

MODIFICATION NO. 9
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Summit Academy Community School for Alternative Learners- Canton (“Governing Authority” or “School”)

WHEREAS, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract (“Contract”) effective on July 1, 2017; and

WHEREAS, the ESCLEW and the Governing Authority agree to the following modifications;

NOW THEREFORE, the parties modify the Contract as follows:

1. Article IV, Section 4.1.

- a. In the first sentence of the section insert “3313.753,” “3319.614,” and “3320.04.” in the appropriate numerical order.
- b. In the first sentence of the section delete “3313.6015.”
- c. Delete “including division (E) of that section to the extent possible” from the third paragraph.
- d. In the fourth paragraph remove “(A)(4)(b)” and replace with “(B)(2).”
- e. The rest of Section 4.1 remains as originally written in the Contract.

2. Article IV, Section 4.3. Insert the following new sentences at the end of the section:

The School shall also require in-service training on child sexual abuse, which shall be presented by either a prosecutor or law enforcement officer who has experience in handling cases involving child sexual abuse or child sexual violence. The School shall require training in the use of an automated external defibrillator (“AED”) and cardiopulmonary resuscitation (“CPR”) by all teachers, principals, administrative employees, coaches, athletic trainers, any other person that supervises interscholastic athletics, and any other employee subject to in-service training requirements. AED and CPR training shall be incorporated into in-service training.

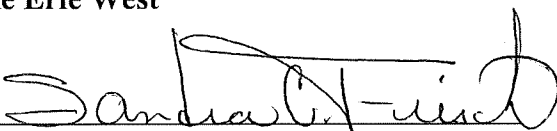
The rest of Section 4.3 remains as originally written in the Contract.

3. Article IX, Section 11.15. Insert “and receive prior approval of” after the word “notify”. The rest of Section 11.15 remains as originally written in the Contract.

4. **Attachment 3.2** shall be replaced in its entirety with the attached.
5. **Attachment 6.12** shall be replaced in its entirety with the attached.
6. **Attachment 6.13** shall be replaced in its entirety with the attached.
7. **Attachment 9.5** shall be replaced in its entirety with the attached.
8. **Attachment 11.6** shall be replaced in its entirety with the attached.

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.

**Educational Service Center of
Lake Erie West**

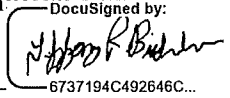
By: 
(Signature)

Its: Superintendent

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

Date: 2-13-2025

**Governing Authority of
Summit Academy Community School for
Alternative Learners - Canton**

By: 
(Signature)

Its: President

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

Date: 1/24/2025

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), operator contracts 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.

MANAGEMENT AGREEMENT SECOND AMENDMENT

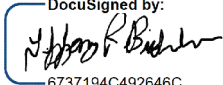
This second amendment is made to the agreement between Summit Academy Community School for Alternative Learners – Canton and Summit Academy Management dated July 1, 2017, attached hereto.

- I. Amendment to Article I - Term. The amended management agreement is set to expire on June 30, 2024. Both parties desire to extend the agreement by one year to expire on June 30, 2025.

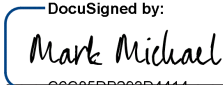
All other terms and conditions of the amended management agreement remain unchanged and in effect. This second amendment is hereby incorporated by reference, as if fully rewritten therein.

Signed:

Summit Academy Community School for Alternative Learners – Canton

By: 
6737194C492646C...
Name: Tiffany Biedenbach
Title: Governing Authority President
Date: 5/20/2024

Summit Academy Management

By: 
C6C85DB293D4414...
Name: Mark Michael
Title: VP of Operations/General Counsel
Date: 6/10/2024

MANAGEMENT AGREEMENT SECOND AMENDMENT

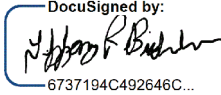
This second amendment is made to the agreement between Summit Academy Community School for Alternative Learners – Canton and Summit Academy Management dated July 1, 2017, attached hereto.

- I. Amendment to Article I - Term. The amended management agreement is set to expire on June 30, 2023. Both parties desire to extend the agreement by one year to expire on June 30, 2024.


All other terms and conditions of the amended management agreement remain unchanged and in effect. This second amendment is hereby incorporated by reference, as if fully rewritten therein.

Signed:

Summit Academy Community School for Alternative Learners – Canton

By:  _____
Name: Tiffany Biedenbach
Title: Governing Authority President
Date: 5/11/2023

Summit Academy Management

By:  _____
Name: Mark Michael
Title: Vice President of Operations
Date: 5/12/2023

MANAGEMENT AGREEMENT ADDENDUM

This addendum is made to the agreement between Summit Academy Community School for Alternative Learners – Canton and Summit Academy Management dated July 1, 2017, attached hereto.

I. Amendment to Article I - Term. The attached management agreement is set to expire on June 30, 2022. Both parties desire to extend the agreement by one year to expire on June 30, 2023.

II. Amendment to Article VI section B Payment. The section shall be revised to include the addition of the following language:

Should **Summit** by way of FTE review or other audit or review, by the State of Ohio or designee thereof be determined to owe back revenues, **SAM** agrees to contribute the payment for the **SAM** Fee portion thereof.

III. Amendment to Article VI Section F. The section shall be revised to include the addition of the following:

8. Should **SAM** ever advance or loan **Summit** money, **SAM** shall document all expenses and items associated with these advances and loans and shall work with **Summit's** fiscal officer to report such to **Summit's** Board of Directors any interest charged on these advances or other moneys loaned to the school shall bear interest at a fair market rate.

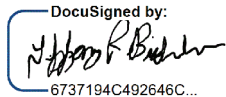
9. Summit Academy Management will comply with all financial reporting to the Ohio Department of Education regarding the requirements as listed in Ohio Revised Code Section 3314.024.

All other terms and conditions remain unchanged and in effect. This addendum is hereby incorporated by reference into the original agreement dated July 1, 2017, as if fully rewritten therein.

Signed:

Summit Academy Community School for Alternative Learners – Canton

By:

DocuSigned by:

6737194C492646C...

Name:

Tiffany Biedenbach

Title:

Governing Authority President

Date:

June 14, 2022

Summit Academy Management

By:  _____
Name: Mark Michael
Title: Vice President of Operations/General Counsel
Date: 6/15/2022



Summit Academy
SCHOOLS

1620 Market Ave. South
Canton, Ohio 44707

330-458-0393

summitacademies.org



MANAGEMENT AGREEMENT

by and between the

Summit Academy Community School for Alternative Learners – CANTON

And

SUMMIT ACADEMY MANAGEMENT

Dated July 1, 2017

Extraordinary Things Happen Here!

Table of Contents

<u>Article</u>		<u>Page</u>
Article I	Term	4
Article II	Contracting Relationship	4
Article III	Functions of SAM	5
Article IV	Personnel and Training	8
Article V	Obligations of Summit	10
Article VI	Financial Arrangements	10
Article VII	Additional Programs	13
Article VIII	Termination of Agreement with Cause	13
Article IX	Proprietary Information	14
Article X	Indemnification	15
Article XI	Warranties and Representations	16
Article XII	Alternative Dispute Resolution Procedure	16
Article XIII	Miscellaneous	17
	Signatories	18

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made effective as of the ____ day of _____, 201__, between Summit Academy Management ("SAM"), an Ohio non-profit corporation, by and through its Board of Directors, located at 2791 Mogadore Rd, Akron, Ohio 44312, and the Summit Academy Community School for Alternative Learners – CANTON ("Summit" or "School"), an Ohio non-profit corporation, by and through its Board of Directors, located at 1620 Market Ave South, Canton, Ohio 44707.

RECITALS

Summit is organized as an Ohio community school under the Ohio Revised Code ("Code"), Chapters 3314 and 1702. Ultimate authority over **Summit** is vested in its Board of Directors (the "Board"). The School was authorized to operate as an Ohio public community school when it entered into a Community School Contract ("Contract") with the ESCLEW ("Educational Service Center of Lake Erie West") ("Sponsor") to operate an Ohio community school, with the ESCLEW as the sponsoring body.

