning to seek designation as a STEM school equivalent under R.C. 3326.032.
- 6.4 **Academic Proficiency and Achievement Assessments.** The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the ODE, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. Academic goals and performance standards by which the School will be evaluated by the sponsor and which shall include but are not limited to all applicable report card measures and assessments administered by the School are outlined in **Attachment 11.6**.
- 6.5 **Racial and Ethnic Balance.** The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve and attempt to continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 6.5**. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the School violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exceptions pursuant to R.C. 3314.26 or R.C. 3314.06(A), tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, the School’s engaging in voluntary fundraising activities, or parents giving voluntary donations.
- 6.7 **Student Discipline and Dismissal Policies.** The School shall adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed and the due process related thereto. The School must also maintain a policy for the discipline, suspension, and expulsion of disabled students and a policy for Positive Behavioral Interventions and Supports/Restraint and Seclusion. All such policies are included in **Attachment 6.7**.

- 6.8 **Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and it shall make such plan available for review by Sponsor.
- 6.9 **Disabled Students.** During admission and enrollment of any disabled student, the School shall comply with all federal and state laws regarding the education of students with special needs. The School shall provide all necessary related services, or the School may contract for accommodations or related services provided that it provides documentation to Sponsor identifying the providers, the plan to provide services, and the provider's qualifications, experience, and reputation.
- 6.10 **School Closure.** The School agrees to remain open for students to attend until the end of the school year in which it is determined that the School must close, provided however, that Sponsor may suspend the operations or terminate the contract as otherwise indicated by law. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Governing Authority and its administration take sole responsibility for the ODE closing procedures listed in **Attachment 3.4** and indemnifies, shall defend, and hold harmless the Sponsor for all performance thereof.
- 6.11 **High School Diplomas.** The School shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the School is a high school awarding a diploma, the School shall comply with R.C. 3313.61, 3313.611, and 3313.614, except that, by completing the curriculum adopted by the Governing Authority, the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Revised Code or any rules of the state board of education. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning in the 2017-18 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency, as adopted by the state board of education under R.C. 3313.603(J). Prior to graduation, the School shall send its list of graduates to Sponsor, and Sponsor shall be invited to all graduation ceremonies.
- 6.12 **Admissions Policy.** The School shall follow the admissions and enrollment policy and procedures of the School attached hereto as **Attachment 6.12**. Any change in these policies must be reported in writing to the Sponsor within five (5) business days. At a minimum, the admission policy, at all times, must:
- (a) specify that the school will not discriminate in its admission of students to the school on the basis of race, religion, color, gender, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude (if the School limits admission to "at-risk," see (b) below), and that, upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities;

- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or 3313.65 or that has been admitted in accordance with R.C. 3321.01(A)(2), except that admission to the school may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon and which is included in **Attachment 6.12**, and/or (iii) residents of a specific geographic area that the parties to this Contract agree upon.

If the number of applicants meeting admission criteria exceeds the capacity of the School’s programs, classes, grade levels, or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and to students who reside in the district in which the School is located, and may be given to eligible siblings of such students and to children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than five percent (5%) of the School’s total enrollment.

- (c) The School shall adopt a policy regarding the admission of students residing outside the district in which the School is located, which policy shall comply with the administrative procedures specified herein and shall either prohibit the enrollment of students who reside outside the district in which the School is located, permit the enrollment of students who reside in districts adjacent to the district in which the School is located, or permit the enrollment of students who reside in any other district in the state. The policy is included in **Attachment 6.12**. If the School admits out-of-state students, it shall adopt a policy and tuition schedule.

- 6.13 **Attendance Policy.** The School shall follow its Truancy, Attendance, and Participation Policies attached hereto as **Attachment 6.13**. The policies must include procedures for automatic withdrawal from the School if a student fails to participate in one hundred five (105) consecutive hours of learning opportunities. The School must keep attendance records and meet requirements for non-classroom-based learning opportunities. Such policies or procedures must be clearly stated in writing within **Attachment 6.13** and in compliance with applicable laws, rules, and regulations. The School’s attendance and participation policies must be available for public inspection. The School’s attendance and participation records shall be made available, upon request, to the ODE, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), R.C. 3319.321, and any applicable rule or regulations thereto.

ARTICLE VII

Reporting

- 7.1 **Annual Report.** Not later than October 30 of each year, the Governing Authority shall submit to the Sponsor, the parents of all students enrolled in the School, and any other statutorily required parties, its financial status and the annual report of its activities and progress in meeting the goals and standards of this Contract.
- 7.2 **Reports to Sponsor.** The Governing Authority shall report to the Sponsor the following on or before the day set by statute, rule, regulation, or by the Sponsor, all information or documents required under applicable law, including but not limited to:
- (a) a comprehensive plan for the School, and any updates to such plan, which shall specify:
- i. the process by which the Governing Authority will be selected in the future;

- ii. the management and administration of the School;
 - iii. the instructional program and educational philosophy of the School; and
 - iv. internal financial controls;
- (b) on a monthly basis,
- i. requested information related to student discipline, withdrawals, and special education;
 - ii. staff and teacher turnover, including new staff qualifications;
 - iii. enrollment numbers, financials, budgets, assets, liabilities, or similar information; and
 - iv. any changes in structure or governance;
- (c) any event, occurrence, or circumstance that could reasonably have a material adverse effect on the operations, properties, assets, financial condition, enrollment, or reputation of the School;
- (d) on an annual basis,
- i. verification of completion of annual public records and open meetings law training by each Governing Authority member, Fiscal Officer, Chief Administrative Officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the School through an operator contract;
 - ii. any finding for recovery issued by the Auditor of State against any Governing Authority member, the operator, or any employee who works at the School;
 - iii. disclosure statements for Governing Authority member as filed pursuant to R.C. 3314.02(E)(7);
 - iv. updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
 - v. a detailed accounting of the nature and costs of the goods and services that the operator provides to the School, pursuant to R.C. 3314.04, if the operator receives more than twenty percent (20%) of the School's gross annual revenues; and
 - vi. that information required under R.C. 3314.08(B)(2); and
- (e) all items required to be reported in this Contract, required by Sponsor through the Sponsor's document management system, Epicenter, or by the ODE, including but not limited to those listed on **Attachment 7.2**.

7.3 **Site Visits.** The Sponsor shall be allowed to observe the School in operation at site visits at Sponsor's request and shall be allowed access for such site visits or other visits as Sponsor deems advisable or necessary.

ARTICLE VIII Employees

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the School. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3314.31 or other applicable sections of the Revised Code. The School shall submit to Sponsor an affidavit that all teachers meet qualification requirements and make qualifications available to Sponsor for review, upon request. The School may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by law. The

school-wide students to full-time equivalent classroom teacher ratio shall be no more than **25 to 1**, unless otherwise agreed to in writing between Sponsor and School. The School may also employ necessary non-teaching employees.

Prior to opening day, the School will provide the Sponsor with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the School. All teachers and para-professionals shall meet the “highly qualified” standards as applicable. The School shall maintain a roster and meeting dates for the Local Professional Development Committee (LPDC) and Teacher-Based Teams (TBTs), and the laws and rules governing LPDC and TBTs must be implemented by the School.

8.2 **Dismissal of Employees.** Subject to Section 11.2 below, the Governing Authority may employ administrators, teachers, and non-teaching employees necessary to carry out its mission and fulfill this Contract, so long as no contract of employment extends beyond the term of this Contract. The dismissal procedures for staff and the plan for disposition of employees if this Contract is terminated or not renewed are set out in **Attachment 8.2**.

8.3 **Employee Benefits.** A summary of all health or other benefits provided by the School or operator to full-time employees of the School shall be set out in **Attachment 8.3**, which may be amended by the School from time to time. All such amendments shall be provided to Sponsor in writing within five (5) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Revised Code, the collective bargaining agreement supersedes **Attachment 8.3** to the extent that the collective bargaining agreement provides for health and other benefits. Any collective bargaining agreement shall not, under any circumstances, be a part of this Contract. To the extent required or allowed by state and federal law, the School shall comply with chapters 3307 and 3309 of the Ohio Revised Code.

8.4 **Criminal Background Check.** All criminal background records checks (BCI&I/FBI fingerprint and background check information) of teachers, staff, or the Governing Authority must be timely conducted at the School’s expense, in accordance with law. All background checks must be acceptable to both the Sponsor and Governing Authority. The Governing Authority hereby appoints the Sponsor as a representative pursuant to R.C. 3319.39(D), for purposes of receiving and reviewing the results of criminal background checks performed under R.C. 3319.39(A)(1) for employees working at the School and authorizes its agents to communicate this information directly to the Sponsor. All volunteers must be notified that the School may require a background check of the volunteer at any time, at the School’s request.

ARTICLE IX

Finance

9.1 **Financial Records.** The School’s financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State. The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2). Audits shall be conducted in accordance with R.C. 117.10. Within five (5) business days of receiving notification from the Auditor, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meetings with the Auditor. If the Governing Authority contracts with an entity specializing in audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.

9.2 **Fiscal Services.** The School agrees that its Fiscal Officer shall be its Treasurer, **Doug Mangen**. If the Governing Authority contracts with its Fiscal Officer to provide fiscal services, the fiscal services agreement must be included in **Attachment 9.2**. The School may not change its Fiscal Officer without prior written approval from the Sponsor, which will not be unreasonably withheld. Any changes to the fiscal services agreement must be reported to the Sponsor within five (5) business days. If the School and the Sponsor have waived the requirement of employing or contracting directly with the Fiscal Officer, pursuant to R.C. 3314.011(D), the current resolution waiving this requirement must be attached to this Contract in **Attachment 9.2**. Such resolution shall only be valid for one year, and any subsequent resolution adopted by the School must be approved by the Sponsor and submitted to the ODE. Should the School be declared unauditible under R.C. 3314.51, the Governing Authority shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s).

The School agrees that the fiscal services agreement will state that the Fiscal Officer is primarily responsible for all closing procedures if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close, and must authorize that the Fiscal Officer and/or Fiscal Officer's agreement remain fully authorized to proceed to close the School. If the School closes or is permanently closed, the Fiscal Officer shall deliver all financial and enrollment records to the Sponsor within thirty days of the School's closure. If the Fiscal Officer fails to provide the records in a timely manner, or fails to faithfully perform any of the Fiscal Officer's other duties, the Sponsor has the right to take action against the Fiscal Officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of any funds owed as a result of any finding of recovery by the Auditor of State against the Fiscal Officer.

9.3 **Fiscal Licensure.** Prior to assuming the duties of Fiscal Officer of the School, the Fiscal Officer shall be licensed as provided for in R.C. 3301.074. The licensure is attached as **Attachment 9.3**. Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

9.4 **Fiscal Bond.** The School's Fiscal Officer shall execute a bond in an amount approved by Governing Authority, but no less than twenty-five thousand dollars (\$25,000), payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School's Fiscal Officer. The bond shall be deposited with and certified by the Governing Authority, a certified copy thereof filed with the county auditor, and a copy shall be contained in **Attachment 9.4**. Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days.

9.5. **Financial Plan.** A financial plan detailing an estimated school budget for every year of the Contract is attached as **Attachment 9.5**. Each year of this Contract, on or before October 31, a school budget that includes all required elements under R.C. 3314.032(C) shall be adopted by the Governing Authority and submitted to the Sponsor. If the School is managed by a third party operator, the Governing Authority must procure from such operator sufficient data, at the Sponsor's discretion, to allow the Sponsor to review revenue and expenses as required or permitted by law. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for

each year. The School agrees to provide further breakdown of revenue or expenses, or line items for expenses or revenue not projected, upon Sponsor's request. Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6**.

- 9.6 **Borrowing Money.** The School may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School must issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the School. The School may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities. All moneys borrowed from the School's operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
- 9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** For and in consideration of two and a half percent (2.5%) of the total amount of payments for operating expenses received by the School from the State of Ohio (but only up to three percent (3%) of such funds unless otherwise allowed by law), the Sponsor shall provide the monitoring, oversight, and technical assistance required by law. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same.

At the inception of this Amended and Restated Contract, the oversight fee will be set at or remain at 2.5% as described above. The Sponsor reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than a half percent (0.5%) each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits (currently 3%).

However,

1. It shall not be mandatory for the Sponsor to raise any oversight fee;
2. Nothing shall prohibit the Sponsor from raising the oversight fee to any increment below 0.5% of the last fee amount, and
3. Should the laws, rules, or regulations change to increase oversight fees or regulate how or from whom they are paid or otherwise, this Contract shall be amended to comply with such laws at the Sponsor's written request and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor's written request.

- 9.8 **Federal Grants.** The School must report to the Sponsor the sources of funds used to acquire property and equipment used at the School, clearly delineated and tracking those acquired with federal funds, and shall report to Sponsor the disposition of assets acquired with federal funds with an explanation as to how disposed and backup for proper disposition in accordance with the applicable law and grant rules. The School also acknowledges that certain federal grants, including but not limited to the federal food programs, may require bidding processes not otherwise required under state law.

- 9.9 **Fiscal Year.** The fiscal year for the School shall be July 1 to June 30.

ARTICLE X
Insurance/Indemnification

- 10.1 **Liability Insurance.** The Governing Authority will, at all times, maintain comprehensive general liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than five million dollars (\$5,000,000). The insurance coverage shall be not only for the School and the Governing Authority, its Directors, Officers, and its employees, but also for the Sponsor as additional insured. The Governing Authority shall also maintain directors and officers liability and errors and omissions coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence. The insurance coverage must be occurrence coverage, rather than claims made coverage. The Governing Authority must obtain policies that notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and the School shall provide evidence of coverage as **Attachment 10.1**. The School must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, proof of worker's compensation payments and unemployment compensation payments, and notice of lapse of any such coverage to Sponsor within five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.
- 10.2 **Indemnification.** The Governing Authority and School shall defend, indemnify, save, and hold harmless the Sponsor and its Board, Superintendent, officers, employees, and agents from any and all claims, demands, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', expert, accounting, auditors, or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:
- (a) A failure of the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or this Contract;
 - (b) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to Sponsor;
 - (c) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to meet the obligations of this Contract or any other contract or other obligation between or on behalf of the School and another party;
 - (d) An action or omission by the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors that results in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or Liabilities;
 - (e) Any sum that the Sponsor may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the School to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under the law, and all agreements delivered in any way connected herewith, on the part of the School, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio,

receivers, parents, students, their heirs or representatives, the Governing Authority, or to third parties in any way related to the School or its operations or in any way related to closure, termination, or suspension of the School; and

- (f) Any Liabilities incurred by Sponsor or any of its officers, directors, employees, agents, or contractors as a result of an action or legal proceeding at law or equity brought against Sponsor by the School unless the School or Governing Authority obtains a final judgment or order on the merits against the Sponsor, and the right to appeal such judgment or order has been exhausted or has expired.

This indemnification survives the termination, suspension, expiration, or non-renewal of this Contract.

- 10.3 **Indemnification if Employee Leave of Absence.** If the Sponsor provides a leave of absence to a person who is thereafter employed by the School, the Governing Authority and the School shall defend, indemnify, and hold harmless the Sponsor and its board members, Superintendent, employees, and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the Governing Authority. Nothing in this subsection, however, obligates the Sponsor to provide such a leave of absence.
- 10.4 **Survival.** All provisions of Section 10.2 shall survive the voidance, expiration, termination, nonrenewal, suspension, or abandonment of this Contract.

ARTICLE XI

General Provisions

- 11.1 **Contract Authorization.** Before executing this Contract, the Governing Authority must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the party, with full authority to bind the party. The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract or by the Sponsor, contracts entered into by the School with third parties shall provide for the School's right to terminate upon failure of the School to remain in operation.
- 11.3 **General Acknowledgements.** The Governing Authority specifically recognizes and acknowledges the following:
 - (a) The Governing Authority is responsible for carrying out the provisions of this Contract.
 - (b) For purposes of this Contract, "sponsor approval" means written approval by the ESCLEW Governing Board, the ESCLEW Governing Board President, Superintendent, or Community Schools Center Director, or other Sponsor agent authorized by the ESCLEW Governing Board.
 - (c) The Sponsor's authority to assume operation of the School under the conditions specified in R.C. 3314.073(B).
 - (d) The authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).

- (e) The authority of the ODE to suspend the operations of the School under R.C. 3314.072 if the department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.
- (f) That the Sponsor is not liable for the acts, omissions, or the debts of the School pursuant to R.C. 3314.07(D) and 3314.08(G)(2), as well as any other applicable law limiting the liability of the Sponsor.
- (g) That the Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the status of the School as an Ohio Community School, as well as correct problems in the School's performance.
- (h) That the ODE may take over sponsorship of the School in accordance with R.C. 3314.015(C).
- (i) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
- (j) That the Auditor of the State of Ohio may deem the School "unauditable" and direct the stoppage of funding for the School, and that the Sponsor has the right to terminate this Contract in such a situation.
- (k) That the ODE has set out its guidance for closing procedures (attached as a modified supplement in **Attachment 3.4**).
- (l) That the Sponsor and its officers, directors, governing board, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the Contract, that is taken to fulfill the Sponsor's responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise, and the School hereby indemnifies, defends, and shall hold the Sponsor harmless from all such actions.

11.4 **Dispute Resolution.** The Sponsor and the School agree to the following dispute resolution procedure for any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or the law. The parties shall make initial attempts to resolve any dispute between a designee of the Sponsor and the Chief Administrative Officer of the School and/or the President of the Governing Authority. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three mediators from the Toledo Bar Association and each eliminate one, using the one mediator left after eliminations. All mediation will take place in Lucas County and all costs of the mediator shall be split equally between the parties.

11.5 **Term.** This Contract shall be for a term of **five (5) years** effective as of or commencing on July 1, 2017 and ending on June 30, 2022. However, the School agrees to close voluntarily and waives all rights of due process and all claims, losses, causes of action, or damages of any kind against the Sponsor if the School is closed mandatorily by statute, by another governmental agency, or by operation of law.

The parties agree that, should the Sponsor be notified that it can no longer sponsor the School, the Governing Authority may transfer to another authorized sponsor prior to the end of the Term, upon the first to occur of the end of one hundred eighty (180) days prior written notice to the Sponsor or the date corresponding to the end of the Sponsor's authorization to sponsor the School. The Sponsor agrees that, should the School wish to merge with another school after July 1, 2019, and the surviving school is sponsored by another authorized sponsor, the Sponsor shall cooperate in early termination of this Contract.

11.6 Performance Accountability Framework. Attachment 11.6 sets forth in detail (a) the performance assessment framework, (b) Sponsor technical assistance, interventions, renewal, and statutory consequences, and (c) the measurable and attainable goals upon which the School shall be evaluated by Sponsor. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017, by which the success of the School will be evaluated by the Sponsor. These performance measurement criteria supplement, but do not replace, alter, or limit Sponsor's statutory rights and responsibilities, including but not limited to those of nonrenewal, probation, suspension, or termination of the Contract.

11.7 Renewal and Non-Renewal of this Contract.

(a) Upon the expiration of this Contract, the Sponsor may, with the agreement of the School and in accordance with R.C. 3314.03(E), renew the Contract for a period of time to be determined by the Sponsor, but not ending earlier than the end of any school year. Corrective action may be required at the discretion of the Sponsor. Prior to its determination, the Sponsor shall conduct a high stakes review or evaluation and provide the School with a cumulative report on its findings and on the School's performance over the contract term. The School shall timely submit an Application for Renewal to provide additional information or evidence regarding its performance and to respond to the Sponsor's findings, if needed.

The Sponsor may choose not to renew this Contract at its Expiration Date for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause.

Renewal decisions are based upon an analysis of the following:

- i. the School's progress in meeting the educational program listed in **Attachment 6.3**;
- ii. the School's progress in meeting the Academic Goals listed in **Attachment 11.6**;
- iii. the School's progress in meeting the Non-Academic Goals listed in **Attachment 11.6**;
- iv. the School's progress or performance on actions required by corrective action plans or other interventions, if any;
- v. the degree to which the School is compliant with the terms of this Contract;
- vi. the School's fiscal viability and financial audits;
- vii. the School's organizational viability; and
- viii. other good cause.

By January 15 of the year in which the Sponsor intends to not renew the Contract, the Sponsor shall notify the School of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the School may, within fourteen (14) days of receiving the notice, request in writing an informal hearing before the Sponsor. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days after the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision not to renew this Contract.

If the School is not renewed for failure to meet student performance requirements stated in the Contract or for failure to meet generally accepted standards of fiscal management, the School must close permanently at the end of the then-current school year or on a date specified in the notification of termination and the School shall not enter into a contract with any other sponsor.

- (b) If the School does not intend to renew this Contract with the Sponsor, the School shall notify the Sponsor in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Contract. Prior to notification, the Governing Authority must pass a resolution at a properly noticed and held public meeting, authorizing the non-renewal of this Contract and authorizing one or more individuals to notify the Sponsor. In such a case, the School may enter into a contract with a new sponsor in accordance with R.C. 3314.03, upon the expiration of this Contract, or, at the sole discretion of the Sponsor, by an assignment of this Contract before its expiration date. If proper notification does not occur, then the contract is renewed at the Sponsor's option.

11.8 **Probation.** The Sponsor may, in lieu of suspension or termination, declare in writing that the School is in a probationary status, after consulting with the Governing Authority or authorized parties thereof, specifying the conditions that warrant probation, and after receiving the Governing Authority's written assurances (satisfactory to Sponsor) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the then-current school year. Sponsor may proceed to suspension, termination, or take-over of operations if the Sponsor finds at any time that the Governing Authority is no longer able or willing to remedy the conditions to the satisfaction of Sponsor. Sponsor may suspend in lieu of probation at any time pursuant to Section 11.9 below.

11.9 **Suspension.** The Sponsor may suspend operations of the School if (a) conditions of the School do not comply with a health and safety standard established by law for school buildings; or (b) for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause, if Sponsor first sends a written notice of intent to suspend explaining the reasons and provides the Governing Authority with five (5) business days to submit a remedy, and either promptly reviews and disapproves the proposed remedy, or the Governing Authority fails to submit a remedy or fails to implement the remedy.

Once the School is suspended, it must cease operations on the next business day and immediately send notice to all School employees and parents stating that the School is suspended and the reasons therefore. The School again has an opportunity to submit a proposed remedy within five (5) business days. The School may not operate while the suspension is in effect, and any such suspension shall remain in effect until Sponsor notifies the Governing Authority that it is no

longer in effect. At all times during suspension, the School remains subject to nonrenewal or termination proceedings, in accordance with the law.

If the Sponsor suspends the operation of the School pursuant to R.C. 3314.03, this 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 immediately following the school year in which the operation of school was suspended.

- 11.10 **Termination of the Contract.** The Sponsor may choose to terminate this Contract for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause. Additionally, if the Sponsor has suspended the operation of this Contract under R.C. 3314.072, the Sponsor may choose to terminate this Contract prior to its expiration.

By January 15 of the year in which the Sponsor intends to terminate this Contract, the Sponsor shall notify the School of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the School may, within fourteen (14) days of receiving the notice, request in writing an informal hearing before the Sponsor. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days after the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision to terminate this Contract.

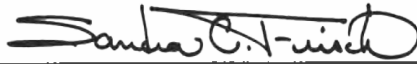
The termination of this Contract shall be effective upon the occurrence of the later of the following events: (a) the date of the notice of termination, or (b) if an informal hearing is requested and the Sponsor affirms its decision to terminate this Contract, the effective date of the termination specified in the notice.

If the Contract is terminated for failure to meet student performance requirements stated in the contract or for failure to meet generally accepted standards of fiscal management, the School must close permanently at the end of the then-current school year or on a date specified in the notification of termination and the School shall not enter into a contract with any other sponsor.

- 11.11 **Good Faith Deposit.** Immediately upon any Notice of Intent to Suspend, any notice of closure or suspension from any governmental or administrative agency, or upon a vote of closure by the School, the School must submit to Sponsor a good faith deposit of fifteen thousand dollars (\$15,000), or less at the option of the Sponsor, to cover costs of any legal or other professional fees which may be required or desirable to facilitate matters including, but not limited to, notices to parents, transfer of files, change of locks, fees, securing assets, segregating or selling assets, returning assets, or other professional or non-professional fees or costs incurred by Sponsor, which are in any way associated with termination and closure of the School, in case the School fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit will be returned to the School or sent to the appropriate creditor without interest, if not used for these purposes by the Sponsor.

- 11.12 **Failure to Open/Permanent Closure.** If the School fails to open for operation within eight (8) month(s) after the execution hereof, or, if the School permanently closes prior to the Expiration Date hereof, this Contract shall become void upon notice by Sponsor to School, subject only to the survival of Section 10.2 of this Contract.
- 11.13 **Compliance with Requests of Sponsor.** The School shall timely comply with all reasonable requests of the Sponsor and allow the Sponsor to monitor the School operations. Failure to do so is grounds for suspension, termination, or non-renewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate assurances of cure or actual cure within a period of time acceptable to Sponsor. Notwithstanding the above, the Sponsor may, at its discretion and in particular for non-emergency situations, extend any deadline stated in this Contract.
- 11.14 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.15 **Assignments/No Third Party Beneficiaries.** This Contract and its terms shall not be assigned or delegated without the express written approval of Sponsor. This Contract shall inure to the benefit of, and shall be binding upon, the School, the Sponsor, and their respective permitted successors or assigns; subject, however, to the following specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.
- 11.16 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and notice may be satisfied by personal delivery with witness or by any other means by which receipt can be documented to: in the case of the Sponsor, the Superintendent, at the last-known business address of the Sponsor; in the case of the Governing Authority, the Chief Administrative Officer, a member of the Governing Authority, or the Governing Authority's attorney, at the last known business or home address of the School, its administrator, Governing Authority member, or Governing Authority's attorney.
- Should the School be abandoned by or not have in place an administrator or an authorized Director of the Board, the Sponsor may give notice to the ODE.
- 11.17 **Severability.** Should any term, clause, or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses, or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.18 **Changes or Modifications.** This Contract constitutes the entire agreement among the parties, and no changes or modifications to this Contract shall be valid and binding unless signed by both the Sponsor and the Governing Authority and attached to this Contract. Notifications required by this Contract shall not be considered changes or modifications of this Contract.
- 11.19 **Attachments.** All Attachments to this Contract are attached hereto and incorporated by reference into the Contract, as an integral part of this Contract.

**Educational Service Center of
Lake Erie West**

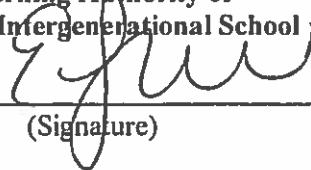
By: 
(Signature)

Its: Superintendent

with full authority to execute this Contract
for and on behalf of Sponsor
and with full authority to bind Sponsor.

Date: 6/30/17

**Governing Authority of
The Intergenerational School**

By: 
(Signature)

Its: President

with full authority to execute this Contract for
and on behalf of Governing Authority and
with full authority to bind Governing Authority.

Date: 4/28/17

ATTACHMENT 1.4 GOVERNANCE PLAN

1. Certificate of Incorporation
2. Articles of Incorporation
3. Appointment of Statutory Agent
4. Code of Regulations
5. Employer ID Number
6. IRS Determination Letter (if any)
7. Mission Statement
8. Organizational Chart of the School

NOTE: The Code of Regulations must include the process by which members of the Governing Authority are selected or removed.

Any changes in any of these documents must be reported in writing to the Sponsor within five (5) business days of the effective date of the change, along with updated copies in the document management system.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/21/2014	201420200653	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00				0

Receipt

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

**THE INTERGENERATIONAL SCHOOL
11327 SHAKER BLVD
200E
CLEVELAND, OH, 44104**

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Jon Husted
1093499**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
THE INTERGENERATIONAL SCHOOL
and, that said business records show the filing and recording of:

Document(s)

**NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE
Effective Date: 07/21/2014**

Document No(s):

201420200653



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 21st day of July, A.D. 2014.

Jon Husted
Ohio Secretary of State



Form 522 Prescribed by:
JON HUSTED
Ohio Secretary of State

Date Electronically Filed: 7/21/2014

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

Statement of Continued Existence Filing Fee: \$25

CHECK ONLY ONE (1) Box

(1) Statement of Continued Existence (163-CCE)
(Domestic Nonprofit Corporation)

(2) Verification of Foreign Nonprofit (173-FCE)
(Foreign Nonprofit Corporation)

By submitting this form the corporation is verifying with the secretary of state's office that it is still actively engaged in exercising its corporate privileges

Name of Corporation	THE INTERGENERATIONAL SCHOOL
Charter or License Number	1093499

Complete the information in this section if box (1) is checked

Location of Principal Office	CLEVELAND	CUYAHOGA
	City	County
Date of Incorporation	08/17/1999	
	Date	

Complete the information in this section if box (2) is checked

Date of Qualification in Ohio			
	Date		
Jurisdiction of Formation			
	Jurisdiction		
Location of Office NOT in Ohio			
	Mailing Address		
	City	State	Zip Code
Location of Office IN Ohio			
	Mailing Address		
	City	State	Zip Code

All Corporations must complete this section

Current Statutory Agent's Name and Address

PETER J. WHITEHOUSE

Name of Agent

2895 CARLTON RD

Mailing Address

SHAKER HTS

City

OH

State

441220000

Zip Code

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

Required

The statement must be signed by a director, officer, or three members in good standing.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

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

THE INTERGENERATIONAL SCHOOL

Signature

BROOKE KING

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/02/2009	200930601344	DOMESTIC/REINSTATEMENT (REN)	25.00	.00	.00	.00	.00

Receipt

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

THE INTERGENERATIONAL SCHOOL
12200 FAIRHILL RD
CLEVELAND, OH 44120

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1093499

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

THE INTERGENERATIONAL SCHOOL

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

Document(s)

DOMESTIC/REINSTATEMENT

Document No(s):

200930601344



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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 2nd day of November,
A.D. 2009.

Ohio Secretary of State



Form 525B Prescribed by the: Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)

www.sos.state.oh.us
Busserv@sos.state.oh.us

Expedite this form: (select one)

Mail form to one of the following:

PO Box 1390
Columbus, OH 43216

Expedite
*** Requires an additional fee of \$100 ***

PO Box 788
Columbus, OH 43216

Non Expedite

REINSTATEMENT

Filing Fee: \$25

RECEIVED

NOV 02 2009

(CHECK ONLY ONE (1) BOX)

<p>(1) <input checked="" type="checkbox"/> Reinstatement of a Nonprofit Corporation (for failure to file a statement of continued existence) (109-RENN)</p>	<p>(2) <input type="checkbox"/> Reinstatement of a Limited Liability Partnership (for failure to file biennial report(s)) (112-PLR)</p> <p>THIS FORM MUST BE ACCOMPANIED BY ALL DELINQUENT BIENNIAL REPORT(S) AND FILING FEE(S)</p>
---	---

(3) Reinstatement of a Professional Corporation
(for failure to file biennial report(s))
(110-RENP)

THIS FORM MUST BE ACCOMPANIED BY ALL DELINQUENT BIENNIAL REPORT(S) AND FILING FEE(S)

Name of Entity THE INTERGENERATIONAL SCHOOL

Charter/Registration Number 1093499

Cancellation Date
The entity was canceled on October 9, 2009

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

REQUIRED
Must be authenticated (signed) by an authorized representative (See Instructions)

Brooke A. King
Signature

10-26-09
Date

Brooke A. King
Print Name

Signature

Date

Print Name

Complete the information in this section if box (2) is checked.

Has your principal location of Business Address Changed Since Last Filing? Yes No

If yes, an amendment (form no. 685) must be filed with an additional fee of \$50.00

Name and Address of Current Agent (if applicable)

(Name) _____

(Street) _____ NOTE: P.O. Box Addresses are NOT acceptable.

(City) _____ (County) _____ Ohio (State) _____ (Zip Code) _____

Complete the information in this section if box (1) is checked.

Name and Address of Current Agent

(Name) Peter J. Whitehouse

(Agent must sign Acceptance of Appointment if there is a different agent on record)

(Street) 2895 Carlton Road, Shaker Hts 44122.

