

AMENDED AND RESTATED CONTRACT

FOR

OHIO COMMUNITY SCHOOL

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

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

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

WHEREAS, the Governing Authority and the ESCLEW wishes to fully state and restate their agreement to operate an Ohio public community school;

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

ARTICLE I

Continuation of Community School

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

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

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

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

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

ARTICLE II

Governing Authority/Administration

- 2.1 **Governing Authority Members.** The Governing Authority (its Board of Directors, Directors, or Board) must contain at least five Directors (members). All Governing Authority members must be preapproved by Sponsor. No Governing Authority member may serve on the Board if restricted from doing so by R.C. 3314.02(E) or any other law, rule, or regulation. All Governing Authority members must provide copies of clean BCI and FBI criminal background checks and signed Conflict of Interest Disclosure Forms to the Sponsor before the effective date of the member's

term. All BCI and FBI criminal background checks must be repeated at least every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.

Attached as **Attachment 2.1** are the names and e-mail addresses used for school business of the current Governing Authority members. The Sponsor may have access to the names, addresses, work, home and mobile numbers, and electronic mail addresses of the Governing Authority members, provided only the names and email addresses used for business of the School will be released to the public. Separately, and not as a public record, the Sponsor shall collect the above-referenced information of the Governing Authority members. A description of the process by which the Governing Authority members shall be selected and removed in the future must be in the Code of Regulations included in **Attachment 1.4**. The Sponsor shall be promptly notified in writing of any changes in members, including names of resignations and changes to contact information, within five (5) business days of such change.

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

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

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

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

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

Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract. In order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint and/or dismiss Directors, if the Sponsor deems necessary at its discretion.

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

ARTICLE III Operations

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

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

- 3.3 **Non-Sectarian.** The School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations, and it shall not be operated by a sectarian school or religious institution.

- 3.4 **Disposition of Assets.** In the event that this Contract is (a) suspended and terminated, (b) not renewed and not reassigned to or sponsored by another authorized sponsor, or (c) the School dissolves, the operation of the School will cease as a community school. The following requirements and procedures apply regarding the Governing Authority and the School:
- (a) Regarding employees:
 - (1) If there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed.
 - (2) In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or a reduction in force. Expiring employee contracts may be non-renewed. The School shall follow the plan for disposition of employees as detailed in **Attachment 8.2.**
 - (b) Upon termination of this Contract, by law or by these contract provisions, or, upon dissolution of the Ohio non-profit corporation that operates the School, all equipment, supplies, real property, books, furniture, or other assets of the School shall be distributed in accordance with R.C. Chapter 1702, 3314.015(E), and 3314.074, subject to and in accordance with any other applicable laws, rules, or regulations.
 - (c) The School shall comply with and cooperate with the closing requirements summarized on **Attachment 3.4** and all other required procedures, including any ODE Closing Procedure Guidance at the pertinent time, even if listed as requirements of the Sponsor. The Governing Authority and the licensed School Treasurer shall stay in their positions until the closing of the School and the final audit is completed.
- 3.5 **Commencement of School Operations.** The School shall open for operation not later than September 30 of each school year, unless the mission of the School is solely to serve dropouts or unless Sponsor is rated exemplary for two or more consecutive years. If the School fails to open within one (1) year after the execution of this Contract, this Contract may be deemed void.
- 3.6 **Policies and Parent Surveys.** Upon request, the School shall send to Sponsor copies of policies and handbooks, including its parent and foster caregiver involvement policy, and any parent survey measuring parent satisfaction with the operation of the School.

ARTICLE IV

Compliance with Laws

- 4.1 **Compliance with Ohio Laws.** The School shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391, Chapters 117., 1347., 1702., 2744., 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, the School will comply with these sections and chapters of the Ohio Revised Code now in

effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory are permissive, unless otherwise specifically required under this Contract. Laws listed above which are mandatory are also mandatory under this Contract.

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

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

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

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

If the School is a recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the “American Recovery and Reinvestment Act of 2009,” the School will pay teachers based on performance in accordance with R.C. 3317.141, will comply with R.C. 3319.111 as if it were a district, and will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the ODE, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.

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

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

ARTICLE V

Facilities

- 5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at **5868 Stumph Road, Parma, Ohio 44130**. The School may not open an additional facility without the prior written approval of Sponsor and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities. If the School already has a second facility, the second facility is located at _____. Any additional facilities at the time of signing this Contract along with the primary location are described on **Attachment 5.2**.

- 5.2 **Lease or Purchase.** Any lease or use of any School facility must be documented in writing. If any School facility has been or will be leased, the lease shall not be signed unless it is consistent with the budget approved by the Governing Authority. The Governing Authority shall not enter into a lease with the operator of the School, if any, for any parcel of real property until an independent professional in the real estate field verifies via addendum (“operator addendum”) that the lease is commercially reasonable at the time of signing. Every lease must contain a governmental fund-out clause. A copy of the fully executed lease and all subsequent amendments, modifications, or renewals thereof, must be provided to the Sponsor within five (5) business days of execution.

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

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

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

A Certificate of Occupancy must be provided to the Sponsor prior to occupancy, and thereafter, annually or upon request. Proof of occupancy shall be satisfied by the Governing Authority providing to the Sponsor any permanent, interim, or temporary certificate of occupancy issued by the government agency having jurisdiction over the same.

ARTICLE VI

Educational Program

- 6.1 **Enrollment.** The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School shall serve grades **K through 12** and ages **5 through 22**. The School may not add or remove grades without the prior approval of the Sponsor and modification of this Contract. The School agrees to be compliant with the maximum number of people allowed per room and/or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department. An involuntary and material decrease in enrollment may be a sole good cause for nonrenewal, suspension, or termination at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or, (ii) thirty percent

(30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.

- 6.2 **Continuing Operation.** The School agrees to continue operation by teaching the minimum number of students permitted by law. Failure to continue operation without interruption is grounds for termination of this Contract. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as any change of one week or more, either consecutively or cumulatively. If the School temporarily ceases operation for any reason, time is of the essence in resuming and continuing operation.
- 6.3 **Education Plan.** The School's education plan, including the School's mission, philosophy, the characteristics of the students the School expects to attract, the ages and grades of students, focus of the curriculum, and instructional methods, is attached as **Attachment 6.3**. The educational plan must show how the School's curriculum is aligned with Ohio Content Standards. The education plan in **Attachment 6.3** must include all classroom-based and non-classroom-based learning opportunities, which comply with the criteria for student participation established in R.C. 3314.08(H)(2). ESCLEW specifically authorizes "learning opportunities" to include educational opportunities provided by the School during suspension of the School's students, if provided for by the School's own policies, as well as any opportunities provided for in a Credit Flex or College Career Plus program of the School. **Attachment 6.3** shall detail any blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements, and it shall indicate whether the School is planning to seek designation as a STEM school equivalent under R.C. 3326.032.
- 6.4 **Academic Proficiency and Achievement Assessments.** The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the ODE, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. Academic goals and performance standards by which the School will be evaluated by the sponsor and which shall include but are not limited to all applicable report card measures and assessments administered by the School are outlined in **Attachment 11.6**.
- 6.5 **Racial and Ethnic Balance.** The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve and attempt to continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 6.5**. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the School violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exceptions pursuant to federal law, R.C. 3314.26, 3314.08(F) or R.C. 3314.06(A), tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, the School's engaging in voluntary fundraising activities, or parents giving voluntary donations.

- 6.7 **Student Discipline and Dismissal Policies.** The School shall adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed and the due process related thereto. The School must also maintain a policy for the discipline, suspension, and expulsion of disabled students and a policy for Positive Behavioral Interventions and Supports/Restraint and Seclusion. All such policies are included in **Attachment 6.7**.
- 6.8 **Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and it shall make such plan available for review by Sponsor.
- 6.9 **Disabled Students.** During admission and enrollment of any disabled student and thereafter the School shall comply with all federal and state laws regarding the education of students with special needs. The School shall provide all necessary related services, or the School may contract for accommodations or related services provided that it provides documentation to Sponsor identifying the providers, the plan to provide services, and the provider's qualifications, experience, and reputation. The School must annually adopt its plan for carrying through on all special education laws, rules and procedures.
- 6.10 **School Closure.** The School agrees to remain open for students to attend until the end of the school year in which it is determined that the School must close, provided however, that Sponsor may suspend the operations or terminate the contract as otherwise indicated by law. Unless suspended, the programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Governing Authority and its administration take sole responsibility for the ODE closing procedures listed in **Attachment 3.4** and indemnifies, shall defend, and hold harmless the Sponsor for all performance thereof.
- 6.11 **High School Diplomas.** The School shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the School is a high school awarding a diploma, the School shall comply with R.C. 3313.61, 3313.611, and 3313.614, except that, by completing the curriculum adopted by the Governing Authority, the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Revised Code or any rules of the state board of education. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning in the 2017-18 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency, as adopted by the state board of education under R.C. 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall also comply with the framework developed by the Ohio Department of Education under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education. Prior to graduation, the School shall send its list of graduates to Sponsor, and Sponsor shall be invited to all graduation ceremonies.