SAM was organized to support educational institutions, with a variety of educational services and products, and human resources administration, including school personnel and business management, curricula, educational programs, contract administration and technology. The products and services of **SAM** are designed to serve the needs of the organizations it serves.

Summit and **SAM** desire to enter into this Agreement, whereby **Summit** and **SAM** will work together to bring educational excellence and innovation to the State of Ohio, based on a mutual agreed upon school design, comprehensive educational program, and sound school and business principles and management methodologies.

In order to implement the educational program at the school, the parties desire to establish this arrangement for the management and operation of **Summit's** activities and functions.

THEREFORE, it is mutually agreed as follows.

ARTICLE I

TERM AND RENEWAL

This Agreement shall become effective July 1, 2017, and shall end on June 30, 2022 for so long as **Summit** has renewed its Contract or has entered into or is continuing to operate under any chartering school contract with an authorizing body (as defined under the Code), unless earlier terminated pursuant to Article VIII. This Agreement can be renewed for an additional five (5) year term (the “Renewal Term”) only upon the mutual written agreement of **Summit** and **SAM** no later than one hundred and eighty (180) days before the end of the Initial Term. The Initial Term and any Renewal Terms are sometimes herein referred to collectively as the “Term”.

ARTICLE II

CONTRACTING RELATIONSHIP

A. Authority. **Summit** represents that it is authorized to contract and the Sponsor has approved **Summit**’s contracting with a separate entity to provide educational management services. **Summit** further represents that it has received its charter through the Sponsor to organize and operate a community school throughout the State of Ohio. **Summit** is therefore vested with all powers under the applicable law for providing the educational program contemplated by this Agreement. **SAM** represents that it is authorized by law and by its Board of Directors to enter into this Agreement and provide the services contemplated herein.

B. Agreement. Acting under and in the exercise of its authority, **Summit** hereby contracts with **SAM**, and **SAM** agrees to provide certain specific functions relating to the management and operation of the school in accordance with the terms of this Agreement and in compliance with **Summit**’s Contract. **SAM** and **Summit** acknowledge that each has reviewed this Agreement and all related documents and that they shall comply with the terms and conditions set forth in this Agreement.

C. Relationship and Status of the Parties. **SAM** is a separate Ohio non-profit corporation, and is not a division or a part of **Summit**. **SAM** has tax-exempt status under Section 501(c)(3)

of the Internal Revenue Code (“IRC”) as a charitable and educational IRC Section 509(a)(3) supporting organization that is organized and operated to support its certain Summit Ohio Community Schools. **Summit** is an Ohio non-profit corporation and an entity authorized by the Code to be an Ohio public school, and is not a division or part of **SAM**. **Summit** has applied or will apply for tax-exempt status under Section 501(c)(3) of the IRC as a charitable and educational organization.

D. Designation of Agents. The Governing Authority of **Summit** designates the Directors of **SAM** as agents of the school having a legitimate educational interest solely for the purpose of entitling such persons access to education records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act (“FERPA”).

ARTICLE III

FUNCTIONS OF SAM

A. Responsibility. Except for those obligations and duties that are specifically reserved to **Summit** or its Governing Authority by Code Chapters 3314 and 1702 or the Contract, **SAM**, subject to the supervision of the Summit Board, has responsibility for and is obligated to take the actions and perform the obligations needed to operate Summit as an Ohio Community School.

At least one representative of **SAM** will meet with **Summit** at **Summit**’s regularly scheduled Board meetings to account to **Summit** for the roles and responsibilities of **SAM** to manage the following areas, including but not limited to:

- Personnel and Human Resources Administration
- Program of Instruction
- Purchasing
- Strategic Planning
- Public Relations
- Financial Planning
- Recruiting
- Compliance Issues
- Budgets
- Contracts
- Equipment and Facility

- Such other reasonable responsibilities as **SAM** or Ohio Revised Code may deem necessary to carry out the obligations under the Contract

B. Educational Program. The educational program and the program of instruction shall be implemented by **SAM**. **SAM** shall provide all administrative and educational services of **Summit**. **SAM** shall be responsible for day-to-day supervision of the teaching staff and the day-to-day supervision of, or implementation of, the educational program of instruction. **SAM** shall be responsible for the following areas:

- Recruitment and Hiring of Educational Staff
- Professional Development of Educational Staff
- Management of day-to-day activities of Educational Staff
- Performance and Evaluation of Educational Staff
- Evaluate, recommend and oversee implementation of course and curriculum design
- Develop, maintain and administer all State mandated and other testing
- Parent education as deemed necessary
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

C. Strategic Planning. **SAM** shall design and present strategic plans for the continuing educational success of **Summit** annually.

D. Public Relations. **SAM** shall design and manage the public relations strategy for the development of beneficial and harmonious relationships with other organizations, the community and the State of Ohio and its agencies and instrumentalities.

E. Grants and Fund Raising. Either **Summit** or **SAM** shall locate grants and potential sources for donations and shall recommend consultants or other entities to help with the same. All grants and private donations shall be applied for by **SAM** in the name of **Summit**, on behalf of **Summit**, or by **Summit** and received for the benefit of **Summit**. Unless otherwise agreed to between the parties and permitted under the terms of the donation or grant, all donations or grants, be they public or private, received for **Summit** shall be exclusively used for **Summit**.

F. Special Functions. The services **SAM** shall manage for **Summit** shall include but are not limited to the following:

Operational Services

1. Financial Management

- Revenue and cash management
- Manage and monitor invoices for the sponsor
- Coordinate monthly budgets and financial reports to the Board of Directors of **SAM** and Governing Authority of **Summit**
- Coordinate yearly audits
- Manage banking relationships
- Select benefit packages for **Summit** staff

2. Compliance Management

- Student enrollment reports
- **SAM** will generate the annual report to the State of Ohio and help manage any and all audits
- Budgets/financial plans
- Reports to the Sponsor (including EMIS)
- Policies for the Governing Authority and for **Summit**
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

3. Management of Equipment/Furniture/Property

- Select phone system, furniture, office machines, computers and other equipment procurement
- Negotiate and arrange for leases or purchase agreements
- Inventory and manage all equipment and property
- Maintain Building Code compliance
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

4. Other

- Administrative services management
- Day-to-day management of non-teaching staff
- Professional development not related to teaching
- Management of all contracts and purchased services, including, but not limited to legal and accounting services
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

G. Subcontracts. To fulfill its obligations under this Agreement, **SAM** may contract with others to provide services or goods for **Summit**, and **SAM** reserves the right to subcontract or to

recommend the subcontract of any and all aspects of all services it agrees to manage for **Summit** including without limitation, payroll, fiscal services and/or any technology related services.

H. Place of Performance. **SAM** shall operate the school at the location approved in the Contract or in such other location as is subsequently approved by the Sponsor. **SAM** may perform its other functions at any location designated by it within the State of Ohio.

I. Student Recruitment. **SAM** shall be responsible for the recruitment of students subject to general recruitment and admission policies. Application by or for students shall be voluntary and shall be in writing. On-line enrollment and signatures may qualify as a valid writing. Students shall be selected in accordance with the procedures set forth in **Summit's** Contract, and in compliance with Ohio Revised Code. **Summit** agrees to cooperate fully with all recruitment efforts.

J. Legal Requirements. **SAM**, in cooperation with **Summit**, shall assist **Summit** in meeting federal, state and local laws and regulations, and the requirements imposed under the Ohio Revised Code and the Contract.

K. Rules and Regulations. **SAM** shall recommend changes in policies, rules, and regulations as directed by the ORC, ODE, and/or sponsor to **Summit** and is authorized and directed to enforce such policies, rules, and regulations adopted by **Summit** or by its Contract.

L. Grades and Student Population. **SAM** shall make the recommendation to **Summit** concerning limiting, increasing or decreasing the number of grades offered and the number of students served per grade or in total. **Summit** and/or **SAM** shall obtain the Sponsor's approval of any such change before it is implemented.