(City) _____ (County) _____ Ohio (State) _____ (Zip Code) _____

NOTE: P.O. Box Addresses are NOT acceptable.

ACCEPTANCE OF APPOINTMENT

The Undersigned Ken Hirsch, named herein as the Statutory agent for The Intergenerational School, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: [Signature] (Statutory Agent)

REQUIRED
Must be authenticated (signed) by an authorized representative (See Instructions)

[Signature]
Authorized Representative

10-26-09
Date



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/15/2004	200428802990	DOMESTIC/REINSTATEMENT (REN)	25.00	.00	.00	.00	.00

Receipt

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

THE INTERGENERATIONAL SCHOOL
12200 FAIRHILL ROAD
CLEVELAND, OH 44120

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, J. Kenneth Blackwell

1093499

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

THE INTERGENERATIONAL SCHOOL

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

Document(s)

DOMESTIC/REINSTATEMENT

Document No(s):

200428802990

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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 7th day of October, A.D.
2004.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)	
Mail Form to: (Select One)	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 788 Columbus, OH 43216

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

REINSTATEMENT

(For Domestic or Foreign, Profit or Non-Profit)

Filing Fee \$25.00

THE UNDERSIGNED DESIRING TO FILE A:

RECEIVED

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Reinstatement & Appointment of Agent (for failure to maintain a statutory agent) (108-REN)	(2) <input type="checkbox"/> Reinstatement & Appointment of Agent for a Foreign Corporation (for failure to maintain a statutory agent) (111-FREA)	(3) <input checked="" type="checkbox"/> Reinstatement of a Non-Profit Corporation (for failure to file a statutory agent statutory agent annual or biennial existence) (110-REN) OCT 07 2004 J. KENNETH BLACKWELL SECRETARY OF STATE
(4) <input type="checkbox"/> Reinstatement of a Registered Partnership Having Limited Liability (for failure to file annual or biennial reports) (112-PLR) THIS FORM MUST BE ACCOMPANIED BY ALL DELINQUENT ANNUAL OR BIENNIAL REPORTS WITH FILING FEES		(5) <input type="checkbox"/> Reinstatement of a Professional Corporation (for failure to file annual or biennial reports) (110-REN) THIS FORM MUST BE ACCOMPANIED BY ALL DELINQUENT ANNUAL OR BIENNIAL REPORTS WITH FILING FEES

Complete ALL of the general information in this section for the box checked above.

Name of Entity The Intergenerational School

Charter or Registration No. 1093499

Cancellation Date The entity was canceled on (list date): August 19, 2004
(Date)

Complete the information in this section if box (1) or (2) is checked.

Name and Address of New Agent (if applicable)

(Name) _____

(Street) _____ **NOTE: P.O. Box Addresses are NOT acceptable.**

(City) _____ **Ohio** _____
(State) (Zip Code)

ACCEPTANCE OF APPOINTMENT

The Undersigned, _____, named herein as the Statutory agent for, _____ hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: _____
(Statutory Agent)

REQUIRED
Must be authenticated (signed) by an authorized representative (See Instructions)

<u>Peter J. Whitman</u> Authorized Representative	<u>9/19/04</u> Date
--	------------------------

RECEIVED**AUG 17 1999****J. KENNETH BLACKWELL
SECRETARY OF STATE**

ARTICLES OF INCORPORATION
OF
THE INTERGENERATIONAL SCHOOL

The undersigned, who is a citizen of the United States, desiring to form an Ohio non-profit charitable corporation under the Ohio Non-Profit Corporation Law (Ohio Revised Code, Title XVII, Chapter 1702), does hereby certify:

- I. The name of the Corporation shall be The Intergenerational School.

- II. The principal office of the Corporation in the State of Ohio is to be located in Cleveland, Cuyahoga County.

- III. The Corporation is organized exclusively for religious, charitable, scientific, literary or educational purposes, including without limitation, the following:
 - A. the fostering of quality public education and the advancement of the interests of public school students through the operation of a community school;

 - B. the development of innovative programs in public and community education; and

 - C. the development of systems of accountability for public school student performance.

Solely for the above purposes, the Corporation is empowered to exercise all rights and powers conferred by the laws of the State of Ohio upon non-profit charitable corporations, including, but without limitation thereon, to receive gifts, devises, bequests and contributions in any form, and to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same for the above purposes.

IV. The Corporation shall have no members. The Trustees shall, for the purpose of any statute or rule of law relating to corporations formed under Chapter 1702 of the Ohio Revised Code, be taken to be the members of the Corporation, and the Trustees shall have all of the rights and privileges of members.

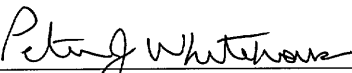
V. The names and addresses of the persons who are the Trustees of the Corporation are:

	<u>Names</u>	<u>Address</u>
1.	Dr. Peter J. Whitehouse	2895 Carlton Road Shaker Heights, Ohio 44122
2.	Dr. Catherine Whitehouse	2895 Carlton Road Shaker Heights, Ohio 44122
3.	Eve L. Bendezi	3572 Ingleside Road Shaker Heights, Ohio 44122
4.	Dr. Stephanie Fallcreek	2796 Richmond Road Beachwood, Ohio 44122

VI. No part of the net earnings of the Corporation shall inure to the benefit of its Trustees, officers or other private shareholders or individuals, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities that would invalidate its status as a corporation (a) which is exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code and (b) contributions to which are deductible under Section 170(c)(2) of the Code.

VII. Upon the dissolution of the Corporation, the Trustees shall, after paying or adequately providing for the payment of all known obligations of the Corporation, dispose of all of the assets of the Corporation exclusively either by direct distribution for the purposes of the Corporation (as set forth in Article III), or by distribution to one or more organizations (i) which then qualify for exemption from federal income taxation under the provisions of Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, and (ii) contributions to which are then deductible under Section 170(c)(2) of the Code, as the Trustees shall determine.

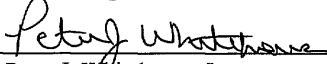
IN WITNESS WHEREOF, the undersigned has hereunder subscribed his name this 16th day of August, 1999.



Dr. Peter J. Whitehouse, Incorporator

ORIGINAL APPOINTMENT OF AGENT

The undersigned, the Incorporator of The Intergenerational School, hereby appoints Dr. Peter J. Whitehouse, a natural person residing in the State of Ohio, as the Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. His complete address is 2895 Carlton Road; Shaker Heights, Ohio 44122.



Dr. Peter J. Whitehouse, Incorporator

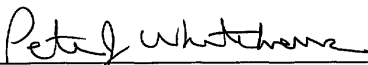
Cleveland, Ohio

August 16, 1999

The Intergenerational School

Ladies and Gentlemen:

The undersigned hereby accepts appointment as Agent of your Corporation upon whom any process, notice or demand may be served.



Dr. Peter J. Whitehouse, Agent

Cleveland, Ohio

August 16, 1999



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/29/2015	201530203684	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00				0

Receipt

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

**BROOKE ALLISON KING
NEAR WEST INTERGENERATIONAL SCHOOL
3805 TERRETT AVENUE
CLEVELAND, OH, 44113**

STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted
1093499**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
THE INTERGENERATIONAL SCHOOL
and, that said business records show the filing and recording of:

Document(s)

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 10/29/2015

Document No(s):

201530203684

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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 29th day of October, A.D. 2015.

Jon Husted
Ohio Secretary of State



Form 521 Prescribed by:
JON HUSTED
Ohio Secretary of State

Date Electronically Filed: 10/29/2015

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

Statutory Agent Update
Filing Fee: \$25

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

Corp (165-AGS)

LP (165-AGS)

LLC (171-LSA)

Business Trust (171-LSA)

Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

Corp (145-AGA)

LP (145-AGA)

LLC (144-LAD)

Business Trust (144-LAD)

Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

Corp (155-AGR)

LP (155-AGR)

LLC (153-LAG)

Partnership (153-LAG)

Business Trust (153-LAG)

Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

Complete the information in this section if box (1) is checked

Name and Address of New Agent

Name of Agent

Mailing Address

City State ZIP Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
Name of Agent

statutory agent for , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:
Individual Agent's Signature/Signature on behalf of Business Serving as Agent

Complete the information in this section if box (2) is checked

New Address of Agent
Mailing Address

City State ZIP Code

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

City State Zip Code

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

Required

Agent update must be signed by an authorized representative (see instructions for specific information).

Authorized Representative

By (if applicable)

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

Print Name

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

Authorized Representative

By (if applicable)

Print Name

CODE OF REGULATIONS
OF
THE INTERGENERATIONAL SCHOOL
(Amended and Restated 2011)
(Proposed Revisions November 2013)
(Revised and Approved December 2014)

ARTICLE I – IDENTIFICATION

- 1.01 Name. The name of this corporation shall be known officially as The Intergenerational School (the “Corporation”). The Board of Education of this district shall be known officially as The Intergenerational School Board of Education (the “Board of Education”).
- 1.02 School District Boundaries. The Intergenerational School shall operate as a public school in the State of Ohio. It shall draw its enrollment from within the borders of the State of Ohio.
- 1.03 Seal. The Board of Education may adopt an official seal for The Intergenerational School.

ARTICLE II – PURPOSE AND POWERS

- 2.01 The Corporation is organized exclusively for charitable and educational purposes as a public benefit corporation to operate as a public school in the State of Ohio.
- 2.02 The Corporation has the purpose or powers stated in its Articles of Incorporation (the “Articles”), and whatever powers are or may be granted by Chapter 1702 and by Chapter 3314 of the Ohio Revised Code (“O.R.C.”) or any successor legislation.
- 2.03 The Corporation is empowered to exercise all rights and powers conferred by the laws of the State of Ohio upon non-profit charitable corporations, including but without limitation, to receive gifts, devises, bequests, and contributions in any form, and to use, apply, invest and reinvest the principal and/or income there from or distribute the same for the above purposes.
- 2.04 The Board of Education of The Intergenerational School shall operate under Robert’s Rules of Order and in adherence to the Ohio Revised Code.

ARTICLE III - BOARD OF TRUSTEES

- 3.01 General Authority. Except as otherwise provided by law, in the Articles of Incorporation

or in these Regulations, the Corporation shall be governed and all authority of the Corporation shall be exercised by the Board of Directors, which shall manage and control the affairs and property of the Corporation.

No Director shall be required to furnish any bond or surety for the faithful performance of his or her duties.

3.02 Selection of Directors/Vacancies. The number of Directors shall be at least five (5) and no more than eleven (11) or such greater number as may be subsequently determined by the Directors. For purposes of appointing a new Director, each then current Director shall be permitted to nominate candidates to the Governance Committee. Following the nomination of candidates, the Directors shall appoint a new Director(s) using the process set forth by this Committee. The office of any Director shall become vacant upon his or her death, failure to qualify, removal by the Directors, or resignation as Director which shall be expressed in writing and delivered to the Chair of the Corporation. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction.

New directors will be required to undergo a criminal background check. New director orientation will be the responsibility of the Governance Committee. Each new director should receive a copy of the Board of Directors Handbook, a copy of director expectations, and a copy of the Code of Regulations. Additional material may be provided that will assist new directors in understanding their responsibility and the operations of the school.

3.03 Term. Each Director will serve a three-year term, which expires on June 30th of the third year following their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. In order to create staggered terms, one-third of the Board of Directors serving on January 1, 2014 shall have a term of three (3) years, one-third shall have a term of two (2) years and the remainder shall have a term of one (1) year. Determination of these terms will be determined by the Board of Directors drawing lots.

3.04 The Directors shall have all powers to act on behalf of the Corporation including the power to (1) appoint and remove Directors; (2) appoint and remove officers and (3) amend these Regulations. The Directors may delegate any and all of their powers, other than the powers specifically enumerated in the preceding sentence to any individuals, committees or entities they so choose. Yet the full board would need to approve such actions.

3.05 Election of Directors. Candidates for Director shall be nominated by the Board of Directors, or a committee thereof, and elected by the Directors in accordance with the decision-making process in Section 3.07.

3.06 Quorum. The presence of a simple majority of the total number of Directors shall

constitute a quorum for the transaction of business at all meetings of the Board of Directors.

- 3.07 Voting. All motions shall require for adoption a majority vote of those present and voting, except as provided by statute, these bylaws, or parliamentary authority. Upon the demand of any member of the Board, the vote shall be recorded by roll call.

Unless a specified number of affirmative votes are required, an abstention shall be recorded and deemed to consent to the outcome of the voting. In situations in which a tie vote occurs and abstentions have been cast, the motion shall fail for lack of a majority.

All actions requiring a vote can be conducted by voice vote or show of hands, unless a roll-call vote is requested or required. A Board Member must be physically present at the meeting to vote. Each vote and abstention shall be recorded. Proxy voting is prohibited. R.C. 3313.18

- 3.08 Notice and Waiver. Unless waived, notice of each annual or special meeting communicating the day, hour, and place, and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days or less than three (3) days before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper corporate notice for that meeting. Nothing in this shall alter, however, the duty of the Corporation to provide notice to the public of meetings, once a charter contract is executed and the corporation is a public school.

- 3.09 Committees. Standing committees will include governance, finance, and program. The Directors may, from time to time, create such committees as may be deemed appropriate (such as fundraising/development, outreach, facilities, technology, human resources, etc.). Any such committee to which any authority of the Directors is delegated shall never consist of a majority of the Directors. Each such committee shall serve at the pleasure of the Directors, shall act only in the intervals between meetings of the Directors and shall be subject to the control and direction of the Directors; provided, no third party shall be adversely affected by relying upon any act of any such committee within the authority delegated to it. Each such committee shall act by not less than a majority of the whole authorized number of its members. Each Committee Chair must be a Director, but other members of the Committees do not necessarily need to be Directors.

ARTICLE IV - MEETINGS OF THE DIRECTORS

- 4.01 Time, Place and Notice. Annual meetings of the Directors shall be held at such time as determined by the Directors. There is a legal requirement to meet at least every other month now.

- 4.02 Meetings. The regularly scheduled meetings of the Directors shall be held at such time, date, and place as a majority of the Directors may determine and special meetings may be called at any time by the President or by any two (2) Directors.

Notice of the time and place of all meetings shall be served upon or telephoned to each Director at least 24 hours, or mailed, emailed or telecommunicated to each Director at his or her address as it appears on the records of the Corporation at least 48 hours prior to the time of such meeting.

- 4.03 Quorum. The presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors.
- 4.04. Voting. All motions shall require for adoption a majority vote of those present and voting, except as provided by statute, these bylaws, or parliamentary authority. Upon the demand of any member of the Board, the vote shall be recorded by roll call.

Unless a specified number of affirmative votes are required, an abstention shall be recorded and deemed to consent to the outcome of the voting. In situations in which a tie vote occurs and abstentions have been cast, the motion shall fail for lack of a majority.

All actions requiring a vote can be conducted by voice vote or show of hands, unless a roll-call vote is requested or required. A Board Member must be physically present at the meeting to vote. Each vote and abstention shall be recorded. Proxy voting is prohibited. R.C. 3313.18

- 4.04 Order of Business. The order of business will include Approval of the Meeting Minutes, Consent Agenda, Committee Chairs' report, Executive Director and Principal Reports, New Business, Adjournment.

ARTICLE V - OFFICERS

- 5.01 Titles and Elections. The Corporation shall have a Chair (who shall be a Director), a Vice Chair, a Secretary and a Treasurer. The Corporation may also have a Chairman and one or more Vice Presidents and such other officers (including assistant officers) as the Directors may deem necessary. Any two or more offices may be held by the same person.
- 5.02 Executive Committee. The Executive Committee of the Board of Directors should consist of the Chair, Vice Chair, and Secretary.

All officers shall be elected by the Directors at the regular annual meeting of the Directors or at any meeting called for such purpose, and shall, unless otherwise provided by the Directors, hold office until their respective successors shall have been elected.

- 5.03 Chair. The Chair shall preside at all meetings of the Board and shall coordinate the activities directed by the Board of Directors and shall oversee the actions of the

Corporation subject to the policies and goals established by the Board of Directors. The Chair may designate who will preside in his or her absence.

- 5.04 Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning the public school, and shall keep or approve a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors. The Board of Directors may contract with a third party to carry out part or all of the Secretary's duties, pursuant to a vote of the Board of Directors.
- 5.05 Treasurer. The Treasurer shall act as, or in conjunction with, the fiscal officer or fiscal agent of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors. The Treasurer shall maintain or approve appropriate books of account and supporting records and shall prepare or approve and file all returns and related reports required by federal and state statutes and regulations. However, notwithstanding the fact that the Corporation has named a person to serve as its Treasurer, the Board of Directors may contract with a third party to provide for part or all of the Treasurer's responsibilities, subject to a vote of the Board of Directors. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.
- 5.06 Officer Vacancies. When an Officer vacancy occurs, the Board of Directors may elect another Director to fill the vacancy for the unexpired term of such office in accordance with the Section 4.12 by the Directors then in office, whether or not the number of Directors is sufficient to constitute a quorum, or by the sole remaining Director.
- 5.07 Any Officer may resign from the position at any time by tendering a written resignation to the Board of Directors. The resignation shall be effective upon receipt of the resignation by the Chair of the Board or, if later, upon the date specified by the Officer in the resignation. An Officer may be removed from his/her position at any time, with or without cause, by the Board of Directors.
- 5.08 Removal of Officer. Any officer may be removed at any time, with or without cause, by the Directors at a meeting of the Directors called for such purpose.
- 5.09 Authority. The officers shall have such authority and shall perform such duties as are customarily incident to their respective offices, or as may be specified from time to time by the Directors regardless of whether such authority and duties are customarily incident to such office.

ARTICLE VI - ADMINISTRATION OF FUNDS

- 6.01 Director Authority. The Directors, except as herein otherwise provided, shall have unlimited discretion in all matters relating to the acquisition, holding, management, control, investment and disposition of the property of the Corporation, notwithstanding

any rule of court or statute now or hereafter in force to the contrary; provided, however, that the fundamental purposes and powers of the Corporation, and the limitations thereon, as expressed in the Articles of Incorporation, shall not thereby be amended or changed except by proper amendment of such Articles of Incorporation. No Director or any other person acting by the direction of or with the approval of the Directors shall be liable to the Corporation or to any other person for any loss or damage resulting from any action taken or not taken, except for his or her own gross negligence or willful misconduct. Directors have a fiduciary responsibility for the care and oversight of the Corporation and should exercise due diligence in all areas including the review of financial report, the evaluation of model leaders, and other pertinent governance matters as they deem necessary. The following enumeration of specific powers of the Directors shall not be deemed a limitation of the generality of the foregoing, except as specifically so provided.

6.02 Contributions. Gifts, donations and contributions of cash, securities or other property from any source whatever, either outright or in trust, may be made to and accepted by the Corporation to enable the Corporation to carry out its purposes set forth in the Articles of Incorporation. The Corporation may accept devises, bequests, gifts, donations and contributions of property of any kind and may agree to administer the same in accordance with any conditions which the testator or donor may impose, provided that any conditions of any such devises, bequests, gifts, donations and contributions shall be subject to the approval and acceptance of the Directors and shall be consistent with and in furtherance of the purposes and within the powers of the Corporation.

6.03 Rights of Ownership. The Directors, notwithstanding any rule of court or statute now or hereafter in force to the contrary, may retain and hold property of any kind given to the Corporation by will, deed, gift or otherwise; may manage, control and exercise all rights of ownership with respect to any funds or property or proceeds of the sale of property coming to the Corporation from any source; may invest and reinvest the same in such loans, stocks, bonds, securities or other property of any kind as they shall from time to time determine; and may compromise, settle and adjust any claims on behalf of or against the Corporation arising from or by reason of any devises, gifts, contributions or donations of property to the Corporation, otherwise, on such terms and conditions and at such time or times as they may decide.

No person or organization, being or claiming to be a beneficiary of any of the purposes of the Corporation, shall, as such, have or be given any claim or right of action against the Corporation by reason thereof; nor shall any person have or be given at any time any authority to bind or commit the Corporation to make any future advance, gift or contribution, to render any assistance or to take any other action in the future in any manner whatever, excepting only such engagements as shall be necessary or expedient for the proper fiscal management of the assets of the Corporation. Any advance, gift or contribution made, assistance rendered or any other action taken in furtherance of the purposes of the Corporation shall be made or done solely in the exercise of the discretion of the person or persons duly authorized thereto and when so made or done shall be and remain the voluntary act of the Corporation.

6.04 Use of Funds. Any money or other property of the Corporation, whether income or

principal, shall be used or distributed by the Directors as they may determine from time to time as follows:

- (a) For the payment of all charges and expenses which are necessary for the business and operations of the Corporation and to carry out the purposes of the Corporation.
- (b) For the furtherance and accomplishment of the purposes for which the Corporation is formed, as stated and subject to the limitations contained in the Articles of Incorporation, and the guidelines required by law.
- (c) In accordance with the requirements and restrictions stated in terms of federal, state and local grants,

ARTICLE VII - INDEMNIFICATION DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

7.01 Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation, or a Director member of the Governing Board of the school, and such person's heirs, executors and administrators, shall be indemnified by the Corporation, both during and after their association with the Corporation, for those acts or omissions concerning the Corporation, in accordance with and to the full extent permitted by the Nonprofit Corporation Law of the State of Ohio as in effect at the time of the adoption of these Regulations or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights to which any Director, officer, employee, agent or other person may be entitled in any capacity as a matter of law or under any regulations, agreement, vote of Directors, or otherwise. As authorized by the Board of Directors, the Corporation may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Regulations or as changed from time to time.

ARTICLE VIII – CONFLICT OF INTEREST AND COMPENSATION

8.01 Conflict of Interest. A Board member shall not have any direct or indirect pecuniary interest in a contract with the School; nor shall s/he furnish directly any services, labor, equipment, or supplies to the School; nor shall s/he be employed by the Board in any capacity for compensation. (ORC 3313.33)

A Board member shall not, during his/her term or within one year thereafter, occupy any position of profit (monetary or control) in the prosecution of a public contract authorized by the board of which the public official, a member of his or her family, or any of his or her business associates have an interest, unless the contract was let by competitive bidding to the lowest and best bidder.” (ORC 2921.42)

In the event a Board member is employed by a corporation or business which furnishes goods or services to the School, the Board member shall declare his/her association with the organization and refrain from debating or voting upon the question of the contract,

before during and after the bidding process. It is not the intent of this policy to prevent the School from contracting with corporations or businesses because a Board member is an employee of the firm. The policy is designed to prevent placing a Board member in a position where his/her interest in the School and his/her interest in his/her place of employment might conflict, and to avoid appearances of conflict of interest even though such conflict may not exist

No board member may use or authorize the use of the authority or influence of his or her office to secure anything of value, or the promise of anything of value to himself or herself, or solicit or accept anything of value that is of such a character as to manifest a substantial and improper influence upon him or her with respect to his or her duties (RC 102.03).

Board members shall not accept any form of compensation from vendors that might influence their decision on the eventual purchase of equipment, supplies, or services. Furthermore, Board members shall not accept any form of compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from a vendor. In addition, Board members shall not enter into a contractual arrangement with a vendor seeking to do business with the School, or a vendor with whom the School is doing business, whereby an individual Board member receives compensation in any form for services rendered. Such compensation includes, but is not limited to, cash, check, stocks, or any other form of securities, and gifts or other such things of value. In the event that a Board member receives such compensation, the Board member shall immediately notify the Treasurer, in writing, that s/he received such compensation and shall thereafter promptly transmit such compensation to the Treasurer.

Nothing herein shall prevent a Board member who attends a conference held by an association of public officials and employees from accepting a meal, or attending a reception or open house, the cost of which is financed by a private party so long as the meal, reception, or open house is: (1) of an ordinary, routine character; (2) at an educational or informational event; and (3) open to all of the public officials and employees attending the event.

A Board member whose spouse or child is employed in the School may not vote, authorize, or use the influence of his/her office to secure approval of an employment contract with his/her spouse or child. Neither may s/he vote, deliberate, discuss, or otherwise attempt to influence a collectively-bargained, negotiated agreement affecting his/her spouse or child if the agreement includes provisions for health insurance. Proper records of Board and Committee proceedings shall be maintained to verify that these conflict of interest policies have been followed. If unsure of a potential conflict of interest, please check with your county prosecutor, city law director or the Ohio Ethics Commission at (614) 466-7090.

8.02 Compensation. Board members shall not receive compensation for their services. R.C. 3313.12, 3313.202(D),

Expenses of a Board member incurred in the performance of his/her duties and expenses

of a member-elect in training and orientation will be paid from the General Fund, provided that each such member or member-elect submits a written statement of his/her expenses for approval by the Board at its next regular meeting. R.C. 3315.15 Such expenses will be paid from the General Fund. However, under no circumstances will Board members be reimbursed for the purchase of alcoholic beverages.

ARTICLE IX - MISCELLANEOUS

9.01 Fiscal Year. The Corporation's fiscal year shall be July 1 through June 30.

ARTICLE X – BOOK AND RECORDS

10.01 The Corporation shall keep correct and complete books, records and minutes of the Board of Directors' meetings, and, so long as required by Ohio law, during the time when the Corporation is functioning as a public school, such books and records shall be public records. The Secretary of the Corporation shall keep an accurate list of the names and addresses of the Board of Directors.

ARTICLE XI - AMENDMENT OF REGULATIONS

11.01 The Articles of Incorporation and Code of Regulations shall be adopted and amended by a majority of all of the Board of Directors. A review of the Code of Regulations will be conducted periodically and revisions presented to the Directors for review and approval.

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

DEPARTMENT OF THE TREASURY

Date: DEC 07 1999

Employer Identification Number:
34-1901127

DLN:

17053288011049

Contact Person:

KENNETH B BIBB

ID# 31264

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Form 990 Required:

Yes

Addendum Applies:

Yes

Dear Applicant:

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

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

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

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

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

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Letter 947 (DO/CG)

THE INTERGENERATIONAL SCHOOL

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

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

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

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

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form

THE INTERGENERATIONAL SCHOOL

990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

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

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

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

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

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

Sincerely yours,



District Director

Enclosure (s) :
Addendum



Mission: The Intergenerational School creates, connects, and guides a multi-generational community of lifelong learners and engaged citizens.

Vision: TIS is a successful Intergenerational Learning Community that is transforming Cleveland, and the world, into a better and more equitable global community. TIS will serve as a model to encourage and assist other communities to create similar learning environments.

Values:

Personal Integrity

Work Ethic

Choice & Accountability

Celebration of Diversity

Interpersonal Skills

Shared and responsible use of resources

Honoring the interconnected web of life & time



School Leadership and Management

IRN: 133215

Fiscal Year: 2016-2017

Effectively staffing our school is of critical importance to our students achieving excellent outcomes. Efficiently managing the day to day needs of the school while ensuring student safety, fiscal responsibility, compliance management, and the overall health and well-being of our students is led by our School Leadership Team with a strong support team of committed professionals from the school's charter management organization. The Board's recent decision to separate from the network as of July 1, 2017 will require a redesign of a smaller "Intergenerational Schools Network" consisting of the three schools. Over the next six months, this plan will be finalized and shared with our sponsor. The following includes operational services information that will change over the coming months with this transition.

Our Principal reports to the **Model Leadership (Chief Educator and Executive Director)**, who report jointly to the school's **Board of Directors** and the **CMO**.

Our School Team is guided by Model Leadership and supported by the Breakthrough Charter Schools CMO Support Team. Services from the CMO include operational supports, facilities management, financial and accounting, student reporting and EMIS, IT, and communications systems.

Within our school, we have the following leadership staff:

School Principal: Responsible for all educational and student matters within the school: staffing (including hiring, coaching, and performance management of all teachers within the school), community relations and intergenerational programming, assessments and student growth, educational areas of the budget, compliance, etc.

Director of Operations: Oversees all of the daily school operational functions related to the facility, food program, compliance, HR, IT, and planning around operational areas of the budget.

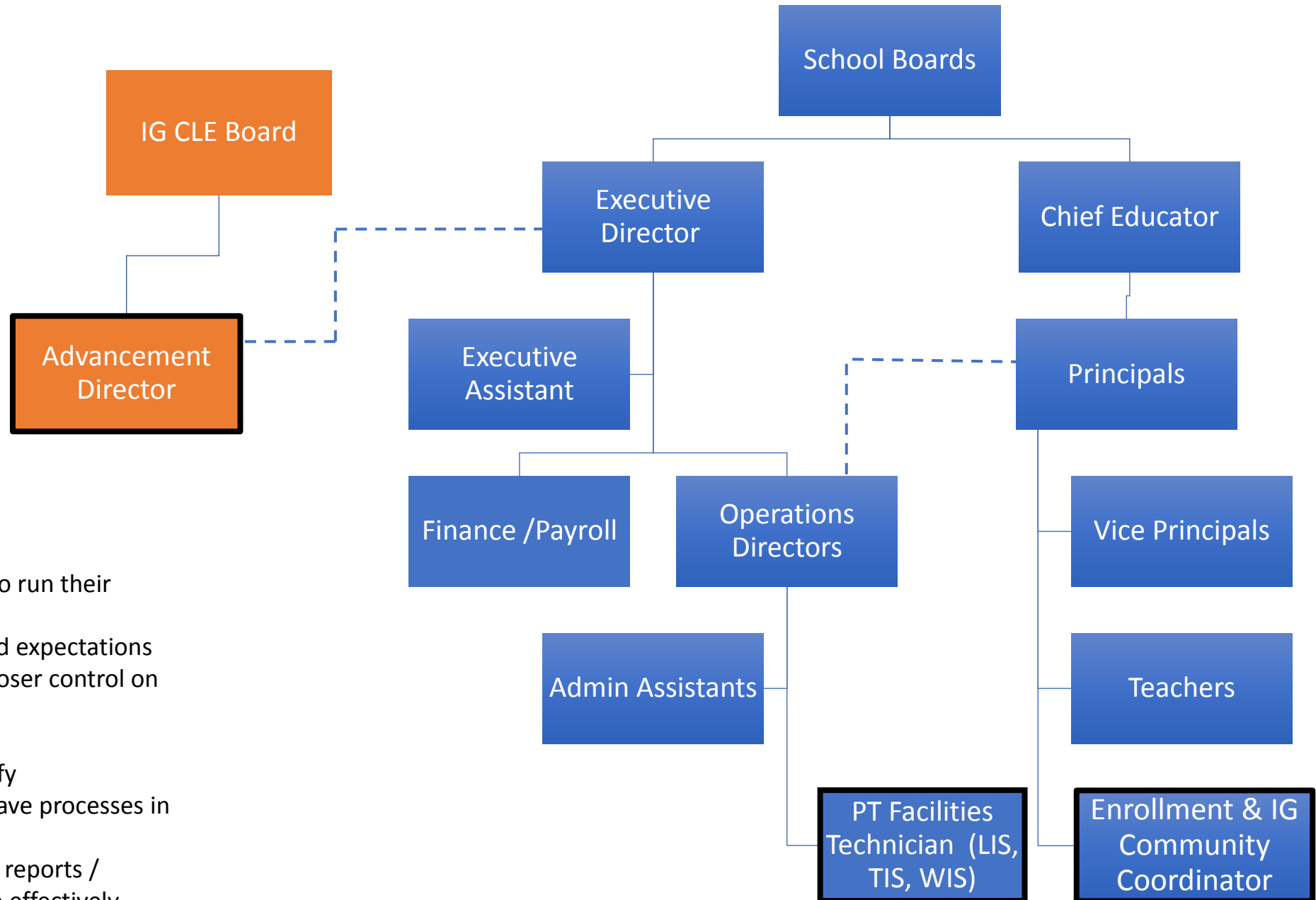
Assistant Principal: Supports the Principal in all school matters especially; student behavior and discipline, teacher coaching, high school transition, etc.