6.12 **Admissions Policy.** The School shall follow the admissions and enrollment policy and procedures of the School attached hereto as **Attachment 6.12**. Any change in these policies must be reported in writing to the Sponsor within five (5) business days. At a minimum, the admission policy, at all times, must:

- (a) specify that the school will not discriminate in its admission of students to the school on the basis of race, religion, color, gender, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude, except the School may limit admission to “at-risk” students, as specified in 6.12(b) or elsewhere specifically mentioned in applicable Ohio law. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities;
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or 3313.65 or that has been admitted in accordance with R.C. 3321.01(A)(2), except that admission to the school may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon and which is included in **Attachment 6.12**, and/or (iii) residents of a specific geographic area that the parties to this Contract agree upon.

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

- (c) The School shall adopt a policy regarding the admission of students residing outside the district in which the School is located, which policy shall comply with the administrative procedures specified herein and shall either prohibit the enrollment of students who reside outside the district in which the School is located, permit the enrollment of students who reside in districts adjacent to the district in which the School is located, or permit the enrollment of students who reside in any other district in the state. The policy is included in **Attachment 6.12**. If the School admits out-of-state students, it shall adopt a policy and tuition schedule after consultation with the School’s attorney as to the extent permitted by law and a writing to that effect addressed to the Sponsor.

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

ARTICLE VII

Reporting

- 7.1 **Annual Report.** Not later than October 30 of each year, the Governing Authority shall submit to the Sponsor, the parents of all students enrolled in the School, and any other statutorily required parties, its financial status and the annual report of its activities and progress in meeting the goals and standards of this Contract.
- 7.2 **Reports to Sponsor.** The Governing Authority shall report to the Sponsor the following on or before the day set by statute, rule, regulation, or by the Sponsor, all information or documents required under applicable law, including but not limited to:
- (a) a comprehensive plan for the School, and any updates to such plan, which shall specify:
 - i. the process by which the Governing Authority will be selected in the future;
 - ii. the management and administration of the School;
 - iii. the instructional program and educational philosophy of the School; and
 - iv. internal financial controls;
 - (b) on a monthly basis,
 - i. requested information related to student discipline, truancy compliance, withdrawals, and special education;
 - ii. staff and teacher turnover, including new staff qualifications;
 - iii. enrollment numbers, financials, budgets, fixed assets, liabilities, or similar information; and
 - iv. any changes in structure or governance;
 - (c) any event, occurrence, or circumstance that could reasonably have a material adverse effect on the operations, properties, assets, financial condition, enrollment, or reputation of the School;
 - (d) on an annual basis,
 - i. verification of completion of annual public records and open meetings law training by each Governing Authority member, Fiscal Officer, Chief Administrative Officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the School through an operator contract;
 - ii. any finding for recovery issued by the Auditor of State against any Governing Authority member, the operator, or any employee who works at the School;
 - iii. disclosure statements and signed ethics and conflicts policies for Governing Authority member as filed pursuant to R.C. 3314.02(E)(7);
 - iv. updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
 - v. a detailed accounting of the nature and costs of the goods and services that the operator provides to the School, pursuant to R.C. 3314.024, if the operator receives more than twenty percent (20%) of the School's gross annual revenues; and
 - vi. the information required under R.C. 3314.08(B)(2); and
 - (e) all items required to be reported in this Contract, required by Sponsor through the Sponsor's document management system, Epicenter, or by the ODE, including but not limited to those listed on **Attachment 7.2**.

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

ARTICLE VIII

Employees

- 8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the School. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3314.31 or other applicable sections of the Revised Code. The School shall submit to Sponsor an affidavit that all classroom teachers meet qualification requirements and make qualifications available to Sponsor for review, upon request. The School may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by law. The school-wide students to full-time equivalent classroom teacher ratio shall be no more than **25 to 1**, unless otherwise agreed to in writing between Sponsor and School. The School may also employ necessary non-teaching employees.

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

- 8.2 **Dismissal of Employees.** Subject to Section 11.2 below, the Governing Authority may employ administrators, teachers, and non-teaching employees necessary to carry out its mission and fulfill this Contract, so long as no contract of employment extends beyond the term of this Contract. The dismissal procedures for staff and the plan for disposition of employees if this Contract is terminated or not renewed are set out in **Attachment 8.2**.
- 8.3 **Employee Benefits.** A summary of all health or other benefits provided by the School or operator to full-time employees of the School shall be set out in **Attachment 8.3**, which may be amended by the School from time to time. All such amendments shall be provided to Sponsor in writing within five (5) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Revised Code, the collective bargaining agreement supersedes **Attachment 8.3** to the extent that the collective bargaining agreement provides for health and other benefits. Any collective bargaining agreement shall not, under any circumstances, be a part of this Contract. To the extent required or allowed by state and federal law, the School shall comply with chapters 3307 and 3309 of the Ohio Revised Code.
- 8.4 **Criminal Background Check.** All criminal background records checks (BCI&I/FBI fingerprint and background check information) of teachers, staff, or the Governing Authority must be timely conducted at the School's expense, in accordance with law. All background checks must be acceptable to both the Sponsor and Governing Authority. The Governing Authority hereby appoints the Sponsor as a representative pursuant to R.C. 3319.39(D), for purposes of receiving and reviewing the results of criminal background checks performed under R.C. 3319.39(A)(1) for employees working at the School and authorizes its agents to communicate this information

directly to the Sponsor. All volunteers must be notified that the School may require a background check of the volunteer at any time, at the School's request.

ARTICLE IX

Finance

9.1 **Financial Records.** The School's financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State. The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2). Audits shall be conducted in accordance with R.C. 117.10. Within five (5) business days of receiving notification from the Auditor, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meetings with the Auditor. The Sponsor shall maintain a presence at all meetings with the Auditor of State, though the Sponsor may elect to do so through its representatives and/or via electronic means, unless such meeting presence or meeting is waived by the Auditor of State's office. If the Governing Authority contracts with an entity specializing in audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.

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

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

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

- 9.4 **Fiscal Bond.** The School's Fiscal Officer shall execute a bond in an amount annually approved by Governing Authority in a resolution, but for no less than twenty-five thousand dollars (\$25,000), payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School's Fiscal Officer. The bond shall be deposited with and certified by the Governing Authority, a certified copy thereof filed with the county auditor, and a copy shall be contained in **Attachment 9.4**. Any updates, cancellations or changes to the bond shall be sent to the Sponsor within five (5) business days. Cancellation of the bond may be grounds for suspension or termination.
- 9.5. **Financial Plan.** A financial plan detailing an estimated school budget for every year of the Contract is attached as **Attachment 9.5**. Each year of this Contract, on or before October 31, a school budget that includes all required elements under R.C. 3314.032(C) shall be adopted by the Governing Authority and submitted to the Sponsor. If the School is managed by a third party operator, the Governing Authority must procure from such operator sufficient data, at the Sponsor's discretion, to allow the Sponsor to review revenue and expenses as required or permitted by law. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year. The School agrees to provide further breakdown of revenue or expenses, or line items for expenses or revenue not projected, upon Sponsor's request. Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6**.
- 9.6 **Borrowing Money.** The School may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School must issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the School. The School may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities. All moneys borrowed from the School's operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
- 9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** For and in consideration of two and a half percent (2.5%) of the total amount of payments for operating expenses received by the School from the State of Ohio (but only up to three percent (3%) of such funds unless otherwise allowed by law), the Sponsor shall provide the monitoring, oversight, and technical assistance required by law. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The word "received" means the acceptance by the Sponsor in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible, except for reductions due to FTE findings already deducted in the then current monthly statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee.

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

However,

1. It shall not be mandatory for the Sponsor to raise any oversight fee;
2. Nothing shall prohibit the Sponsor from raising the oversight fee to any increment below 0.5% of the last fee amount, and
3. The School may exercise an option to waive any increase, once during the first 35-month period of this Contract only, as measured from the proposed effective date of the last Sponsor-requested raise in fee if:
 - a. the School's enrollment at the time of the notice of increase is a thousand (1,000) students or more on the most recent past month's CSADM report; or
 - b. All of the following are true: (i) the School's most recently officially released academic Ohio Report Card Rating is an overall B or higher; (ii) there are no findings in the School's last officially released annual state audit; and (iii) no special education, FTE, federal grant, or lunch audit findings, and no special audits or other administrative audits then being conducted.
4. Should the laws, rules, or regulations change to increase oversight fees or regulate how or from whom they are paid or otherwise, this Contract shall be amended to comply with such laws at the Sponsor's written request and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor's written request.