ARTICLE IV

PERSONNEL AND TRAINING

A. Personnel Responsibility. **SAM** shall select and hire all teaching staff and evaluate, assign, discipline and transfer and terminate the teaching personnel consistent with state and federal law. **SAM** may remove, with reasonable cause, or if a staff member is an at-will

employee of **SAM** with any or no cause, any staff member, so long as consistent with state and federal law.

B. School Superintendent. **SAM** shall select the superintendent or educational leaders of **Summit** and establish employment terms. **SAM** shall hold such persons accountable for the successful education of the students of **Summit**.

C. Teachers. Prior to the commencement of and during each school year, **SAM** shall determine the subjects to be taught in the upcoming school year and shall determine the number of and provide the teachers required for the operation of **Summit**. **SAM** will select, hire and hold accountable the teachers of **Summit**. Teachers may work at **Summit** on a full- or part-time basis. If assigned to **Summit** on a part-time basis, such teachers may also work elsewhere as long as such other work is also part-time and does not interfere with their work at **Summit**, at the sole judgment of **SAM**. Each teacher assigned to **Summit** shall hold a valid teaching certificate issued by the State Board of Education of Ohio or meet the Code's, requirements for non-certified teachers.

D. Support Staff. Prior to the commencement of and during any school year, **SAM** shall determine the number and functions of and provide support staff required for the operation of **Summit**.

E. Employer of Personnel. The personnel who perform services at **Summit** shall be employees, subcontractors or service providers of **SAM** and contingent upon the payment of the Fee pursuant to Article VI, their compensation shall be paid by **SAM**. For purposes of this Agreement, compensation shall include, to the extent required by law, salary, fringe benefits, and payments into State Retirement Systems or city, state and federal tax withholdings and all other legitimate and reasonable related expenses.

ARTICLE V

OBLIGATIONS OF SUMMIT

Summit shall exercise good faith and its best efforts in the consideration of the adoption of the recommendations of **SAM** including, but not limited to, recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fund raising, public relations, and school entrepreneurial affairs. **Summit** shall cooperate with **SAM** in all of **SAM**'s obligations hereunder.

ARTICLE VI

FINANCIAL ARRANGEMENTS

A. The school shall employ or contractually engage a licensed fiscal officer or obtain by resolution a waiver from the sponsor to designate a licensed fiscal officer. The school's Governing Authority and licensed fiscal officer shall incorporate and follow all budgetary and financial statements, reports, and policies of the Governing Authority. The school shall submit to the Governing Authority for review and approval, all employment agreements, contractual engagements and waiver requests to obtain a fiscal officer or attorney, prior to the schools' adoption or approval of any such agreement, contract or waiver.

B. Payment. **Summit** shall transfer to **SAM** the revenues (the "Fee") consisting of all start-up grants, state and federal per pupil allocations, transportation, technology or other operational funds, including private donations, endowments or grants, whether applied for by **Summit** or **SAM**. Such money shall be used to accomplish **SAM**'s duties hereunder and for reasonable compensation for **SAM** and all employees of **SAM** hired to work for **Summit**. If **Summit** has incurred a debt that **SAM** is obligated to pay, in whole or part, pursuant to this Agreement, **SAM**, in its sole discretion, may allow the payment of such debt to be made directly to the indebted party from **Summit**'s revenues, before the transfer of the revenues to **SAM**.

The parties acknowledge and agree that, as part of the Fee, **SAM** will supply all property necessary to operate **Summit**, including but not limited to facilities, furniture, equipment,

technology, and supplies. All such property purchased by SAM for use in the operation of Summit, that SAM purchases on or after February 1, 2016 using the proceeds of State funds the School paid or pays to SAM for services rendered by SAM, shall be the property of Summit to the extent Summit's ownership of the property is expressly mandated by the Ohio Revised Code. In all other circumstances, all property supplied by SAM to Summit shall be exclusively owned or leased by SAM) unless otherwise agreed upon between the parties in writing. SAM shall also grant to Summit the right to use any and all property owned or leased by SAM, whether real or personal, for no additional consideration. Summit agrees that it will execute any and all documents that SAM may reasonably deem necessary to evidence such grant of the right to use such property, including without limitation a lease for any real property owned or leased by SAM. SAM, in its sole discretion, shall use such property to fulfill its obligations under the Agreement, or, to use the property to support other SAM-managed programming, so long as SAM has met its obligations hereunder to provide facilities and equipment to Summit.

C. Expenses to be Covered by SAM. From the Fee, pursuant to Article VI, part B above, SAM shall be responsible for payment of the following costs and expenses incurred under this Agreement, including without limitation:

1. All wages, compensation and expenses of SAM including but not limited to those for the superintendent, educational leaders, president, treasurer, assistants, administrators, clerical staff, teachers and janitorial services;
2. Workers' compensation or other insurance including, but not limited to, any necessary directors and officers liability insurance or premises liability insurance;
3. All costs to accomplish the obligations of SAM pursuant to Article III above;
4. Attorney, accounting or other professional fees necessitated by or advisable to carry out the obligations of SAM pursuant to Article III above;
5. All other costs allocated to Summit in this Agreement;
6. SAM office expenses and supplies;
7. The cost of all services of the Sponsor, if any.
8. Leases or payments to service debt for equipment and offices or facilities owned or leased by SAM and used by Summit, or the costs and expenses necessary to

otherwise provide **Summit** with the equipment, offices and facilities needed to fulfill its obligations and duties under the Contract; and

9. Travel, lodging and other expenses incurred pursuant to services rendered for **SAM**.

The expenses to be covered by **SAM** are, however, subject to the payment provisions of Article VI, part B above.

D. Expenses to be Covered by **Summit**. **Summit** shall be responsible for payment of expenses for fund raising and grant writing accomplished by **Summit**, if not approved by **SAM**.

E. Other Schools. **Summit** acknowledges that **SAM** may enter into similar management agreements with other public Ohio community schools or mission related activities. **SAM** shall separately account for all income received and expenses incurred on behalf of **Summit** and any other school or schools. If **SAM** incurs expenses or receives income which it is unable to precisely allocate, then **SAM** shall allocate the same among all community schools it manages on a prorated basis, based on the number of students enrolled or upon such other equitable basis acceptable to the parties and the Auditor of the State of Ohio.

F. Financial Reporting of **SAM**. **SAM** shall provide **Summit** and its Board with:

1. Each fiscal year, a proposed and projected annual budget will be subject to the approval of the **Summit** Board;
2. Statements of all revenues received with respect to **Summit**, and statements of all direct expenditures for services rendered to or on behalf of **Summit**;
3. Consultation on annual audits in compliance with state law and regulations showing the manner in which funds are spent at **Summit**. The cost of all audits will be paid by **SAM**;
4. Reports on **Summit** operations and finances on a regular basis and other information on a reasonably requested basis to enable the Board to monitor the performance of **Summit** and the efficiency of **SAM**'s management of **Summit**;
5. A reasonable opportunity to inspect, examine, audit and otherwise review the books, records, accounts, ledgers and other financial documents of **SAM** to the extent that they relate to or otherwise pertain to activities of **Summit**.
6. **SAM** shall provide annually to the Governing Authority of **Summit**; a list of updated assets the company has purchased for the school in the current school

year, as well as a list of property and assets owned by Summit and property and assets owned by SAM. SAM will deliver the report in August of each year.

7. At the annual meeting for SAM;
The designated licensed fiscal officer of SAM will present annual budget recommendations and assumptions.

Financial Reporting of Summit. Summit shall provide SAM with statements of all funds received by Summit from grants applied for by Summit, donations or endowments and statements of all expenditures and investments made with such funds.

ARTICLE VII

ADDITIONAL PROGRAMS

The services provided by SAM to Summit under this Agreement consist of all management responsibilities during the school year. With the prior approval of the Summit Board, SAM may establish additional programs including, but not limited to, parent, adult, or community education and pre-kindergarten, on such terms and conditions as SAM determines.