5/22 Update

Headcount Reserve:

- Special Ed
- Enrollment / Community Relations Role

Intergenerational Schools Organization Structure: Staff ONLY



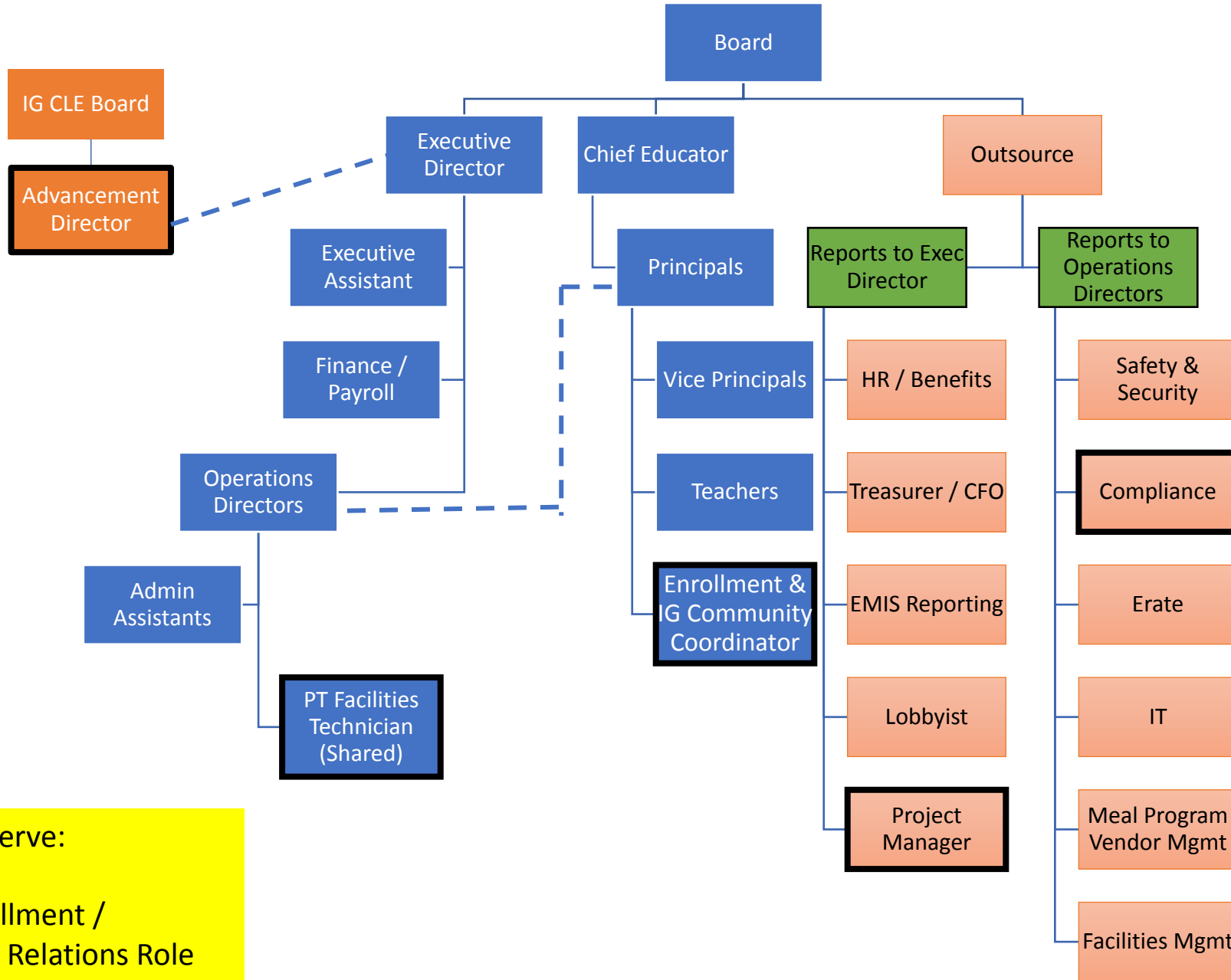
Pro: Raises responsibility of Principals to run their school but also collaborate with peers

Con: More committee development and expectations to meet more frequently with peers; looser control on consistency with IG

Considerations: Need to clearly identify roles/communicate expectations and have processes in place to measure effectiveness

Need: Clarity of board expectations on reports / information to ensure ability to execute effectively

Intergenerational Schools Organization Structure with Outsourced Roles



Potential New Board

Committees:

- IT (Could just be expertise)
- Advancement

Staff Committees

Education Committees:

- Talent Development
- Curriculum Development & Procurement
- Special Education
- Pedagogy
- Marketing

Operations Committee:

- IT Mgmt
- Purchasing
- Training
- Facilities Mgmt
- Onboarding
- Security Training

Headcount Reserve:

- Special Ed
- Model Enrollment / Community Relations Role

ATTACHMENT 2.1
GOVERNING AUTHORITY MEMBERS

1. Governing Authority Member Names and Email Addresses used for School Business

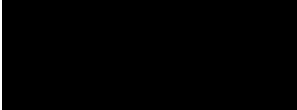
NOTE: All Governing Authority members must be pre-approved by Sponsor. The Sponsor shall be promptly notified in writing of any changes in members, including names of resignations and changes to contact information, within five (5) business days of such change.



THE
Intergenerational
S C H O O L S
A COMMUNITY OF LIFELONG LEARNERS

The Intergenerational School Governing Board Roster
IRN 133215
School Year 2016-2017

Erica Adlakha (Board Chair)



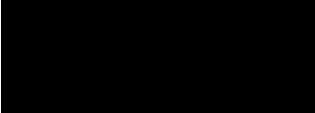
eadlakha@tisonline.org

Lee Trotter (Vice Chair)



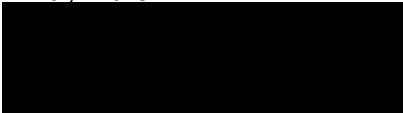
ltrotter@tisonline.org

David Atton (Secretary)



datton@tisonline.org

Andy Male



amale@tisonline.org

Mark Safran



msafran@tisonline.org

Mike Swearngen



mswearngen@tisonline.org

ATTACHMENT 3.2 MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

NOTE: Check here [] if the School is not currently managed by a third party. If the School decides to engage an operator in the future, this will require a contract modification.

Under R.C. 3314.032(A), new or renewed operator contracts entered into on or after February 1, 2016 must include the following:

- Criteria to be used for early termination of the operator contract,
- Required notification procedures and timeline for early termination or non-renewal of the operator contract, and
- 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 management company. Any stipulation regarding property ownership must comply with the requirements of R.C. 3314.0210.

ATTACHMENT 3.4 SUSPENSION AND CLOSING PROCEDURES

School Name: _____

Authorizer Name: Educational Service Center of Lake Erie West

Suspension or Closing: _____

To the extent that the school governing authority and/or the school's fiscal officer is unable or unwilling to execute its responsibilities in effecting an orderly suspension or closure of the school, the authorizer shall assume part or all of such tasks to the full extent possible.

I. Initial Notifications, Student Records and School Records	
Completion Date	Action
	1. Notify the Office of Quality School Choice that the school is suspending or closing; within 24 hours of the action, send in the community school's board resolution or official authorizer notice, including the date of closing. A school is suspended or closed for instruction when instruction is no longer taking place. A school may have a later official closing date if closing actions such as filing final expenditure reports or submitting EMIS data necessitate the school maintaining a status of Inactive in OEDS-R so that it can complete these or similar actions. If a school's closing occurs as a result of continued poor academic performance (ORC Section 3314.25 or 3314.351), often referred to as "closed by operation of law," there is no expectation that the authorizer will send in a notice, unless the school is closing prior to the end of the school year. In that instance, it is expected that the authorizer will notify the Office of Quality School Choice within 24 hours of the decision to close sooner than the end of the academic year.
	2. Provide a clear written timeline of the suspension/closing process.
	3. Notify parents that the school is suspending/closing through a formal letter from the school Governing Authority and the authorizer superintendent or CEO within 24 hours of the action. The letter to include but not limited to: the reason for the suspension/closing of the school, options for enrolling in another community school, traditional schools or nonpublic schools and contact information.
	4. Provide each parent with the location that their child's records are being delivered.
	5. Provide authorizer contact information to all parents.
	6. Provide each parent with the location that their child's records are being delivered.
	7. Notify the teachers and staff that the school is closing.
	8. Ensure that STRS and SERS contributions are current.
	9. Clarify COBRA benefits and when medical benefits end. In the case in which the staff and faculty are employees of a management company, ensure that all employees have a contact person at the management company who will assist them through the transition.
	10. Remind the faculty of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed up to the day of closing.
	11. Ensure that each faculty member's LPDC information is current and available to the teachers.
	12. Provide authorizer contact information to all staff.
	13. Notify the Ohio State Teachers Retirement System and School Employees Retirement System.
	14. Notify the Area Coordinator's office to schedule the student enrollment/FTE review. Preferably, the FTE review should be completed within 7 business days of the closing, if possible, or within 7 business days of the Area Coordinator's notification of the school's closing by the department.
	15. Take control of and secure all school records, property and assets immediately when the school suspends or closes, to the extent possible. In the case in which the building's landlord seizes the facility and its contents, or when a governing authority reneges on its obligations or other unforeseen circumstances, legal action may be necessary. The authorizer should share any such circumstances with the Office of Quality School Choice as quickly as possible. Note: The DAS site for records retention schedules can be found here: http://apps.das.ohio.gov/rims/General/General.asp . The federal records retention schedules can be found here: http://www2.ed.gov/policy/gen/leg/fra.html .

	16. Put student records in order and produce transcript materials immediately. The expectation is that records would be organized by grade level and district of residence, with the student's name and SSID clearly displayed.
	17. If the school has graduated students, compile a list of the names and dates of the graduates and retain that list.
	18. Have copies of each list ready for the resident district receiving the records and the authorizer.
	19. Have all available IEP, enrollment, and attendance records available for the completion of the FTE closure review.
	20. Prepare a list of all students (name and SSID), and the resident district to which the student's records are to be delivered.
	21. Have copies of each list ready for the resident district receiving the records and the authorizer.
	22. Make copies of all students' records and retain the copies for use by the Auditor of State.
	23. Deliver the original student records to each student's district of residence within seven business days of the school's closure. [ORC Section 3314.44]
	24. Upon delivery, provide a list of the records given to the district representative, and obtain the name and signature of the individual receiving the records and the date. Note: Special education records shall be provided directly to each receiving school or school district's special education administrators for all students with disabilities.
	25. Provide the authorizer with an updated list indicating delivery information.
	26. Notify the Auditor of State of the school's closing/suspension and schedule a final audit.

Please note: The numbering does not indicate a specific sequence of steps; it is intended for ease of reference.

II. Disposition of Assets	
If the governing authority does not retain a treasurer to oversee the remaining financial activity, (note that this Contract requires retention of the School Treasurer for oversight of all closure and post-closure activity and responsibility) the authorizer may act as or appoint a receiver to oversee the closing of the financial records in the absence of a fiscal officer.	
Keep assets separated by source of funding, state or federal, for purposes of disposition.	
Federal dollars cannot be used to pay state liabilities. Account for all school property throughout the closing process by distinguishing state from federal dollars.	
For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at \$5,000 or greater.	
For assets purchased with Federal funds that have a value of less than \$5,000 and all assets purchased with state funds, follow the school's disposition plan and track the disposition for each asset.	
Note: Technology equipment received as part of the Erate program is federal property and cannot be sold as part of the school's assets. Specific guidance on donating the equipment can be found here: http://www.usac.org/sl/applicants/before-youre-done/equipment-transfer.aspx .	
Note: If a community school closes and ceases to operate as a community school and the school has received computer hardware or software from the former Ohio SchoolNet commission or the former eTech Ohio commission, such hardware or software shall be turned over to the department of education, which shall redistribute the hardware and software, to the extent such redistribution is possible, to school districts in conformance with the provisions of the programs as they were operated and administered by the former eTech Ohio commission.	
Completion Date	Action for assets purchased with either state or federal funds
Closure only	27. Review the financial records of the school.
Closure only	28. Establish check off list of assets including all inventory with proper USAS codes, state codes, and the price of each item and identify the source of funds; in the case of donated items, follow the accounting guidance.

Closure only	<p>29. Establish the fair market (initial and amortized) value following generally accepted business rules and in a transparent manner. The Uniform Commercial Code offers guidelines for liquidating assets in a commercially reasonable manner for all state purchased assets and federally purchased assets that have a value of less than \$5,000 (ORC 1309.627).</p> <p>Note: Essentially, the price should be at the current price in any recognized market at the time of disposition or otherwise consistent with reasonable practices among dealers in the type of property subject to disposition. The school's governing authority's capital assets policy should also be followed.</p> <p>If an asset has \$0 market value and the school is planning to dispose of the asset at a public auction, the school should still place a minimal value on the item.</p>
	30. Identify staff who will have legal authority for payment processes (e.g. checks, cash, credit cards, etc.).
Closure only	31. Establish disposition plan for any remaining items.
Closure only	32. Notify Office of Quality School Choice, then public media (print media, radio) of the date, time, and location of any property disposition auction.
Closure only	33. Provide board resolutions and minutes of any assets transferred at no cost to another school.
Closure only	34. Identify any State Facilities Commission guarantees, if any.
Closure only	35. Prepare documentation for disposition of the school's fixed assets.
Completion Date	In Addition, for Assets purchased with Federal funds
Closure only	<p>36. For all federal program purchases that have a value of \$5,000 or greater, follow steps 26 through 30 and 32 and EDGAR liquidation procedures in 34 CFR 80.32.</p> <p>Note: Unless otherwise <i>described</i> below for the Public Charter School Program and the National School Lunch Program, all items purchased with federal funds may be sold at auction. However, for any item with a value of \$5,000 or higher, the item must be labelled on the disposition of assets record as having been purchased with federal dollars along with the purchaser information (name of school or organization and contact).</p>
Closure only	<p>37. <u>Public Charter School Program, if applicable.</u></p> <ol style="list-style-type: none"> PCSP assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets. After the above steps have been taken, any remaining assets may be offered to any public school district with documented board resolutions by the community school and the accepting district. Provide OCS with a written report of the property, and if available, a bill of sale.
Closure only	38. <u>National School Lunch Program.</u> Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition (OCN). Contact OCN prior to proceeding with any liquidation of Equipment.
Completion Date	In Addition, for Assets purchased with State funds
Closure only	39. In addition to establishing a fair market value, track sale of items and have supporting board resolutions for donation of items to another community or other public school or non-profit entity.
Closure only	40. Consistent with ORC Section 3314.051, offer real property acquired from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner.

III. Payments to Creditors

For suspended schools, ensure that employees' salaries, STRS/ERS, and IRS obligations are current. For closing schools, the authorizer should consult with its legal counsel prior to implementing this section to determine if there are any outstanding federal or state claims that may need to be paid first including but not limited to federal and state taxes, Medicare, Workers Compensation, and city wage taxes. If applicable, provide documentation of any Workers Compensation claims.

Note: The authorizer is obligated to retain the school's financial records and should follow the relevant state and federal records retention schedules. The DAS site for records retention schedules can be found here:

<http://apps.das.ohio.gov/rims/General/General.asp>. The federal records retention schedules can be found here:

<http://www2.ed.gov/policy/gen/leg/fra.html>.

With two exceptions, noted below, utilize only state dollars, auction proceeds, foundation dollars, and any other non-federal dollars to pay creditors in the following order:

Completion Date	Action
	41. Retirement funds of employees of the school, such as 401(k)'s.
	42. STRS/SERS/retirement systems and other adjustments – see ORC 3314.074. NOTE: Teachers, administrators, and other staff working for a conversion community school through a contract with the sponsoring district should be treated as employees under ORC Section 3314.074.
	43. Teachers and staff Exception: Federal dollars can be used to pay the teacher costs and STRS/SERS/retirement costs for any employees who were paid from federal funds when the school was open.
	44. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials). Exception: Audit preparation costs can be paid from federal funds under certain conditions. Contact the Office of Grants Management for specific guidance before applying any costs against federal funds to support audit costs. Please refer to Auditor of State Bulletin 2009-011.
	45. Any remaining funds shall be paid to the department of education for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under ORC section 3313.64 or 3313.65. The amount distributed to each school district shall be proportional to the district's share of the total enrollment in the community school.
	If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance section 3314.074 and Chapter 1702 of the Ohio Revised Code.

IV. Preparation of Itemized Financials and Documents for FTE Review

Completion Date	Action
	Review and prepare the following itemized financials:
	46. Year-end financial statements, notes to the financial statements and if applicable schedule of federal awards.
	47. A cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date.
	48. List of investments in paper hard copy format.
	49. List of all payables and indicate when a check to pay the liability clears the bank.
	50. List of all unused checks (collect and void all unused checks).
	51. List of any petty cash.
	52. List of bank accounts, closing the accounts once all transactions are cleared.
	53. List of all payroll reports including taxes, retirement or adjustments on employee contract.
	54. List of all accounts receivable.
	55. List of assets and their disposition.
	56. FTE review complete.

V. Final Payments and Adjustments

Completion Date	Action
	The authorizer shall continually monitor the condition of the closed school and be prepared to receive or transmit funds on behalf of the school as directed by an appropriate agency. Receipt of funds can happen more than a year after a school's closure, and the authorizer is obliged to serve as the recipient of such funds and adjustments. If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance with Section 3313.074 and Chapter 1702 of the ORC.
	57. Receive any funds or adjustments credited to the account of the closed school.
	58. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debts; payables (any money owed to another).
	59. Send all or the remaining portion to the Ohio Department of Education, Office of Budget and School Funding, for final disposition.

The authorizer and school governing authority representative identified below certify that all steps listed above were completed, unless otherwise noted.

School: _____

Governing Authority Representative _____ Date: _____

Authorizer: _____

Authorizer Representative _____ Date: _____

The School's governing authority and the authorizer execute the Suspension or Closing Assurance Form and maintain it with copies sent to the Office of Quality School Choice. Submit the *Suspension & Closing Assurance Form* by uploading it into your named authorizer folder in the document exchange, accessed through your SAFE account, Collaboration Center.

ATTACHMENT 4.1
CONFLICT OF INTEREST POLICY

1. School Conflict of Interest Policy

NOTE: At a minimum, the Conflict of Interest Policy must address Chapter 102 of the Ohio Revised Code and R.C. 2921.42, 2921.43, and 2921.44.

Ethics Policy

The Board of Directors acknowledges that each Board member, by virtue of their membership on the Board of Directors, is subject to Chapter 102 of the Revised Code (the “Ohio Ethics Law”) and Revised Code Sections 2921.42, 2921.43, and 2921.44 (the Related Statutes”). All School officials that meet the definition of “Public Official” or “Public Employee” as used in the Ohio Ethics Law and Related Statutes are also expected to comply with these laws.

Ohio Ethics Law – Revised Code Chapter 102

Section 102.03(D) of the Ohio Ethics Law prohibits a public official or employee from using or authorizing the use of the authority or influence of office or employment to secure anything of value or the promise or offer of anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

Similarly, Section 102.03(E) prohibits a public official or employee from soliciting or accept anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

As used in the statutes referenced above, “Anything of value” includes money, goods, chattels, future employment, interest in realty, and "every other thing of value". Whether an influence is “substantial” is determined based on the value of the thing and depends upon particular facts and circumstances. Whether an influence is “improper” is determined based on the source of the thing of value, for example, parties doing or seeking to do business with the School, its Board or employees, or where it could impair a Board member’s objectivity and independence of judgment regarding his/her official actions and decisions.

A Board member may avoid a conflict under R.C. 102.03(D) and (E) by disclosing the conflict to the rest of the Board and abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in its Conflict of Interest Policy when confronted with situations to which the Ohio Ethics Law applies.

Related Statutes – Revised Code Sections 2921.42, 2921.43, and 2921.44

2921.42(A)(1)

Revised Code Section 2921.42(A)(1) prohibits a public official from knowingly authorizing, or employing the authority or influence of the public official’s office to secure authorization of any public contract in which the public official, a member of the public official’s family, or any of the public official’s business associates has an interest.

For purposes of the Related Statutes, “public contract” means, the purchase or acquisition, or a contract for the purchase or acquisition, of property or services by or for the use of the state, any of its political subdivisions, or any agency or instrumentality of either...”. “Family Member” includes spouse, parent, grandparent, child, grandchild, sibling, step-child, and any other person related by blood or marriage to the public official and residing in the same household.

A Board member may avoid a conflict under ORC 2921.42(A)(1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in its Conflict of Interest Policy when confronted with situations involving ORC 2921.42(A)(1).

2921.42(A)(3)

Revised Code Section 2921.42(A)(3) prohibits a public official from occupying any position of profit in the prosecution of a public contract which she or the Board authorized, and which was not let by competitive bidding to the lowest and best bidder during the while the Board member holds a position on the Board or within one year thereafter.

A Board member occupies a position of profit when he or she receives some financial gain or benefit that is definitely and directly related to the carrying out and completion of the contract.

2921.42(A)(4)

Revised Code Section 2921.42(A)(4) prohibits a public official from having an interest in the profits or benefits of a public contract entered into by or for the use of the public office with which the official is connected. Only direct and definite interests are prohibited.

There is an exception to the general prohibition against having an interest in a public contract. Revised Code Section 2921.42(C) allows that the prohibition would not apply if all of the following are true: (i) the subject of the contract must be necessary supplies or services for the public office, (ii) the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the public office as part of a continuing course of dealing established prior to the public official becoming associated with the public office, (iii) treatment accorded to the public office must either be preferential to or the same as that accorded to other customers in a similar transaction, and (iv) the entire transaction is conducted at arm's length, with full knowledge by the political subdivision or governmental agency or instrumentality involved, of the interest of the public official, member of the public official's family, or business associate, and the public official takes no part in the deliberations or decision of the political subdivision or governmental agency or instrumentality with respect to the public contract.

2921.43(A)

Revised Code Section 2921.43(A) prohibits a public servant from knowingly soliciting or accepting improper compensation (a) other than as allowed by ORC 102.03 (G), (H) and (I), to perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties.

2921.43(B)

Revised Code Section 2921.43(B) prohibits a public servant from soliciting or accepting anything of value for their own personal or business use or for the business or personal use of another public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee's compensation, duties, placement, location, promotion or other material aspect of employment.

2921.44(D)

Revised Code Section 2921.44(D) prohibits a public official from recklessly creating a deficiency, incurring a liability, or expending a greater sum than is appropriated by the general assembly for the use in any one year of the department, agency, or institution of the state with which the public official is connected.

2921.44(E)

Revised Code Section 2921.44(E) prohibits a public servant from recklessly failing to perform a duty expressly imposed by law with respect to the public servant's office, or recklessly do any act expressly forbidden by law with respect to the public servant's office.

2924.44(G)

Revised Code Section 2921.44(G) states that any community school fiscal officer that is convicted of or pleads guilty to dereliction of duty is disqualified from holding any public office, employment, or position of trust in this state for four years following the date of conviction or of entry of the plea, and is not entitled to hold any public office until any repayment or restitution required by the court is satisfied.

ATTACHMENT 5.2 FACILITIES PLAN

1. Detailed description of each facility used for instructional purposes, containing the address and grades served;
2. Annual costs associated with leasing each facility, paid for by or on behalf of the school, if applicable;
3. Annual mortgage principal and interest payments that are paid by the school, if applicable;
4. Name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any; and
5. If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable.

ATTACHMENT 5.2 FACILITIES PLAN

1. Detailed description of each facility used for instructional purposes, containing the address and grades served;

TIS serves students in grades K through 8 in the newly renovated St. Luke's Hospital building located at 11327 Shaker Boulevard, Suite 200E, in Cleveland, OH 44120. The school occupies 41,119.5 square feet on four floors throughout the building. The lease term is for ten years and began in July of 2013.

The school has 18 classrooms averaging about 750 square feet for regular instruction, art, music, and a science lab. The school has a large library which also doubles as a classroom/meeting room and is shared amongst the other building tenants when school is not in session. The school has exclusive access Monday through Friday from 8:00 to 6:00. There are about 4 smaller instruction rooms for Special Education, Title I, or other small group instruction, as well as private offices for health, counseling, speech therapy, etc. Two of the four floors house the majority of the classrooms and each of these floors also has a teacher work room and a mentor reading nook. The ground floor consists of the historic lobby (used as the cafeteria) and the auditorium/gym which is another shared space. The historic lobby (cafeteria), auditorium, art, music, and science labs are primarily shared with Boys and Girls Clubs, who serve about 100 TIS students after school and during the summer. The Center for Families and Children has a preschool in the building, and also occasionally uses the gym and/or a small classroom adjacent to the library. Other tenants in the Phase III building include Cleveland Neighborhood Progress, Inc. (the partner who worked to raise most of the funding for the renovation and managed the new market tax credit deal), and the St. Luke's Foundation, established when the hospital closed and a major supporter in the neighborhood. The other two wings of the renovated hospital house subsidized residential units for older adults who meet certain housing eligibility criteria.

2. Annual costs associated with leasing each facility, paid for by or on behalf of the school, if applicable;

- \$169,823 in rent (\$4.13 psf) for the first seven years of the ten-year term, increasing to \$411,195 in years eight and nine, and 415,306.95 in year ten (approx. \$10.00 psf).
- \$150,000 in CAM (Common Area Maintenance) includes elevator maintenance, landscaping, snow removal, outdoor and lobby lighting and cleaning, garbage removal, etc.
- \$52,000 in electric bills (estimate), other utilities are covered in CAM.

3. Annual mortgage principal and interest payments that are paid by the school, if applicable;

Not applicable

4. Name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any; and
 - St. Luke's Phase III Master Tenant LLC is the landlord
 - Friends of Breakthrough (Breakthrough Charters School's support organization) does own the leveraged loan included in the new market tax credit deal.
5. If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable.

Not applicable

ATTACHMENT 6.3 EDUCATIONAL PLAN

1. Educational Plan
 - a. Mission and philosophy
 - b. Characteristics of the students the School expects to attract
 - c. Ages and grades of students
 - d. Description of curriculum
 - e. Instructional delivery methods used
 - f. Description of how curriculum aligns with Ohio Content Standards
2. Description of all classroom-based and non-classroom-based learning opportunities
 - a. Classroom-based
 - b. Non-classroom-based, including, when applicable, Credit Flex, College Credit Plus, field trips with academic enhancement component, tutoring, learning on contingency days or while a student is suspended/expelled, internet or independent study
3. If applicable, description of blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements

The Governing Authority DOES NOT intend to seek designation for the School as a STEM school under R.C. 3326.032.

NOTE: Learning opportunities are classroom-based or non-classroom-based supervised instructional and educational activities that are defined in the School's contract and are:

- a. Provided by or supervised by a licensed teacher;
- b. Goal-oriented; and
- c. Certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. (OAC 3301-102-02)

If the School has registered a Blended Learning Plan, the description must include, at a minimum:

- 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 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



IRN: 133215
Fiscal Year: 2016-2017

Attachment 6.3: Educational Plan

The Educational Program of The Intergenerational starts with and is derived from the school's Mission Statement. It is based on a shared set of school values and an educational philosophy compatible with understandings about human growth and learning obtained from research in child development including cognitive and developmental psychology.

The curriculum has evolved and been reviewed and revised to align with the Ohio Common Core standards and model curriculum in English Language Arts and Mathematics as well as the new Ohio standards and model curriculum for Social Studies and Science.

Mission Statement

The Intergenerational School connects, creates and guides a multigenerational community of lifelong learners and spirited citizens.

This mission statement is the foundation from which all school decisions are made. There are several key components that are purposively included:

Community: First and foremost, TIS wishes to create a true community of individuals that transcends traditional age barriers. This community is organized around the central activity of learning. The community includes children, faculty and staff, family members, community volunteers, and collaborating community organizations.

Multigenerational: TIS welcomes learners of all ages to participate together in the learning life of the school. The idea that age is not a relevant variable upon which to base a school structure is evident throughout the design. Students learn in multi-age classrooms, where older students serve as role models and can assist younger students. Younger students can see what their own learning can and will become. The full life span is represented at TIS well beyond the traditional elementary school community of students, staff, and parents. From high schoolers and college age students who come to mentor, to our beloved senior citizens who impart their wisdom and caring, as well as emergent preschoolers through our partnerships, all ages come together.

Lifelong learning: TIS strives to develop in its students the inclination for lifelong learning and the tools to be an effective lifelong learner. Every staff member as well as family members and community volunteers are expected to exemplify and model this concept on a daily basis.



Spirited citizens: Students of all ages at The Intergenerational School will acquire the knowledge, skills, and habits to be effective and empowered stewards of their community. The school community will make sound and principled decisions, and communicate and advocate effectively for the community good. Students are expected to apply the knowledge gained to the task of understanding and improving their own communities through service learning and other forms of community service.

TIS strives to exemplify a standard of excellence in all its endeavors. This applies to student learning as well as to quality of school life for faculty and staff, community collaborations, and all aspects of how TIS goes about the task of accomplishing its mission. Students will meet rigorous standards of achievement in the core curriculum areas of language arts, mathematics, science, and social studies.

Students learn by participating in a student-centered, experiential learning environment. TIS provides rich and holistic learning experiences so that students can know themselves as learners and can make effective decisions about their own learning. TIS adopts a process-oriented approach to learning, but balances that with the goal to develop in students certain specific skills that are needed for educational and life success.

School Values

The school community learns and lives a distinct set of values. These values include:

personal integrity, work ethic, choice and accountability, celebration of diversity, interpersonal skills, shared and responsible use of resources, and honoring the interconnected web of life and time.

These values are a statement of what the school holds important. Having a shared set of agreed upon values is important for a true community of learners. Not only are these school values taught in the classroom, but all members of the school community are expected to honor and demonstrate these values.

Educational Philosophy and Instructional Design

The educational philosophy of the school is grounded in two main beliefs:

- Learning is a life-long developmental process
- Knowledge is socially constructed in the context of culture, experience, and community

TIS believes that all individuals are capable learners. Each individual brings a unique constellation of talent, interest, experience, and cultural heritage to the learning situation. Learning takes place best in an environment where such differences are valued and respected. Individuals in such an environment work together to investigate topics and questions that are personally meaningful and important. Teachers and learners strive together to attain the knowledge, skills and attitudes that enable them to participate powerfully in their families and their communities, both local and global. Such knowledge,



skills and attitudes are broad and encompass literacy, aesthetic appreciation, social responsibility, and a deepening of the understanding of what it means to be human. The pedagogical hallmarks of a classroom with these goals at heart are shared power and choice, explicit modeling, collaboration, and direct teaching in response to observed needs and interests.

The educational design of TIS is unique and innovative. The learning community exists at the conflux of three interactive and interdependent components of the school: the curriculum, the educational philosophy and instructional design, and the values. In other words, the curriculum is derived from and is entirely consistent with both the educational philosophy and with the values of the school. The values by which the school community functions are studied as a part of the curriculum and provide the foundation for the educational philosophy. Every aspect of the functioning of the school as a learning community must be consistent with the values, amenable to study as a part of the negotiated curriculum, and based on the beliefs about learning that form the educational design. This design may be conceptualized as follows:

Academic Goals

With the development and adoption of the Ohio Academic Content Standards (Social Studies, Science) and the Common Core Standards (ELA and Mathematics), Ohio schools have a clear statement of what Ohio school children are expected to learn and be able to demonstrate at certain benchmark points in their education. TIS adopts these standards as the basis for the developmental curriculum (*as Ohio has continued to revise its standards and further develops a model curriculum in each content area, TIS will continue to re-align its own curriculum to be consistent with Ohio expectations*). Students at TIS are expected to attain the benchmark standards within the broad grade-level bands. However, TIS utilizes a framework for instruction based on developmental stages (to be described subsequently) rather than on age-based grade levels. In other words, TIS expects its students to get to the same end-points, but to get there in a different way. This “unconventional way” is, of course, the rationale for Community Schools in the first place.