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

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

ARTICLE X

Insurance/Indemnification

10.1 **Liability Insurance.** The Governing Authority will, at all times, maintain comprehensive general liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than five million dollars (\$5,000,000). The insurance coverage shall be not only for the School and the Governing Authority, its Directors, Officers, and its employees, but also for the Sponsor as additional insured. The Governing Authority shall also maintain directors and officers liability and errors and omissions coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence. The insurance coverage must be occurrence coverage, rather than claims made coverage. The Governing Authority must obtain policies that notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and the School shall provide evidence of coverage as **Attachment 10.1**. The School must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, proof of worker's compensation payments and unemployment compensation payments, and notice of lapse

of any such coverage to Sponsor within five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.

10.2 **Indemnification.** The Governing Authority and School shall defend, indemnify, save, and hold harmless the Sponsor and its Board, Superintendent, officers, employees, and agents from any and all claims, demands, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', experts', accounting, auditors', or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:

- (a) A failure of the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or this Contract;
- (b) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to Sponsor;
- (c) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to meet the obligations of this Contract or any other contract or other obligation between or on behalf of the School and another party;
- (d) An action or omission by the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors that results in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or Liabilities;
- (e) Any sum that the Sponsor may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the School to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under the law, and all agreements delivered in any way connected herewith, on the part of the School, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the Governing Authority, or to third parties in any way related to the School or its operations or in any way related to closure, termination, or suspension of the School;
- (f) Any audit finding based on failure of the School to accurately report enrollment, attendance, participation in learning opportunities or inaccurate EMIS submissions; and,
- (f) Any Liabilities incurred by Sponsor or any of its officers, directors, employees, agents, or contractors as a result of an action or legal proceeding at law or equity brought against Sponsor by the School unless the School or Governing Authority obtains a final judgment or order on the merits against the Sponsor, and the right to appeal such judgment or order has been exhausted or has expired.

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

10.3 **Indemnification if Employee Leave of Absence.** If the Sponsor provides a leave of absence to a person who is thereafter employed by the School, the Governing Authority and the School shall defend, indemnify, and hold harmless the Sponsor and its board members, Superintendent,

employees, and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the Governing Authority. Nothing in this subsection, however, obligates the Sponsor to provide such a leave of absence.

- 10.4 **Survival.** All provisions of Section 10.2 shall survive the voidance, expiration, termination, nonrenewal, suspension, or abandonment of this Contract.

ARTICLE XI

General Provisions

- 11.1 **Contract Authorization.** Before executing this Contract, the Governing Authority must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the party, with full authority to bind the party. The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract or by the Sponsor, contracts entered into by the School with third parties shall provide for the School's right to terminate upon failure of the School to remain in operation.
- 11.3 **General Acknowledgements.** The Governing Authority specifically recognizes and acknowledges the following:
- (a) The Governing Authority is responsible for carrying out the provisions of this Contract.
 - (b) For purposes of this Contract, "sponsor approval" means written approval by the ESCLEW Governing Board, the ESCLEW Governing Board President, Superintendent, or Community Schools Center Director, or other Sponsor agent authorized by the ESCLEW Governing Board.
 - (c) The Sponsor's authority to assume operation of the School under the conditions specified in R.C. 3314.073(B).
 - (d) The authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
 - (e) The authority of the ODE to suspend the operations of the School under R.C. 3314.072 if the department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.
 - (f) That the Sponsor is not liable for the acts, omissions, or the debts of the School pursuant to R.C. 3314.07(D) and 3314.08(G)(2), as well as any other applicable law limiting the liability of the Sponsor.
 - (g) That the Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the status of the School as an Ohio Community School, as well as correct problems in the School's performance.
 - (h) That the ODE may take over sponsorship of the School in accordance with R.C. 3314.015(C).
 - (i) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.

- (j) That the Auditor of the State of Ohio may deem the School “unauditable” and direct the stoppage of funding for the School, and that the Sponsor has the right to terminate this Contract in such a situation.
- (k) That the ODE has set out its guidance for closing procedures (attached as a modified supplement in **Attachment 3.4**).
- (l) That the Sponsor and its officers, directors, governing board, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the Contract, that is taken to fulfill the Sponsor’s responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise, and the School hereby indemnifies, defends, and shall hold the Sponsor harmless from all such actions.

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

11.5 **Term.** This Contract shall be for a term of **five (5) year(s)**, effective as of or commencing on July 1, 2018 and ending on June 30, 2023. However, the School agrees to close voluntarily and waives all rights of due process and all claims, losses, causes of action, or damages of any kind against the Sponsor if the School is closed mandatorily by statute, by another governmental agency, or by operation of law.

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

11.7 **Renewal and Non-Renewal of this Contract.**

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

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

Renewal decisions are based upon an analysis of the following:

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

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

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

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

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

conditions to the satisfaction of Sponsor. Sponsor may suspend in lieu of probation at any time pursuant to Section 11.9 below.

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

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

If the Sponsor suspends the operation of the School pursuant to R.C. 3314.072, this Contract shall become void if the Governing Authority fails to provide a proposal to remedy the conditions cited by the Sponsor as reasons for the suspension, to the satisfaction of the Sponsor, by September 30 of the school year immediately following the school year in which the operation of school was suspended.

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

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

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

If the Contract is terminated for failure to meet student performance requirements stated in the contract or for failure to meet generally accepted standards of fiscal management, the School must

close permanently at the end of the then-current school year or on a date specified in the notification of termination and the School shall not enter into a contract with any other sponsor.

- 11.11 **Good Faith Deposit.** Immediately upon any Notice of Intent to Suspend, any notice of closure or suspension from any governmental or administrative agency, or upon a vote of closure by the School, the School must submit to Sponsor a good faith deposit of fifteen thousand dollars (\$15,000), or less at the option of the Sponsor, to cover costs of any legal or other professional fees which may be required or desirable to facilitate matters including, but not limited to, notices to parents, transfer of files, change of locks, , securing assets, segregating or selling assets, returning assets, or other professional or non-professional fees or costs incurred by Sponsor, which are in any way associated with termination and closure of the School, in case the School fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit will be returned to the School or sent to the appropriate creditor without interest, if not used for these purposes by the Sponsor.
- 11.12 **Failure to Open/Permanent Closure.** If the School fails to open before September 30th of any year (unless the School is a Drop-out Prevention and Recovery school) or within one (1) year after the initial execution hereof, or, if the School permanently closes prior to the Expiration Date hereof, this Contract shall become void upon notice by Sponsor to School, subject only to the survival of Section 10.2 of this Contract.
- 11.13 **Compliance with Requests of Sponsor.** The School shall timely comply with all reasonable requests of the Sponsor and allow the Sponsor to monitor the School operations. Failure to do so is grounds for suspension, termination, or non-renewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate assurances of cure or actual cure within a period of time acceptable to Sponsor. Notwithstanding the above, the Sponsor may, at its discretion and in particular for non-emergency situations, extend any deadline stated in this Contract.
- 11.14 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.15 **Assignments/No Third Party Beneficiaries.** This Contract and its terms shall not be assigned or delegated without the express written approval of Sponsor. This Contract shall inure to the benefit of, and shall be binding upon, the School, the Sponsor, and their respective permitted successors or assigns; subject, however, to the following specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.
- 11.16 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and notice may be satisfied by personal delivery or by any other means by which receipt can be documented to: in the case of the Sponsor, the Superintendent, at the last-known business address of the Sponsor; in the case of the Governing Authority, the Chief Administrative Officer, a member of the Governing Authority, or the Governing Authority's attorney, at the last known business or home address of the School, its administrator, Governing Authority member, or Governing Authority's attorney.

Should the School be abandoned by or not have in place an administrator or an authorized Director of the Board, the Sponsor may give notice to the ODE.

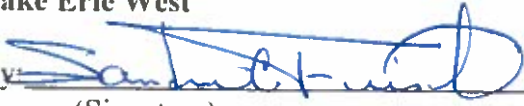
11.17 **Severability.** Should any term, clause, or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses, or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

11.18 **Changes or Modifications.** This Contract constitutes the entire agreement among the parties, and no changes or modifications to this Contract shall be valid and binding unless signed by both the Sponsor and the Governing Authority and attached to this Contract. Notifications required by this Contract shall not be considered changes or modifications of this Contract.

The Sponsor has an obligation to update this Contract periodically due to changes in Statutes, case law, rules, procedures or governmental mandates, and the School agrees to modify the Contract at any time for those reasons.

11.19 **Attachments.** All Attachments to this Contract are attached hereto and incorporated by reference into the Contract, as an integral part of this Contract.