ARTICLE VIII

TERMINATION OF AGREEMENT WITH CAUSE

A. Termination by SAM. SAM may terminate this Agreement with cause, prior to the end of the Initial Term, or during any Renewal Term, in the event that Summit fails to remedy a material breach of this Agreement no earlier than ninety (90) days after written notice from SAM, or upon the end of the then current education year, whichever is sooner. A material breach may include, but is not limited to, failure to make payments to SAM as required by this Agreement, failure of the State of Ohio to adequately fund the operations of Summit, or Summit's failure to adhere to the personnel, curriculum, program, or fulfill the required governance mandates or similar recommendations of SAM that materially impact SAM's ability to carry out this Agreement or comply with the Contract.

B. Termination by Summit. **Summit** may terminate this Agreement no earlier than ninety (90) days with written notice to **SAM**, or upon the end of the then current education year, whichever is sooner, upon the occurrence of any of the following:

1. If **Summit** shall cease to be approved by the Sponsor as an Ohio Community School and **SAM** cannot secure another sponsor; or
2. In the event that **SAM** shall be guilty of a felony or fraud, gross negligence, or other act of willful or gross misconduct in the rendering of services under this Agreement; or
3. In the event that **SAM** fails to remedy a material breach of its duties or obligations under this Agreement within one hundred and eighty (180) days after written notice of the breach is provided to **SAM** by **Summit**.
4. In the event that **SAM** fails to remedy, within thirty (30) days written notice by **Summit** to **SAM**, a violation of any of its obligations under Ohio Revised Code Section 3314 including but not limited to, and specifically sections 3314.024, 3314.0210 and 3314.032.

C. Change in Law. If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party or carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement and if the parties are unable or unwilling to renegotiate the terms within ninety (90) days after the notice, the party requiring the renegotiation may terminate this Agreement upon thirty (30) days further written notice.

D. Termination or Expiration. Upon expiration or termination of this Agreement, **SAM** shall have the right to reclaim any usable property or equipment including without limitation, copy machines or computers, that were paid for by **SAM** if purchased prior to February 1, 2016, whether from the Fee or by separate funds, or to claim the depreciation cost of such equipment. Fixtures to the extent required by any lease with the building owner, and building alterations shall become the property of the building owner, if required pursuant to any lease. Equipment leased by **SAM** to **Summit**, if any, must be returned to **SAM**, at **SAM**'s discretion. Equipment and facilities that **Summit**, has allowed **SAM** to use as a part of its Fee, if any, shall be returned to **Summit**.

ARTICLE IX

PROPRIETARY INFORMATION

To the extent that materials, documents or ideas were, or are, owned, designed, developed, formulated, written by or created by **SAM**, **Summit** agrees that **SAM** shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials provided by **SAM**, its employees, members, Board of Directors, officers or subcontractors. **Summit** shall have the right to use such materials during the term of this Agreement. To the extent materials, documents or ideas were formulated by, written by or created by **SAM**, **SAM** shall have the sole and exclusive right to license such materials for use by other schools, districts, public schools, customers or other persons or entities or to modify and/or sell materials. **Summit** shall treat any proprietary information owned, designed, developed, written or created by **SAM** as though it were a trade secret or protected by copyright, and shall use efforts as may be reasonably requested by **SAM** in writing to refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing such proprietary information during the term of this Agreement or at any time after its expiration other than to the extent necessary for implementation of this Agreement. **Summit** shall require that no **Summit** personnel, officer, director, or agent disclose, publish, copy, transmit, modify, alter or utilize the propriety information of **SAM**.

ARTICLE X

INDEMNIFICATION

Summit covenants and agrees that it will indemnify and hold **SAM**, and all of its officers, Board of Directors, members, agents, subcontractors, and employees harmless for any claims, losses, damages, costs, charges, expenses, liens, settlements of judgments, including interest thereon, whether to any person, including employees and subcontractors of **SAM**, or property of both, by reason of any negligence or omission on the part of **Summit** arising directly

out of or in connection with **Summit's** performance under this Agreement, to which **SAM** or any of its officers, Board of Directors, members, agents, subcontractors, or employees may be subject or put, including but not limited to those related in any way to **Summit's** failure to follow the recommendations of **SAM**. **Summit** shall not be liable to indemnify **SAM** or any of its officers, Board of Directors, members, agents, subcontractors, or employees for damages directly caused by or resulting from the sole negligence of **SAM** or any of its Board of Directors, officers, members, agents, subcontractors, or employees.

SAM covenants and agrees that it will indemnify and hold **Summit** and all of its officers, Board of Directors, agents and employees harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, including employees of **Summit**, or property or both, by reason of any negligent act or omission on the part of **SAM**, arising directly out of or in connection with **SAM's** performance, under this Agreement, to which **Summit** or any of its officers, Board of Directors, agents or employees may be subject or put. **SAM** shall not be liable to indemnify **Summit** or any of its officers, Board of Directors, agents or employees for damages directly caused by or resulting from the sole negligence of **Summit** or any of its officers, Board of Directors, agents or employees.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

Summit and **SAM** each represent to the other that it has the authority under law to execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. **Summit** and **SAM** mutually warrant to the other that, to its knowledge, there are no pending actions, claims, suits or proceedings, threatened or reasonably anticipated against or affecting it, which, if adversely determined, would have a material adverse affect on its ability to perform its obligations under this Agreement.

ARTICLE XII

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the parties concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be submitted to mediation, if approved by each party, or to non-binding arbitration. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, including one person who is selected or recommended by each of the disputing parties and one person recommended by the Sponsor or a similar neutral body. The arbitration shall be conducted in accordance with the local Bar Association arbitration or mediation rules in Akron, Ohio or Columbus, Ohio with such variations as the parties and arbitrator unanimously accept. All arbitrators' fees shall be split equally between the parties attempting to resolve the dispute.

ARTICLE XIII

MISCELLANEOUS

- A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between **Summit** and **SAM**.
- B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, or act of God, sabotage, accident, or any other casualty, or similar cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. Notices. All notices, demands, requirements and consents under this Agreement shall be in writing, shall be delivered to each party and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the another party:

If to **SAM:**
Summit Academy Management

2791 Mogadore Road
Akron, Ohio 44312
Attn: Board of Directors

If to **Summit:**
Summit Academy Community School for
Alternative Learners– CANTON
1620 Market Ave South
Canton, Ohio 44707
Attn: Board of Directors

- D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. Such invalidated covenant, phrase or clause shall be replaced or the remaining provisions construed so as to represent the parties' original intent as nearly as possible.
- E. Successors and Assign. This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided and the compensation for such services.
- G. Non-waiver. No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.
- H. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, provided, **SAM** may without the consent of the Board delegate the performance for such duties and obligations of **SAM** specifically set forth herein.
- I. Survival of Termination. All representations, warranties and indemnities made herein shall survive termination of this Agreement.
- J. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the effective date first written above.

SUMMIT ACADEMY MANAGEMENT

By: Barbara J Danforth

Print Name: Barbara J Danforth

Title: CEO

Date: January 13, 2017

By: Tiffany R Biedenbach

Print Name: Tiffany R Biedenbach

Title: School Board President

Date: 1-9-17

By: Karen A Combs

Print Name: Karen A. Combs

Title: Compliance Director

Date: January 9, 2017

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. Enrollment and attendance policy, which must require that parents notify the community school in which their child is enrolled when there is a change in the parent’s or student’s primary residence
3. Student residency and address verification policy, which must requires schools to verify the address of enrolling students and annually verify the residency of attending students, and must specify the number and type of documents to be used for residency verification
4. Open Enrollment Policy, if applicable
5. 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.