TIS does not give equal emphasis and equal classroom time to all curriculum areas in each developmental stage. At the earliest stages (Emerging and Beginning), the greatest focus is on English Language Arts (Reading and Writing) and Mathematics. In order to be a lifelong learner and spirited citizen, one must be competent in these areas. Through thematic studies, teachers integrate ideas from social studies and science into classroom instruction, but the focus is on the teaching and learning of literacy and mathematics. Similarly, instruction in the arts, health and wellness, and technology are secondary to literacy and mathematics in these early stages of learning.

In the later stages of development (Developing, Refining, and Applying), TIS students further hone literacy and mathematics skills and understandings and then use this knowledge to study science and social studies in much greater depth. The TIS curriculum encourages less breadth and more depth in how students approach their studies, believing this approach is more valuable to the development of lifelong learners. In the final year at TIS, students are expected to demonstrate their attainment of the school's mission by designing, completing, presenting, and evaluating a community service project.

This emphasis on literacy and mathematics first is reflected in the TIS assessment framework as well as in the revised Ohio standardized testing program.

Student Outcomes

Students who complete the TIS curriculum will demonstrate the following broad exit competencies:

A. Core curriculum areas

1. Literacy
 - Reading: Students will read proficiently with fluency and comprehension for personal enjoyment and to gain knowledge.
 - Writing: Students will write effectively with clarity, correctness, and purpose to accomplish personal and community goals.
 - Communication: Students will use effective listening and speaking skills to both gain and present information in group settings.
2. Mathematics: Students will use mathematics to categorize, quantify, describe, compute, and solve problems related to the real world.
3. Science: Students will use the scientific method as a basis to observe, describe, hypothesize, and investigate questions about natural phenomena in the real world.
4. Social Studies: Students will use the social studies to responsibly participate in democratic communities.

B. Supplemental and enrichment curriculum areas

1. Artistic Studies: Students will understand and use art and music in the context of history, culture, personal experience, and as self-expression.
2. Technology: Students will gain proficiency in the use of technology for purposes of communication, information access and work force applications.

3. Wellness and Health: Students will become knowledgeable about, value, and participate in a healthy lifestyle.

Developmental Stages of Learning and Benchmark Indicators

Instruction at The Intergenerational School is organized by developmental learning levels rather than by the more arbitrary age-based grade levels that are common in education. As a non-graded, developmental school, benchmarks are based on academic developmental stages that have only approximate correspondence to age/grade. The following chart describes these approximate relationships:

The stages used are:

Primary Cluster (Ohio's K-2 curriculum is taught)

- Emerging Stage. Children pretend and experiment with the tasks. For example, children turn the pages of a book and “pretend” to read by telling the story. Scribble writing may be the first type of writing that a child experiments with. (Benchmarks are based on end of Kindergarten state expectations.)
- Beginning Stage. Children are just beginning to be able to do learning tasks independently. (Benchmarks are based on end of 2nd grade state expectations.)

Developing Stage: (Ohio's 3-4 curriculum is taught)

- Developing Stage. Children are now analyzing the task and developing a fuller understanding of the individual skills that are part of the task as a whole. For example, spelling patterns may be analyzed and studied. (Benchmarks are based on end of 4th grade state expectations.)

Refining Stage: (Ohio's 5-6 curriculum is taught)

- Refining Stage. Children are proficient at the task and are coming to understand the more complex aspects of it. For example, in reading children are learning strategies for understanding different types of fiction and nonfiction text. (Benchmarks are based on end of 6th grade state expectations.)

Applying Stage: (Ohio's 7-8 curriculum is taught)

- Applying Stage. Students have solid reading, writing, and math skills and apply these to topics of study, particularly in social studies and science. This is the stage at which students are expected to demonstrate a high level of independence and accountability in preparation for success at a high performing high school. (Benchmarks are based on end of 8th grade state expectations.)

- **Capstone Requirements.** Each graduating student from The Intergenerational Schools is expected to demonstrate school leadership and spirited citizenship through community service hours. Each graduating student is expected to give a senior speech to the school community. These requirements are in addition to meeting the Applying Stage benchmarks.

Page Break

Students are encouraged to progress through the developmental stages as quickly as is possible. However, it is recognized that students cannot be successful if asked to learn ideas, strategies, and skills for which they are not yet developmentally ready. Children who enter school lacking expected or desirable preparation must be given the time to acquire such prerequisite skills. Just as in other public schools, individual students may require a longer period of time to achieve a given level of proficiency. In each core curriculum area, TIS has established standards for what constitutes “expected progress.” Students who fail to meet such standards may stay in a stage or cluster for additional time and may require more time to complete the TIS curriculum than the expected 9 years (Kindergarten through 8th grade).

Similarly, students who show accelerated learning may progress to advanced levels more quickly than would ordinarily be expected. Such students are given opportunities to study topics of interest in depth, to develop independent learning projects and/or community service learning projects and to explore advanced topics such as Algebra I.

Transition from one stage to the next can occur *at any time of year* based on demonstrated attainment of stage benchmarks (generally at an 80% to 95% standard depending on the assessment). This is in marked contrast to traditional grade levels, where grade promotion or retention occurs only at the end of an academic year and students are often moved ahead without the necessary solid foundation for success. In such a structure, children may be forced to advance when not ready or repeat a grade when they have already mastered a portion of the required curriculum. At TIS, the learning journey is appropriate and continuous for each individual.

Specific learner goals and outcomes are developed to be consistent with the State of Ohio Academic Content Standards, as well as with the standards written by professional educational associations (e.g., NCTM, NCTE). Although listed here as separate items, each strand of the curriculum is interconnected and woven into other strands.

The TIS curriculum document specifies the learner outcomes by developmental stage, the benchmarks or criteria for completing each stage, the instructional strategies teachers should use, the standards for which TIS will be accountable, and the assessment framework.

Innovative Strategies for Teaching and Learning

a) Beliefs about Learning

The instructional design is based on fundamental beliefs about how individuals learn. NSIS believes that learning occurs best when

1. Students take risks in a safe, supportive, and stimulating environment
2. Learning is authentic and for meaningful purpose
3. The focus is on what the child can do, not on his/her shortcomings
4. There are explicit and high expectations of excellence, hard work, responsibility, and accountability
5. Learning is conceptualized as a life-long, developmental process
6. Understandings are constructed by the learner over time
7. Learning is thoughtfully reflective.
8. There is a regular, thoughtful and authentic assessment process that involves teachers, students, and parents.

b) Instructional Design Elements

1. Non-graded, multi-age groupings

Classroom groupings are based on developmental learning stage rather than on age (i.e., grade level). Since children vary in the age at which skills and competencies are mastered, developmentally based classrooms will span several ages. Classrooms will also incorporate adult and older adult learners who are participating in the intergenerational programming. Decisions about how to group students are made based on developmental needs and learning interests. Groupings are also flexible; students may move into different groupings as learning needs evolve.

2. Individualized learning and instruction

Instruction and frequent assessment go hand in hand, so that teaching is directed to what each individual student needs to know in order to be successful on the particular task at hand.

Teaching may be directed toward the whole class, toward a small group with a common learning need, or toward an individual.

3. Mentoring/apprenticeship model

The predominant teaching model is apprenticeship. The teachers, other adults (including seniors) who participate in the school and more skilled peers all provide the model of a skilled practitioner. Through demonstration, explicit modeling, and mentoring, teachers enable the student to create closer and closer approximations to the target competency.

4. Real-world experiential learning/ Interdisciplinary approach/ Inquiry-generated and project-based learning

Teachers and students learn through engagement in real-world activities. Students learn by doing. They examine all aspects of a theme or topic from an interdisciplinary stance. Teachers develop topics for classroom investigation from student interests and questions, themes, projects, and content areas delineated in the curriculum. Topics may be broad and encompass an entire year of study, or shorter units that are of several weeks duration. In general, the older the student, the more extended and in-depth the study will be.

5. Collaborative curriculum planning

Although the curriculum provides the broad outline of the skills and competencies to be developed, the students and teachers collaborate and negotiate to determine the specific foci of their inquiry. The process of collaboration also extends to the setting of learning goals and the assessment of progress toward those goals.

6. Authentic and normative assessment

Since a developmental learning model requires extensive knowledge of each student, TIS incorporates a great deal of assessment into regular classroom activity. In the earliest years, assessment is largely of an authentic and formative nature. TIS has incorporated key elements of the Ohio Screening and Diagnostic Tests into the TIS assessment framework. From grade level equivalent of 2 through grade 8, students are also assessed three times a year using the NWEA MAP assessment in Math, Reading and Science (for grades 5 & 8). We also use the Bridges math curriculum and assessments. We use these scores and the Linking Data spreadsheet to determine the students who may need to benefit from intervention. Beginning at the third grade equivalent level, TIS students are also assessed by state tests as required by the Ohio Department of Education. Standards of performance for all assessments are included in the curriculum. Finally, students in their last year at TIS are expected to write and deliver a senior speech and complete a prescribed number of community service hours in addition to

meeting academic benchmarks in ELA and Mathematics. Thus students must demonstrate that they have attained the goals of the mission statement as a lifelong learner and spirited citizen.

c) Intergenerational Learning Paradigm

There are mutual benefits to older and younger persons engaged in an intergenerational community. Some of the value for older persons has been described as increased ability to remain productive, applied use of skills accrued over a lifetime, successful interaction with young people, development of new friendships, and decreased loneliness and isolation (Scannell and Roberts 1994). In particular, many older adults have expressed a sense of fulfillment from co-learning experiences and the chance to pass on life experiences and skills to others. In the area of literacy, for example, adults who participate in intergenerational family literacy programs show more growth in literacy skills than do adults who participate in adult only programs. The benefits to children are equally significant, as demonstrated in the many mentoring, tutoring and foster care programs across the country. The multi-age model proposed also has benefit for middle aged members of the learning community. Although the youth and seniors are the most direct participants, the middle aged teachers, researchers, parents, and members of the neighborhood are actively engaged in co-learning relationships that provide a multitude of benefits:

Benefits to young learners:	Benefits to Senior Learners:	Benefits to Middle-aged Participants:
Natural affinity for seniors	Natural affinity for youth	Natural affinity for other generations
Connections to older generations	Contribution to upcoming generation	Adult education opportunities
Personalization of history	Appreciation of own place in history	Appreciation of continuity and change
Greater individual attention	Eager audience for sharing life stories	Greater community involvement
Appreciation of senior wisdom	Appreciation of youth curiosity/expertise	Appreciation of intergenerational sharing
Respect for individual differences	Developing relationships with youth	Intergenerational research opportunities
Knowledge of the human life cycle		

Support for risk-taking	Knowledge of the human life cycle	Knowledge of the human life cycle
Learning through teaching	Support for risk-taking	Support for risk-taking
	Learning through teaching	Learning through teaching

TIS has become recognized for and continues to evolve opportunities for intergenerational learning. Most notably, **TIS won the national Eisner Prize for Excellence in Intergenerational Programming last year.** Many programs are in place and new ideas are always being actively explored and developed. TIS has increasingly developed ways to evaluate and improve on these programs. Programs have been developed to include seniors with diagnosed memory or other cognitive and health impairments.

Some of the signature intergenerational programs include:

- Reading Mentors
- Math Tutoring and Enrichment
- Weekly Clubs-where seniors share their passions with students (knitting, photography, etc.)
- Nursing Home partners-every classroom adopts the residents at a local long term care facility to visit at least once per month
- Intergenerational drama productions
- High school and college student mentors-who do a variety of activities including health fairs, homework help, museum explorers, etc.
- Professional training collaborations (education, nursing, and medicine)

d) Research based

In keeping with the reform goals set forth by the Ohio Department of Education, TIS offers the following educational innovations which are based on current knowledge and theory regarding how individuals learn best:

- Research-based educational practices and instructional methods that enhance student learning
- Flexibility in designing instruction and curriculum that meets a diversity of educational needs
- Assessment practices that contribute to the development of individualized learning plans
- Small class size and school size
- Real world connections and applications to learning
- Multi-age, cross curriculum co-learning experiences
- Strategies and programs to actively engage parents, older adults, and community members in voluntary leadership, learning and mentoring opportunities

e) Non-classroom Instruction

Learning takes place in many settings both in and outside the classroom setting. Following is a list of non-classroom based learning opportunities:

6.3 a. *Non-classroom-based, including (if applicable):*

- i. *Intergenerational Programming:* As part of fulfilling our mission statement, each classroom will have meaningful experiences involving the elderly members of the community. The multigenerational activities may be on or off campus. The activities may include but are not limited to: reading, singing, drama, dancing, oral history, arts & crafts, and conversing.
- ii. *Mentors:* TIS uses reading mentors to share a love of reading with students. The volunteers range from college age to seniors. The mentors volunteer for one to several hours per week. Mentors offer the students the chance to read and share a book, and much needed one on one time, which enhances the socio-emotional well-being of the both the mentor and mentee. Several times per year the mentors are formally thanked for their service which teaches the students kindness and gratefulness.
- iii. *Community Partnerships:* TIS continuously engages and forges new partnerships with a variety of community partners to enhance the students learning experience and to build community relationships. The largest partnership is with Boys and Girls Club, which shares a portion of our space for their after school programming. We also have had a long standing relationship with CWRU Nursing program, as a field school and the nurses teach our students health lessons as a culmination project.
- iv. *Field Trips with academic enhancement component:* Teachers offer age and course appropriate field trips, focused on expanding student knowledge and experience with specific academic content and college and career ready learning opportunities. Some trips our students have participated in include visiting the Natural History, the Federal Reserve, the Western Historical Society, and Lake Farm Park.
- v. *Credit Flex or College Credit Plus:* We reach out to parents of our sixth, seventh and eighth grade students every spring to provide information about the College Credit Plus program. To date, we have had no family pursue this option. Credit Flex is available to eighth grade students who are ready to take high school courses. This has not been utilized, as our students are not typically accelerated enough for this option.
- vi. *Tutoring:* Our intervention time is embedded in the school day.

- vii. *Career:* During Social Studies students spend time on career exploration and the options and requirements for a variety of professions. In grades 7 & 8 a speakers are brought in from community businesses to enhance understanding of specific careers in which students have shown an interest.
- viii. *Learning on contingency days or while a student is suspended/expelled:* Students that are out of school for extended illness/hospitalization are placed on home instruction at the school or mutually agreed upon venue for at least 5 hours per week with an HQT teacher.
- ix. *Other:* Enrichment activities are offered throughout the year in multiage format. ‘Club times’ are for students in Developing Stage and up. Teacher or volunteers select activities that students sign up for and participate in – in the past they have included: chess, stock market, dance, color guard, flag football, reading etc.

Classrooms also participate in House Groups where the whole school gets mixed up into multiage groups where they have morning meeting. This allows students to interact students from multi ages. Likewise classrooms pair up in multiage partners to be reading buddies. Extracurricular activities are also offered throughout the school year and are open to students in Developing Stage and up. These may include Running Club, Chess Club, Coding Club, Cheerleading, and Basketball.

Learning opportunities which are classroom or non-classroom based are always are considered to be instructional and educational activities as defined in the School’s contract and are: 1) Provided by or supervised by a licensed teacher, 2) goal-oriented, and 3) certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. (OAC 3301-101-02).

- f) The governing body does not intend to seek designation for the School as a STEM school under O.R.C. 3326.032.
- g) The governing body of the School has not approved a registered blended learning plan for the School





Student Behavior Strategies

Expectations for Behavior

A primary goal of The Intergenerational School is to nurture children who share and live their learning lives in accordance with the school's values of personal integrity, choice and accountability, celebration of diversity, interpersonal skills, shared and responsible use of resources, honoring the interconnected web of time and life, and work ethic.

The approach to discipline at The Intergenerational School is intended to develop self-control and self-discipline. An effective school requires that each student be accountable for the choices he or she makes about behavior. We believe that it is possible and desirable for each student to learn to make positive choices that are in the best interest of both him- or herself *and* the learning community as a whole. The discipline policy is intended to help students learn to accept responsibility for their choices and actions; it is not intended to be punitive to a child though undesirable natural consequences may follow from a child's poor choices.

Students are entitled to learn and the faculty is entitled to teach in an environment that is free from disruption. All members of the school community are expected to act with consideration for others, and to treat others as they would like to be treated. Any behavior that significantly interferes with an effective and orderly learning environment is considered to be a violation of the discipline code.

The Discipline Policy requires that each student accept these responsibilities and adhere to the policies and procedures presented herein. Furthermore, each student will be held accountable for behavior that is an infraction of this code of conduct. Such accountability includes accepting disciplinary action. Students committing a serious breach of discipline shall be removed from the school setting according to student removal, suspension or expulsion procedures that are in compliance with ORC 3313.66, 3313.661, 3313.662.

All School Behavior Plan

The Intergenerational School has formulated an all-school plan for promoting positive school behavior. There are five school rules, which are implemented consistently throughout all school settings:

1. Use kind words and actions
2. Follow instructions promptly, the first time given
3. Be where you are supposed to be
4. Keep hands, feet, and objects to yourself

5. Raise your hand and wait to be called on

Teachers review and teach these rules at the beginning of the school year. All students are held accountable for these five rules, no matter what their developmental learning stage. Students are encouraged to view these rules as important to their own learning and the learning of everyone at our schools. Students receive positive feedback from teachers based on showing positive behavior which promotes learning and school citizenship.

The staff uses a strength based positive discipline approach that has 3 parts: positive recognition for following rules, minimizing attention to negative behavior, and consistent consequences for breaking a rule. If a student violates a rule, he/she is directed to complete a brief in-class reset in order to regain self-control and return to the learning activity as quickly as possible. There is no consequence attached to a reset as long as it is completed quickly and correctly by the student.

Failing to do the requested reset properly and without further disruption will lead to progressive disciplinary action and will be document in the Jupiter software system:

1. Removal to “buddy room” to reset.
2. Removal to the Cluster Director classroom to reset.
3. Removal to Assistant Principal to reset.
 - Potential parent contact depending on situation.
3. Emergency removal from school for the remainder of the day.
 - Parent will be notified via Jupiter Grades and/or phone call.
 - Parents are to pick up their child within one hour of initial contact.
 - initial contact means that the school has called emergency contacts listed on student file. Messages left on voicemails/answering machines will count as initial contact.
 - If child is not picked up within one hour of initial contact, they will be suspended for the following school day.
 - Child will not return to class once emergency removal has been initiated.

Students who are not completing proper resets during the school day are likely to be missing important instruction time, not complete required class work, and may not make acceptable academic progress.

These progressive steps do not apply to behavior code violations, which are more serious.

The Nurtured Heart Approach

The Intergenerational Schools use something called The Nurtured Heart Approach (NHA) to build a positive school culture. The basic foundation of this approach is focused on relationships, which perfectly aligns with our mission.

This is not a distinct curriculum or a program that is added on. It is a social emotional strategy that includes acknowledging the inherent goodness within each and every student and transforming negative behaviors into positive behaviors while strengthening the relationship between the student and teacher. The NHA was created and developed by Howard Glasser, who has written several popular books including *Transforming the Difficult Child* (with co-author Jennifer Easley).

All staff are trained on implementing this approach. Parents are invited to learn more about it, and how to implement it at home, in one of the school's evening Life Long Learning sessions. Inquire with the Principal for specific dates.

The Three Main Elements of NHA

1. Refusing to energize negativity (no negative leakage)
 - a. This includes the use of a simple 'reset' to allow the student to stop a negative behavior, focus inward, self-regulate and start fresh, without bringing too much attention to it.
 - b. Resets are NOT punishments, but are simply a moment to regroup and come back to interaction and activity in a better way.
2. Super-energizing success
 - a. "There's always something going right," and we need to bring out the best in our students by reflecting back to them their own inherent goodness to build their inner-wealth.
3. Establishing and implementing clear limits and consequences

All three of these must be used together and with equal emphasis. It is not enough to practice one or two of the three without the other(s).

When students are recognized for their success and positive choices they begin to crave even more recognition for doing the right things, creating a positive culture and strong interpersonal connections where every child is valued.

Providing for Individual Differences

Just as we do not expect all children to crawl or walk at a specific age, we do not expect all children to move through these learning stages on the same timetable. Some children may take longer at a particular stage and then move very quickly through the next stage. We give children the time to fully develop the understandings needed to move successfully to the next stage. Similarly, a child who learns very quickly is encouraged to work at the appropriate level regardless of age.

Teachers will discuss with you the stage at which your child is working in the various areas of the curriculum. Keep in mind that this may not be consistent across curriculum areas; it depends on the child's individual strengths. Each student should be making continuous progress in achieving the learning objectives for their current stage of learning development.



Student assessments include work samples, authentic assessment including teacher-developed assessments of The Intergenerational Schools' learning objectives, classroom tests, Ohio State Diagnostic Assessments, Ohio State Achievement Assessments and some standardized tests. Students actively participate in self-assessment as a means to set goals become more self-directed in their learning.

If a child does not make consistent progress, yet the child is putting in the necessary classroom effort, including turning in satisfactory completed homework, and attends school regularly and on time, the school will first evaluate how the teaching approach or the environment can be changed to better meet that individual child's learning needs. If such interventions do not improve the situation, further assessment of the child's learning strengths and needs will be done. Any child who is identified to have special education needs will receive the appropriate services in accordance with all federal and state law.

Intervention and Special Education Plan

The unique developmental curriculum of The Intergenerational School helps meet the individual learning needs of all children whether they learn differently than most others, have a disability or not, or are accelerated or 'gifted.' In this approach the educational environment supports multiple learning styles and students are not relegated to an arbitrary age- and time-based lock-step system. Learning allows for human variations as opposed to taking the form of an industrialized factory where all children are expected to master things at the same rate. The goal is for each child to receive instruction exactly where they are in their learning and move ahead at their own pace, thus eliminating the need for many of the labels that are traditionally used, and often overused, in schools.

Identifying and labeling a student as having a disability is a last step in our intervention and monitoring process. **TIS uses a tiered approach to intervention.** Tier 1 and Tier 2 interventions are utilized in the classrooms based on formative assessment and close monitoring of student progress. The TIS model understands that, just as children do not learn to walk or talk at the same time, learning is also an individual process. Classroom instruction utilized a workshop environment so that each child is working within his/her Zone of Proximal Development as much as possible. Highly differentiated instruction is the norm. When a child is not progressing, that student receives more intensive classroom based instruction, and more time during the school day to learn the needed skills. Tier 3 interventions may include additional one-to-one or small group work through the Title I program, delivered as push-in and/or pull-out intervention.

If Tier 1-3 interventions have been exhausted and the student is still not making adequate progress, the formal evaluation process outlined by ODE and IDEA is implemented. Thus, TIS start with increasingly intensive interventions and close monitoring prior to considering a special education evaluation. **TIS follows IDEA and adopts all procedures and practices (FAPE, confidentiality, procedural safeguards, evaluations, delivery of services, etc.) from the most current Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities.** The *Ohio Operating Standards* identifies the state requirements and federal Part B Individuals with Disabilities Education Improvement Act (IDEA)

requirements that apply to the implementation of special education and related services to students with disabilities

The evaluation process rarely discovers any information about the student that the classroom teacher does not already know in greater detail from daily individualized instruction and assessment. Moreover, even with identification and development of an IEP, the approach to instruction is generally not changed much. Since the pedagogy is based on best practice teaching and individualization, this is still the best way to teach any child, disabled, gifted or typical. Generally additional services and working with the intervention specialist are specified in the IEP as well as classroom learning objectives.

Progress is monitored for special student populations through assessments linked to the developmental stage of each child, and to the student's IEP goals. Students and their families receive written progress reports based on individual IEP goals each trimester. If students are not making progress, or if the IEP team determines that the IEP needs revision before the yearly review, the IEP is amended so that it meets the child's specific needs.

When walking into any TIS classroom, it is rare to see every child working on the same activity or lesson. Each classroom is composed of an average of 17 multi-age students across a several year age span. This makes implementing a true inclusion model seamless. Both non-disabled and special students are working within a developmental and individualized curriculum, and cannot be distinguished from one another in the classroom setting. This also helps to instill tolerance and acceptance into the school culture.

The intervention staffing at TIS depends on the number of students found eligible for Special Education services, and is in keeping with state mandated staffing levels. Intervention specialists work with Special Students in their general education classroom, small groups, and individually, to insure progress is being made on IEP goals. They also work closely with the general education teachers since Special Education students are educated within inclusive classrooms to the full extent possible. Contracted services also include a social worker, speech therapist, school psychologist, school nurse, ESL teacher/tutor and occupational/physical therapists, based on the services specified in the IEP and/or student need.

The Intervention Specialists, along with at least one administrator, maintain close links to ODE's Office for Exceptional Children to ensure access to all the laws, regulations, and compliance information. Classroom teachers and the Intervention Specialist work together in as a formal team to meet the needs of all students. All teachers have access to professional development opportunities to help tailor the curriculum to each child. In the past year, there has been an increased interest in trainings focused on using technology to accommodate various learning styles, including children with special education needs.

Similarly, the developmental curriculum allows gifted students opportunities to move ahead naturally, once they have demonstrated mastery. Children are not confined to a curriculum solely based on grade



level and age. Gifted students can move ahead in any academic discipline and/or dive deeper into any content areas once they have met the benchmark for their stage of learning, without ‘skipping’ a grade into a new class. With an individualized design all student are being met where they are in their learning, and guided to the next logical step in their own educational process.

The majority of TIS students enter as Emerging stage learners (5-6 years old). All students are screened for language proficiency upon enrollment. Those answering any questions positively on the language screening questionnaire are assessed by a qualified ELL service provider, contracted or staff. Subsequently a plan is developed to meet the needs of that individual student. The goal would be to address the curriculum content the child needs to be successful, as well as the need to achieve English proficiency as quickly as possible.

In the event that TIS has homeless students, or students in or entering foster care, enrolled, the school will work to ensure consistency in the child’s life and staff is trained to provide educational supports and other related opportunities available as well as necessary referrals to health care, dental care, and other health and human services. Homeless and foster children will have the same access to an education at TIS as other children and once identified, barriers such as providing proof of residency, required to enroll, will be waived until the family attains a stable residence or the necessary paperwork. The contracted social worker provides training and assistance to staff (teaching and administrative) to support families in crisis (beyond counseling for the child). A team approach is used to ensure students experience the least amount of disruption possible in these crisis situations, and that they feel supported and encouraged to accept any help that can be provided.

Instructional Leadership

Recognizing that the intergenerational learning model is unique and innovative, TIS looks to its educational leadership and experienced teachers (as well as to the retired founder) to provide mentoring and instructional leadership for the teaching staff.

TIS has identified individuals as Cluster Directors, who participate in hiring decisions, mentoring of new teachers, and teacher evaluation. The cluster director is responsible for ensuring that the TIS model and curriculum are consistently and faithfully implemented throughout each classroom of the cluster. Clusters meet regularly to ensure collaboration among faculty.

Individuals who are both interested in and demonstrate the qualities to move into leadership roles work with school and model leadership to proactively design a program for leadership development.

Calendar and Schedule

School is scheduled to be in session a minimum of 163 days. The instructional day is from 8:00 to 3:00, providing 6.5 hours daily of instruction time (½ hour for lunch). This totals 1059.5 hours of instruction which is more than the 920 hours required for Ohio community schools. This may be reduced in the event that the school is closed for weather or other emergency situations. However the number of hours of instruction will never be less than the 920 required for Ohio community schools.

In addition, up to 6 weeks of additional intervention may be offered to students in need of extra assistance: 1 week in October during fall break, 1 week in March during spring break, and 3 to 4 weeks during summer. Approximately 20-30 students are offered this intervention. These hours are not counted in the 1059.5 figure. This intervention is based on the availability of Title I funding.

A sample daily class schedule for all classes is shown as Attachment 7B. The time spent in each core subject area varies with the cluster as follows:

	Math	Literacy	Soc. Studies	Science	PE/Art.Music/Spanish
Primary	1.5hrs/day	3.0 hrs/day	N/A*	1.875 hrs/week	1.5hrs/day
Dev/Ref	1.5hrs/day	1.5 hrs/day	1.5 hrs/day	1.875 hrs/week	1.5hrs/day
Applying	1.5hrs/day	3.0 hrs/day	N/A *	1.13 hrs/day	1.5hrs/day

*For Primary and Applying Stage cluster, social studies concepts are integrated in literacy instruction. The amount of time spent in each of PE, Art, Music or other “specials” may vary from year to year but the total time will be 1.5 hours daily for all classes.

All classrooms hold Morning Meeting from 8-8:30 daily. This is part of the character education and community building activity of the classroom and, as such, is a core classroom instructional activity. While the activities included (morning message, sharing) involve ELA (through reading and speaking), this time is not specifically included in the literacy hours listed in the chart.

Curriculum

The Intergenerational School utilizes the developmental curriculum that was designed by the founders. This curriculum has a 16-year track record of implementation at TIS.



Just as the school, the students and the staff are works in progress, so is the curriculum. It is a “living document” and will continue to be reviewed, revised, and improved over time.

Less than a “how to” manual, the curriculum is intended to be an empowering tool for teachers. It sets forth the broad strokes of the philosophy, pedagogy and learning and goals and objectives of the school for this information. It is left to the teaching professionals to create the details of lesson planning that makes each classroom both consistent with the curriculum and school model, and a unique example of the curriculum being implemented. Differentiation of instruction is a core expectation for all Intergenerational School teachers. The curriculum describes the desired endpoints or educational outcomes expected of each student for each content area and stage of learning. It is the responsibility of the teacher, as a professional, to design whole class, small group, and individual instruction that enables each student to make sustained and continual progress toward achieving end of stage benchmarks.

TIS adopts the Ohio Academic Content Standards (Common Core Standards in English Language Arts and Mathematics) and model curriculum the basis for the school curriculum. While striving to achieve the same end points, the strands, topics and standards are organized into the 5 developmental stages of learning. All instruction in literacy (reading, writing and speaking), social studies, and science is delivered in the multi-age cluster classrooms. A class size of 16 to 18 (at the older ages) along with a looping model wherein a student generally stays with the same teacher for 2-3 years means that each teacher has intimate and thorough knowledge of each student’s learning, and can plan instruction specifically targeted to the needs of that student. Math instruction is leveled (more similar to grade levels) and each student attends an assigned math class based on math level. Usually this matches the assigned grade equivalent, but not always. All Junior and Senior cluster math classes are held at the same time, as are all Primary cluster math classes to ensure that each student may be placed in the correct math level.

For each core subject, the instructional guide includes the following sections:

- Rationale and background information
- Elements of instruction
- Relationship to other curricular areas
- Meeting individual needs
- References and resources
- Optional: Non-negotiables

ELA and Social Studies are taught by the classroom teacher in an integrated manner. Social studies concepts are often incorporated in literacy through the books that are read and discussed, as well as in the dynamic intergenerational programs. Students read about and write about social studies often. Each classroom teacher also teaches one math class, in the Primary and Junior Clusters. At Senior Cluster, a middle school organization model is used with student rotating to classes for content-specific

instruction. At all levels, reading and writing instruction is integrated across all curriculum areas including art, music and PE.

Science instruction takes a hands-on approach and integrates technology often. Classroom teachers are free to supplement this instruction; Primary cluster teachers especially incorporate science topics into literacy instruction, especially non-fiction reading and writing.

Special classes teachers (PE, Art, Music, and Spanish) are expected to plan instruction based on their own interests and expertise and in alignment with content standards in those fields. In addition, special classes teachers are encouraged to collaborate with classroom teachers in order to broaden and deepen the learning in the core subjects. Special teachers are given broad leeway in instructional planning.

Instructional Materials

Teachers are given broad latitude to select materials that will enable them to meet their students' individual learning needs. However, the following materials are incorporated with supplementation at the teacher's discretion:

Reading

Fountas and Pinnell Guided Reading Program, Lucy Calkins Workshop Approach to Reading, Jennifer Serravallo , The Reading Strategies Book supplemented by a large selection of leveled trade books in school and classroom at all the guided reading levels

Writing

Writing Workshop, Mentor text writing using trade books

Math

Bridges to Mathematics program (Math Learning Center), Primary
Eureka. Engage NY Math Curriculum for Grades 3 – 8
Khan Academy online Math program

Science and Social Studies

Trade and non-fiction books based on topics of study

In all areas, teachers are encouraged to use the myriad of resources available through the Ohio Department of Education website as this is a comprehensive source of lesson plans and other resources.