**Educational Service Center of
Lake Erie West**

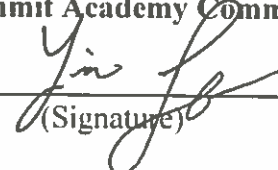
By: 
(Signature)

Its: Superintendent

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

Date: 6-21-2018

**Governing Authority of
Summit Academy Community School - Parma**

By: 
(Signature)

Its: President

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

Date: June 12, 2018

ATTACHMENT 1.4 GOVERNANCE PLAN

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

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

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

REVISED
AMENDED AND RESTATED CODE OF REGULATIONS
OF
SUMMIT ACADEMY COMMUNITY SCHOOL - PARMA

Adopted: June 13, 2017

ARTICLE I
PURPOSE

Section 1. Purpose. The Summit Academy Community School - Parma (the "Corporation") is organized for charitable and educational purposes as a public benefit corporation to operate as a public school in the State of Ohio, as further provided in the Corporation's Articles of Incorporation (the "Articles").

ARTICLE II
DIRECTORS

Section 1. Directors as Members. There shall be no members of the Corporation. The Directors shall, for purposes of any statute or rule of law relating to Ohio non-profit corporations, act as the members of the Corporation, and shall have all the rights and privileges of members as permitted under the Ohio Non-Profit Statute, Chapter 1702 of the Ohio Revised Code (as amended), to the extent necessary for the proper operation of the Corporation. The procedures governing the actions of the Directors set forth in this Amended and Restated Code of Regulations (the "Regulations") and the Ohio Non-Profit Statute, Chapter 1702 of the Ohio Revised Code (as amended), shall apply to all actions taken by the Directors when acting as the Corporation's members.

Section 2. Number. The number of Directors of the Corporation shall be at least five (5) and no more than fifteen (15), or such greater number as may be subsequently determined by the Directors.

Section 3. Term. Each Director will serve a three-year term, which expires on June 30th of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. The Directors of the Corporation as of the date of adoption of these Regulations is set forth on the attached **Exhibit A**. Notwithstanding anything in these Regulations to the contrary, the Directors listed on the attached **Exhibit A** will serve initial terms of three (3) years, two (2) years, or one (1) year, beginning on the date of adoption of these Regulations (as set forth in the attached **Exhibit A**), in order to create staggered terms. A Director elected to fill a vacancy created by resignation, removal, death of a Director shall complete the unexpired term of that Director and serve until his or her successor is elected unless he/she earlier resigns, dies, or is removed. A Director elected to fill a vacancy resulting from an increase in the number of Directors shall serve for an initial term that is determined by the Board of Directors.

Section 4. Qualifications and Role of Directors. The Directors shall be, in their capacity as Directors, the Governing Board of a public community school in Ohio. The Directors shall have a strong interest in the welfare of the Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special

assignments and serve on committees.

Section 5. Election of Directors. Candidates for Director shall be nominated by the Board of Directors or a committee thereof. The Board of Directors shall elect Directors to fill the vacancies created by the expiration of the Directors' terms of Office at the annual meeting of the Board of Directors or, if not held, at the next scheduled regular meeting or a special meeting called for that purpose. Directors shall cumulate their votes when voting to fill more than one vacancy on the Board of Directors. The Board of Directors shall fill any vacancy in the Board of Directors resulting from an increase in the number of Directors or the resignation, removal, or death of Director as soon as is practicable at a regularly scheduled or special meeting of the Board of Directors. The remaining Directors, though less than a majority of the whole authorized number of Directors, may, by a vote of the majority of their number, fill any vacancy in the Board for the unexpired term.

Section 6. Meetings. The annual meeting of the Directors shall be held at such time, date, and place as a majority of the Directors may determine. The Board of Directors may, by resolution, provide for regularly scheduled meetings of the Board. Special meetings may be called at any time by the President or by any two (2) Directors. Provided however, for so long as the Corporation is operating as a public Ohio community school, meetings relating in any way to the business or operation of the public school must be open to the public and publicized or advertised as required by law. Notwithstanding anything to the contrary in this Code, no group of Directors which consist of a majority of the Board of Directors, including committees of Directors, shall meet in a prearranged manner to discuss public school business, without proper notice to the public of a regular or special meeting.

The rules contained in the current edition of Robert's Rules of Order Newly Revised, shall govern the applicable procedure at meetings, as long as such rules are not inconsistent with these Regulations, Ohio law, or any special rules the Board of Directors may adopt.

Section 7. Quorum and Voting. The physical presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. A vote of a simple majority of the Directors physically present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors unless otherwise provided by law or herein. The Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote. In the event the Corporation is no longer operating a public Ohio community school, or, in the event Ohio law ever allows the following procedure for open meetings, then the Directors shall for purposes of this section be deemed present and able to vote at such meeting if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can communicate with each other at the same time.

Section 8. Notice and Waiver. Unless waived, notice of each annual or special meeting communicating the day, hour and place, and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting.

Any notice required to be given by these Regulations, shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission, or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice sent by

personal delivery, telegram, telecopy, or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when delivered or deposited in the mail or with the courier service. Notice, if sent by United States mail, express mail, courier service, or telegram shall be sent to the address of the person listed in the records of the Corporation. Notice, if sent by telecopy or electronic mail, shall be sent to the number/address furnished by the person for such transmissions.

Notice of the time and place of any meeting of the Board of Directors may be waived by telegram, telecopy, electronic mail transmission, or other writing, either before or after such meeting has been held. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice of that meeting. However, once a charter contract is executed and the corporation is a public school, nothing in this Section 8 shall alter the duty of the Corporation to provide proper notice of meetings to the public.

Section 9. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided however, if the Corporation is operating as a public school pursuant to a fully executed charter contract, all action must be taken at open and public meetings and action by written consent shall not be allowed.

Section 10. Committees of Directors. The Board of Directors may create a committee or committees as the Directors may determine, the members of which committee or committees shall consist of not less than one (1) Director. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall be in the nature only of recommendations to the Board of Directors. Notwithstanding anything to the contrary in this Section 10 however, once the Corporation has a fully executed charter contract and becomes a public school, no committee nor any group of Directors, which consist of a majority of the Board of Directors, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special meeting, and, only the votes of the Board of Directors shall be valid and binding.

Section 11. Other Advisory Councils. The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations or advisory councils which are not part of the Board of Directors, such as those of parents or other groups.

Section 12. Removal of Directors. Any Director may be removed, with or without cause, at any time.

Section 13. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective upon receipt of the resignation by an officer of the Board or, if later, upon the date specified by the Director in his/her resignation. Vacancies in the Board of Directors shall be filled in accordance with Section 5 of this Article II.

Section 14. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles, and these Regulations of the Corporation, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

Section 15. Honorary Directors. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title "Honorary Director" at the discretion of the Board. Honorary Directors are elected for life, are not voting members of the Board and are permitted but not required to attend meetings. The title of an Honorary Director may be revoked by a vote of the Board of Directors in accordance with Section 12 of this Article.

Section 16. Summit Academy Management. Under the terms of the Code of Regulations and other governing documents for Summit Academy Management, an Ohio non-profit corporation ("SAM"), the Corporation, along with the other Summit Academy Schools serving as members of SAM, has the right to appoint certain individuals to serve as members of the Board of Directors of SAM. In connection with any such appointment, the Board of Directors may, by resolution, authorize and appoint one (1) or more Directors or officers of the Corporation to vote or otherwise act on behalf of the Corporation with respect to the appointment of members of the SAM Board by the Corporation and the other Summit Academy Schools serving as members of SAM. Any such authorization and appointment may be revoked at any time by resolution of the Board of Directors of the Corporation.

ARTICLE III OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a President, Vice President, Secretary, and Treasurer and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal. All officers shall be elected from the Board of Directors of the Corporation, except the Treasurer and Secretary, who may or may not be Directors.

Section 2. Vacancies. A vacancy in any office because of death, resignation or removal of an officer shall be filled by the Board of Directors for the unexpired term of such office.

Section 3. Resignation or Removal of Officers. An officer of the Corporation may resign at any time by tendering his or her resignation in writing to the Board of Directors and such resignation may become effective immediately upon its delivery to the Board. An officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create contract rights.

Section 4. President. The President shall preside at all meetings of the Board and shall coordinate the activities directed by the Board of Directors and shall oversee the actions of the Corporation subject to the policies and goals established by the Board of Directors.

Section 5. Vice President. The Vice President shall perform the duties of the President when the President is absent, and all other duties as may be assigned by the Board of Directors or the President.

Section 6. Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning the public school, and shall keep or approve a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors or the President. The Board of Directors may contract with a third party to carry out part or all of the Secretary's duties, pursuant to a vote of the Board of Directors.

Section 7. Treasurer. The Treasurer shall act as, or in conjunction with, the fiscal officer or fiscal agent of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors. The Treasurer shall maintain or approve appropriate books of account and supporting records and shall prepare or approve and file all returns and related reports required by federal and state statutes and regulations and shall perform other duties as may be required by the Board of Directors or the President. However, notwithstanding the fact that the Corporation has named a person to serve as its Treasurer, the Board of Directors may contract with a third party to provide for part or all of the Treasurer's responsibilities, subject to a vote of the Board of Directors. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.