Policy 4002: Admission and Enrollment

The Governing Authority establishes the following admission and enrollment policies and procedures:

I. Admission

- A. Except as otherwise provided, admission to the School is open to any individual age five to twenty-two, entitled to attend School pursuant to Sections 3313.64 or 3313.65 of the Revised Code in a School district in the state. Admission to the School is not restricted by an individual's district of residence and is open to residents of any district in Ohio.
- B. Admission is also open to any individual age five to twenty-two who is not a resident of Ohio on a tuition basis. In such cases, the Management Company shall determine the amount of tuition as allowed by law.
- C. If a child is admitted to School for the first time, to kindergarten or first grade, the child must be age five or six, respectively, by September 30th in the year of admittance. The School does not have an early admission or acceleration policy. However, the School shall not deny admission to a transferring student based on age if the student has been admitted to kindergarten by another School.
- D. Admission to the School may be limited to students who have attained a specific grade level or are within a specific age group; to students that meet the definition of "at-risk", if and as defined in the Community School Contract; or, to separate groups of autistic students and nondisabled students, as provided below. "At-risk" students may include those students identified as "gifted" students under Section 3324.03 of the Revised Code.
- E. There shall be no discrimination in the admission of students to the School on the basis of race, creed, color, disability, or sex and admission shall not be limited on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.
- F. The Governing Authority may establish target ratios for the numbers of autistic students to nondisabled students if provided for in the contract with the Sponsor. If applicable, a target ratio of the number of autistic students to nondisabled students that may be enrolled in the School, and



the total number of nondisabled students that may be enrolled in the School shall be specified in the contract with the Sponsor. If the number of applicants among the group of autistic students or the group of nondisabled students exceeds the capacity restriction for that group, students shall be admitted by lot from all those of the same group submitting applications according to the procedures set out below. However, unless the total capacity established for the School has been filled, no student with any disability shall be denied admission on the basis of a disability.

- G. Upon admission of any student with a disability, the School shall comply with all federal and state laws regarding the education of students with disabilities.
- H. The School will admit the number of students that does not exceed the capacity of the School's programs, classes, grade levels, or facilities.
- I. Except as otherwise provided by Sections 3314.06(B) or 3314.061 of the Revised Code, if the number of applicants exceeds the School's capacity restrictions, students shall be admitted by lot from all those submitting applications, except preference shall be given to students in the following order:
 - 1. Students attending the School in the previous year;
 - 2. To students who reside in the district in which the School is located;
 - 3. To siblings of students attending the School the previous year; and
 - 4. To children of full-time School or Management Company staff assigned to work at the School, provided that the total number of students receiving this preference is less than five percent of the School's total enrollment.
- J. If required, a lottery will be conducted in the following manner:
 - 1. Each applicant will be assigned a number;
 - 2. The numbers will then be drawn at random by a disinterested third party;
 - 3. The first number drawn will be the first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
 - 4. Applicants on a permanent waiting list prior to any lottery will retain their position on the waiting list; and



5. The lottery and waiting lists may be separate for each grade or age grouping.
-
- K. Notwithstanding any other provision in these policies and procedures, in the event the racial composition of the enrollment of the School is in violation of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
 - L. Students that have been suspended or expelled from any public School may temporarily be denied admission to the School if the period of suspension or expulsion has not expired. A student in this situation shall be offered a hearing prior to the decision to temporarily deny admission. If a hearing is requested, the School's Superintendent or designee shall conduct the hearing and render a decision on whether to temporarily deny admission. The decision of the Superintendent or designee shall be final. If temporarily denied admission, a student shall be admitted when the period of suspension or expulsion has expired.
 - M. If a student requesting admission to the School has been discharged from the custody of the Department of Youth Services just prior to requesting admission, the School shall not admit that student until the following records have been received from the Department of Youth Services by the School's Superintendent:
 1. An updated copy of the student's transcript;
 2. A report outlining the student's behaviors while in custody of the department;
 3. A current IEP, if any; and
 4. A summary of the student's institutional behavior.
 - N. The School shall not require or applicant for academic admission to affirmatively ascribe to, or opine about, specific beliefs, affiliations, ideals, or principles concerning political movements, or ideology or require a student to affirmatively ascribe to specific beliefs, affiliations, ideals, or principles concerning political movements, or ideology.

II. Enrollment

- A. "Initial Entry" is defined as a student's first day of attendance at the School participating in the School's course of instruction.



- B. At or prior to the time of initial entry, a student is required to present the following documentation to the School, as applicable:
1. Records given to the student by the School the student most recently attended;
 2. A certified copy of an order, decree, or modification of an order or decree allocating parental rights and responsibilities for the care of a child and designating a parent as the residential parent of the child and/or legal custodian;
 3. A copy of an executed power of attorney or grandparent caretaker authorization affidavit issued pursuant to Sections 3109.51 to 3109.80 of the Revised Code; and
 4. A certification of birth issued pursuant to Chapter 3705. of the Revised Code or, a comparable certificate or certification issued pursuant to the statutes of another state, territory, possession, or nation or a document in lieu of a certificate or certification from the list as follows:
 - a. A passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child;
 - b. An attested transcript of the certificate of birth;
 - c. An attested transcript of the certificate of baptism or other religious record showing the date and place of birth of a child;
 - d. An attested transcript of a hospital record showing the date and place of birth of the child; or a birth affidavit.
 5. Proof of Residency. One document from any one of the following categories shall establish evidence of the location of a student's primary residence:
 - a. A deed, mortgage, lease, current homeowner's or renter's insurance declaration page, or a current real property tax bill;
 - b. A utility bill or receipt of utility installation issued within ninety days of enrollment;
 - c. A paycheck or paystub issued to parent or student within ninety days of enrollment that includes the address of the parent's or student's primary residence;
 - d. The most current available bank statement issued to the parent or student that includes the address of parent's or student's primary residence;



- e. Documented affirmation of address of student's parent(s) from district of residence where parent(s) currently reside;
- f. Notarized affirmation from parent(s) or student(s) if over 18 years of age of current residence address;
- g. USPS return receipt from certified letter sent to parent(s) by district of residence;
- h. Written confirmation from the Department of Job and Family Services of current address of the parent(s); or,
- i. Written confirmation from a local law enforcement agency of the current address of the parents(s).

C. Except as otherwise provided in these enrollment procedures:

- a. Within twenty-four hours of a student's initial entry, a School official shall request the student's official records from the public or nonpublic School most recently attended.
- b. If the School replies that it has no records for the student or if records are not received within fourteen days of the request, the School Director shall notify the law enforcement agency having jurisdiction over the student's place of residence that the student may be a missing child, as defined in Section 2901.30 of the Revised Code.

III. Other Situations

A. Definitions.

- 1. "Protected Child" is defined as a child placed in a foster home, as the term is identified in Section 5103.02 of the Revised Code, or in a residential facility.
- 2. "Residential Facility" is defined as a group home for children, children's crisis care facility, children's residential center, residential parenting facility that provides twenty-four-hour care, county children's home, or district children's home.

- B. The School shall not deny admission to a protected child solely because the child does not present a valid birth certificate or acceptable document in lieu of a birth certificate. However, such certificate or an acceptable document in lieu of a birth certificate is required to be provided to the School within ninety days of initial entry.

- C. Where an order or decree allocating parental rights concerning a student has been issued, the parent designated as the residential parent for



School purposes shall provide the School with a certified copy of the order or decree and certified copies of any subsequent modifications.

- D. If a student is under the care of a shelter for victims of domestic violence, the student or their parent shall notify the School of that fact. Upon notification, the School shall inform the School from which it requests records of that fact.

- E. Whenever the School is notified by a law enforcement agency pursuant to Section 2901.30(D) of the Revised Code that a missing child report has been filed regarding a student who is currently or was previously enrolled in the School, the person in charge of admission at the School shall mark that student's records in such a manner that whenever a copy of or information regarding the records is requested, any School official responding to the request is alerted to the fact that the records are those of a missing child. Upon any request for a copy or for information regarding a student's records that have been so marked, the person in charge of admission shall immediately report the request to the law enforcement agency that notified the School that the student is a missing child. When forwarding a copy of or information regarding a student's records in response to a request, the person in charge of admission shall do so in such a way that the receiving district or School would be unable to discern that the student's records were marked pursuant to this division. The School shall retain the mark in the student's records until notified that the student is no longer a missing child. Upon notification by a law enforcement agency that a student is no longer a missing child, the person in charge of admissions shall remove the mark from the student's records in such a way that if the records were forwarded to another district or School, the receiving district or School would be unable to discern that the records were ever marked.