Assessments and Testing

The following assessment instruments are used to evaluate progress:

Emerging Stage:

- Upper and Lower Case Letters
- Concept of Print Reading and Writing
- Concept of Word
- Writing Portfolio
- K Readiness Assessment
- Guided Reading Level
- Math Comprehensive Assessment [Bridges Comprehensive Assessment]

Beginning Stage:

- Concept of Print Reading
- Dolch Sight Words
- Reading Fluency
- Guided Reading Level
- Math Comprehensive Assessment [Bridges Comprehensive Assessment]
- Ohio Diagnostics Assessments: Reading, Writing, and Math
- NWEA MAP Assessment: Reading and Math
- Writing Portfolio

Developing Stage:

- Reading Fluency
- Guided Reading Level
- Ohio Diagnostic Assessments: Reading, Writing
- NWEA MAP: Reading and Math
- Khan Academy
- Math Comprehensive [Bridges Comprehensive Assessment]
- Writing Portfolio
- Ohio State Test: ELA, Math, and Social Studies (GLE 4)
- National Assessment of Educational Practice NAEP (Grade 4: ELA and Math)

Refining Stage:

- Guided Reading Level
- NWEA MAP: Reading, Math, Science (GLE 5)
- Khan Academy
- Writing Portfolio
- Ohio State Test: ELA, Math, Science (GLE 5), Social Studies (GLE6)

Applying Stage:

- Guided Reading Level
- NWEA MAP: Reading, Math, Science (GLE 8)

- Khan Academy
- Writing Portfolio
- Ohio State Test: ELA, Math, Science (GLE 8)
 - National Assessment of Educational Practice NAEP (Grade 8: ELA and Math)

Diagnostic Assessments

Diagnostic Assessments are assessments aligned with the Ohio academic content standards and model curriculum designed to measure student comprehension of academic content and mastery of related skills for relevant subject areas. Diagnostic assessments shall be administered by the School at least once annually for kindergarten through second grade in reading, writing, and mathematics, and for grade three in reading and writing to the following students:

- Any Student who transfers to the School if his/her former school did not administer each applicable diagnostic assessment to the Student in the current school year (must be administered within thirty (30) days from the date of transfer).
- Previously home-schooled Students enrolling at the School will be given a diagnostic assessment in order to determine their appropriate grade level placement.
- Each kindergarten student will complete the Kindergarten Readiness Assessment. The school will administer the Readiness Assessment not earlier than the four weeks before the start of the school year and not after November 1.
- As required pursuant to the Third Grade Reading Guarantee.

After the administration of any diagnostic assessment and upon a Parent's request, the School shall provide a Student's completed diagnostic assessment, the results of such assessment, and any other accompanying documents used during the administration of the assessment to the Student's Parent.

State Mandated Assessments:

The Intergenerational Schools recognize the need to prepare students to be successful standardized test takers. Starting at the 3rd grade level equivalent year, Ohio State Tests are administered in accordance with Ohio state law. These scores become a part of the students' permanent record.

All of our schools are required to and will administer all state-mandated tests at the time and in the manner prescribed by law.

Evidence of Effectiveness

The evidence that the intergenerational learning model is an effective design for achieving a high level of student achievement is demonstrated by the TIS state report cards since it became eligible for ratings. TIS received only "Excellent with Distinction," "Excellent" & one "Effective" ratings on their Ohio State Report Cards during the use of that system in Ohio. Of the over 300 charter schools in Ohio, TIS is



the ONLY K-8 charter school to have received 8 "Excellent" or better ratings. The Intergenerational School continued its remarkable achievements under the new state report card for 2012-2013, receiving grades of A in value-add and gap closing and a B in achievement. Although ratings have slipped in recent years (as have most schools in the state due to new and more rigorous tests), in 15-16 TIS was found to be one of the top 20 public charter/district schools with similar enrollments in the City of Cleveland.

The challenge of three different types of statewide assessments over the last three years has been just as challenging for the TIS community as it has been for other schools across the state. The TIS team is looking forward to the state continuing with the AIR assessments into the future. With the results of the 2015-16 assessment, TIS has seen a decrease in its overall academic achievement results. The administration and teaching staff are working to determine how to make the needed changes within our curriculum and school environment in order to support our teachers and students work and learn to their greatest potential.

ATTACHMENT 6.5
RACIAL AND ETHNIC BALANCE

1. Plan to achieve and continue racial and ethnic balance

Efforts to Increase Diversity/Reflect Surrounding Neighborhood

The Intergenerational School will:

- Pass out flyers in area child care centers, local libraries, and recreation centers
- Concerted efforts to hire highly qualified staff with diverse backgrounds
- Provide educational opportunities for the students that promote exposure to a diverse population in the Cleveland community
- Introduced Spanish as a second language class for all students

ATTACHMENT 6.7
STUDENT DISCIPLINE AND DISMISSAL POLICIES

1. Policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things:
 - a. Types of misconduct for which a student may be suspended, expelled, or removed, and
 - b. Due process related to these forms of discipline
2. Policy for the discipline, suspension, and expulsion of disabled students
3. Policy for Positive Behavioral Interventions and Supports/Restraints and Seclusion

The Nurtured Heart Approach

The Intergenerational Schools use something called **The Nurtured Heart Approach (NHA)** to build a positive school culture. The basic foundation of this approach is focused on relationships, which perfectly aligns with our mission.

This is not a distinct curriculum or a program that is added on. It is a social emotional strategy that includes acknowledging the inherent goodness within each and every student and transforming negative behaviors into positive behaviors while strengthening the relationship between the student and teacher. The NHA was created and developed by Howard Glasser, who has written several popular books including *Transforming the Difficult Child* (with co-author Jennifer Easley).

All staff are trained on implementing this approach. Parents are invited to learn more about it, and how to implement it at home, in one of the school's evening Life Long Learning sessions. Inquire with the Principal for specific dates.

The Three Main Elements of NHA

1. Refusing to energize negativity (no negative leakage)
 - a. This includes the use of a simple 'reset' to allow the student to stop a negative behavior, focus inward, self-regulate and start fresh, without bringing too much attention to it.
 - b. Resets are NOT punishments, but are simply a moment to regroup and come back to interaction and activity in a better way.
2. Super-energizing success
 - a. "There's always something going right," and we need to bring out the best in our students by reflecting back to them their own inherent goodness to build their inner-wealth.
3. Establishing and implementing clear limits and consequences

All three of these must be used together and with equal emphasis. It is not enough to practice one or two of the three without the other(s).

When students are recognized for their success and positive choices they begin to crave even more recognition for doing the right things, creating a positive culture and strong interpersonal connections where every child is valued.



The Board of Directors of The Intergenerational School does not condone or permit the use of corporal punishment under any circumstances. The Board expects all members of the school community to treat each other with dignity and respect in accordance with the values of the school.

Expectations for Behavior

A primary goal of The Intergenerational School is to nurture children who share and live their learning lives in accordance with the school's values of personal integrity, choice and accountability, celebration of diversity, interpersonal skills, shared and responsible use of resources, honoring the interconnected web of time and life, and work ethic.

The approach to discipline at The Intergenerational School is intended to develop self-control and self-discipline. An effective school requires that each student be accountable for the choices he or she makes about behavior. We believe that it is possible and desirable for each student to learn to make positive choices that are in the best interest of both him- or herself *and* the learning community as a whole. **The discipline policy is intended to help students learn to accept responsibility for their choices and actions; it is not intended to be punitive to a child though undesirable natural consequences may follow from a child's poor choices.**

Students are entitled to learn and the faculty is entitled to teach in an environment that is free from disruption. All members of the school community are expected to act with consideration for others, and to treat others as they would like to be treated. **Any behavior that significantly interferes with an effective and orderly learning environment is considered to be a violation of the discipline code.**

The Discipline Policy requires that each student accept these responsibilities and adhere to the policies and procedures presented herein. Furthermore, each student will be held accountable for behavior that is an infraction of this code of conduct. Such accountability includes accepting disciplinary action. Students committing a serious breach of discipline shall be removed from the school setting according to student removal, suspension or expulsion procedures that are in compliance with ORC 3313.66, 3313.661, 3313.662.

Violations of the Behavior Code

Conduct that violates this code may result in the imposition of a disciplinary suspension or expulsion. In the event of behavior that is a violation of law (such as drug or weapon possession), The Intergenerational School will also notify the appropriate authorities, including police and or child protective services. This code (including infraction numbers) is based on infractions identified in state law and reportable to the Ohio Department of Education.

Different code violations are of different levels of severity, and result in differentiated levels of consequence rating from suspension to immediate expulsion.

Due to FERPA privacy laws, we may only discuss matters pertaining to your child and may not discuss the behavior and/or academics of any other child(ren).

LEVEL:	EXPLANATION:
ONE	May result in emergency removal. May result in suspension if persistent (3 to 5 instances depending on the stage of the student).
TWO	May result in one or more days of suspension. Suspension may be imposed upon the first violation. Persistent violations may lead to expulsion.
THREE	Reported to appropriate authorities if persistent.
FOUR	Immediate referral for expulsion, no warning given.

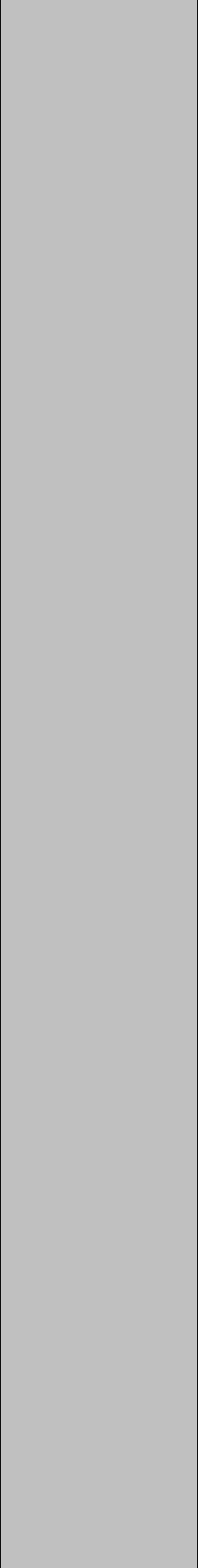
****See entire behavior code on the following pages.****

Policy (#)	Description	Infraction Level
Truancy (01)	An unexcused absence from school. Students may not be absent from school without school authorization and parental consent.	3
Fighting/Violence (03)	Mutual participation in an incident involving physical violence. Students shall demonstrate physical self-control and appropriate physical conduct at all times. Pushing, hitting, kicking or any physical contact is prohibited regardless of the instigator of the incident.	2
Vandalism/Damage to School or Personal Property (04)	Vandalism is the willful destruction and or defacement of school or personal property. Students shall properly use and care for all school property. Students shall respect all private property of other students and staff. No students shall cause or attempt to cause damage to school or private property on school grounds, or while engaged in any school activity.	2
Theft/Stealing Personal or School Property (05)	Theft is the unlawful taking of property belonging to another person. No student shall steal or otherwise engage in the unauthorized removal of school or private property on school grounds, or while engaged in any school activity. Students may not go into other people's cubbies/backpacks/bags/lunchboxes; even if the other student gives permission.	2
Weapons Related Violations (06, 07, 08) 06 Use, Possession, Sale or Distribution of a Firearm. ORC 2923.11 A firearm is defined as any deadly weapon capable of expelling or propelling one or more projectiles by the action of an explosive or combustible propellant. Firearm includes an unloaded firearm and any firearm that is inoperable but can be rendered operational. A knife is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device	<p>The safety of all students, staff, volunteers, and visitors is paramount. No weapon of any sort (firearm, lighter, knife, explosive, or any other device that could be used in a way as to inflict physical/mental harm or property damage) may be on school grounds, taken on any school activity or on a school vehicle. If a student brings or is in possession of any firearm, knife, or other dangerous or destructive device on school grounds, at any school activity, or on a school vehicle, the Assistant Principal/Principal shall expel the student for a period of one calendar year. The Assistant Principal/Principal, with concurrence of the Board of Directors, may reduce this requirement on a case-by-case basis in accordance with State Law. The School is required by Federal Law to report any such incidents to the criminal justice or juvenile delinquency systems, and may also report to local child protective services.</p> <p>In compliance with state and federal laws, that requires the expulsion for not less than one year of any student who is determined to have brought a firearm to school or to have possessed a firearm at school. (20 USC 7151[b][1]; EC 48915[c][1])</p>	4

(including sharp, metal martial arts weapons such as ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury

07 Use, Possession, Sale or Distribution of a Dangerous Weapon Other than a Firearm Or Explosive, Incendiary or Poison Gas.

08 Use, Possession, Sale or Distribution of Any Explosive, Incendiary or Poison Gas. The safety of all students, staff, volunteers, and visitors is paramount. No weapon of any sort (firearm, knife, explosive, or any other device that could be used in a way as to inflict physical/mental harm or property damage) may be on school grounds, taken on any school activity or on a school vehicle. If a student brings or is in possession of any firearm, knife, or other dangerous or destructive device on school grounds, at any school activity, or on a school vehicle, the Assistant Principal/Principal shall expel the student for a period of one calendar year. The Assistant Principal/Principal, with concurrence of the Board of Directors, may reduce this requirement on a case-by-case basis



<p>in accordance with State Law. The School is required by Federal Law to report any such incidents to the criminal justice or juvenile delinquency systems, and may also report to local child protective services.</p> <p>In compliance with state and federal laws, that requires the expulsion for not less than one year of any student who is determined to have brought a firearm to school or to have possessed a firearm at school. (20 USC 7151[b][1]; EC 48915[c][1])</p>		
<p>Narcotics, Alcoholic Beverages, and Stimulant Drugs (09, 10, 11)</p> <p>09 Use, Possession, Sale or Distribution of Tobacco Products. This includes smokeless tobacco, electronic vapor or any other substitute forms of cigarettes.</p> <p>10 Use, Possession, Sale or Distribution of Intoxicating Alcoholic Beverages.</p> <p>11 Use, Possession , Sale or Distribution of Drugs Other than Tobacco or Alcohol.</p>	<p>No drugs of any sort, including alcohol, may be possessed or used by any student at any time on school grounds, at any school activity, or on a school vehicle. Use of drugs authorized by a medical prescription from a licensed physician shall not be considered a violation of this rule (see Medication Policy).</p>	<p>3</p>

False Alarms/Bomb Threat (14)	<p>False Fire Alarm pulls ties up city emergency resources as well as incurs an expense of money and time. Additionally, they are a disruption to school instruction. Any student who knowingly and deliberately pulls a fire alarm when no emergency exits can be suspended for up to 5 days. Student will be responsible for any costs accrued.</p> <p>Students may not threaten (verbally, written, or electronically) to bomb or use other substances or devices for the purpose of exploding, burning, causing damage to the school building or school property, or to harm students or staff.</p>	Fire Alarm – 2 Bomb Threat – 4
Disobedient/Disruptive Behavior (18)	Students are expected to submit to authority, including following school rules. Refusal to respond to a reasonable request or any act that disrupts the orderly conduct of a school function is considered disruptive.	See individual violation for level.
	A.) Dress code: Students shall abide by the uniform policy as described in this handbook.	1
	B.) Bus Code: Students are expected to behave in a safe and respectful manner on school transportation at all times.	1
	D.) Trespass: Students shall be on school property only during school hours unless attending a school event to which he/she has been invited. A student under suspension, expulsion, or emergency removal shall not enter upon the grounds or premises of the school without the express permission of the Assistant Principal, Principal, or Chief Educator. In addition, any student found in any public space that is not designated TIS space on St. Luke’s property will be suspended.	2
	E.) Failure to Comply with Directives: Students will comply with directives, instructions and/or discipline from teachers, administrators, or any other school staff. In addition, students will speak respectfully to volunteers and visitors at all times. Students will comply with all school rules. It is the parent’s responsibility to ensure that their child is aware of and understands the school rules and the expectation to comply.	2
	F.) Disruption of School: Students shall at all times behave in a way that promotes the orderly and safe operation of teaching and learning at school. Any act, physical, verbal, or written, that disrupts this process or that encourages others to engage	2

	in disruption is prohibited. This includes but is not limited to: spreading gossip/rumors about others, continuously or intentionally making noise or acting in a manner so as to interfere with a teacher's ability to conduct a class or other activity.	
	H.) Inappropriate Use of Technology (See Technology and Internet Use Policy)	2
	I.) Lying: No student may lie to a teacher or staff member. Students are taught to accept consequences for their choices. Lying will always make a situation worse.	2
	J.) Cheating: No student may cheat or allow others to cheat from them. Any student caught cheating by giving or receiving answers on a quiz/test/assessment, etc. may be suspended for up to five days. If caught a second time the student will be referred to the Discipline Review committee for possible expulsion.	2
	K.) Plagiarism: plagiarism is another form of cheating. No student shall pass off another person's words, thoughts, or ideas as their own. Like cheating, plagiarism may result in a five day suspension and or possible expulsion.	2
	L.) Physical Conduct: Students shall demonstrate appropriate physical conduct at all times. Improper or threatening, gestures, pushing, hitting, throwing objects, or physical actions of any sort are prohibited.	2
	M.) Verbal and Written Conduct: Students shall demonstrate verbal and written self-control (audible, mouthed, drawn, written) at all times. Name-calling or any improper/hurtful language or gestures, profane or threatening is prohibited.	2
	N.) Leaving School Property: TIS students are at all times to stay within school areas. Students are at no time to be in other public areas of St. Luke's Campus, including using elevators or staircases other than those designated for TIS use, without explicit teacher permission and knowledge or accompanied by a parent or designated responsible adult.	2
	O.) Failure to Report: Any student that becomes aware of a situation that poses or could pose a danger to any student or staff member shall report this immediately [within 24 hours of the incident] to a staff member. This includes	2

	knowledge of persistent or severe bullying or a weapon or drug violation.	
	P.) False Report of Bullying, Intimidation, or Harassment. The accusation of bullying is serious. Any student making false accusations may be suspended. (ORC3313.666)	2
Harassment and Intimidation (19)	No student shall repeatedly annoy or attack using physical, verbal (audible or mouthed), written/drawn or electronic action that creates fear of harm, an intimidating or hostile education or work environment, without displaying a weapon and without subjecting the victim to actual physical attack (i.e. bullying, hazing, threat of harm). This applies to actions directed towards faculty and/or staff as well as towards other students.	3
Firearm Look-A-Likes (20)	Students may not bring any item that resembles a firearm but does not have the explosive characteristics of a firearm but may use a spring loaded device or air pressure to propel an object or substance. (i.e. toy guns, cap guns, BB guns, pellet guns, paper guns, finger guns).	2
Sexual Conduct (21)	Students are to treat each other respectfully at all times. No language (written or oral) or physical gestures (audible or not) may be used to promote or depict anything sexual in nature. Actions that create an intimidating, hostile, or offensive school environment (i.e. pinching, holding hands, stroking, arms around shoulders, kissing, slapping, grabbing, suggestive comments, gestures or jokes or pressure to engage in sexual activity) is forbidden. Also, other physical or verbal conduct or communication of a sexual nature, including gender-based harassment.	2
Serious Bodily Injury (22)	Students shall not engage in an incident that results or has the potential to result in serious bodily injury to oneself or others. (18 U.S.C. §1365 (3) (h)).	2

Behavior code violations 06 through 11, 14 (Bomb Threat), and 22 will result in immediate referral for expulsion. No warning given.

Behavior violations 03, 04, 05, 14 (False Alarm), 18 (d through p), 19, 20, and 21 may result in one or more days of suspension. A suspension maybe imposed upon the first violation. Persistent violations may lead to expulsion.

Behavior violations 18 (a, b, c) may result in suspension if persistent.

Behavior violation 01 will be reported to the appropriate authorities if persistent.

Searches

If any staff believes that a behavior code violation has occurred, the students' backpacks or lockers may be searched as a safety precaution. If any prohibited item is found, the individual responsible for bringing the item to school is subject to discipline.



Student Removal from School: Policies and Procedures

If, despite the all-school behavior plan, a student's behavior causes a disruption of teaching and learning (and does not fall under the category for immediate suspension), the student will be removed from the classroom temporarily (called Disciplinary Removal). This removal will be of the shortest duration possible, and only until a positive behavior choice is made (usually just completing a 'reset'). If this step does not quickly bring about a change in behavior, the child's parent or guardian will be contacted so that the child may be removed from the school (called Emergency Removal) until the following day.

If a child is able to reset and return to his/her classroom after a Disciplinary Removal, any further behaviors that disrupt the learning of others during that day will result in Emergency Removal from school for the remainder of the day. This constitutes a dismissal from school. If a parent cannot be reached, the school staff will proceed to call those listed as emergency contacts for the child.

The Intergenerational School is committed to providing individualized support to meet the needs of each student, academically and behaviorally. A variety of programmatic resources may be utilized to enable a student to learn to comply with the discipline code. Since effective discipline is most effective when the teacher, parent, and student all work together, each of those participants will be actively involved in the development of intervention strategies.

The Intergenerational School will comply with all aspects of the Individuals with Disabilities Education Act to ensure that disciplinary procedures are appropriately followed with respect to disciplining disabled students enrolled in the school.

The following procedures have been adopted in accordance with the Ohio Revised Code. Please contact the Assistant Principal for further clarification.

Disciplinary Removal

Definition: removal of a student from class for an intervention or personal reflection.

A student may be removed from the classroom and/or other school activity [Field Trips, IG Visits, etc.] if the student engages in conduct that interferes with or disrupts the class, or for a violation of school rules.

Emergency Removal

Definition: removal of a student from school for demonstrating ongoing disruption to teaching and learning and/or creating an unsafe learning environment. Emergency Removal will not exceed 24 hours.

Emergency Removal is used if Disciplinary Removal has already been used that day or, if in the judgment of the Assistant Principal/Principal, the behavior violation is too serious for return to the classroom.

When student behavior poses a continuing danger to others, school property, or interrupts the academic process, the Assistant Principal/Principal may remove a student from school activities/events without complying with the notice and hearing requirements cited below.

If a student is removed on an emergency basis and is subject to suspension, written notice of the reason(s) for the removal and written notice regarding the removal will be provided to the parent/guardian via Jupiter and/or in writing within one business day of the incident.

It is the parent/guardian's responsibility to pick up the child from school within one hour of attempted communication. Emergency removal occurs when the student's behavior is sufficiently serious or disruptive to warrant suspension. However, removal for the remainder of the school day is intended to minimize the amount of lost learning time (as opposed to a full day suspension). If a parent hasn't arrived within one hour of attempted contact or refuses to pick up a child for an Emergency removal, suspension will be used instead.

Students who were removed on an emergency basis are not allowed to remain at the school and be dismissed to an After Care provider.

Suspension

Definition: denial of permission to attend school or any school activity to any student for a period of at least 1 school day but not more than 10 school days due to a serious and/or



ongoing violation of the discipline code. If at the time a suspension is imposed there are fewer than 10 school days remaining in the school year, the term of the suspension shall be for no more than the remaining days of the school year.

Within 48 hours of a violation of the behavior code occurring, the parent/guardian shall be given written notice of the suspension and the reasons for such action by the Assistant Principal. The notice shall specify the reasons for the suspension and the duration. It also shall include notification of the right of the parent/guardian to appeal the suspension to the Discipline Review Committee and to the Board of Directors or its designee within 7 calendar days.

The student, accompanied by the parent/guardian, will be given the opportunity to discuss the reasons for the possible suspension or to otherwise explain his/her actions.

The number of days a student is suspended will increase with each offense under the same category. If a student accumulates 10 days of suspension for the same Behavior Code Violation they may be referred to The Discipline Review committee for possible expulsion.

On the first day that a student is permitted to return to school, the student and parent/guardian must attend a meeting with the Assistant Principal before the student can attend class unless the incident has already been discussed in person or via phone. The parent will receive notice via Jupiter alerting them of the suspension and the time for the meeting to take place. It is usually at 8:00am on the first day allowed back at school. If a parent needs to change the time of the meeting they must call the assistant principal or the main office to make arrangements for another mutually agreeable meeting time within the first 48 hours.

Students may be required to complete a Restorative Justice reflection while on suspension. The purpose of this reflection is to allow students to move forward by taking responsibility for their actions and by making things right with those who were affected by their choices. This reflection will be reviewed and modified if necessary. Students will be held accountable to their commitments made in the Restorative Justice reflection.

If a suspension falls on a weather-related or emergency closing day (calamity day), the suspension day will be served on the first day the school reopens.

This procedure shall not and need not be followed in cases of disciplinary removal, where the student is removed for a period of less than 24 hours and is not subject to suspension.

Expulsion

Definition: Denial of permission to attend school or take part in any school activity for a period exceeding 10 school days. This will result in the accumulation of unexcused absences effective the date of expulsion. (See Unexcused Absences)

Prior to any expulsion, Assistant Principal shall give the parent/guardian of the student written notice of the intention to expel and shall provide the student, accompanied by the parent/guardian, an opportunity to appear in person before the Discipline Review Committee, and discuss the reasons for the intended expulsion or otherwise explain the student's actions.

The Discipline Review Committee will consist of the Chief Educator, Executive Director, Principal, one Teacher (other than the student's classroom teacher), and one Board Member.

The notice shall include the reasons for the intended expulsion, notification of the right of the parent/guardian or their representative to appear before The Discipline Review Committee, or designee to hear and to challenge the reasons for the intended expulsion or otherwise explain the student's actions, and notification of the time and place to appear. The time to appear shall not be earlier than 3 nor later than 5 school days after the notice is given unless the Principal grants an extension of time at the request of the parent/guardian. Such extensions shall not exceed 5 school days. If an extension of time is granted, the Principal shall notify the parent/guardian or representative of the new time and place to appear.

Within no more than two business days after the hearing, the Principal shall send written notice of the Committee's decision regarding expulsion to the parent/guardian and to the Chairman of the Board of Directors. The notice shall specify the reasons for the expulsion and the duration. It also shall include notification of the right of the parent/guardian to appeal the suspension to The Board of Directors within 7 calendar days.

Disabled Students

The Intergenerational School will comply with all aspects of the Individuals with Disabilities Education Act to ensure that disciplinary procedures are appropriately followed with respect to disciplining handicapped students attending the school.

Appeals



As stated above, a parent/guardian may appeal the student's suspension or expulsion. Notice of such appeal shall be filed, in writing, with the Discipline Review Committee (for suspensions), or The Chairman of the Board of Directors (for expulsions) within 7 calendar days of the suspension or expulsion. After the Committee or Chairman has received a written appeal, a hearing shall be held within 5 school days. The student and his/her parent or guardian may be represented in the appeal.

If an appeal is taken before the Board of Directors or its designee, such appeal may, upon the request of the student's parent, guardian, or attorney be heard in executive session. The Board or its designee, however, shall act upon a suspension or expulsion only at a public meeting.

The Board, by a majority vote of its full membership, or by the action of its designee, may affirm the suspension or expulsion or may reinstate the affected student or may otherwise reverse, vacate or modify the order of suspension or expulsion.

A verbatim record shall be kept of all hearings under this section.

The decision of the Board or its designee may be appealed under Chapter 2506 of the Ohio Revised Code.



Unexcused Absences and Tardiness

Under ORC 3313.609: any student who has missed 10% of the school year due to unexcused absences will be retained in the current grade level equivalent unless all academic indicators are on track.

Per ORC 3321.191 (f): No student will be suspended, expelled, or otherwise prevented from attending school for excessive absences as prescribed by section 3313.668 of the Revised Code.

In matters relating to the disciplining of disabled students, the Board shall abide by Federal and State laws regarding suspension and expulsion. The Principal will follow the guidelines below and ensure they are properly used when disciplining any student with a disability.

Removals of Not More Than 10 Days – The 10-Day Rule

The School may unilaterally remove a student with a disability who violates a code of student conduct from the student's current placement for not more than 10 school days. This option may be used only if the disciplinary action is consistent with actions taken against nondisabled students. The School may place students removed under the 10-day rule in an appropriate interim alternative educational setting (“IAES”) if applicable (see below), another setting, or suspend them. Removals under the 10-day rule are not considered a “change of placement” and the School is not obligated to provide services to students during those removals. The School can use the 10-day rule to remove a student for either a single removal of 10 consecutive school days; or a series of shorter-term removals over the course of the school year that are more than 10 consecutive school days during that school year, so long as those removals do not constitute a pattern of removals (and therefore, a change of placement). When a removal is not a change of placement, an IEP meeting is not required. However, if one or more IEP team members believe that modifications are needed to the Student’s behavior plan, the team shall meet to modify the plan and its implementation to the extent the team determines necessary.

Removals of More than 10 Days – Change of Placement

A change of placement occurs if a removal is for more than 10 consecutive school days; or if a student is subjected to a series of removals which accumulate to over 10 school days, that constitute a pattern. If a change of placement occurs (after a MDR (see below)), then the School must notify the parents or guardians of that decision. This notice must inform the parents or guardians of all the procedural safeguards accorded under the law. These safeguards include a manifestation determination review, a right to receive services, and a continuation of services for a free appropriate public education. The School must provide services that:

- enable the student to continue to participate in the general education curriculum (although in another setting); and
- enable the student to progress toward meeting the goals set out in the student’s IEP.

Manifestation Determination Review (“MDR”)

The School will conduct a MDR to examine a student's behavior before imposing disciplinary consequences that would amount to a change of placement. The purpose of the MDR is to determine whether a student's disability caused, influenced or otherwise impacted the student's behavior in question. To make this determination, the student’s IEP team is required to review certain information and determine whether the behavior causing the disciplinary infraction is or is not a manifestation of the student's disability.

The MDR is not required for disciplinary removals that do not constitute a change of placement, that is, less than 10 school days per incident or a series of removals accumulating to more than 10 school days in one school year that do not constitute a pattern.

No later than the date on which the decision to take a disciplinary action which may be a change of placement is made, the School must notify the parents or guardians of that decision and of all procedural safeguards, including the MDR. The School and the parents or guardians must determine which members of the IEP team are relevant to conduct the manifestation determination. The team will review all relevant information in the student's file to determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or was the direct result of the School's failure to implement the IEP. If the team determines that either condition is applicable for the student, it must determine that the conduct is a manifestation of the student's disability.

Manifestation – If the team determines that the behavior was a manifestation of the student's disability, the full IEP team must meet the following requirements:

- conduct a functional behavior assessment and implement a behavior intervention plan for the student, unless the School conducted a functional behavior assessment prior to the manifestation determination;
- if the IEP team already developed a behavior intervention plan, it must review and modify the plan as necessary to address the behavior; and
- return the student to the placement from which he or she was removed, 45-day rule exception applies.

No Manifestation – If the team determines that the behavior was NOT a manifestation of the disability, the School may discipline the student using the relevant disciplinary procedures applicable to students without disabilities in the same manner and for the same duration, continuing to provide services to students with disabilities.

If a student's behavior was not a manifestation of the disability, the School will still take steps to attend to the student's behavior. The student must receive, as appropriate, a functional behavior assessment, behavioral intervention services and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

Exceptions to the MDR Requirement – The Unilateral Change in Placement and 45-Day Rule

School personnel may remove a student to an IAES for up to 45 school days, without a prior MDR or IEP meeting, when a student:

- carries or possesses a weapon (a device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that the term does not include a pocket knife with a blade of less than 2 1/2 inches in length);
- knowingly possesses or uses illegal drugs (a controlled substance not legally possessed or used under the supervision of a licensed health care professional, or legally possessed or used under any other authority under the Controlled Substances Act (21 U.S.C. §812) or under any other provision of federal law), or sells or solicits the sale of a controlled substance (a drug or other substance identified under Schedule I, II, III, IV or V in the Controlled Substances Act); or
- has inflicted serious bodily injury on another person (a cut, abrasion, bruise, burn or disfigurement, physical pain, illness, impairment of the function of a bodily member, organ or mental faculty, or any other injury, no matter how temporary).

This authority can be exercised if a student commits any of the offenses described above at the School, on the School premises or at a School function.