ARTICLE IV

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

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

ARTICLE V

CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Ohio law and, while operating as a public Ohio community school specifically subject to the limitations and restrictions imposed on public officers, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested,

whether such Director is a member of the Governing Board of the school or not, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors nevertheless, authorize, approve or ratify such contract or transaction by a vote of a majority of the Directors present. Unless Ohio law otherwise prohibits or permits, the interested Director may be counted in determining whether a quorum is present, but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VI BOOK AND RECORDS

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

ARTICLE VII AMENDMENTS

These Regulations may be amended by a majority of all of the Board of Directors.

ARTICLE VIII AMENDMENTS

In order to effectuate provision 2.5 of the Contract with the Sponsor the Governing Board of Directors will allow the Sponsor to appoint (non sponsor related) Directors, if the sponsor deems necessary.

Exhibit A

Directors

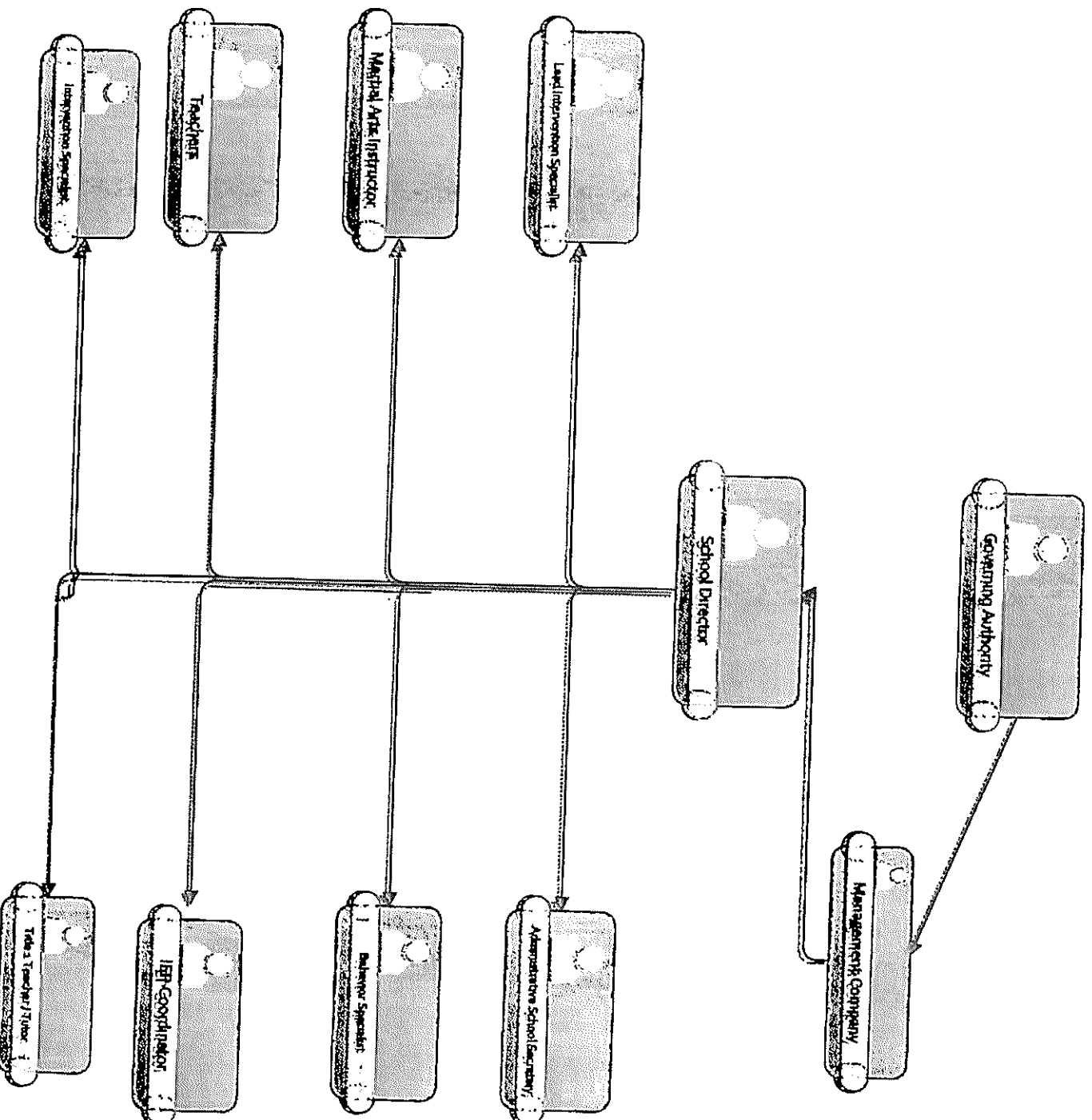
Director	Term
Lino Sergo	1 year
Elke Blankenship	3 years
Julia Morris	2 years
Russell Moenich	3 years
Dawn Gardner	1 year
Lisa Mortensen	3 years

POLICY – MISSION STATEMENT – SCHOOLS

Summit Academy Schools build hope, success, and well-being through education and advocacy for children with special needs.



Summit Academy Schools Organization



Internal Revenue Service
P.O. Box 2508
Cincinnati, Ohio 45201

Department of the Treasury

Date: MAY 25 2007

Summit Academy Community School - Parma
5868 Stumph Road
Parma, OH 44130

Person to Contact - ID#:
Richard Tellez - 95-03255
Contact Telephone Numbers:
877-829-5500 Phone
Federal Identification Number:
73-1685363

Dear Sir or Madam:

By our determination dated January 26, 2007, you were held to be exempt from Federal Income Tax under the provisions of section 501(c)(3) of the Internal Revenue Code.

You recently furnished us information that the Summit Academy Community School for Alternative Learners - Parma merged with Summit Academy Community School - Parma on June 12, 2006. Based on the information submitted, we have determined that the merger does not affect your exempt status. The organization will continue using Employer Identification Number 73-1685363.

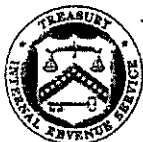
Please let us know about any further changes in your character, purposes, method of operation, name or address.

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

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: **JAN 26 2007**

Summit Academy Community School - Parma
Gerald P. Holzapfel, Treasurer
5868 Stumph Road
Parma, OH 44130

Employer Identification Number:
73-1685363
Person to Contact and ID Number:
Laurice Ghougasian 50-30568
Toll Free Contact Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(1) & 170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
November 17, 2003
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. **Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.**

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed *Information for Organizations Exempt Under Section 501(c)(3)* for some helpful information about your responsibilities as an exempt organization.

In addition to the requirements set forth on the enclosure under the section entitled "Notify Us On These Matters," should the status of your management company as an exempt organization under section 501(c)(3) change or should you enter into a contract with a new management company, notify our TE/GE Exempt Organizations Determinations Office.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Rulings & Agreements

Enclosure: *Information for Organizations Exempt Under Section 501(c)(3)*



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: NOV 5 2002

Summit Academy Community
School for Alternative Learners - Parma
839 East Market Street
Akron, OH 44305

Employer Identification Number:
34-1917943
Issuing Specialist:
Raj Dua ID 50-18877
Toll Free Customer Service:
877-829-5500
Accounting Period Ending:
June 30
Foundation Status Classification:
509(a)(1) & 170(b)(1)(A)(II)
Form 990 Required:
Yes

Dear Applicant:

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

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in the section(s) indicated above.

Please notify the Ohio Tax Exempt and Government Entities (TE/GE) Customer Service office if there is any change in your name, address, sources of support, purposes, or method of operation. If you amend your organizational document or bylaws, please send a copy of the amendment to the Ohio TE/GE Customer Service office. The mailing address for that office is: Internal Revenue Service, TE/GE Customer Service, P.O. Box 2508, Cincinnati, OH 45201.

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

If you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958 of the Code. In this letter we are not determining whether any of your present or proposed arrangements would be considered an excess benefit transaction resulting in tax under section 4958. Additionally, you are not automatically exempt from other federal excise taxes.

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

- 2 -

Summit Academy Community School
for Alternative Learners -- Parma

Donors (including private foundations) may rely on this ruling unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your 509(a) status as indicated above, donors (other than private foundations) may not rely on the classification indicated above if they were in part responsible for, or were aware of, the act that resulted in your loss of such status, or they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification. Private foundations may rely on the classification as long as you were not directly or indirectly controlled by them or by disqualified persons with respect to them. However, private foundations may not rely on the classification indicated above if they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fund-raising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fund-raising events such as benefit dinners, shows, membership drives, etc., where something of value is received in return for payments, you are required to provide a written disclosure statement informing the donor of the fair market value of the specific items or services being provided. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that the donor can determine how much is deductible and how much is not. Your disclosure statement should be made, at the latest, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fund-raising circumstance where each complete payment, including the contribution portion, exceeds \$75. In addition, donors must have written substantiation from the charity for any charitable contribution of \$250 or more. For further details regarding these substantiation and disclosure requirements, see the enclosed copy of Publication 1771. For additional guidance in this area, see Publication 1391, *Deductibility of Payments Made to Organizations Conducting Fund-Raising Events*, which is available at many IRS offices or by calling 1-800-TAX-FORM (1-800-829-3676).