IV. Verification of Residence and Address

Upon enrollment and annually, the School shall verify each student's residence and address by collecting one proof of residency, pursuant to section II(B)(5) above, at or prior to the date of initial entry for new students and within 90 days of the first day of School for returning students in order to satisfy initial enrollment and annual verification reporting requirements. In addition, the School shall verify initial and annual residency verifications to the Department of Education regarding the School district in which the



student is entitled to attend School under Section 3313.64 or 3313.65 of the Revised Code.

- A. For the purposes of making these determinations, the traditional School district in which the parent (or custodial parent) resides is the location the parent has established as the primary residence where substantial activity takes place.
- B. If the district identified as a student's district of residence district disputes residency, the School shall provide the district with documentation of the student's residency and make a good faith effort to accurately identify the correct residence of the student and resolve the dispute with the district. In the event that resolution is unsuccessful, within 60 days after the deadline established by the Department of Education for reporting community School enrollment, the School may present the matter to the State Superintendent of Public Instruction for determination of the correct district of residence. The student shall remain enrolled in the School with the disputing district listed as the student's district of residence during resolution of the dispute, including a decision by the State Superintendent, if the matter was submitted to the State Superintendent for determination.

V. Enrollment and Attendance

A student's parent is required to notify the School when there is a change in the location of the parent's or student's primary residence.

VI. Distributing Statement

The following notice shall be distributed to parents of each student in writing upon the student's enrollment in the School via inclusion in an enrollment packet, placement in the student/guardian handbook, or via another method as determined by the Management Company:

"The (name of the School) School is a community School established under Chapter 3314. of the Revised Code. The School is a public School and students enrolled in and attending the School are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the School that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education, as defined in the Administrative Code



Summit Academy
SCHOOLS

Summit Academy Community School for Alternative Learners - Canton
Approved on November 11, 2024

shall no longer be excused for that purpose upon their enrollment in a community School. For more information about this matter contact the School administration or the Ohio Department of Education.”

ATTACHMENT 6.13

ATTENDANCE POLICIES

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including 72 hour automatic withdrawal procedures for students

NOTE: The School's attendance and participation records shall be made available, upon request, to the Ohio Department of Education and Workforce, 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.



Policy 4004: Attendance, Truancy, and Withdrawal

I. Attendance

A Student's academic success requires continuity of instruction and classroom participation. Students are more likely to succeed when they consistently attend school. For the purposes of this policy, the term "parent(s)" also refers to legal guardian(s) or custodian(s) and the term "School Director" refers to the School Director or their designee.

When absent, the School shall require a written statement regarding the cause of the absence. For the purposes of this policy, the written statement may be a signed document, email, voice-mail as noted in writing by school personnel, or other document within the discretion of the School Director. The School Director, in their discretion, may investigate the cause of the absence including, but not limited to, obtaining statements, requiring written documentation, or obtaining any other information to verify the cause of the absence including a signed doctor's excuse or signed statement from the student's parent. The School Director shall determine whether or not the absence is considered excused or unexcused pursuant to this policy. The following absences are recognized as excused, within the discretion of the School Director or as mandated by other policies of the Governing Authority:

- A. Illness;
- B. Personal mental illness such that the student will no benefit from instruction;
- C. Medical or dental Appointments;
- D. Illness in the family necessitating the presence of the student;
- E. Death of a relative;
- F. Quarantine;
- G. Observance of religious holidays (consistent with truly held religious beliefs);



- H. Parent's inability to employ help in the family's business or to work on the family's farm at necessary times;
- I. College visits;
- J. Court subpoena;
- K. Due to placement in foster care or change in foster placement, or related court proceedings;
- L. An emergency or set of circumstances in which the judgement of the School Director or designee constitute a good and sufficient cause of absence; or
- M. If a student is absent from school for the sole purpose of traveling out-of-state to participate in a School-approved enrichment activity or extracurricular activity, the School shall count the absence as an excused absence, up to a maximum of twenty-four hours per school year. The student must complete any classroom assignment he/she misses due to the absence. If the student will be absent for twenty-four or more consecutive hours that the School is open for instruction, a teacher must accompany the student to provide the student with instructional assistance for the absence to be excused.
- N. Religious Expression (up to three days). See the Governing Authority's specific policy.

Tardiness is subject to discipline and chronic tardiness may result in additional disciplinary action.

If a child has a physical condition or impairment that could cause periodic or frequent absences from school, a parent is required to notify the School at the beginning of the school year or within five (5) school days after the condition or impairment develops. The notification shall be in the form of a written statement signed and dated by a physician. It must also include the expected duration of the condition or impairment.



II. Excessive Absences/Intervention Strategies

In an effort to address and reduce the number of student absences, the School has developed this policy and the following procedures in consultation with the judge of the juvenile court of the county in which the School is located, parents/guardians/other persons having care of the School's students, and with appropriate state and local agencies.

A student shall be deemed "excessively absent" if absent with a nonmedical excuse or without legitimate excuse for thirty-eight or more hours in one School month or sixty-five or more hours in a School year. As an intervention strategy, the school will provide an excessively absent student with an intervention plan. The intervention plan will include as appropriate: counseling for a student who is a habitual truant; requesting or requiring their parent to attend parent involvement program(s) and/or a truancy prevention mediation program; notification of the registrar of motor vehicles; or taking other permissible legal action(s).

A. Procedures. The School shall follow the following procedures when a student is deemed to be excessively absent:

1. The Student's parent will be notified of the student's absences in writing within seven days of the triggering absence;
2. If the student's unexcused absences reach the level of habitual truancy (thirty or more consecutive hours, forty-two or more hours in a school month, or seventy-two hours in a school year), the School Superintendent or School Director shall assign the student to an intervention team within ten days of the triggering unexcused absence.
3. Within fourteen days, the intervention team shall develop an intervention plan for the student in an effort to reduce or eliminate further absences. Each plan may vary based on the student's individual needs. The plan shall be provided to the student's parent in writing within seven days of its development.
4. The intervention plan shall provide a notice to the student and their parent that the attendance officer shall file a complaint not later than sixty-one days after the plan's implementation date if the student has refused to participate or failed to make satisfactory progress on the intervention plan or on an Alternative to Adjudication program.



5. As part of the plan, the School may contact the appropriate juvenile court and ask that the student be informally enrolled in an alternative to adjudication program. If the student has been deemed excessively absent for the first time, and had no prior court involvement of any kind, the School shall pursue an Alternative to Adjudication program if one is available.
6. The members of an absence intervention team may vary, but shall include a representative from the School, a representative from the School that knows the child, and the child's parent. The Superintendent or School Director may also appoint a school psychologist, counselor, social worker, or representative from a public or non-profit agency designed to assist students and families in the reduction of absences. Members must be appointed within seven days of the triggering unexcused absence. The School's Superintendent or School Director shall make at least three good faith attempts to secure the participation of the parent. If the parent responds, they shall be informed of their right to appear by designee if they are unable to participate. If attempts to secure the parent's participation fail, the School shall investigate whether the failure to respond triggers mandatory reporting to public children's services agency and instruct the intervention team to develop an intervention plan without the presence of the parent.
7. If the student becomes habitually truant within 21 days prior to the last day of instruction in the school year, the School may assign one school official to work with the student's parent over the summer to develop an intervention plan. If applicable, the intervention plan shall commence no later than seven days prior to the first day of instruction for the subsequent school year. In the alternative, the School may toll the time periods for the summer and reconvene the intervention process upon the first day of instruction the next school year.
8. The School shall report to the Department of Education as soon as possible, in the format if and as prescribed, when any of the following occur:
 - a. A parent is sent a notice that the student is excessively absent;
 - b. When a child of compulsory school age that has been adjudicated as an unruly child violates the court order pursuant to that adjudication; and
 - c. When an absence intervention plan has been developed for a child.