The IEP team will meet subsequent to the unilateral placement in an IAES, and must determine what the permanent setting will be, take steps to modify the student's IEP, as appropriate, provide appropriate behavioral intervention services and modifications designed to address the behavior violation so that it does not recur, and continue to provide the student with educational services to enable him or her to participate in the general education curriculum and to progress toward IEP goals.

The School must still do a MDR, but it can occur after the removal to the 45-day setting. If the conduct is a manifestation of the student's disability, the School must still meet all of the requirements outlined above for the MDR, with the additional exception that the student stay in the alternative placement for 45 school days, regardless of the outcome of the manifestation.

Due Process Complaint

Parents or guardians who disagree with any decision regarding placement or the outcome of an MDR may appeal the decision through the filing of a due process complaint, and may request an expedited due process hearing.

The School may request a hearing to change a student's placement if the School believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. Under those circumstances, the hearing officer may order a change in placement of a student with a disability to an IAES for a period of up to 45 school days if the hearing officer agrees with the School's assessment.

During any due process proceedings, the student's placement, through a disciplinary action, must not change unless the parents/guardians and the School agree otherwise, or upon admissions to the School and parent/guardian consent. The School may change the student's placement when taking disciplinary actions that constitute a change of placement against students with disabilities, or students who may be eligible for IDEA services.

In the case where a student has been placed in an IAES, the student will remain in the IAES chosen by the School, pending the hearing officer's decision or until the time period expires, whichever occurs first, unless the parent and school agree otherwise. An expedited hearing will be arranged during an IAES appeal and will occur within 20 days of the hearing request, and the hearing officer must make a determination within 10 school days after the hearing.

275.1 Disciplining a 504 Student

Section 504 Manifestation Determination Reviews

A Student on a 504 Plan is to be afforded due process relating to any proposed change in educational placement where the Student is subject either to expulsion or suspension for a period of more than ten consecutive school days or a series of suspensions that are each ten (10) or fewer school days in duration, but exceed ten (10) school days in the aggregate and create a pattern of exclusions. In all such cases, except in the case where such suspension or expulsion pertains to the use or possession of illegal drugs or alcohol as detailed below, the School shall follow the procedures outlined in Policy 275 Discipline/Suspension/Expulsion of Disabled Students.

Disciplinary Procedures for Students Possessing or Using Alcohol or Illegal Drugs

The School may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any Student on a 504 Plan who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against Students without disabilities, in accordance with Policy 273 Expulsion and Suspension Policies. In such a case, the disability due process procedures found in Policy 275 Discipline/Suspension/Expulsion of Disabled Students are inapplicable.

Emergency Removal from Placement

Emergency removal of a 504 student from his/her current placement may take place through parental agreement to an interim placement or through injunctive relief from a court, when the current placement presents a substantial likelihood of resulting in injury to the student or others.

29 USC 701 et seq. (Section 504 of the Rehabilitation Act of 1973)

See also Policy 228 Section 504 of the Rehabilitation Act of 1973.

Approved: _____

Resolution No. _____

POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS POLICY

INTRODUCTION

The Board of Directors (“Board”) adopts this policy to guide the use of Positive Behavior Interventions and Supports (PBIS), and the limited use of restraint and seclusion at the School. It is the Board’s belief that every effort should be made to prevent the need for the use of restraint and for the use of seclusion. The use of a non-aversive effective behavioral system such as PBIS shall be used to create a learning environment that promotes the use of evidence-based behavioral interventions, thus enhancing academic and social behavioral outcomes for all students.

Restraint or seclusion shall not occur, except when there is an immediate risk of physical harm to the student or others, and shall occur only in a manner that protects the safety of all children and adults at school. Every use of restraint or seclusion shall be documented and reported in accordance with this policy.

The PBIS prevention-oriented framework or approach applies to all students, all staff, and all settings. Research supports the conclusion that PBIS, when integrated with effective academic instruction, provides the support students need to become actively engaged in their own learning and academic success.

DEFINITIONS

“Physical Restraint” means the use of physical contact that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Such term does not include a physical escort, mechanical restraint, or chemical restraint. Physical restraint does not include brief, but necessary physical contact for the following or similar purposes: to break up a fight; to knock a weapon away from a student’s possession; to calm or comfort; to assist a student in completing a task/response if the student does not resist the contact; or to prevent an impulsive behavior that threatens the student’s immediate safety (e.g., running in front of a car).

“Positive Behavior Interventions and Support” (PBIS) means a systematic approach to embed evidence-based practices and data driven decision making to improve school climate and culture in order to achieve improved academic and social outcomes, and increase learning for all students. PBIS encompasses a wide range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors and teach appropriate behavior to students.

“Seclusion” means the involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by Physical Restraint or by a closed door or other physical barrier.

“Time-out” means a behavioral intervention in which a student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her own behavior. In a Time-out, the student is not physically restrained or prevented from leaving the area by physical barriers.

IMPLEMENTATION

In implementing the School’s Positive Behavior Intervention and Supports Policy the School shall:

1. Train staff to identify conditions such as where, under what conditions, with whom and why specific inappropriate behavior may occur.
2. Conduct preventative assessments, which should include:
 - i. A review of existing data,
 - ii. Interviews with parents, family members and students and
 - iii. Examinations of previous and existing behavioral intervention plans.
3. Develop and implement preventative behavioral interventions and teach appropriate behavior by doing the following:
 - i. Modifying the environmental factors that escalate the inappropriate behavior.
 - ii. Supporting the attainment of appropriate behavior.
 - iii. Using verbal De-escalation Techniques to defuse potentially violent dangerous behavior.

The School shall establish a system that will support students’ efforts to manage their own behavior; implement instructing techniques in how to self-manage behavior, decrease the development of new problem behaviors; prevent worsening of existing problem behaviors; and redesign learning/teaching environments to eliminate triggers and maintainers of problem behaviors. The system should include family involvement as an integral part of the system.

PROHIBITED PRACTICES

The following are prohibited under all circumstances, including emergency safety situations:

1. Prone restraint as defined in Executive Order 2009-13S;
2. Corporal punishment;
3. Child endangerment as defined in Ohio Revised Code Section 2919.22;
4. The deprivation of basic needs;

5. Restraint that unduly risks serious harm or needless pain to the student, including the intentional, knowing, or reckless use of any of the following techniques:
 - a. Using any method that is capable of causing loss of consciousness or harm to the neck or restricting respiration in any way,
 - b. Pinning down with knees to torso, head and/or neck,
 - c. Using pressure points, pain compliance and joint manipulation techniques,
 - d. Dragging or lifting of the student by the hair or ear or by any type of mechanical restraint,
 - e. Using other students or untrained staff to assist with the hold or restraint, or
 - f. Securing a student to another student or to a fixed object;
6. Mechanical or chemical restraints (which do not include devices used by trained personnel, or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed, or medication administered as prescribed by a licensed physician);
7. Aversive behavioral interventions; or
8. Seclusion of students in a locked room.

RESTRAINT

1. The use of prone restraint, Physical Restraint that obstructs the airway of a student, or any Physical Restraint that impacts a student's primary mode of communication is prohibited.
2. Physical Restraint may be used only when there is an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible, and only in a manner that is age and developmentally appropriate. Personnel may use physical restraint only in accordance with this policy. All personnel that are authorized to use physical restraint shall be trained to:
 - a. Protect the care, welfare, dignity, and safety of the student;
 - b. Continually observe the student in restraint for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
 - c. Use verbal strategies and research based de-escalation techniques in an effort to help the student regain control;
 - d. Remove the student from Physical Restraint immediately when the immediate risk of physical harm to self or others has dissipated;

e. Conduct a de-briefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and .

f. Complete all required reports and document staff's observations of the student.

3. If a student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, the School shall conduct a functional behavioral assessment to identify the student's needs and more effective ways of addressing those needs. If necessary, this functional behavioral assessment should be followed by a behavioral intervention plan that incorporates appropriate positive behavioral interventions.

SECLUSION

1. Seclusion may be used only when there is an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible. Seclusion shall never be used as a punishment or to force compliance. Seclusion should only be used in a manner that is age and developmentally appropriate. Personnel may use Seclusion only in accordance with this policy.

2. Seclusion is a last resort safety intervention that provides an opportunity for the student to regain self-control.

3. A room or area used for seclusion must:

a. provide for adequate space, lighting, ventilation, clear visibility and the safety of the student; and

b. not be locked.

4. Seclusion shall not be used:

a. for the convenience of staff;

b. as a substitute for an educational program;

c. as a form of discipline/punishment;

d. as a substitute for less restrictive alternatives;

e. as a substitute for inadequate staffing;

f. as a substitute for staff training in positive behavior supports and crisis prevention and intervention; or

g. as a means to coerce, retaliate, or in a manner that endangers a student.

5. All personnel that are authorized to use Seclusion shall be trained to:

- a. Protect the care, welfare, dignity, and safety of the student;
 - b. Continually observe the student in seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
 - c. Use verbal strategies and research based de-escalation techniques in an effort to help the student regain control;
 - d. Remove the student from seclusion immediately when the immediate risk of physical harm to self or others has dissipated;
 - e. Conduct a de-briefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and .
 - f. Complete all required reports and document staff's observations of the student.
6. If a student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, the School shall conduct a functional behavioral assessment to identify the student's needs and more effective ways of addressing those needs. If necessary, this functional behavioral assessment should be followed by a behavioral intervention plan that incorporates appropriate positive behavioral interventions.

TRAINING AND DEVELOPMENT

The School shall develop a plan regarding the training of its staff in accordance with this policy, and must maintain written or electronic documentation on training provided and lists of participants in each training. Training shall include the following components:

1. All personnel shall be trained annually on the requirements of this policy and Ohio Adm. Code 3301-35-15.
2. The School shall have a plan regarding training personnel that interact directly with students as necessary to implement PBIS on a system-wide basis.
3. The School shall ensure that an adequate number of personnel in each building are trained in crisis management and de-escalation techniques, and that their training is kept current.

REQUIRED DATA AND REPORTING

1. Each use of seclusion or restraint shall be documented in a PBIS Incident Report Form (attached hereto) and reported to the Administration immediately, reported to the Board of Directors immediately, and reported to the parent immediately. A copy of the written report shall be made available to the parent or guardian within 24 hours and the Board of Directors at the next regularly scheduled Board Meeting. The School shall maintain a copy of the

report in the student's file. These reports are educational records subject to the Family Educational Right to Privacy Act.

2. Each year the School shall complete the PBIS Annual Report Form as required by the Ohio Department of Education concerning its use of restraint and seclusion and shall report the information contained therein annually to the Board and to the Ohio Department of Education as requested by the Ohio Department of Education. The School shall make its records concerning restraint and seclusion available to staff from the Ohio Department of Education upon request.

MONITORING AND COMPLAINT PROCESS

1. The School shall cause the PBIS Incident Report Form to be completed promptly for each incident of restraint or seclusion and shall establish a monitoring procedure to ensure that this policy and practice are implemented as set forth herein.
2. The School shall establish a procedure for a parent to present written complaints to the School to initiate a complaint investigation of the School regarding an incident of restraint or seclusion. The School shall respond to the parent's complaint in writing within thirty (30) days of the filing of a complaint regarding an incident of restraint or seclusion.
3. The parent of a student with a disability may choose to file a complaint with the Ohio Department of Education, Office for Exceptional Children, in accordance with the complaint procedures available concerning students with disabilities.

AVAILABILITY OF POLICY AND PROCEDURES

The School shall make this Policy and the procedures set forth herein available on the School's website and parents shall be notified annually about the School's policy on seclusion and restraint.

ATTACHMENT 6.12 ADMISSIONS POLICY

1. Admissions and enrollment policy and procedures, including:
 - a. Specification that the school will not discriminate in its admission of students on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude (unless at-risk limitations apply)
 - b. Specification that the School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3314.64 or 3313.65, except that the School may limit to:
 - i. Students who have obtained a specific grade level or are within a specific age group,
 - ii. Students who meet the definition of “at risk,” or
 - iii. Residents of a specific geographic area
 - c. Wait list and lottery procedures
2. Open Enrollment Policy, if applicable
3. At-Risk Definitions, including gifted, if applicable

NOTE: Any change in the admissions or enrollment policies must be reported in writing to the Sponsor within five (5) business days.



THE
Intergenerational
S C H O O L S
A COMMUNITY OF LIFELONG LEARNERS

The Intergenerational Schools (IS) are Ohio Community schools, sometimes called charter schools. They are free public schools that are offered as a choice to parents and students. IS are independent, free-standing 501(c)(3) nonprofit organizations (not run by a for-profit educational management company). Since the first location's opening in 2000, IS have established their own mission, philosophy and educational programs.

IS students learn in flexible multi-age classes based on their developmental learning stage.

Stages of Developmental Learning:

Emerging	(similar to K-1 st)
Beginning	(similar to 1 st /2 nd)
Developing	(similar to 3 rd /4 th)
Refining	(similar to 4 th /5 th)
Applying	(similar to 6 th -8 th)

Students move progressively through the stages meeting objectives and benchmarks based on mastery.

Early & Regular Enrollment Procedures

To be eligible for a space at an IS you must submit a completed application.

This includes:

- Application Form with identifying information
- Attendance at a Parent Information Session (New Families)
- Supporting Documents:
 - a. Child's Birth Certificate
 - b. Proof of Custody if applicable.
 - c. **At least ONE proof of residence that is no older than 60 days from the date of the application, though two is encouraged. As defined by law (ORC 3314.11), a proof of residence must be one of the following: a mortgage or lease, gas bill, electric bill, water bill, sewer bill, bank statement, home telephone bill (not cell phone), paycheck or paystub that includes guardian's address, property tax bill, deed, home owner's or renter's insurance declaration page. If you and your student(s) are currently not residing in a home that you own**

or rent (such as temporary residence with a friend or family member), you may provide a notarized affidavit from the owner or renter of the property that states you are residing with them along with a proof of residence with that individual's name on it.

There are two distinct enrollment phases, with different procedures:

1. **Early Enrollment** (Runs from the first Monday in January through the first Friday in February)
2. **Regular Enrollment** (Begins after the first Friday in February through remainder of school year.)

Early Enrollment Procedures

Early enrollment commences and ends as per the dates specified in our school calendar. During early enrollment, re-enrollment applications are accepted from all currently enrolled students as well as new student applications.

Re-Enrollment

Spaces are allotted first to all current students who have a fully completed re-enrollment application (application, annual supply fee*, any past due school fees and 2 proofs of residence if student has moved within last year) based on anticipated learning stage/math level. Re-enrolling students are guaranteed a space if their application is complete as of the last day of Early Enrollment.

*The supply fee is established annually by the Board of Directors. As stated in the Family Handbook, any family for whom this fee poses a financial hardship should contact the school Operations Manager who will set up a payment plan, waive the fee, or take other action to ensure that this does not constitute a barrier to enrollment.

At the end of this allotment process, the number of available spaces for new applicants at each learning stage/math level will be determined.

New Enrollment

All new applications are accepted during the dates of early enrollment; there is no advantage given on the basis of date application is submitted or completed. At the close of early enrollment, available spaces are allotted to new students who have a fully completed application. The school reserves the right to determine the number of available spaces at any learning stage/math level based on specific instructional needs of enrolled students. These available spaces are allotted in the following prioritized order until all available spaces at each level are filled:

1. Kindergarten (Emerging Stage) Spaces

The Intergenerational School • 11327 Shaker Boulevard, Suite 200 • Cleveland, Ohio 44104 • 216.721.0120
Near West Intergenerational School • 3805 Terrett Ave • Cleveland, Ohio 44113 • 216.961.4308
Lakeshore Intergenerational School • 18025 Marcella Road • Cleveland, Ohio 44109 • 216.586.3872
www.TISonline.org

- A. Siblings* of currently enrolled and returning or graduating siblings
- B. Cleveland School District Residents
- C. Non-Cleveland School District Residents
- 2. Beginning Stage Spaces (Grade Equivalent 1st and 2nd in order)
 - A. Siblings* of Currently Enrolled and Returning Students
 - B. Siblings* of Newly Accepted Kindergartners
 - C. Cleveland School District Residents
 - D. Non-Cleveland School District Residents
- 3. Developing through Applying Stages (Grade Equivalent 3rd-8th in order)
 - A. Siblings* of Currently Enrolled and Returning Students
 - B. Siblings* of Newly Accepted Students
 - C. Cleveland School District Residents
 - D. Non-Cleveland School District Residents

*Siblings refer to siblings or half-siblings who reside in the same household. For example, siblings or half-siblings that reside in different households are not given preference in admission.

Lottery Procedures (applies only to applications completed during Early Enrollment)

During this process of allocating spaces, if there is ever a point at which the number of new student applications exceeds the number of available spaces, the selection is made by the use of a random lottery. Lottery numbers are assigned to all completed applications based on learning stage/math level applied for. The parent may request a receipt for the assigned lottery number if they desire. In the event that more than one sibling from a family has applied, each child is given a lottery number. If the lottery number for one child is drawn, the other siblings will be offered admission, if space is available. If space is not available at the needed learning stage/math level needed by the older sibling(s), they will be entered into the lottery for waiting list order at that level without regard to sibling preference. The sibling preference will be given at the point in time when the school has an opening at the needed learning stage/math level.

On the date of the lottery, a board member or designated official will select application numbers in a random order through a designated random number generating process that is in compliance with community school standards. If needed, an admission lottery will be held on the date one week after the close of early enrollment.

Once all of the available school spaces have been offered, the remaining applicants are placed on a learning stage/math level waiting list based on the random order generated by the lottery procedure. If an admitted student fails to enroll, that vacated spot may be offered to the next student at the appropriate learning stage/math level from the waiting list. Sibling preferences will still apply if a student on the waiting list has an enrolled sibling.

NOTIFICATION PROCEDURES

Parents/guardians are encouraged to attend the lottery but attendance is not mandatory. Parents who do not attend the lottery will be notified of their child's status within five business days of the lottery through phone contact by The Intergenerational School Staff and via first class mail sent to the address provided on the application. Parents are required to provide written confirmation (on forms included with the lottery notification) of their intention to enroll their child in the school, submit the yearly supply fee, and indicate their agreement to notify their school district of residence of their plans. The necessary forms and a stamped addressed envelope will be provided in the notification mailing. Failure to sign and return these forms within 10 business days of the lottery to The Intergenerational School will result in the transfer of that opening to another student and placement on the inactive file. Please call the Admissions Office for more information or clarification.

At the conclusion of the early enrollment process, IS will determine whether there are any additional spaces open at any stage/math level. Once the number of available spaces has been determined, the regular enrollment procedures will be implemented.

Regular enrollment Procedure (Begins the first day after the end of Early Enrollment)

Regular enrollment is offered on a first come, first served basis to students with a fully completed application.

Under no circumstances will an application be considered complete until the parent/guardian has attended an information session.

During regular enrollment, the date of the application may play a role in determining the order with which spaces are offered. The following procedures determine the date of the application.

Date of submission: the date that the application form is received by the school during regular enrollment or the date of reactivation.

Date of reactivation: any application received during or before Early Enrollment but not completed as of the last day of early enrollment is considered inactive. The application may be reactivated by the parent/guardian taking any step to complete the application, including contacting the admission team to request reactivation. The application is then re-activated and re-dated.

Date of completion: the date all required supporting materials are received and the parent/guardian has attended an information session

Procedure for assigning available spaces during Regular enrollment

Once early enrollment ends, any open spaces that become available are filled first from the learning stage/math level waiting lists that were created by the lottery procedure. After each subsequent information session, any available spaces are offered or the applicant is added to the existing waiting lists based on the **date of completion**. If there are multiple applicants for a given learning stage/math level whose date of completion is the same, the tie is broken based on **date of submission**. Spaces are always offered at the Emerging stage first, and proceeding up to the Applying Stage. This is done in order in case any sibling preferences arise as younger spaces are filled.

As soon as the school determines that there is a match between the available space and the learning stage/math level of an applicant, the parent shall be immediately notified by phone at the contact number provided on the Application form and will be sent an Acceptance of Enrollment form. The parent will have a 10 day* window from mailing date of the form to return the signed form as well as the annual supply fee. After this time frame, the offer of enrollment is automatically withdrawn and the application becomes inactive.

*NOTE: if a space becomes available during the school year, the parent will be notified by phone and will have a 24 hour window to sign the Acceptance of Enrollment form and submit the supply fee.

Learning stage/math level identification and enrollment

The Intergenerational Schools are public charter schools, open to all students living in the State of Ohio. Student placement is based on the student's stage of learning/math level required (which is not necessarily their previous age-based grade level) and no student progresses to the next stage until he/she has met the benchmark criteria for the preceding stage. These criteria include both standardized achievement tests and stage mastery assessments. For new applicants, it is essential to place the student in the stage that correctly corresponds to his/her stage of learning. For this purpose, IS will use the same assessments we ordinarily use to make a determination of the student's stage of learning. A list of these benchmark criteria is available to any parent upon request.

All new students entering kindergarten are presumed to be Emerging stage/K level math. They are advanced to the Beginning stage when benchmark assessment indicated that they have met the established learning criteria.

Students above the Emerging stage are tentatively offered a space based on the stage/math level for which they are applying. However, before finalizing that placement, The Intergenerational Schools complete standardized and/or formative assessments to determine the learning stage/math level needed for successful learning. This is done according to the same criteria applied to all Intergenerational School

students. These assessments are used for the sole purpose of determining the correct learning stage/math placement needed and NOT for selection purposes. Any applicant offered admission, who is then determined to need a different learning stage/math level from the one for which the student applied, is offered a space in the correct level matching his/her learning need. If a space is not available in the needed level at that time, the applicant is immediately placed at the top of the waiting list for the needed level.

NON-DISCRIMINATION POLICY

The Intergenerational Schools are open and accessible to all students regardless of race, color, national origin, creed, gender, athletic performance, special need, sexual preference, proficiency in English, physical or mental disability or academic achievement.

The Intergenerational Schools are open to any student entitled to attend school per ORC Section 3314.64 or 3314.65; will not discriminate in admission; will not exceed the capacity of the school's programs, classes, grade levels or facilities; and shall admit students by lottery if the number of applicants exceeds the school's capacity. The only exceptions in terms of preference are outlined in the enrollment procedures above.

PUBLIC SCHOOL REGULATIONS

The Intergenerational Schools are community schools established under Chapter 3315 of the Ohio Revised Code. The schools are public schools and students enrolled in and attending the schools are required to take Achievement tests and other examinations prescribed by law. In addition, there may be other requirements for students at the schools that are prescribed by law. Students who have been excused from the compulsory attendance law for purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter contact the School Manager or the Ohio Department of Education.

School districts across the State of Ohio are participating in an effort to identify, locate, and evaluate all children birth through 21 years of age who may have disabilities. Disability, in this instance, means such conditions as hearing impairments, visual impairments, speech or language impairments, specific learning disabilities, emotionally disturbed, multiple disabilities, mental retardation, other health impairments, physical impairments, autism, and traumatic brain injury. Public schools have responded vigorously to federal and state mandates requiring the provision of a free appropriate public education regardless of a child's disability. However, before school districts can

serve children, they must be found. Parents may not be aware their child has a disability or that there are programs and services available.

Parents and children have certain rights in this process, which will be explained in detail by the school district.

School districts are interested in identifying, locating, and meeting the needs of children with disabilities, including homeless, migrant families, and preschoolers. If you know of any child who may have a disability, contact your local public school for more information on how to help.

Contact IS Admissions at Admissions@tisonline.org, emcgarvey@tisonline.org or 216.721.0120, xt 1107 for more information.

ATTACHMENT 6.13 ATTENDANCE POLICIES

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including automatic withdrawal procedures for when a student misses 105 consecutive hours

NOTE: The School's attendance and participation records shall be made available, upon request, to the Ohio Department of Education, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), section 3319.321, and any applicable rule or regulations thereto.

Attendance Policies and Procedures

Notification of Absences Policy

- Call the school at 216-721-0120 by 8:30 am
- Press 1 for the main office
- Leave a clear message stating:
 - Your name.
 - Your child's name.
 - Child's homeroom teacher.
 - Reason for absence.

Students who arrive after 10:30 am or leave before 12:30 pm will receive a ½ day absence.

Missing and Absent Children

All efforts will be made to identify possible missing children and notify the proper adults or agencies.

A student at the time of his/her initial entry to school shall present to the person in charge of admission any records given to him/her by the elementary or secondary school s/he most recently attended and a certification of birth* issued pursuant to Section 3705.05 of the Ohio Revised Code or a comparable certificate or certification issued pursuant to the statutes of another state, territory, possession, or nation. Within twenty-four (24) hours of the student's entry into the school, a school official shall request the student's official records from the elementary or secondary school s/he most recently attended. If the school the student claims to have most recently attended indicates that it has no records of the student's attendance or the records are not received within fourteen (14) days of the date of request, or the student does not present a certification of birth or comparable certificate or certification from another state, territory, possession, or nation, the Principal of the School shall notify the law enforcement agency having jurisdiction in the area where the student resides of this fact and of the possibility that the student may, be a missing child, as this term is defined in Section 2901.30 of the Ohio Revised Code.

If the School receives notification from a law enforcement agency that it has made a missing child report for a current or a former student, then the School must mark the student's records so that whenever a copy of, or information regarding the records is requested, any School official responding to the request is alerted that the records are those of a reported missing child. In addition, when a request of records or information is received, the person in charge of records must immediately report the request to the law enforcement agency that notified the School that the student might be a missing child. When forwarding a copy of, or information from the student's records in response to a request, the School must do so in such a way that

the receiving school is not able to discern that the student's records are marked. But, the School must retain the mark in the records until notified that the student is no longer a missing child. Upon notification by a law enforcement agency that the student is no longer a missing child, the School must remove the mark from the student's records in such a way that it would be impossible to tell that the records were ever marked.

The School will also immediately give notice of the fact of a missing child to the Ohio Attorney General's missing children clearinghouse. The School will also assist parents in the case of a missing student by coordinating with the missing children clearinghouse.

Informational programs for students, parents, and community members relative to missing children issues and matters are available from the School, including information regarding the fingerprinting program. The School's informational programs are based on assistance and materials provided by the Ohio Attorney General's missing child education program.

The primary responsibility for a student's attendance at School rests with his/her parent(s) or guardian(s). Parent(s)/guardian(s) must notify the School on the day a student is absent unless previous notification has been given in accordance with school procedure for excused absences. The person in charge of attendance is also required to notify a student's parents, custodial parent, guardian, legal custodian, or other person responsible for him/her when the student is absent from school. The parent or other responsible person shall be notified by telephone or written notice shall be mailed on the same day that the student is absent. Parents or other responsible persons shall provide the School with their current home and/or work telephone numbers and home addresses, as well as emergency telephone numbers.

The procedure for absences is as follows:

1. A parent must call the School to inform the School that his/her child or children will be absent from School. This phone call should take place within the first hour that School is in session.
2. If a parent fails to call the School as prescribed in Part A, School personnel will call the parent to inform him/her of the student's absence.
3. In those cases where telephone communication could not be made, School personnel will initiate a written communication to the home of the legal guardian the day of the student's absence.

*May substitute any of the following documents for a birth certificate: 1) a passport or attested transcript showing the date and place of birth of the child; 2) an attested transcript of a birth certificate; 3) an attested transcript of a baptism certificate or other religious record showing the date and place of birth of the child; 4) an attested transcript of a hospital record showing date and place of birth, or 5) a birth affidavit.

R.C. §109.65; R.C. §.3313.96; R.C. §3313.672

Excused Absences

When a student returns to school:

- Parent/guardian must provide a written note, email, or doctor's note stating the reason for the absence.

Under Ohio State Law, the student will be excused for the following reasons:

1. Personal, physical, or mental illness of the student.
 - a. A student will be excused for personal illness for up to 6 days per year based on the parent's written excuse.
 - i. Any days in excess of these 6 will require a physician's note to be considered excused.
2. Illness in the immediate family if the student is over 14 years of age.
3. Quarantine of the home.
4. Death of a Relative.
5. Observance of religious holidays.
6. Court Summons/Subpoena.
7. Prospective school visits for eighth graders (must provide a note from the prospective school)
8. Emergency or set of circumstances which, in the judgment of the Principal and/or Chief Educator, constitute a good and sufficient cause for absence (including, for example, ORC 3321.041: excused absences for certain school related extracurricular activities.)

Absences for all other reasons (including vacation and suspension) are **unexcused**.

Unexcused Absences and Tardiness

Under ORC 3313.609: No student shall be promoted to the next grade level if the student has been truant for more than ten per cent of the required attendance days of the current school year and has failed two or more of the required curriculum subject areas in the current grade unless the student's principal and the teachers of any failed subject areas agree that the student is academically prepared to be promoted to the next grade level.

Date Approved: _____

Resolution No.: _____

TRUANCY POLICY

The Board of Directors adopts this policy for the purpose of guiding the School staff in addressing and ameliorating student absences. The School will track the attendance of its students and notify parents/guardians of their student's absences and the fact that it is the parent's/guardian's responsibility to cause the student to attend school.

Intervention Strategies

The School's absence intervention strategies may include any of the following:

1. Providing a truancy intervention plan as described below;
2. Providing counseling for truant students;
3. Requesting or requiring a parent/guardian to attend parental involvement programs;
4. Requesting or requiring a parent/guardian to attend truancy prevention mediation programs;
5. Notification of the registrar of motor vehicles; and
6. Taking necessary or required legal actions.

The School shall not suspend or expel a student solely for being truant.

Notice of Excessive Absence

In the event a student of compulsory school age is absent, with or without legitimate excuse, for 38 or more hours in one school month, or 65 or more hours in a school year, the School shall notify the child's parent, guardian, or custodian of the child's absences, in writing, within 7 days after the date after the absence that triggered the notice requirement.

Habitual Truancy

"Habitual truants," are defined as students that are absent without legitimate excuse for 30 or more consecutive hours, 42 or more hours in one school month, or 72 or more hours in a school year. In the event a student meets the threshold for habitual truancy, the School must take the following steps:

1. The Superintendent/Principal must establish an Absence Intervention Team (hereafter referred to as the "Team").
 - A. The Team must be selected within 7 school days of the student reaching the habitual truancy threshold.

- B. The Team must include:
- i. The student's parent or parent's designee, the student's guardian, custodian, guardian ad litem or temporary custodian (collectively referred to hereafter as "Parent");
 - ii. One representative from the school; and
 - iii. One representative from the school that knows the student.
- C. The Team may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.
- D. Within 7 school days of the student reaching the habitual truancy threshold, the Superintendent/Principal shall make at least 3 meaningful, good faith attempts to secure the Parent's participation on the Team.
- i. If the Parent responds but is unable to participate, the Superintendent/Principal shall inform them of their right to appoint a designee.
 - ii. If the Parent does not respond within 7 school days the School shall do both of the following:
 - a. Investigate whether the failure to respond triggers mandatory reporting to the county children services agency pursuant to ORC 2151.421; and
 - b. Instruct the Team to develop an Intervention Plan notwithstanding the Parent's absence

2. The Superintendent must assign the student to a Team within 10 days of becoming habitually truant.
3. The Team must develop an intervention plan for the student within 14 school days after the student is assigned. The plan is to be aimed at reducing or eliminating further absences. The plan shall be based on the individual needs of the student, but shall state that the School shall file a complaint not later than 61 days after the date the plan was implemented, if the student has refused to participate in, or failed to make satisfactory progress on the intervention plan or an alternative to adjudication for being an unruly child.
4. Within 7 days after the development of the plan, the School shall make reasonable efforts to provide the student's Parent with written notice of the plan.

Habitual Truancy within Last 21 Days of School Year

In the event the student becomes habitually truant within 21 school days prior to the last day of instruction of the school year, the School may, in its discretion, either:

- A. Assign a School official to work with the student's Parent to develop an absence intervention plan during the summer. If the School selects this method, the plan shall be implemented not later than 7 days prior to the first day of instruction of the next school year; or

- B. Reconvene the absence intervention process upon the first day of instruction of the next school year.