In the heading of this letter we have indicated whether you must file Form 990, *Return of Organization Exempt from Income Tax*. If "Yes" is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. The maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be

Jon Husted
Ohio Secretary

[Jon Husted & the Office](#) | [Elections & Voting](#) | [Campaign Finance](#) | [Legislation & Ballot Issues](#) | [Businesses](#) | [Records](#) | [Media Center](#) | [Publications](#)

Business Filing Portal

your **BUSINESS** begins here

[General Information](#)

[Business Search](#)

[Trade Mark / Service Mark Search](#)

[Prepayment Accounts](#)

[Business Report Download](#)

[Help](#)

[Business Name](#)

[Business Name - Exact](#)

[Detailed Business Search](#)

[Number Search](#)

[Agent/Contact Name](#)

[Agent/Contact Name - Exact](#)

[Prior Business Name](#)

Corporation Details

Corporation Details		
Entity Number	1423708	
Business Name	SUMMIT ACADEMY COMMUNITY SCHOOL - PARMA	
Filing Type	CORPORATION FOR NON-PROFIT	
Status	Active	
Original Filing Date	11/17/2003	
Expiry Date	03/28/2021	
Location: PARMA	County: CUYAHOGA	State:
Agent / Registrant Information		
AMBER SHAEFFER 2791 MOGADORE RD AKRON, OH 44312 Effective Date: 03/28/2016 Contact Status: Active		
Incorporator Information		
PATRICK J. DOWNEY		
Filings		
Filing Type	Date of Filing	Document Number/Image
DOMESTIC ARTICLES/NON-PROFIT	11/17/2003	200332303234
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	06/09/2006	200616002306
MERGER/DOMESTIC	06/30/2006	200616002308
CERTIFICATE OF CONTINUED EXISTENCE	07/03/2007	200718602312
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	05/11/2009	200913102624
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	07/22/2013	201320400936
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	03/28/2016	201608903308

[Return To Search Page](#)

[Return To Search List](#)

[Printer Friendly Report](#)



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/12/2006	200616002308	MERGER/DOMESTIC (MER)	125.00	.00	.00	.00	.00

Receipt

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

SUMMIT ACADEMY MANAGEMENT
1111 W. MARKET ST.
GAIL E. WINKLEMAN
AKRON, OH 44313

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1423708

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

SUMMIT ACADEMY COMMUNITY SCHOOL - PARMA

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

Document(s)

MERGER/DOMESTIC

Document No(s):

200616002308



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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 30th day of June, A.D.
2006.

J. Kenneth Blackwell
Ohio Secretary of State

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/12/2006	200616002308	MERGED OUT OF EXISTENCE (MEX)	.00	.00	.00	.00	.00

Receipt

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

SUMMIT ACADEMY MANAGEMENT
1111 W. MARKET ST.
GAIL E. WINKLEMAN
AKRON, OH 44313

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell**1135653**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
SUMMIT ACADEMY COMMUNITY SCHOOL FOR ALTERNATIVE LEARNERS-PARMA
and, that said business records show the filing and recording of:

Document(s)

MERGED OUT OF EXISTENCE

Document No(s):

200616002308

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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 30th day of June, A.D.
2006.

A handwritten signature in cursive script that reads "J. Kenneth Blackwell".

Ohio Secretary of State



Prescribed **by J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio, (614) 466-3910

Toll Free 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

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

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 1329 Columbus, OH 43216

CERTIFICATE OF MERGER
(For Domestic or Foreign, Profit or Non-Profit)
Filing Fee \$125.00
(154-MER)

In accordance with the requirements of Ohio law, the undersigned corporations, banks, savings banks, savings and loan, limited liability companies, limited partnerships and/or partnerships with limited liability, desiring to effect a merger, set forth the following facts:

I. SURVIVING ENTITY

A. The name of the entity surviving the merger is:

Summit Academy Secondary School - Parma

B. Name Change: As a result of this merger, the name of the surviving entity has been changed to the following
Summit Academy Community School - Parma

(Complete only if name of surviving entity is changing through the merger)

C. The surviving entity is a: **(Please check the appropriate box and fill in the appropriate blanks)**

- ☐ Domestic (Ohio) For-Profit Corporation, charter number _____
- ☒ Domestic (Ohio) Non-Profit Corporation, charter number 1423708
- ☐ Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of _____ and licensed to transact business in the State of Ohio under license number _____
- ☐ Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of _____ and **NOT** licensed to transact business in the state of Ohio, _____
- ☐ Domestic (Ohio) Limited Liability Company, with registration number _____
- ☐ Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of _____ and registered to do business in the State of Ohio under registration number _____
- ☐ Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of _____ and **NOT** registered to do business in the State of Ohio, _____
- ☐ Domestic (Ohio) Limited Partnership, with registration number _____
- ☐ Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____

- ☐ Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of _____ and **NOT** registered to do business in the state of Ohio
- ☐ Domestic (Ohio) Partnership having limited liability, with the registration number _____
- ☐ Foreign (Non-Ohio) Partnership having limited liability organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____
- ☐ Foreign (Non-Ohio) Partnership having limited liability organized under the laws of the state/country of _____ and **NOT** registered to do business in the state of Ohio
- ☐ Foreign (Non-Ohio) Non-Profit incorporation under the laws of the state/country of _____ and licensed to transact business in the state of Ohio under license number _____
- ☐ Foreign (Non-Ohio) Non-Profit incorporation under the laws of the state/country of _____ and **not** licensed to transact business in the state of Ohio
- ☐ General partnership not registered with the state of Ohio

II. MERGING ENTITY

The name, charter/license/registration number, type of entity, state/country of incorporation or organization, respectively, of which is the entities merging out of existence are as follows: **(If this is insufficient space to reflect all merging entities, please attach a separate sheet listing the merging entities)**

(Please list the Ohio charter, license/registration no. below)

Name / charter, license or registration number	State/Country of Organization	Type of Entity
Summit Academy Community School for Alternative	Ohio	Nonprofit public
Learners - Parma		benefit corporation
1135653		

III. MERGER AGREEMENT ON FILE

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the agreement of merger upon written request:

Gail E. Winkleman (name)	Summit Academy Mgmt.-175 Montrose West Ave - #240 (street) NOTE: P.O. Box Addresses are NOT acceptable.
Copley (city, village or township)	OH 44321 (state) (zip code)

IV. EFFECTIVE DATE OF MERGER

This merger is to be effective on June 30, 2006 (if a date is specified, the date must be a date on or after the date of filing, the effective date of the merger cannot be earlier than the date of filing, if no date is specified, the date of filing will be the effective date of the merger).

V. MERGER AUTHORIZED

The laws of the state or country under which each constituent entity exists, permits this merger. This merger was adopted, approved and authorized by each of the constituent entities in compliance with the laws of the state under which it is organized, and the persons signing this certificate on behalf of each of the constituent entities are duly authorized to do so.

VI. STATUTORY AGENT

The name and address of the surviving entity's statutory agent upon whom any process, notice or demand may be served is:

Gerald P. Holzapfel, Treasurer Summit Academy Mgmt.-1111 W. Market Street
(name) (street) **NOTE: P.O. Box Addresses are NOT acceptable.**

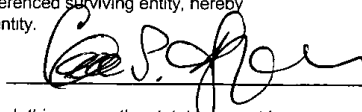
Akron, Ohio 44313
(city, village or township) (zip code)

(This item MUST be completed if the surviving entity is a foreign entity which is not licensed, registered or otherwise authorized to conduct business in the state of Ohio)

VII. ACCEPTANCE OF AGENT

The undersigned, named herein as the statutory agent for the above referenced surviving entity, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature of Agent



(The acceptance of agent must be completed by the surviving entities if through this merger the statutory agent has changed, or the named agent differs in any way from the name currently on record with the Secretary of State.)

VIII. STATEMENT OF MERGER

Upon filing, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity

IX. AMENDMENTS

The articles of incorporation, articles of organization, certificate of limited partnership or registration of partnership having limited liability (circle appropriate term) of the surviving domestic entity have been amended.