III. Truancy

When the School deems a student truant and that the student's parent has failed to cause their attendance, the School may require the parent to attend an educational program established by rules of the State Board of Education for the purpose of encouraging parental involvement in compelling a child's attendance at school. Upon request of the School's Superintendent, the School's designated attendance officer shall investigate cases of possible truancy and warn the child, if found truant, and the child's parent in writing of the legal consequences of being truant. When any child of compulsory school age is in violation of law by not attending school, the School's attendance officer shall notify the student's parent to cause the child to attend school. If the child still does not attend, the attendance officer shall inform the School's Superintendent of that fact. Upon request of the School's Superintendent, the attendance officer shall send the child's parents a notice requiring attendance at a parental education program and may file a complaint against the parent in the appropriate court.

If the child is considered habitually truant, the School's attendance officer shall file a complaint in the appropriate court against the student and the student's parents alleging that the child is unruly for being a habitual truant and that the parent has failed to compel the student's attendance.

IV. Withdrawal

- A. A student will automatically be withdrawn from school if the student, without legitimate excuse, fails to participate in 72 consecutive hours of learning opportunities offered to the student.
- B. Whenever a student of compulsory school age withdraws:
 - 1. The student's teacher must ascertain the reason for the withdrawal and then immediately transmit that the student has withdrawn and the reason for the withdrawal to the School's Superintendent.
 - 2. If the withdrawal is due to a change in residence, the teacher must ascertain the next residence and include that information in the transmission to the School's Superintendent.



3. The School's Superintendent shall forward a card to the superintendent of the traditional district where the new residence is located showing essential facts including the child's new address.
- C. If a student of compulsory school age withdraws for a reason other than for a change of residence and is not enrolled in or attending an approved program to obtain a diploma or equivalent:
1. Within two weeks of the withdrawal, the School Superintendent must notify the registrar of motor vehicles and the juvenile judge of the county in which the School is located of the withdrawal and failure to enroll/attend an approved program. This notification must be given in writing to the juvenile judge and to the registrar of motor vehicles in the manner specified by those respective offices.

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.

CANELE

School Year	Estimated Per Pupil Expenditure
2024-2025	\$22,745.20
2025-2026	\$32,705.86
2026-2027	\$21,787.89
2027-2028	\$22,219.33
2028-2029	\$22,659.32

FY25 - October 2024 Submission			County: Stark				
IRN No.: 133306							
Type of School: Community School Brick and Mortar							
Contract Term: 07/01/2017 - 06/30/2025							
			School Name: immit Academy Community School for Alternative Learners - Cant				
			Statement of Receipt, Disbursements, and Changes in Fund Cash Balances				
			For the Fiscal Years Ended 2022 through 2024, Actual and				
			the Fiscal Years Ending 2025 through 2029, Forecasted				
</							

Purchased Services

Rent	51,600	51,600	52,460	-	-	-	-	-
Utilities	21,020	13,552	17,047	20,000	20,600	21,218	21,855	22,510
Other Facility Costs	116,865	93,415	128,073	365,343	1,625,000	140,000	144,200	148,526
Insurance	17,297	13,315	7,415	10,073	10,375	10,686	11,007	11,337
Management Fee	286,057	259,202	314,482	418,722	431,284	444,222	457,549	471,275
Sponsor Fee	33,133	38,315	48,383	46,000	47,380	48,801	50,265	51,773
Audit Fees	5,374	5,537	8,477	8,000	8,240	8,487	8,742	9,004
Contingency								
Transportation								
Legal		985	859	1,075	1,107	1,140	1,175	1,210
Marketing		2,653	2,566	7,723	7,955	8,193	8,439	8,692
Consulting		112,914	90,855	10,155	10,460	10,773	11,097	11,430
Salaries and Wages	774,085	984,184	1,130,158	1,070,646	1,102,765	1,135,848	1,169,924	1,205,022
Employee Benefits	267,354	311,940	387,321	395,927	407,805	420,039	432,640	445,619
Special Education Services		136,234	171,617	175,537	180,803	186,227	191,814	197,568
Technology Services		21,551	13,953	17,100	17,613	18,141	18,686	19,246
Food Services	84,490	83,663	98,061	70,202	72,308	74,477	76,712	79,013
Other	311,687	5,507	6,558	5,600	5,768	5,941	6,119	6,303
Total	1,968,962	2,134,567	2,478,285	2,622,103	3,949,463	2,534,197	2,610,223	2,688,529
	-	-	-	-	-	-	-	-

Financial Metrics

Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	4.41%	20.00%	8.33%	1.00%	1.00%	1.00%	1.00%
Growth in New Capital Outlay	0.00%	-93.08%	864.32%	-20.00%	3.00%	3.00%	3.00%	3.00%
Growth in Operating Receipts	0.00%	-14.18%	24.20%	9.75%	2.22%	2.00%	2.00%	2.00%
Growth in Non-Operating Receipts/Expenses	0.00%	89.83%	6.38%	18.47%	121.61%	-61.15%	5.15%	5.09%
Days of Cash	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Assumptions Narrative Summary

Fiscal Year 2025-2029 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

FY22 - FY23 amounts are based on the previous 5 Year Forecasts.

FY24 amounts are based on the June financials.

FY25 amounts are based on the FY25 budget.

The school classifies federal and state grant reimbursements as nonoperating receipts; however, the disbursements related to these receipts are classified as

operating disbursements. This gives the appearance of disbursements exceeding receipts until the nonoperating receipts (federal and state grants) are considered.

Operating and non-operating revenues for FY26 through FY29 are based on a 2% projected increase year-over-year except Federal Grants which are projected to remain flat.

Operating and non-operating expenses for FY26 through FY29 are based on a 3% increase in year-over-year.

The school has no debt.

Purchased services include salaries and wages, as all employees for the school are employees of the management company.

The management company for the school is Summit Academy Management and the Management Agreement is 100% pass-through.

OTHER FACILITY COSTS -The building was purchased in FY24 - Demolition of Rectory & Convent are scheduled for FY25 - Updates to the building will take place in FY26.

The rent has been removed beginning in FY25.

The contract between the school and the Management Company provides that the school shall transfer to the Management Company all revenues (the "Fee"). In exchange the Management Company provides all the personnel, administrative, operational, and facility services required to operate the school. Any year-end cash balance is transferred out of the school. Likewise the Management Company will transfer-in the funds to cover any negative year-end cash balance.

The Treasurer for the school is David M. Hoskin



Performance Accountability Framework

Attachment 11.6

School Name	Summit Academy Community School for Alternative Learners - Canton
School IRN#	133306
Building Leader	Santino Carter, Principal Sara Kwasnicka, Assistant Principal
Board President	Tiffany Biedenbach
Contract Term Dates	07/01/2017 – 06/30/2025
Management Company	Summit Academy Management
School Mission	The mission of Summit Academy Schools is to build hope, success, and well-being through education and advocacy for students with special needs.

Section I –Performance on the Ohio School Report Card Component

The ESC of Lake Erie West will use data reported by the Ohio School Report Card to analyze school performance on state-mandated assessments. All applicable measures and indicators of student performance on the report card will receive a rating based on performance. To successfully meet the target for measure and indicator, the school must be rated ***Meets Standard*** or higher.