Exception from Intervention Plan Requirement

If the School has a chronic absenteeism percentage that is less than 5%, as displayed on the School's most recent local report card, it shall be exempt from the requirement to assign habitually truant students to an absence intervention team for the following school year and shall instead take any appropriate action as an intervention strategy. In the event that the intervention strategies fail, within 61 days after their implementation, the School shall file a complaint, provided (a) the school has made meaningful attempts to re-engage the student through the intervention strategies, and any offered alternatives to adjudication; and (b) the student has refused to participate in or failed to make satisfactory progress on any offered intervention strategies or alternative to adjudication.

Complaints in Juvenile Court for Habitual Truancy

The School shall file a complaint in juvenile court, jointly against the student and Parent, alleging that a student is an unruly child for being a habitual truant in accordance with timelines and conditions established by law.

Mandatory Withdrawal

Any student that without a legitimate excuse fails to attend one hundred and five (105) consecutive hours will be automatically withdrawn from the school.

ATTACHMENT 7.2 REPORTS TO SPONSOR

The School must report to Sponsor via Sponsor's document management system, Epicenter, all items required by contract and by the Ohio Department of Education (ODE), including, but not limited to:

- Current roster of staff by position, including notations on licensure, HQT status, and FBI/BCI&I completion
- Current roster of Board members, including contact information
- Evidence of Board member training completion, FBI/BCI&I completion, and conflict of interest disclosure
- Annual Board member disclosure statements
- Any findings for recovery issued by the Auditor of State against any Board member, or against any management company or school employee
- Schedule of regular Board meetings, including dates, times, and location
- Public notice of all regular, special, or emergency Board meetings
- Copies of all approved and signed Board minutes, after every meeting
- Monthly financial and enrollment reports
- Board-approved five-year forecast, whenever updated
- CCIP, SOES, EMIS, and OEDS-R Administrator Information
- School calendar, including assessment schedule
- Special education program information and compliance
- Progress on internal and state-wide assessments, mission-driven programs, and contract goals
- Lease/rental agreement or mortgage/deed
- Building inspection certificates – fire and health department inspections, school environment inspection report, building permits, Certificate of Occupancy, etc.
- Inventory and Fixed Assets List – updated annually
- Articles of Incorporation, Code of Regulations, Employer ID No., IRS Determination Letter (if any), supplemental bylaws or policies
- Current safety plan as filed with the Attorney General's office
- Any staff, student, safety, Board, and other school policies, upon Sponsor's request
- Structural organizational chart
- Any required/requested information in Sponsor's document management system, Epicenter, on a timely basis

NOTE: Please do not submit these items with the Contract, unless requested within other attachments. The above is a non-exhaustive list of items that the School is obligated to report to the Sponsor throughout the year.

ATTACHMENT 8.2
DISMISSAL OF EMPLOYEES

1. Employee dismissal procedures
2. Plan for disposition of employees if this Contract is terminated or not renewed

EMPLOYEE DISCIPLINE AND TERMINATION

General Statement

The Schools are committed to establishing and maintaining supervisory practices and procedures that support effective operations in the interest of the organization, its students and its employees. Such procedures may include the administration of disciplinary action to assist employees in overcoming work related problems, performance deficiencies, or behavior that violates The Schools' policies, practices, and procedures.

The responsibility to correct unsatisfactory job performance or behavior resulting from a suspected health problem rests with the staff member. Failure to do so will result in appropriate corrective or disciplinary action up to termination as determined by the Principal, Chief Educator or Executive Director.

Although The Schools maintain a progressive disciplinary procedure, circumstances may warrant disciplinary action outside of the progressive procedure.

Corrective actions up to and including dismissal, are taken with the needs, rights and best interests of the students considered first and foremost in the decision- making process. When there is a conflict between the interests of the child and the interests of the employee, the child's interests shall prevail in all circumstances.

R.C. 124.34.

Corrective Action

Whenever it becomes necessary to discipline a member of the staff, the Board directs the Executive Director, Chief Educator, or Principal to utilize a progressive discipline procedure described in this document if at all possible. Such guidelines are to provide for proper due-process procedures throughout the investigation and disciplinary procedure. All matters that could involve discharge from The School must be dealt with in accordance with law. The Board requires that all disciplinary actions involving loss of pay and/or suspension or termination is reported to the Board as soon as possible after the action has been taken.

When the Executive Director, Chief Educator, or Principal determines that corrective action is warranted, the following serves as a general guideline used to arrive at a solution in the best interests of the mission. However, under certain circumstances, a supervisor may determine that although the procedure should be utilized, certain steps in the procedure should be omitted or repeated.

A verbal and/or written notice will be given that job behavior or performance requires corrective action. The specific problem will be identified. Plans will be outlined to permanently correct the problem within a stated time period.

If this does not bring about the needed changes and/or improvements in the situation, a written warning may be given to indicate the action that will be taken if the required and sustained improvement is not attained within a stated time period. This written document is provided to the employee and a copy should be signed by the employee and placed in the employee's personnel file. If the employee refuses to sign it, this should be documented by the supervisor.

Although not generally a step in the progressive disciplinary procedure, suspension may be appropriate as the third step, or in some cases as an immediate step in the disciplinary process. If utilized at all, suspension is generally limited to two circumstances. First, a supervisor may determine that suspension should be used as a corrective measure to emphasize the seriousness of a problem. Second, suspension may be used because discharge appears warranted but the supervisor needs time to investigate or review the circumstances for serious misconduct. In any event, suspension is for a specified period and, except for exceptional circumstances, without pay.

The termination is used as a final step in the process when prior measures failed to correct the problem or when circumstances fall into the category of reasons for immediate dismissal. If the supervisor decides that discharge is appropriate, and the Principal, Chief Educator or Executive Director concurs, discharge should be initiated. The circumstances that led to the decision to discharge the employee should be documented by the supervisor.

R.C. 124.34.

Immediate Termination

The progressive procedure may not be appropriate: (1) when the conduct at issue involves severe performance deficiencies, performance problems related to skill or ability, or certain types of inappropriate conduct; (2) when the initial steps of progressive discipline do not assist the employee in correcting the problem; (3) when the employee occupies a position requiring the exercise of effective management and leadership; (4) when the employee's actions, or inactions, may seriously impair The Schools' ability to carry out its mission or (5) if the employees actions put the education and/or well-being of a student in jeopardy. By their very nature, certain job behaviors carry with them the possibility of serious disciplinary action

and/or immediate discharge without the customary corrective action process. If The Schools determine that these, or similar circumstances exist, The Schools may determine that the progressive disciplinary procedure is inappropriate.

In addition, any of the behaviors, noted below may result in immediate termination, although the supervisor may choose to use the corrective action process instead of immediate termination. (This list is not intended to contain all possible reasons for termination.)

- Unacceptable work performance, including irregular attendance or frequent tardiness;
- Insubordination;
- Sleeping on duty;
- Neglect of duty and disruption of others;
- Theft or dishonesty;
- Falsification of school records;
- Intentional destruction or unauthorized use of school property;
- Willful violation of school policies or property;
- Violation of state or federal law;
- Conduct that puts any student in imminent danger of physical or psychological harm;
- Conduct that is incompatible with the Nurtured Heart Approach and/or that results in treating a student in a verbally or physically disrespectful way such as making a derogatory comment to or about a student or physically making contact with a student (with bodily contact or using an object) for the purpose of disciplining the student
- Providing inappropriate assistance to students on standardized tests and proficiency tests;
- Abuse or inappropriate access of confidential information;
- Threatening, harassing, assaulting or abusing any student, employee or visitor directly or indirectly;
- Violation of the drug, alcohol and/or smoking policies;
- Intoxication or use of alcohol on school property;
- Use, sale or possession of unlawful drugs on school property
- Possession of firearms or explosives;
- Willful violation of school safety or security regulations.

Employee Grievance Procedures

A grievance is a complaint of an injustice allegedly suffered by an employee. Employees have the right to present any matter of personal concern, dissatisfaction regarding their employment, or the terms of personnel policies without resulting in any retaliatory action against the employee.



Fair and prompt consideration and adjustments of the misunderstanding shall be as follows:

Any grievance will be discussed between the employee and her/his immediate supervisor. A resolution shall be rendered to the grievance within five working days. It is expected that most problems can be resolved within normal supervisory sessions.

Failing resolution at Step 1, the employee will submit her/his grievance in writing within five days to the person next in authority and a resolution will be rendered within five working days.

Failing resolution at Step 2, a written grievance will be submitted by the employee to the Board Chair and the Conciliation/Arbitration procedures will then be followed.

Conciliation/Arbitration Procedures:

Any disputes that are irresolvable through the previous process must be submitted to the board for conciliation and arbitration. Arbitration is the final step in the grievance process and is the employee's exclusive remedy for the resolution of such disputes. The decision of the arbitrator is final and binding on both parties.



IRN: 133215

Disposition of Employees if School Closed or Reduction of Staff

In the event that the school closes or as a result of reduction of staff impacts and employee, referrals to other potential job opportunities in their geographic areas may be made and assistance with meeting employment requirements and potential follow-up, if necessary.

ATTACHMENT 8.3
EMPLOYEE BENEFITS

1. Description of any health or other benefits provided by the School or its operator to full-time employees of the School

NOTE: Employee benefits may be amended by the School from time to time, provided that all such amendments are provided to Sponsor in writing within five (5) business days of amendment or change.

BREAKTHROUGH SCHOOLS **BENEFITS OVERVIEW**

Revised: December 2015

Breakthrough Schools offers competitive employee health benefits to its network of schools including medical, dental, vision, short-term disability, long-term disability and life insurance coverage. All full-time employees are eligible to enroll for benefits the first day of the month following employment. The Breakthrough network of schools includes:

Citizens Academy	E Prep School :: Superior	The Intergenerational School
Citizens Academy East	Village Prep School :: Superior	Near West Intergenerational School
Citizens Academy Southeast	E Prep School :: Woodland Hills	Lakeshore Intergenerational School
Citizens Leadership Academy	Village Prep School :: Woodland Hills	

All benefits are voluntary and employee cost-sharing occurs via payroll deduction.

Medical/Hospitalization/Prescription (ANTHEM,INC)

Two comprehensive plans are offered. Options include a traditional plan (\$250 indiv./ \$500 family deductible) and a consumer driven health plan (HSA) option (\$2,600 indiv./ \$5,200 family deductible). Both plans offer hospitalization, office visits, and prescription coverage. Employees have the option to use out-of-network providers at additional cost.

Flexible Spending Account (FSA) (BENEFIT ADVANTAGE)

Employees may contribute to a FSA which provides tax-advantages for expected health care expenses, including health, dental and vision care.

Vision (LINCOLN)

Plan provides a cost effective way to manage eye care expenses through a scheduled benefit program. Network facilities include both private practitioners and retailers.

Short Term Disability (STD) (LINCOLN)*

Policy is intended to replace income for a short duration in the event of illness or injury. Coverage is equal to 60% of weekly base salary, up to \$1,000 per week. **Premiums for STD are covered in full by Breakthrough.**

**Dependents not eligible*

Voluntary Employee Life Insurance (LINCOLN)

Employees may purchase additional coverage up to \$150,000.

Retirement

Eligible employees will participate in SERS (School Employees Retirement System of Ohio) or STRS (State Teachers Retirement System of Ohio) depending on their position. **Breakthrough currently contributes 14% of an employee's base salary into the applicable retirement system. Voluntary 403B is available as well by request.**

Health Savings Account (HSA) (FIFTH THIRD BANK)

If an employee elects the HSA medical plan, they may contribute to a HSA account, which is a bank account that permits pre-tax deposits, and non-taxed withdrawals for qualified medical expenses. BCS will contribute up to \$500 annually based on benefit eligibility date.

Dental (ANTHEM)

Plan covers preventative, diagnostic and treatment services. Orthodontia for dependent children up to age 18 is covered. Employees have the option to use out-of-network providers at additional cost.

Life/Accidental Death and Dismemberment (AD&D) (LINCOLN)*

Benefit is provided in the amount of one times the employee's annual base salary up to \$100,000.

Premiums for Life and AD&D are covered in full by Breakthrough.

**Dependents not eligible*

Long Term Disability (LTD) (LINCOLN)*

LTD is subject to coverage restrictions in the plan.

Coverage is equal to 60% of monthly base salary, up to \$5,000 per month. **Premiums for LTD are covered in full by Breakthrough.**

**Dependents not eligible*

Voluntary Dependent Life Insurance (LINCOLN)

Employees may purchase coverage up to \$30,000 for a spouse and up to \$10,000 for each child.

For additional questions, please contact Breakthrough Human Resources at (216) 456-2086:

Diana Harrison ext. 1307

Rachael Dunbar ext. 1328

Breakthrough Schools is a network of high-performing urban public charter schools committed to providing 100% of our students with an outstanding college preparatory education. To learn more, visit www.breakthroughschools.org

BREAKTHROUGH SCHOOLS **BENEFITS OVERVIEW**

Revised: December 2015

Breakthrough Schools provides all eligible, full-time employees working 30 hours per week or more with the following benefits at no employee cost:

- Basic Life and AD&D insurance equal to 1 x base salary up to \$100,000
- Long Term Disability coverage equal to 60% of your base monthly salary, up to \$5,000 per month
- Short Term Disability coverage equal to 60% of your base weekly salary, up to \$1,000 per week

*Dependents (child(ren) and/or spouse) are not eligible for these lines of coverage

EMPLOYEE PER PAYCHECK COST (SEMI-MONTHLY)				
BENEFIT TYPE	MEDICAL	MEDICAL	DENTAL	VISION
	ANTHEM- PPO \$250 90/10	ANTHEM – LUMENOS HSA \$2,600	ANTHEM	LINCOLN
Single Employee	\$50.07	\$22.47	\$6.20	\$2.59
Employee + Spouse	\$175.80	\$98.52	\$12.05	\$4.90
Employee + Child(ren)	\$137.83	\$78.52	\$14.01	\$5.76
Full Family	\$284.54	\$175.04	\$21.81	\$8.09

BENEFIT CALCULATION WORKSHEET: LINCOLN NATIONAL LIFE INSURANCE

Voluntary Life: Employee Per Paycheck Cost Table

Employee and Spouse premiums are calculated separately.

Spouse premiums are based on Employee's age.

Dependent Children Rate= \$1.00 per paycheck

AGE	Semi-Monthly Rate per \$1,000	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000	\$70,000	\$80,000	\$90,000	\$100,000
< 30	.0425	\$.43	\$.85	\$ 1.28	\$ 1.70	\$ 2.13	\$ 2.55	\$ 2.98	\$ 3.40	\$ 3.83	\$ 4.25
30 - 34	.0425	\$.43	\$.85	\$ 1.28	\$ 1.70	\$ 2.13	\$ 2.55	\$ 2.98	\$ 3.40	\$ 3.83	\$ 4.25
35 - 39	.0575	\$.58	\$ 1.15	\$ 1.73	\$ 2.30	\$ 2.88	\$ 3.45	\$ 4.03	\$ 4.60	\$ 5.18	\$ 5.75
40 - 44	.0875	\$.88	\$ 1.75	\$ 2.63	\$ 3.50	\$ 4.38	\$ 5.25	\$ 6.13	\$ 7.00	\$ 7.88	\$ 8.75
45 - 49	.1275	\$ 1.28	\$ 2.55	\$ 3.83	\$ 5.10	\$ 6.38	\$ 7.65	\$ 8.93	\$ 10.20	\$ 11.48	\$ 12.75
50 - 54	.2425	\$ 2.43	\$ 4.85	\$ 7.28	\$ 9.70	\$ 12.13	\$ 14.55	\$ 16.98	\$ 19.40	\$ 21.83	\$ 24.25
55 - 59	.3775	\$ 3.78	\$ 7.55	\$ 11.33	\$ 15.10	\$ 18.88	\$ 22.65	\$ 26.43	\$ 30.20	\$ 33.98	\$ 37.75
60 - 64	.4275	\$ 4.28	\$ 8.55	\$ 12.83	\$ 17.10	\$ 21.38	\$ 25.65	\$ 29.93	\$ 34.20	\$ 38.48	\$ 42.75
65 - 69		\$ 6,500	\$ 13,000	\$ 19,500	\$ 26,000	\$ 32,500	\$ 39,000	\$ 45,500	\$ 52,000	\$ 58,500	\$ 65,000
	.7375	\$ 4.79	\$ 9.59	\$ 14.38	\$ 19.18	\$ 23.97	\$ 28.77	\$ 33.56	\$ 38.35	\$ 43.14	\$ 47.94
70 - 74		\$ 4,000	\$ 8,000	\$ 12,000	\$ 16,000	\$ 20,000	N/A	N/A	N/A	N/A	N/A
	1.8075	\$ 7.23	\$ 14.46	\$ 21.69	\$ 28.92	\$ 36.15	N/A	N/A	N/A	N/A	N/A
75 - 79		\$ 2,500	\$ 5,000	\$ 7,500	\$ 10,000	\$ 12,500	N/A	N/A	N/A	N/A	N/A
	7.0575	\$ 17.64	\$ 35.29	\$ 52.93	\$ 70.58	\$ 88.22	N/A	N/A	N/A	N/A	N/A

Breakthrough Schools is a network of high-performing urban public charter schools committed to providing 100% of our students with an outstanding college preparatory education. To learn more, visit www.breakthroughschools.org

ATTACHMENT 9.2
FISCAL SERVICES AGREEMENT

1. Fiscal Services Agreement, or
2. Current resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer

NOTE: A resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer must be approved by the Sponsor and submitted to the Ohio Department of Education. The resolution is only valid for one year and does not waive the requirement that the school have a designated fiscal officer.

Any changes made to a fiscal services agreement must be reported in writing to the Sponsor within five (5) business days.



BOARD RESOLUTION

Resolution of the Board of Directors of The Intergenerational School (“School”)

WHEREAS, Ohio Revised Code Section 3314.011 requires that every community school established under R.C. Chapter 3314 have a designated fiscal officer and that the fiscal officer shall be employed by or engaged under a contract with the governing authority of the community school; and

WHEREAS, the Governing Authority of The Intergenerational School (the “School”) has designated and engaged a fiscal officer directly pursuant to the terms of the School’s ongoing Academic and Business Services Agreement with Breakthrough Charter Schools (BCS); and

WHEREAS, as a non-profit organization and a supporting organization under the Internal Revenue Code, BCS legally exists to support the School; and

WHEREAS, the Governing Authority believes it has complied with R.C. 3314.011, but may adopt a resolution waiving the requirement that it is the party responsible to employ or contract with the designated fiscal officer so long as the community school’s sponsor also approves of the resolution; and

WHEREAS, the Governing Authority, for clarity purposes wishes to waive the requirement to have a separate contract with its fiscal officer other than its current Academic and Business Services Agreement with BCS, or any successor agreement signed by the Governing Authority relating to collaboration in services with BCS and its network of supported schools ; and

WHEREAS, the school’s sponsor may request that the Governing Authority make application to obtain its Sponsor’s consent to this waiver; and

WHEREAS, the Governing Authority and BCS agree that the designated fiscal officer is a licensed and bonded public officer of the School; and

WHEREAS, regardless of whether the contract designating the fiscal officer of the School contains other services or unrelated services, as a public officer of the School, the fiduciary duty as a fiscal officer is to the Governing Authority of the School.

NOW THEREFORE, BE IT

RESOLVED, Doug Mangan is authorized and approved as the designated fiscal officer of the School effective December 16, 2016 and is engaged under a contract with the Governing Authority pursuant to the terms of the School’s Academic and Business Services Agreement or any successor network collaboration agreement between BCS and the School; and

RESOLVED, that the Governing Authority resolves to waive the requirement that the Governing Authority be the party responsible to separately employ its licensed fiscal officer or to contract with its designated fiscal officer

in a contract separate from a contract that includes other services. The Governing Authority does not in any way waive the fact that the fiscal officer is a public officer of the School with all of the duties to the School inherent in that role; and

RESOLVED, that the Chair of the school's Board of Directors is hereby authorized to submit an application to the Sponsor on behalf of the school to request the Sponsor's consent to the waiver of the requirement that the Governing Authority is the party responsible to employ or contract with the designated fiscal officer.

Motion Made by: Erica Adlakha Seconded by: Andy Male

Yes: 5 No: 0 Abstain: 1

[Signature]
Mark Saffran, Board Chair

[Signature]
David Atton

[Signature]
Erica Adlakha

[Signature]
Andrew Male

[Signature]
Lee Trotter

[Signature]
Michael Swearengen

ATTACHMENT 9.3 FISCAL LICENSURE

1. Treasurer's License

NOTE: Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

STATE OF OHIO DEPARTMENT OF EDUCATION
5 Year School Treasurer School Treasurer License

DOUGLAS J MANGEN

THIS LICENSE AWARDED TO

OH1470116

EDUCATOR STATE ID

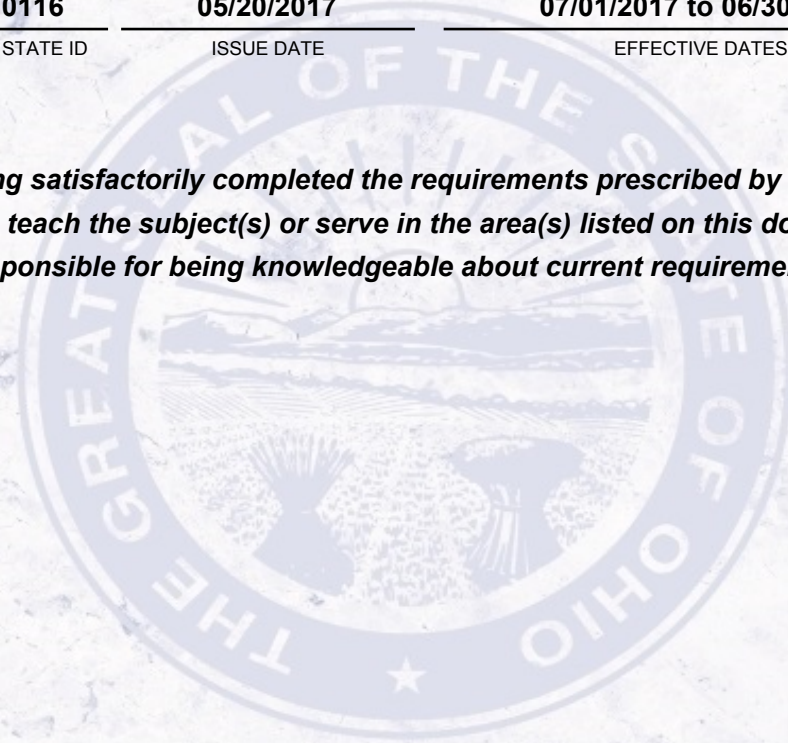
05/20/2017

ISSUE DATE

07/01/2017 to 06/30/2022

EFFECTIVE DATES

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.



Paolo DeMauro

Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21397096

Employers may verify this credential by going to Educator Profile on education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.

ATTACHMENT 9.4
FISCAL BOND

1. Treasurer's Bond

NOTE: Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days.

The Cincinnati Insurance Company
6200 S GILMORE RD
FAIRFIELD OH 45014-5141

Public Official Bond No. 6749787

KNOW ALL MEN BY THESE PRESENTS:

That Douglas J Mangen for The Intergenerational School
of COLUMBUS State of OH (hereinafter called the Principal) and The Cincinnati Insurance Company (hereinafter called the Surety), a corporation organized under the laws of the state of Ohio with its principal office in the City of FAIRFIELD and the State of OH are held

and firmly bound unto State of Ohio
(hereinafter called the Obligee) in the sum of Twenty Five Thousand and No/100 Dollars; (\$25,000.00) for the payment whereof to the Obligee the Principal binds himself/herself, his/her heirs, executors, administrators, and assigns, and the Surety binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 14th day of December, A.D. 2016.

Whereas the above named Principal has been duly appointed or elected to the office of School Treasurer, and

Whereas, the effective date of this bond is December 16, 2016.

Now, therefore, the condition of the foregoing obligation is such that if the Principal shall faithfully perform such duties as may be imposed on him/her by law and shall honestly account for all money that may come into his/her hands in his/her official capacity during such period, then this obligation shall be void; otherwise, it shall remain in full force until cancelled as provided herein.

This Bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

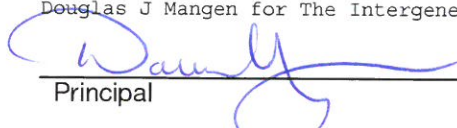
First: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in writing to State of Ohio and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all terms, conditions, and provisions of this Bond, for any act or acts covered by this Bond which may have been committed by the Principal up to the date of such cancellation; and the Surety shall, upon surrender of this Bond and its release from all liability hereunder, refund the premium paid, less a pro rata part therefore for the time this Bond shall have been in force.

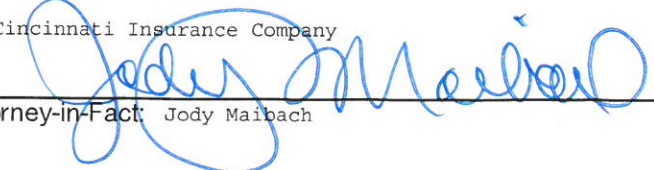
Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited by or placed to the credit, or under control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law decision, ordinance, or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he/she may be chargeable by reason of his/her election or appointment as aforesaid.

Witness:

(as to the Principal)

Douglas J Mangen for The Intergenerational School

Principal

The Cincinnati Insurance Company
By 
Attorney-in-Fact: Jody Malbach

STATE OF Ohio **SS**
COUNTY OF Franklin

Douglas J Mangen for The Intergenerational School being
duly sworn, says that he/she will support the constitution of the United States and of the State of Ohio
and that he/she will faithfully, honestly, and impartially perform and discharge the duties of the office position to which
he/she has been appointed while he/she shall hold said office.



Sworn to by said Douglas J Mangen for The Intergenerational School
Before me, and by him/her subscribed in my presence this 30
day of December, A.D. 2016
Patricia L Koteles Notary Public
Comm exp 8/3/2021

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

6749787

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jody Maibach

of Wadsworth, OH its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



STATE OF OHIO) ss:
COUNTY OF BUTLER

THE CINCINNATI INSURANCE COMPANY

Handwritten signature of Thomas H. Kelly

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Handwritten signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 14th day of December 2016



Handwritten signature of Gregory J. Schloer

Secretary

ATTACHMENT 9.5 FINANCIAL PLAN

1. Estimated school budget for every year of the contract

NOTE: The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year.

The Intergenerational School

Attachment 9.5 Annual Budgets Expenditure by Student

	Forecasted				
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
<u>Operating Receipts</u>					
State Foundation Payments (3110, 3211)	\$ 1,784,987	\$ 1,909,874	\$ 1,938,522	\$ 1,967,600	\$ 1,997,114
Fees (1600, 1700)	\$ -	\$ 21,392	\$ 21,927	\$ 22,475	\$ 23,037
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$ 142,716	\$ 10,500	\$ 10,763	\$ 11,032	\$ 11,307
Total Operating Receipts	\$ 1,927,704	\$ 1,941,766	\$ 1,971,211	\$ 2,001,106	\$ 2,031,458
<u>Operating Disbursements</u>					
100 Salaries and Wages	\$ 1,154,471	\$ 1,380,249	\$ 1,410,755	\$ 1,441,024	\$ 1,473,050
200 Employee Retirement and Insurance Benefits	\$ 308,621	\$ 308,090	\$ 352,689	\$ 360,256	\$ 368,262
400 Purchase Services	\$ 961,030	\$ 811,922	\$ 824,101	\$ 836,462	\$ 849,009
500 Supplies and Materials	\$ 41,895	\$ 83,337	\$ 84,587	\$ 85,856	\$ 87,144
600 Capital Outlay -New	\$ 22,100	\$ -	\$ -	\$ -	\$ -
700 Capital Outlay - Replacement	\$ -	\$ -	\$ -	\$ -	\$ -
800 Other	\$ 22,420	\$ 21,500	\$ 21,823	\$ 22,150	\$ 22,482
Total Operating Disbursements	\$ 2,510,537	\$ 2,605,098	\$ 2,693,954	\$ 2,745,748	\$ 2,799,947
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (582,833)	\$ (663,332)	\$ (722,743)	\$ (744,642)	\$ (768,489)
<u>Nonoperating Receipts/(Disbursements)</u>					
Federal Grants (all 4000 except fund 532)	\$ 209,147	\$ 271,767	\$ 275,844	\$ 279,981	\$ 284,181
State Grants (3200, except 3211)	\$ 1,800	\$ 1,800	\$ 1,827	\$ 1,854	\$ 1,882
Local Property Tax Revenue	\$ 82,761	\$ 114,249	\$ 117,105	\$ 120,033	\$ 123,034
Distribution from Casino Tax Revenue	\$ 12,157	\$ 13,473	\$ 13,810	\$ 14,155	\$ 14,509
Donations (1820)	\$ 160,348	\$ 416,666	\$ 333,334	\$ 250,000	\$ 225,000
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Total Nonoperating Revenues/(Expenses)	\$ 466,213	\$ 817,955	\$ 741,920	\$ 666,023	\$ 648,606
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ (116,620)	\$ 154,623	\$ 19,177	\$ (78,618)	\$ (119,883)
Fund Cash Balance Beginning of Fiscal Year	\$ 646,159	\$ 529,539	\$ 684,162	\$ 703,338	\$ 624,720
Fund Cash Balance End of Fiscal Year	\$ 529,539	\$ 684,162	\$ 703,338	\$ 624,720	\$ 504,837

Forecasted

	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
Assumptions:					
Total Enrollment	241.03	255.00	255.00	255.00	255.00
Opportunity Grant per FTE Student	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Estimated Per Pupil Revenue	\$ 9,932.03	\$ 10,822.44	\$ 10,639.73	\$ 10,459.33	\$ 10,510.05
Estimated Per Pupil Expenses	\$ 10,415.87	\$ 10,216.07	\$ 10,564.53	\$ 10,767.64	\$ 10,980.19

ATTACHMENT 10.1 LIABILITY INSURANCE

1. Declarations page(s) showing:
 - a. General liability insurance (at least \$1 million per occurrence and \$3 million in aggregate)
 - b. Excess or umbrella policy extending coverage as primary coverage for at least \$5 million
 - c. Directors and officers liability and errors and omissions coverage (at least \$1 million per occurrence, not claims-made coverage)
 - d. Property insurance

NOTE: Insurance coverage must be for School, Governing Authority, its Directors, Officers, and employees. The coverage must also include Sponsor as additional insured on its general liability and directors and officers liability policies. The School must have a policy in place to notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to or cancellation of the coverage above.



PROTECTION SUMMARY

Prepared for:
Village Preparatory School
Village Preparatory School: Woodland Hills Campus
Cleveland Entrepreneurship Preparatory School
Entrepreneurship Preparatory School: Woodland Hills Campus
Citizens Academy
Citizens Academy East
Citizens Leadership Academy
Near West Intergenerational School
The Intergenerational School
Lakeshore Intergenerational School
Citizens Academy Southeast
Village Preparatory School: Willard Campus

By: *Tom Van Auken, CPCU, ARM, CIC, CSR, CRA, CWCA*
Executive Vice President
tvauker@oneillinsurance.com

and
By *Mark Anderson, CIC, AIC, CPCU*
Commercial Risk Manager
manderson@oneillinsurance.com

The O'Neill Group

Beyond Insurance 365™

www.oneillinsurance.com
111 High St., Wadsworth, Ohio 44281
Tel. (330) 334-1561 Fax (330) 336-5697

THE O'NEILL GROUP

Mission Statement

Our mission is to protect the assets and financial resources of our clients.

This summary is for illustration purposes only; it is not a legal contract. It is provided to facilitate your understanding of your insurance program. Please refer to the actual policies for specific terms, coverage, conditions, limitations and exclusions that will govern the event of a loss.

Specimen copies of all policies are available for review prior to the binding of coverage. In assisting you with your insurance needs, we have been dependent upon information provided to us by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring them to our attention.