☐ Attachments are provided ☒ No Changes

X. QUALIFICATION OR LICENSURE OF FOREIGN SURVIVING ENTITY

A The listed surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability desires to transact business in Ohio as a foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the state of Ohio. The name and complete address of the statutory agent is

(name) (street) **NOTE: P.O. Box Addresses are NOT acceptable.**

, Ohio
(city, village or township) (zip code)

The subject surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State of Ohio if the agent cannot be found, if the corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability fails to designate another agent when required to do so, or if the foreign corporation's, bank's, savings bank's, savings and loan's, limited liability company's, limited partnership's or partnership having limited liability's license or registration to do business on Ohio expires or is canceled

B. The qualifying entity also states as follows: (Complete only if applicable)

1. **Foreign Notice Under Section 1703.031**

(If the qualifying entity is a foreign bank, savings bank, or savings and loan, then the following information must be completed.)

(a.) The name of the Foreign Nationally/Federally chartered bank, savings bank, or savings and loan association is

(b.) The name(s) of any Trade Name(s) under which the corporation will conduct business:

(c.) The location of the main office (non-Ohio) shall be:

(street address)

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

(city, township, or village)

(county)

(state)

(zip code)

(d.) The principal office location in the state of Ohio shall be

(street address)

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

(city, township, or village)

(county)

Ohio
(state)

(zip code)

(Please note, if there will not be an office in the state of Ohio, please list none.)

(e.) The corporation will exercise the following purpose(s) in the state of Ohio:

(Please provide a brief summary of the business to be conducted, a general clause is not sufficient)

2. **Foreign Qualifying Limited Liability Company**

(If the qualifying entity is a foreign limited liability company, the following information must be completed.)

(a.) The name of the limited liability company in its state of organization/registration is

(b.) The name under which the limited liability company desires to transact business in Ohio is

(c.) The limited liability company was organized or registered on _____
under the laws of the state/country of _____

- (d.) The address to which interested persons may direct requests for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is.

(street address) **NOTE: P.O. Box Addresses are NOT acceptable.**

(city, township, or village) (state) (zip code)

3. Foreign Qualifying Limited Partnership

(If the qualifying entity is a foreign limited partnership, the following information must be completed)

- (a) The name of the limited partnership is

- (b.) The limited partnership was formed on _____

- (c.) The address of the office of the limited partnership in its state/country of organization is:

(street address) **NOTE: P.O. Box Addresses are NOT acceptable.**

(city, township, or village) (county) (state) (zip code)

- (d.) The limited partnership's principal office address is:

(street address) **NOTE: P.O. Box Addresses are NOT acceptable.**

(city, township, or village) (county) (state) (zip code)

- (e.) The names and business or residence addresses of the General partners of the partnership are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)

- (f.) The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

(street address) **NOTE: P.O. Box Addresses are NOT acceptable**

(city, township, or village) (county) (state) (zip code)

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is canceled or withdrawn.

4. Foreign Qualifying Partnership Having Limited Liability

(a.) The name of the partnership shall be _____

(b.) Please complete the following appropriate section (either item b(1) or b(2)):

(1.) The address of the partnership's principal office in Ohio is:

(street address) **NOTE: P.O. Box Addresses are NOT acceptable.**
_____, Ohio _____
(city, village or township) (zip code)

(If the partnership does not have a principal office in Ohio, then items b2 must be completed)

(2.) The address of the partnership's principal office (Non-Ohio):

(street address) **NOTE: P.O. Box Addresses are NOT acceptable**
_____, _____, _____
(city, township, or village) (state) (zip code)

(c.) The name and address of a statutory agent for service of process in Ohio is as follows:

(name)

(street address) **NOTE: P.O. Box Addresses are NOT acceptable.**
_____, Ohio _____
(city, village or township) (zip code)

(d.) Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed

(e.) The business which the partnership engages in is:

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

Summit Academy Community School for Alternative
Learners - Parma

(Exact name of entity)

Summit Academy Secondary School - Parma

(Exact name of entity)

By: 

By: 

Its: President James L. Winkleman

Its: President James L. Winkleman

Date: 05/June/06

Date: 05/June/06

(Exact name of entity)

By: _____

(Exact name of entity)

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

(Exact name of entity)

By: _____

(Exact name of entity)

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

(Exact name of entity)

By: _____

(Exact name of entity)

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

(Exact name of entity)

By: _____

(Exact name of entity)

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/20/2003	200332303234	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

PATRICK J. DOWNEY
1 SEAGATE FLOOR 24
TOLEDO, OH 43604

STATE OF OHIO**Ohio Secretary of State, J. Kenneth Blackwell****1423708**

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

SUMMIT ACADEMY SECONDARY SCHOOL - PARMA

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200332303234

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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 17th day of November,
A.D. 2003.

Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**

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

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

Expedite this Form: (Select One)

☐ Yes PO Box 1390
 Columbus, OH 43216
 *** Requires an additional fee of \$100 ***
☒ No PO Box 670
 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	---	---

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

FIRST: Name of Corporation Summit Academy Secondary School - Parma

SECOND: Location Parma Cuyahoga
 (City) (County)

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
 (mm/dd/yyyy)

☒ Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

See Attached

Complete the information in this section if box (1) or (3) is checked.

N/A

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed)

(No. of Shares) _____ (Type) _____ (Par Value) _____

Completing the information in this section is optional

N/A

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street)

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

(City)

(State)

(Zip Code)

(Name)

(Street)

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

(City)

(State)

(Zip Code)

(Name)

(Street)

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

(City)

(State)

(Zip Code)

REQUIRED

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

Authorized Representative

Patrick J. Downey
(print name)

Date

11/14/13

Authorized Representative

(print name)

Date

Authorized Representative

(print name)

Date

ARTICLES OF INCORPORATION
FOR
SUMMIT ACADEMY SECONDARY SCHOOL - PARMA

(Additional Provisions)

THIRD: Summit Academy Secondary School - Parma (the "Corporation") is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law)("Code"), to operate as a school in the State of Ohio. The Corporation shall not engage in activities which are not in furtherance of the charitable and educational purposes set forth in this Article THIRD.

FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles to the contrary, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law), or by an organization, contributions to which are deductible under Code Section 170(c)(2), or corresponding provisions of any future United States Internal Revenue law.

FIFTH: Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, distribute all of the assets (or proceeds from the sale thereof) of the Corporation exclusively in furtherance of the purposes of the Corporation to one or more entities organized and operated exclusively for charitable and/or educational purposes which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law). Any such assets not disposed of in accordance with the foregoing shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located exclusively for such purposes or to such organization or organizations which are organized and operated exclusively for such purposes, as said court shall determine.

H:\HOME\PJDOWNNEY\AJB\Summit Academies\Parma Secondary\AdditionalArticlesProvisions.wpd

ATTACHMENT 2.1

GOVERNING AUTHORITY MEMBERS

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

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



Summit Academy
SCHOOLS

SUMMIT ACADEMY COMMUNITY SCHOOL - PARMA
5868 STUMPH ROAD | PARMA, OHIO 44130
SUMMITACADEMIES.ORG | p: 440-888-5407 | f: 440-888-5417

Lino Sergo [REDACTED] [REDACTED] [REDACTED] Lino.Sergo@sasboards.org BCI/FBI 8-29-16 T - 8/25/09 ELECTED: 8/12/09	Dawn Gardner [REDACTED] [REDACTED] [REDACTED] dawn.gardner@sasboards.org BCI/FBI 9-6-14 T - 12/8/14 ELECTED: 8/13/14	Julia Morris RA [REDACTED] [REDACTED] [REDACTED] Julia.Morris@sasboards.org Process Creative Studios BCI/FBI 8-29-16 T - 8/26/10 ELECTED: 6/16/10	Russell Moenich [REDACTED] [REDACTED] [REDACTED] Russell.Moenich@sasboards.org Sequoia Financial Group BCI/FBI 9-9-16 T - 8/26/10 ELECTED: 6/16/10
--	---	---	--

Elke Blankenship [REDACTED] [REDACTED] [REDACTED] elke.blankenship@sasboards.org BCI/FBI 9-6-16 ELECTED: 9/9/16	Lisa A. Mortensen [REDACTED] [REDACTED] [REDACTED] lisa.mortensen@sasboards.org BCI/FBI 3-10-17 ELECTED: 4/11/17
---	--

PRESIDENT
Lino Sergo

VICE PRESIDENT
Russell Moenich

RESIGNATIONS

Jon Hollingshead - June 16, 2010
Harry McGee - Jan 23, 2013
Scott Crouthamel August 13, 2014
James Slogar August 27, 2016

ATTACHMENT 3.2

MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

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

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

- Criteria to be used for early termination of the operator contract,
- Required notification procedures and timeline for early termination or non-renewal of the operator contract, and
- A stipulation of which entity owns all community school facilities and property including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or management company. Any stipulation regarding property ownership must comply with the requirements of R.C. 3314.0210.