School Academic Performance on the Traditional Ohio School Report Card				
Academic Indicators	Exceeds Standard (6 points)	Meets Standard (4 points)	Approaches Standard (2 Points)	Falls Below Standard (0 points)
Overall Rating	5 or 4 Stars	3 Stars	2 Stars	1 Star
Achievement Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Performance Index	≥80% of maximum score	≥70% but < 80% of maximum score	≥50% but < 70% of maximum score	< 50% of maximum score
Progress Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Gap Closing Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Chronic Absenteeism		Met		Not Met
Gifted Performance	N/A	N/A	N/A	N/A
Graduation Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
4-Year Graduation Rate	≥93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
5-Year Graduation. Rate	≥ 93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
Early Literacy Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Proficiency in 3 rd Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
Promotion to 4 th Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
Improving K-3 Literacy	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
College, Career, Workforce and Military Readiness		Not reported at this time		
PBIS		Yes		No

School Academic Performance on the Dropout Prevention and Recovery (DOPR) Ohio School Report Card

Academic Indicators	Exceeds Standard (6 points)	Meets Standard (4 points)	Does Not Meet Standard (0 points)
Overall Rating	Exceeds Standards	Meets Standards	Does Not Meet Standards
Achievement Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Progress Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Gap Closing Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Chronic Absenteeism		Met	Not Met
Graduation Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
4-Year Graduation Rate	Exceeds Standards	≥ 90% but < 93.5%	< 84%
5-Year Graduation Rate	Exceeds Standards	≥ 90% but < 93.5%	< 84%
6-Year Graduation Rate	Exceeds Standards	Meets Standards	Does Not Meet Standards
7-Year Graduation Rate	Exceeds Standards	From 68%-77%	< 58%
8-Year Graduation Rate	Exceeds Standards	From 68%-77%	< 58%
Combined Graduation Rate vs. All Ohio DOPR Schools	Scored 7% or more above all Ohio DOPR Schools	Scored the same as or up to 6.9% above all Ohio DOPR Schools	Scored below all Ohio DOPR Schools
College, Career, Workforce and Military Readiness		Not reported at this time	
PBIS		Yes	No

Section II – Academic Achievement Targets & Metrics Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance.

School Academic Achievement Targets & Metrics							
Measure Domain	Assessment	Grades		Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Achievement	Schools locally administered norm-referenced assessment Reading/ELA Spring Benchmarking	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Schools locally administered norm-referenced assessment Math Spring Benchmarking	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Algebra I EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in Algebra I	50-69% of students pass EOC exam in Algebra I	40-49% of students pass EOC exam in Algebra I	< 40% of students pass EOC exam in Algebra I
			DOPR	68% of students pass EOC exam in Algebra I	45-67% of students pass EOC exam in Algebra I	32-44% of students pass EOC exam in Algebra I	< 32% of students pass EOC exam in Algebra I
Achievement	English Language Arts II EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in ELA II	50-69% of students pass EOC exam in ELA II	40-49% of students pass EOC exam in ELA II	< 40% of students pass EOC exam in ELA II
			DOPR	68% of students pass EOC exam in ELA II	45-67% of students pass EOC exam in ELA II	32-44% of students pass EOC exam in ELA II	< 32% of students pass EOC exam in ELA II
Achievement	Credit Earning Rate	9th-12th	Traditional	The average credit earning rate for all students is 90-100%	The average credit earning rate for all students is 80-89%	The average credit earning rate for all students is 60-79%	The average credit earning rate for all students is below 60%
			DOPR	The average credit earning rate for all students is 80-100%	The average credit earning rate for all students is 70-79%	The average credit earning rate for all students is 60-69%	The average credit earning rate for all students is below 60%

Section III – Academic Growth Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on the students’ performance on the **fall to spring** benchmark assessment data. All locally administered norm-referenced assessments must be on the Ohio Department of Education and Workforce approved vendor list.

Traditional School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	K-12	Students will meet annual typical growth from the fall to spring benchmark assessment data	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		STAR					
Growth	Schools locally administered norm-referenced assessment Math	K-12	Students will meet annual typical growth from the fall to spring benchmark assessment data	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		STAR					

DOPR School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:		STAR					
Growth	Schools locally administered norm-referenced assessment Math	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:		STAR					

Section IV – Performance on Other Fiscal, Governance, Organizational, and Operational Components

The ESC of Lake Erie West will use data reported by the school to analyze the performance of the non-academic organizational, operational, compliance, and fiscal goals. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance.

School Fiscal Performance Targets and Metrics				
Measure Domain	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Current Ratio of Assets to Liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is \leq 0.9
Unrestricted Days of Cash	School has 60 days cash available	School has between 30 and 60 days cash available	School has between 15 and 30 days cash available	School has < 15 days cash available
Current-year Enrollment Variance	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90–95% of budgeted enrollment in most recent year	Actual enrollment is 80–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
Total Expense Variance	School expenses are less than 95% of projected	School expenses are between 95-100% of projected	School expenses are between 100-110% of projected	School expenses are more than 110% of projected
Sponsor Financial Reporting	All reports submitted by deadline	No more than two (2) reports or responses submitted no more than five (5) days late	Between three (3) to four (4) reports submitted no more than five (5) days late	More than four (4) reports submitted late or more than five (5) days late
Audit Findings	School's most recent audit contains zero (0) findings AND management letter comments	School's most recent audit contains zero (0) findings and no more than two (2) management letter comments	School's most recent audit contains zero (0) findings and between two (2) to five (5) management letter comments	School's most recent audit contains any findings and/or five (5) or more management letter comments
Sustainability	The % of eligible students remaining enrolled from one year to the next (September to September) will be at least 90%	The % of eligible students remaining enrolled from one year to the next (September to September) will be 80-89%	The % of eligible students remaining enrolled from one year to the next (September to September) will be at least 70-79%	The % of eligible students remaining enrolled from one year to the next (September to September) below 70%

School Governance Performance Targets and Metrics

Measure Domain	Assessment	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
School Governance	Board Engagement	100% of board members attend two (2) or more school visits or school-sponsored events	100% of board members attend at least one (1) school visit or school-sponsored event	At least one board member attends at least one (1) school visit or school-sponsored event	Zero (0) board members attend a school visit or school-sponsored event
School Governance	Required Number of Regular Board Meetings		Six (6) Meetings held per year	Five (5) meetings held per year	Four (4) or fewer meetings held per year
School Governance	Required Number of Board Members		Five (5) or more sponsor approved board members for all meetings		Fewer than five (5) sponsor approved board members for one (1) or more meetings
School Governance	Proper Meeting Notice		Timely public notice for all meetings, reschedules, and cancellations	Timely public notice not provided for one (1) meeting, reschedule, or cancellation	Timely public notice not provided for two (2) or more meetings, reschedules, or cancellations
School Governance	Required Board Member Training		Completion of Open Meetings and Public Records for 100% of board members	Completion of Open Meetings and Public Records for 80-99% of board members	Completion of Open Meetings and Public Records for less than 80% of board members
School Governance	Board Member Attendance	Overall member attendance is > 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-79%	Overall member attendance is < 70%

Compliance/Organizational/Operational Performance Targets and Metrics					
Measure Domain	Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Legal Compliance	On-Time Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Accuracy of Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Five-Year Forecast Submission		November & May forecasts approved and submitted on-time	November & May forecasts approved and submitted 1-15 days after deadline	November & May forecasts approved and submitted 16 or more days after deadline
Legal Compliance	Annual Budget		Annual Budget approved and submitted on-time	Annual Budget approved and submitted 1-15 days after deadline	Annual Budget approved and submitted 16 or more days after deadline
Legal Compliance	Annual Report		School Annual Report submitted AND made available to parents by the due date		School Annual Report not submitted OR not made available to parents by the due date
Legal Compliance	Emergency Management Plan		Emergency management plan approved and current		Emergency management plan not submitted on time, approved or expired
Student Discipline K-3	House Bill 318 restricts the out-of-school suspensions (OSS) and expulsions for students in grades K–3 grade for offenses that do not pose significant danger to school and student safety (as defined by Ohio law). <i>**Detailed documentation is required to determine if OSS meets the requirements of the law**</i>	Zero (0) out-of-school suspensions (OSS)	One (1) or more OSS with proper documentation and within the guidelines of the law		One (1) or more OSS without proper documentation and/or without meeting guidelines of the law

Student Discipline 4-8	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year OR zero OSS	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year
Student Discipline 9-12	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year OR zero OSS	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year