Should any of your business operations or exposures to loss change after coverage is bound, it is your responsibility to let us know promptly so proper coverage(s) can be discussed.

NAMED INSURED LIST

Village Preparatory School
DBA Village Prep Cliffs

Village Preparatory School: Woodland Hills Campus
DBA Village Prep Woodland Hills

Cleveland Entrepreneurship Preparatory School
DBA E Prep Cliffs

Entrepreneurship Preparatory School: Woodland Hills Campus
DBA E Prep Woodland Hills

Citizens Academy

Citizens Academy East

Citizens Leadership Academy

Citizens Academy Southeast

Near West Intergenerational School

The Intergenerational School

Lakeshore Intergenerational School

Village Preparatory School III
DBA Village Preparatory School Willard

INSURED LOCATIONS

10118 Hampden Avenue
Cleveland, Ohio 44108

9201 Crane Avenue
Cleveland, Ohio 44105

9711 Lamont Avenue
Cleveland, Ohio 44106

12523 Woodside Avenue
Cleveland, Ohio 44108

1415 East 36th Street
Cleveland, Ohio 44114

3805 Terrett Avenue
Cleveland, Ohio 44113

11327 Shaker Boulevard
Cleveland, Ohio 44104

18022 Neff Road
Cleveland, Ohio 44119

17900 Harvard Avenue
Cleveland, Ohio 44128

2220 West 93rd Street
Cleveland, Ohio 44102

COMMERCIAL PROPERTY INSURANCE

INSURER: Wright Risk Management
POLICY NUMBER: CND-OH-EPP-19274-002
POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

Real & Personal Property

Amounts of Insurance:

\$7,033,500 Blanket Building, Business Personal Property
\$5,474,070 Blanket Business Income & Extra Expense

Perils Insured: Special Cause of Loss

Co-Insurance: 100% Agreed Value

Property Valuation: Replacement Cost

Deductible: \$5,000 72 Hours: Business Income & Extra Expense

Ordinance or Law:

A – Loss to value of undamaged portion of building - 110%
B – Demolition cost to demolish undamaged portion of building - \$250,000
C – Increased Cost to reconstruct building due to ordinance or Law - \$250,000

Earthquake: \$1,000,000 Limit with 10% deductible

Electronic Data Hardware and Software:

\$3,531,000 Limit
\$1,000 Deductible

Flood Insurance:

\$1,000,000 Limit
\$25,000 Deductible

Special Coverage Consideration:

- Honor Roll Plus Enhancement Form CPR7602

EQUIPMENT BREAKDOWN INSURANCE

INSURER: Wright Risk Management
POLICY NUMBER: CND-OH-EPP-19274-002
POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

Limit of Insurance:	\$7,033,500
Deductible:	\$ 5,000
Loss of Income Extra Expense	\$1,500,000

Special Coverage Considerations:

Spoilage	\$ 500,000
Data Restoration	\$ 100,000
Demolition	\$2,000,000
Expediting Expense	\$ 500,000
Hazardous Substance	\$ 250,000
Newly Acquired Locations	\$1,000,000
Computer Equipment	Included
Increased Cost of Construction	\$2,000,000
Service Interruption	\$ 250,000
CFC Refrigerants	Included

(INSERT MASTER UNDERWRITING SCHEDULE)

COMMERCIAL GENERAL LIABILITY INSURANCE

INSURER: Wright Risk Management
POLICY NUMBER: CND-OH-EPP-19274-002
POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

Limits of Liability:

\$3,000,000	General Aggregate
\$3,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$ 500,000	Damage to Premises Rented to You (Any One Premises)
\$ 15,000	Medical Expense (Any One Person)

Special Coverage Considerations:

1) Employee Benefits

\$1,000,000 Each Employee
\$1,000,000 Aggregate Limit
\$ 1,000 Deductible
Retroactive Date: 09/01/1999

2) Employer's Liability (Ohio Stop Gap)

\$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Aggregate

3) Adverse Event Response

\$ 1,000,000 Each Violent Event
\$ 50,000 Each Person
\$ 1,000,000 Aggregate

4) Innocent Party Defense

\$ 300,000 Aggregate Limit

5) Educator's Legal Liability

Coverage includes E&O/D&O and EPLI

\$1,000,000 Limit of Insurance

\$3,000,000 Aggregate Limit

\$ 100,000 Non-Monetary Defense Limit

\$ 100,000 Non-Monetary Defense Aggregate Limit

\$ 5,000 Deductible

Retroactive Date: 9/1/1999

6) Sexual Misconduct

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

7) Corporal Punishment

\$1,000,000 Limit

EMPLOYEE DISHONESTY AND CRIME INSURANCE

INSURER: Wright Risk Management
POLICY NUMBER: CND-OH-EPP-19274-002
POLICY PERIOD: October 15, 2016 to October 15, 2017
COVERAGE:

Limits of Insurance:

Employee Dishonesty (including ERISA)	\$1,000,000
Forgery or Altercations	\$ 250,000
Theft of Money and Securities – Inside	\$ 10,000
Theft of Money and Securities – Outside	\$ 10,000
Computer Fraud	\$ 250,000
Deductible:	\$ 1,000

AUTOMOBILE INSURANCE

INSURER: Wright Risk Management

POLICY NUMBER: CND-OH-CAP-19275-002

POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

Hired and Non-Owned Automobile Liability \$1,000,000

Hired Auto Physical Damage: \$ 50,000

Deductible \$ 500

COMMERCIAL UMBRELLA LIABILITY

INSURER: Wright Risk Management

POLICY NUMBER: CND-OH-EXL-19277-002

POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

Each Occurrence Limit	\$15,000,000
Aggregate Limit	\$15,000,000
Self-Insured Retention	\$ -0-

Schedule of Underlying Insurance:

- General Liability
- Automobile Liability
- Employee Benefits Liability
- Sexual Misconduct Liability
- Educator's Legal Liability

STUDENT ACCIDENT POLICY

INSURER: Markel Insurance Company
POLICY NO: MAR16350
POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

\$250,000	Aggregate Limit of Indemnity
\$ 500	Deductible
\$ 10,000	Aggregate Maximum of Medical Expense
\$ 500	Deductible
\$ 10,000	Accidental Death and Dismemberment Benefit

Student Breakdown by School (3,433 is the current 2016-2017 Student Total)

- Village Prep School: DBA Village Prep Cliffs – 395
- Village Prep School: Woodland Hills Campus DBA Village Prep Woodland Hills - 421
- Cleveland Entrepreneurship Prep School DBA E Prep Cliffs - 309
- Entrepreneurship Prep School: Woodland Hills Campus DBA E Prep Woodland Hills - 288
- Citizens Academy DBA Citizens Academy - 408
- Citizens Academy East - 407
- Citizens Leadership Academy - 268
- Citizens Academy Southeast - 259
- Near West Intergenerational School - 213
- The Intergenerational School - 232
- Lakeshore Intergenerational School - 175
- Village Prep: Willard - 58

ALLOCATION OF ANNUAL PREMIUM

COVERAGE	2014-2015	2015-2016 (Expiring)	2016-2017
Package Policy (General Liability, SLEO, Computer Equipment, Property, Automobile, and Educators Legal Liability)	\$58,188	\$58,146	\$59,200
\$15,000,000 Umbrella Liability	\$17,140	\$16,966	\$17,951
Flood Insurance (\$400 Billed to BCS)	Included	Included	Included
Sub-Total	\$75,328	\$75,112	\$77,151
Student Accident Insurance	\$ 8,658	\$ 9,452	\$ 9,433
Grand Total	\$83,986	\$84,333	\$86,584

***Optional Estimates for 5 Separate Board Policies:**

- 1 Million Liability Limit per Policy **\$8,000 each**
- 5 Million Liability Limit per Policy: **\$12,000-\$20,000 each**

Recommended Additional Coverage Options:

1. Cyber Liability - \$1,000,000 Limit: **\$10,500***
*Premium is based on 55 Million Projected Revenues
Signed Application required to Bind Coverage
2. Fiduciary Liability - \$1,000,000 Limit: **\$500**
3. Law Enforcement Liability - \$1,000,000 Limits: **Estimated Premium \$1,000-\$1,500**

RENEWAL RATE COMPARISON			
Coverage	Rates 2015-2016	Rates 2016-2017	Year to Year
Property	\$.191	\$.197	3.1%
Liability/Educators Legal Liability	\$12.47	\$12.38	- 1%
Umbrella	\$5.61	\$5.94	5.8%
Coverage	Exposures 2015-2016	Exposures 2016-2017	Year to Year
Property	\$6,933,500	\$7,033,500	1.4%
Liability/Educators Legal Liability	3,022	3,648	20.7%
Umbrella	3,022	3,648	20.7%

ATTACHMENT 11.6

PERFORMANCE ACCOUNTABILITY FRAMEWORK

The Sponsor is responsible to provide monitoring, oversight, and technical assistance to the community schools that it sponsors. This attachment describes a comprehensive performance accountability and compliance monitoring system, and it provides the information that will be used in making rigorous and standards-based renewal, revocation, and intervention decisions. At the core of these decisions, the Sponsor considers the well-being and interests of the students served by the community school.

This attachment includes (a) the framework by which ESCLEW will assess the performance of the School, (b) the interventions and technical assistance that ESCLEW may utilize, and (c) the academic and non-academic performance goals of the School.

A. Performance Assessment

The Performance Assessment details several items that the Sponsor will review in its oversight of the School as part of its normal oversight or through a high stakes review. The Sponsor will conduct a high stakes review of the school upon renewal, and at least every five years, and may conduct additional reviews at any other point that the Sponsor deems necessary, at its discretion. If an issue arises or is discovered, the Sponsor will utilize targeted intervention(s) listed under section B below, including any technical assistance necessary to assist the School.

Overview – Areas of Assessment

- Mission and Vision Statements
- Governance
- Fiscal or Financial Matters
- Operations, Recordkeeping, Reporting, and Data
- Special Education and Other Diverse Learning Needs
- Academics

Mission and Vision Statements

- Clear and specific mission statement
- Relevant and compelling vision statement
- Evidence of progress in meeting mission and vision
- Evidence of mission-driven decision-making in policies, curriculum, and programming

Governance

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)
- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes
- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

Fiscal or Financial Matters

- Timely submission of financial documentation to Sponsor, including:
 - Balance sheet – statement of financial position
 - Income statement – statement of activities
 - Monthly budget to actual, including all revenue sources
 - Monthly separated grants reporting
 - Monthly enrollment reports
- Red flag financial concerns: significant changes in enrollment, significant changes in policy environment, loss of a particular revenue stream, facility changes, significant turnover in leadership
- Timely payment on all loans/debts
- Financial audit, including timely follow-up on findings and/or material non-compliance
- Solid business plan and clear evidence of capacity to carry out plan
- Sound management and competence in understanding of proper use of public funds
- Grounded in professional standards for sound financial operations and sustainability
- Consistency of financial reporting at governing authority meetings
- Other finance related compliance reports

Operations, Record-Keeping, Reporting, and Data

- Fair treatment, non-selective, and non-discriminatory access in admissions
- Fair and consistent treatment in discipline, with a focus on positive behavioral intervention supports
- Timely and accurate reporting to state data systems
- Appropriate attendance record-keeping and addressing excessive flagging
- Timely response to sponsor requests on interventions and routine compliance follow-ups
- Compliance with public records law, including trained public records officer
- Annual report with clear and accurate performance data

Special Education and Other Diverse Learning Needs

- Appropriate services for all students
- Appropriate access, education, support services and outcomes for students with special education and other diverse learning needs, including English language learners, migrant, and homeless students
- Compliance with policies and procedures for identification, evaluation, and referral of students with disabilities under IDEA and Section 504
- Compliance with all state and federal timelines and reporting requirements
- Proper due process notifications
- Appropriate discipline administration and discipline training for staff, including restraint, seclusion, and positive behavioral intervention supports

If the School has a majority of students with special needs, the School is expected to provide a learning environment that accomplishes the goals of these students in a manner superior to others. The Sponsor expects to see evidence of success for the special education population that exceeds progress in other environments, with methods that are innovative and effective in order to produce such success.

Academics

The School should be prepared to assess every measure listed below, and every component of every measure by data, in order to enhance targeted assistance. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017. The School understands that, every year, additional measures and components may be added and graded and that an overall grade will be calculated starting in Fiscal Year 2018.

- **Achievement** represents whether student performance on state tests meets established thresholds and how well students performed on tests overall. Achievement includes the Performance Index, which assesses the achievement of every student and assigns points for each level of achievement. The Achievement measure also includes Performance Indicators. The indicators show how many students have a proficient

level of knowledge. Schools “meet” an indicator when a designated percentage of students score proficient or higher. Anything below a “C” grade will require targeted assistance.

- **Progress** represents the growth that students are making based on their past performances. The “Value-Added” measures include All Students, Gifted Students, Students in the Lowest 20% of Statewide Achievement, and Students with Disabilities. Anything below a “C” grade will require targeted assistance.
- **Gap Closing** measures how well schools are meeting performance expectations for vulnerable populations of students in English language arts, math, and graduation rates, by measuring each group against the collective performance of all students in Ohio. Anything below a “C” grade will require targeted assistance.
- **Graduation Rate** measures the percentage of students who successfully finish high school in four or five years. Anything below a “C” grade will require targeted assistance.
- **K-3 Literacy** measures how successful schools are at getting struggling readers on track to proficiency by the end of third grade. Anything below a “C” grade will require targeted assistance.
- **Prepared for Success** measures whether graduates are prepared for college and/or career opportunities. Prepared for Success measures preparedness by looking at College Admission Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate participation and scores. Anything below a “C” grade will require targeted assistance.
- **Other Measures of Academic Success**, including:
 - Other assessments conducted by school (NWEA, etc.)
 - Ohio Improvement Process
 - Assessments and interventions required by Third Grade Reading Guarantee
 - Incorporation of Common Core analytic understanding
 - Mission-specific performance measures of academic success
 - Comparison of student performance data with data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
 - Post-secondary readiness, if applicable

B. Technical Assistance, Interventions, and Statutory Consequences

The technical assistance and interventions listed below provide guidance and notice for the types of intervention that the Sponsor may take if the School fails to perform satisfactorily in the areas reviewed as through the performance assessment framework or if the School does not meet its contract goals. The Sponsor will make attempts to both streamline and customize interventions based on the School’s operational structure and mission. The interventions may occur as part of a Corrective Action Plan or independently.

Many of the interventions listed below require the Sponsor to provide technical assistance. The Sponsor has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies. All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies, or cures imposed by Sponsor may be, but are not limited to the following:

Mission and Vision Statements Interventions

- Sponsor technical assistance in strategies to achieve the School’s mission, which may include aspects of culture, parent satisfaction, or other visions stated in the Contract, curriculum, or programming
- Sponsor assessment of leadership with the Board or the administration and mutual plan to correct weaknesses in meeting mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at School’s cost.
- Leadership training in area of desired goals and why they are not being reached or how to reach them more effectively, at School’s cost
- Other tailored interventions based on the specific circumstances

Governance Interventions

- Sponsor technical assistance
- Targeted technical assistance in procedure, minutes, motions, notices, or similar governance matters
- Workout session held by Sponsor
- Recommendations of Sponsor to be followed by Board as to dysfunctions and options for resolving them
- Review and required changes of Code of Regulation, governance policies, or other rules or practices affecting governance
- Clear guidance written into policy and adherence to guidance, as to roles and responsibilities
- Required replacement of absenteeism or members hampering business or quorum
- Required agreement of Board to dismiss board member or officer violating policy, law, procedure, rules, the Code, or other customary good governance precepts
- Training using trainer suggested by or acceptable to Sponsor, at School's cost
- Other tailored interventions based on the specific circumstances

Fiscal or Financial Matters Interventions

- Sponsor technical assistance
- Enhanced and more accurate financial reports required, such as additional financial documentation, debt-to-asset ratios, cash flow analyses, requirements of debt to service coverage ratios, enrollment variances and withdrawal frequencies, requirements of minimum unrestricted cash, and increased transparency enhancements for analytical purposes
- Compliance plans for recurring or material findings
- Contingency plans addressing potential funding shortfalls or other disruptive events
- Finance committee or finance expert on the board
- Pre-audit exercise with qualified Treasurer consultant, at the School's cost.
- Independent training, at the School's cost
- Other tailored interventions based on the specific circumstances

Special Education and Other Diverse Learning Needs Interventions

- Sponsor technical assistance, including but not limited to Sponsor audit of files
- Legal review of practices and procedures targeted to issues discovered, at School's cost
- State audit of files and State training, at School's cost (if any cost required)
- Training, at the School's cost
- Independent Audit, at the School's cost
- Other tailored interventions based on the specific circumstances

Academic Interventions

- Corrective Action Plan
- Sponsor technical assistance
- Targeted intervention by the Sponsor as defined below
 - Face to face meetings and increased reporting to Sponsor on progress
 - Checklists, plans to cure, and periodic data reporting
 - Revisions to the Ohio Improvement Plan
 - Required academic or professional assistance
 - Parent Engagement to support students in academics, attendance, and curriculum
 - Curriculum Mapping
 - Study of Ohio's New Learning Standards and or the Next Generation of Assessments in Ohio
 - OTEs and OPES evaluations of staff
 - Required training on the Ohio report card indicators or components
 - Targeted coaching, at the School's cost
 - Targeted tutoring before or after school and/or weekends, at the School's cost

Corrective Action Plans and Targeted Intervention

Designation on the Ohio Local Report Card of a D or F in any measure, or any relative weakness in a component or measure, will trigger targeted intervention. The first step of that intervention will be the School's submission of all data which make up the measure, or components of that measure, and which components have caused the grade of a D or F. The School must list each component with all proof of accurate data to support it, and the School must report quarterly on academic data for measures and components identified as weaknesses.

ESCLEW will require the School to develop a Corrective Action Plan (CAP) if the School fails to meet contract goals under section C of this Attachment, has historically low achievement in any area or measure, or if there are sudden negative changes in any area or measure. ESCLEW will work with the School to develop the CAP and will utilize other appropriate entities or resources, as it deems necessary.

All academic interventions outlined in the CAP require a thorough understanding of weaknesses, based on data derived from assessment tools selected in conjunction with the Sponsor, a thorough understanding of in which measure and which component within a measure the weakness occurs, and a targeted plan to cure that particular weakness or those weaknesses.

Once the CAP is in place, it will be monitored monthly by the Sponsor to assess the School's progress toward meeting the goals. Should the School fail to make adequate or appropriate progress, the plan may be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

Renewal and Non-Renewal

A non-renewal may occur in accordance with any cause allowed by R.C. Chapter 3314 or the Contract. In making renewal decisions, the Sponsor will assess the School's academic performance and progress, as well as its non-academic goals, in conjunction with the information provided with the School's renewal application and through the Sponsor's high stakes review. Failure to meet contract goals or appropriately address required interventions or corrective action may result in non-renewal or probationary one-year contract term.

Currently, schools in which a majority of the enrolled students are children with disabilities receiving special education and related services are exempt from statutory closure on the basis of academic performance. However, the Sponsor may non-renew or otherwise discipline a special education status school if it fails to meet its goals.

Comments on Statutory Consequences

Probation, which may lead to suspension, may be used for any cause allowed by the Ohio Revised Code, including but not limited to:

- Untimely submissions or lack of cooperation in submissions required by the State or the Sponsor for two or more times per year, or for over five business days
- Lack of compliance with laws or the Contract
- Failure to achieve academic goals, as listed in the Performance Accountability Framework
- Any fiscal matter of any level of risk
- Governance, administrative, or minor financial issues that can be adequately corrected by a Plan to Cure acceptable to Sponsor
- Potential or actual ethics or conflicts violations

Suspension, which may lead to termination, is more likely to be used for matters such as, but not limited to:

- Health or safety matters
- Consistent failure to achieve academic goals, despite corrective action plans and technical assistance
- Money owed to the State or its agencies, vendors, or the Sponsor that is delinquent, overextended, or may or does render insolvency
- Inability to make payroll
- Undisclosed debt or obligations

- Lack of accuracy in or misrepresentation, cheating, or fraud in any reporting figures, data, or testing results that is not corrected within timeframes allowed by law or which create financial, reputational, governance or academic risk
- Other matters of noncompliance, the magnitude or risk of which may be assessed by Sponsor as good cause or allowed by the Code
- Uncorrected or actual ethics or conflict violations
- Inability to meet, or lack of progress in meeting, the terms of the Contract, the laws, rules, regulations or requirements, or the reasonable requests of Sponsor geared to correct deficiencies as cited in a probation notice or corresponding corrective action plan

Termination of the Contract will occur if the School fails to develop a corrective action plan or fails to comply with or remedy the problems cited in the corrective action plan developed with the Sponsor as part of a suspension.

Permanent closure under R.C. 3314.35 or 3314.351 will occur under the following circumstances:

- For schools with grades no higher than 3, for two of the past three years, the school has either been in academic emergency, received an F in improving literacy in grades K-3, or received an overall F.
- For schools with grades 4-8, but no higher than 9, for two of the past three years, the school has either been in academic emergency and not met value-added growth, received an F for the performance index score and an F for value-added progress, or received an overall F and an F for value-added progress.
- For schools with grades 10-12 that are not drop-out recovery schools, for two of the past three years, the school has either been in academic emergency, received an F for the performance index score and not met AMOs, or has received an overall F and an F for value-added progress
- For drop-out recovery and prevention program schools, for two of the past three years and beginning on July 1, 2014, the school received a designation of “does not meet standards.”

C. School-Specific Performance Goals and Measures

This section of Attachment 11.6 provides the academic and non-academic goals and performance measures by which the Sponsor will evaluate the School. Goals must be specific, targeted, measurable, and rigorous. The goals must include a level or rate of increase, and they must include subgroup targets. The School recognizes that these goals may be revised if the make-up of the School (grades served, etc.) significantly changes or if the standards by which the School is judged by the State change. Schools should include goals for each year of the Contract or up to three years. If a School has a contract length longer than three years, a goal evaluation will be performed after three years, and the School acknowledges that it will re-assess goals at that time, if not sooner.

The Sponsor will review the School’s progress toward performance goals during site visits and through data submission on a periodic basis throughout the school year. From time to time, the Sponsor may request evidence or other documentation showing progress or efforts toward attaining contract goals. If progress is not evident or if it is insufficient, the Sponsor may, at its discretion, require additional targeted assistance or intervention. If a particular goal is no longer applicable or realistic, the Sponsor may request that the School submit revised goals by which the School will be judged in renewal or termination decisions. The School agrees to submit such revised goals no later than three weeks after the Sponsor’s request.

The Intergenerational Mission Statement

Our Mission: The Intergenerational School connects, creates, and guides a multigenerational community of lifelong learners and spirited citizens.

Our Vision: The Intergenerational Schools are successful intergenerational learning communities that are transforming Cleveland, and the world, into a better and more equitable global community. The Intergenerational Schools will serve as a model to encourage and assist other communities to create similar learning environments.

Our Values: Personal integrity, a work ethic, choice and accountability, celebration of diversity, interpersonal skills, shared and responsible use of resources, honoring the interconnected web of life and time.

		Measure	2015—2016 Data	2016-17 Data	2017-18 Goal	2018-19 Goal	2019-2020 Goal				
Mission Specific Goal		The Intergenerational School will continue to grow the number of community partners which collaborate with our intergenerativity (IG) work on an annual basis. Moving to the St. Luke;s campus was a bonus because two wings of the building are for affordable senior housing.	We had engaging experiences with our regular IG partners and have yet to engage the St. Luke’s residents.	This year our goal was to engage residents of St. Luke’s We invited them to a movie, a play, gardening experience and line dancing.	To increase our engagement with the residents of St. Luke’s by 25%	To further increase our engagement with St. Luke’s residents by another 25%.	To further increase our engagement with St. Luke’s residents by another 25%.				
Achievement	Measure	2015-16 Data		2016-17 Goal		2017-18 Goal		2018-19 Goal		2019-20 Goal	
	State Assessments (AIR)	Grade 3 %				Grade 3		Grade 3		Grade 3	
Reading		38	Read	40	Reading	42	Reading	44	Reading	46	
Math		67	Math	70	Math	74	Math	78	Math	81	
Grade 4				Grade 4		Grade 4		Grade 4			
ELA		33	ELA	35	ELA	36	ELA	38	ELA	40	
Math		42	Math	44	Math	46	Math	49	Math	51	
SS		83	SS	87	SS	92	SS	96	SS	100	
Grade 5				Grade 5		Grade 5		Grade 5			
ELA		54	ELA	57	ELA	60	ELA	63	ELA	66	
Math		33	Math	35	Math	36	Math	38	Math	40	
Science		37	Science	39	Science	41	Science	43	Science	45	
Grade 6				Grade 6		Grade 6		Grade 6			
ELA		30	ELA	32	ELA	33	ELA	35	ELA	36	
Math		26	Math	27	Math	29	Math	30	Math	32	
SS		39	SS	41	SS	43	SS	45	SS	47	
Grade 7				Grade 7		Grade 7		Grade 7			
ELA		67	ELA	70	ELA	74	ELA	78	ELA	81	

		Math	67	Math	70	Math	74		Math	78		Math	81	
		Grade 8		Grade 8		Grade 8			Grade 8			Grade 8		
		ELA	63	ELA	66	ELA	69		ELA	73		ELA	77	
		Math	58	Math	61	Math	64		Math	67		Math	70	
		Science	58	Science	61	Science	64		Science	67		Science	70	
	% of Indicators Met	2015-2016 Data		2016-2017 Goal		2017-2018 Goal		2018-2019 Goal		2019-20				
		6%		12%		19%		25%		31%				

Achievement	Performance Index	2015-2016 Data		2016-2017 Goal	2017-18 Goal		2018-19 Goal		2019-20 Goal		
		Limited	20.5%	19	Limited	16	Limited	13	Limited	8	
		Basic	29.2%	27	Basic	24	Basic	21	Basic	19	
		Proficient	26.2%	28	Proficient	31	Proficient	34	Proficient	38	
		Accelerated	15.6%	17	Accelerated	19	Accelerated	21	Accelerated	23	
		Advanced	8.5%	9	Advanced	10	Advanced	11	Advanced	12	
		Advanced Plus	0.0%	0	Advanced Plus	0	Advanced Plus	0	Advanced Plus	0	

Progress	Value added Score (Including subgroups)	2015-2016 Data		2016-2017 Data		2017-2018 Goal		2018-2019 Goal		2019-2020 Goal		
		Reading		Reading		Reading		Reading		Reading		
		Grade 4	-0.64	Grade 4	.36	Grade 4		1.36	Grade 4	2.36	Grade 4	3.36
		Grade 5	-2.09	Grade 5	-1.09	Grade 5		-.09	Grade 5	.91	Grade 5	1.91
		Grade 6	-0.45	Grade 6	0.55	Grade 6		1.55	Grade 6	2.55	Grade 6	3.55
		Grade 7	.42	Grade 7	1.42	Grade 7		2.42	Grade 7	3.42	Grade 7	4.42
		Grade 8	-1.10	Grade 8	-.10	Grade 8		.90	Grade 8	1.90	Grade 8	2.90
		Math		Math		Math		Math		Math		
		Grade 4	-6.35	Grade 4	-5.35	Grade 4	-4.35	Grade 4	-3.35	Grade 4	-2.35	
		Grade 5	-0.65	Grade 5	.35	Grade 5	1.35	Grade 5	2.35	Grade 5	3.35	
		Grade 6	-1.22	Grade 6	-.22	Grade 6	.78	Grade 6	1.78	Grade 6	2.78	

	Grade 7	-3.00	Grade 7	-2.00	Grade 7	-1.00	Grade 7	.02	Grade 7	1.02
	Grade 8	-2.43	Grade 8	-1.43	Grade 8	-.43	Grade 8	.57		1.57

Gap Closing	Annual Measurable Objectives (AMO)	2015-2016 Data		2016-2017 Goal		2017-2018 Data		2018-2019 Data		2019-20 Data	
		Reading %		Reading		Reading		Reading		Reading	
	AS	49	AS	51	AS	54	AS	57	AS	59	
	ED	40	ED	42	ED	44	ED	47	ED	49	
	AA	47	AA	50	AA	52	AA	55	AA	57	
		Math %		Math		Math		Math		Math	
	AS	48	AS	51	AS	53	AS	56	AS	58	
	ED	39	ED	41	ED	43	ED	45	ED	47	
	AA	47	AA	50	AA	52	AA	55	AA	57	

	Measure	2014-2015 Data	2015-2016 Data	2016-2017 Goal	2017-2018 Goal	2018-2019 Goal
Graduation Rate	4 and 5 Year Graduation Rate	N/A	N/A	N/A	N/A	N/A

	Measure	2-14-2015 Data	2015-2016 Data	2016-2017 Goal	2017-2018 Goal	2018-2019 Goal
K-3 Literacy Improvement	% moving from not on track to on track	N/A Not enough students to track				

	Measure	2014-2015 Data	2015-2016 Data	2016-2017 Goal	2017-2018 Goal	2018-2019 Goal
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Prepared for Success	Component grade/% of students	N/A	N/A	N/A	N/A	N/A
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	Measure	2015-2016 Data		2016-17 Data		2017-2018 Goal		2018-2019 Goal		2019-2020 Goal	
		Reading % at RIT Proficient		Reading % at RIT Proficient		Reading % RIT Proficient		Reading % RIT Proficient		Reading % RIT Proficient	
Student Performance	NWEA MAP Assessments	Grade 3	71%	Grade 3	52	Grade 3	55	Grade 3	57	Grade 3	60
		Grade 4	67%	Grade 4	43	Grade 4	45	Grade 4	47	Grade 4	50
		Grade 5	63%	Grade 5	39	Grade 5	41	Grade 5	43	Grade 5	45
		Grade 6	74%	Grade 6	73	Grade 6	77	Grade 6	80	Grade 6	85
		Grade 7	67%	Grade 7	57	Grade 7	60	Grade 7	63	Grade 7	66
		Grade 8	16%	Grade 8	72	Grade 8	76	Grade 8	79	Grade 8	83
		Math% Proficient		Math % > Proficient		Math% > Proficient		Math % > Proficient		Math% > Proficient	
		Grade 4	75%	Grade 4	39	Grade 4	41	Grade 4	43	Grade 4	45
		Grade 5	21%	Grade 5	31	Grade 5	33	Grade 5	34	Grade 5	36
		Grade 6	48%	Grade 6	39	Grade 6	41	Grade 6	43	Grade 6	45
		Grade 7	47%	Grade 7	20	Grade 7	21	Grade 7	22	Grade 7	23
		Grade 8	20%	Grade 8	81	Grade 8	85	Grade 8	89	Grade 8	94

The Intergenerational School—Non-Academic Performance Goals

	Measure	2015-2016 Data	2016-2017 Data	2017-2018 Goal	2018-2019 Goal	2019-2020 Goal
Attendance	Attendance as reported through EMIS and assessed on the local report card	96.7%	96%	96%	96%	96%

Parent Satisfaction	Parents have an opportunity to respond to a locally developed satisfaction survey	62% *Parent response rate	67% *Parent response rate	72% *Parent response rate	75% *Parent response rate	78% *Parent response rate
Financial Performance	Financial performance will be measured by the school's record in producing auditable and compliant financial records as determined by ODE, ESCLEW, and the Auditor of State.	Clean audit by state approved auditor	Clean audit by state approved auditor	Clean audit by state approved auditor	Clean audit by state approved auditor	Clean audit by state approved auditor
Financial Sustainability	Financial sustainability will be assured by meeting or exceeding enrollment projections	FTE: 250.15 Budgeted enrollment: 250 (100%)	90% retention during re-enrollment. Overall enrollment stays above 95% of budget.	90% retention during re-enrollment. Overall enrollment stays above 95% of budget.	90% retention during re-enrollment. Overall stays above 95% of budget.	90% retention during re-enrollment. Overall stays above 95% of budget.
Governing Board Performance	Board members will maintain an 80% attendance rate at all regular meetings (as measured by approved meeting minutes)	62%	70%	80%	80%	80%