MANAGEMENT AGREEMENT

by and between the

Summit Academy Community School – PARMA

and

SUMMIT ACADEMY MANAGEMENT

Dated July 1, 2016

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	18,19

MANAGEMENT AGREEMENT

This Management Agreement (“Agreement”) is made effective as of the 1st day of July, 2016, 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 – PARMA (“Summit” or “School”), an Ohio non-profit corporation, by and through its Board of Directors, located at 5868 Stumph Road, Parma, Ohio 44130.

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

This Agreement shall become effective July 1, 2016, and shall end on June 30, 2026 (the “Initial Term”), and shall renew automatically for successive ten (10) year terms (each a “Renewal Term”) 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. 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 and all such property 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.

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 within one hundred and eighty (180) days after written notice from **SAM**. 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 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 after one hundred and eighty (180) days prior written notice to **SAM**, 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**.

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 to 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 – PARMA
5868 Stumph Road
Parma, OH 44130
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 be 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.

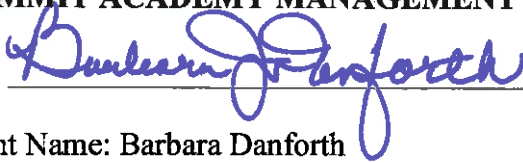
H. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, provided, SAM may without the consent of the Board delegate the performance for such duties and obligations of SAM specifically set forth herein.

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: 

Print Name: Barbara Danforth

Title: CEO

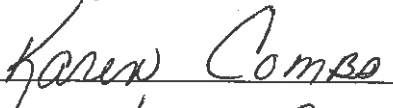
Date: September 1, 2016

By: 

Print Name: Lino Gergo

Title: Board President / Chair

Date: August 23, 2016

By: 

Print Name: Karen Comas

Title: Director of Compliance / Bond Recorder

Date: 8/23/2016

ATTACHMENT 4.1
CONFLICT OF INTEREST POLICY

1. School Conflict of Interest Policy

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

A. General Ethical Behavior. While serving on the Governing Authority, each Director agrees to:

1. Obey the law and follow and implement the School's policies;
2. Not disclose or use, without appropriate authorization, any information acquired in the course of the Director's duties that is privileged or confidential under the law;
3. Not speak or act for the Board unless granted proper authority;
4. Work with the Board to establish, review and revise effective policies;
5. Delegate authority for administration to School administrators/staff;
6. Make every effort to attend all Board meetings;
7. Become informed on issues before the Board and relating to Community Schools and school choice;
8. Debate matters before the Board, but once voted upon, accept and support the Board's decision; and
9. Act ethically and in conformance with the School's mission and goals.

B. Public Officers Ethics and Conflicts Rules – Improper Influence or Use of Authority.

Ohio law requires that all Board members and School officials, including teachers performing or possessing authority to perform administrative/supervisory functions, comply with these laws.

1. Revised Code Section 102.03(D) & (E). A Board member cannot use, or authorize the use of, the authority or influence of his/her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon him/her with respect to his/her duties.
 - a. "Anything of value" includes money and every other thing of value.
 - b. A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community school, its Board or employees, or where it could impair a Board member's objectivity and independence of judgment regarding his/her official actions and decisions.
 - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.
 - d. **Abstain.** A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from discussions or deliberations of the Board

regarding the matter. The Board shall follow the procedures set forth in Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.

2. Revised Code Section 2921.42(A)(1). A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
 - a. A prohibited interest must be direct and definite and may be either pecuniary or fiduciary in nature.
 - b. **Abstain**. A Board member may avoid a conflict under R.C. 2921.42(A)(1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures of Part D of this policy when considering a situation involving R.C. 2921.42(A)(1).
3. Revised Code Section 2921.42(A)(3). A Board member shall not occupy any position of profit in the prosecution of a public contract which she or the community school board authorized, and which was not let by competitive bidding to the lowest and best bidder while the Board member holds a position on the Board or within one year thereafter.
 - a. A Board member occupies a position of profit in a public contract whenever he/she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
 - b. **Abstention** will not cure an R.C. 2921.42(A)(3) conflict.
4. Revised Code Section 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the community school.
 - a. A Board member has a prohibited interest in the profits or benefits of a public contract if the Board member would financially benefit from the contract, or the Board member has an ownership or fiduciary interest in the entity that is entering into the contract, unless the exception in R.C. 2921.42(C) applies.
 - b. For the exception to apply pursuant to R.C. 2921.42(C), the subject of the contract must be necessary supplies or services for the community school, and the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the community school as part of a continuing course of dealing established prior to the Board member becoming associated with the community school, and, treatment of the community school must either be preferential to or the same as that accorded to other customers in a similar transaction. Under the exception, the entire transaction conducted at "arms-length" with the Board's full knowledge of the Board member's interest.
 - c. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.

5. Revised Code Section 2921.43(A). No public servant may knowingly solicit or accept improper compensation (a) other than as allowed by R.C. 102.03 (G), (H) and (I), to perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties;
 6. Revised Code Section 2921.43(B). No public servant shall solicit or accept anything of value for their own personal or business use or for the business or personal use of another public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee's compensation, duties, placement, location, promotion or other material aspect of employment. A person is not prohibited from making voluntary contributions.
 7. Revised Code 2921.43(C). No person shall coerce any contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee or political contributing entity, in consideration for (a) appointing, securing, maintaining or renewing the appointment of any person to any public office, employment or agency, or (b) preferring or maintaining the status of any public employee's compensation, duties, placement, location, promotion or other material aspects of employment. Coercion need not actually cause or prohibit any action from actually occurring. A person is not prohibited from making voluntary contributions.
 8. Revised Code Section 2921.44. A fiscal officer shall be disqualified from serving as a public official for four years after being found guilty of dereliction of duty in Ohio and, also prohibited from holding a public office until all restitution or repayment required by a court has been satisfied. Dereliction of duty may include (a) recklessly creating a deficiency, incurring a liability, or expending a greater sum than is appropriated by the general assembly for the use in any one year for the entity to which the public official is connected; or, (b) recklessly failing to perform a duty expressly imposed or forbidden by law with respect to the public servant's office.
- C. **Excess Benefit Transaction**. Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services.
1. "Disqualified person" includes:
 - a. A person in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;
 - b. A member of the family of a person described in a, above;
 - c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and

- d. Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.

D. IRC Procedure for Matters Involving Conflicts. The Board shall follow the following procedures when it is called upon to consider any matter with respect to which an “interested person” has a “financial interest” as those terms are defined below. Please note: the fact that the Board of Directors has followed the procedures set forth below will not enable an “interested person” to avoid the legal prohibitions of R.C. 2921.42(A)(3) and (4) discussed in Parts B.3 and B.4, above.

1. For purposes of these procedures the following words have the following definitions.
 - a. An “interested person” is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
 - b. A person has a “financial interest” if the person, directly or indirectly, through business, investment, or family has:
 - i. An ownership or investment interest in any entity with which the School has a transaction or arrangement;
 - ii. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
 - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
 - c. “Compensation” includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
2. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
3. Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

4. Procedures for Addressing the Conflict of Interest.

- a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after the presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

E. Other Procedures and Record Keeping Requirements.

1. Violations of the Conflicts of Interest Policy.

- a. If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

2. Documentation. The minutes of the Board and all committees with board- delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to

the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

3. Annual Statements. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
 - a. Received a copy of the conflict of interest policy;
 - b. Read and understands the policy;
 - c. Agreed to comply with the policy;
 - d. Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;
 - e. Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
 - f. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
 - g. Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
 - a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
5. Use of Outside Experts. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board's obligation to conduct periodic reviews.

6. Immediate Relatives. An “immediate relative” means the Board member’s spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
- a. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School’s sponsor or operator, unless at least one year has elapsed since the person’s Board membership ceased.
 - b. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor’s governing board, unless at least one year has elapsed since the person’s Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person’s Board membership ceased.
7. Annual Disclosure Requirement. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed, within the previous three (3) years, by (a) the sponsor or operator of the School, (b) a school district or educational service center that has contracted with the School, or (c) a vendor that is or has engaged in business with the School.

Each Governing Authority Director (Board member) shall sign a copy of this Ethics and Conflicts Policy in order to demonstrate his/her commitment to these principles.

Signature and Title

Date

Note: All School officials and employees, including teachers who do perform or who have the authority to perform administrative and supervisory functions, are subject to all Ohio Ethics and Conflicts Laws and should sign the above acknowledgment as well.

Ohio Revised Code Chapter 102, Sections 2921.42, 2921.43, 2921.44 and 3314.02.

Adopted: __June and July 2017_____

ATTACHMENT 5.2

FACILITIES PLAN

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



Attachment 5.2 - Facilities Plan

Summit Academy Community School- Parma

1. Summit Academy Community School- Parma, 5868 Stumph Road, Parma, OH 44130. Serving grades K-12.
This location is a 24,350 square foot, two story building with an occupancy load of 500 people. It has fifteen classrooms, twelve offices, one conference room, one computer lab, and two sets of restrooms with one restroom dedicated to staff. This location has one main entrance and two emergency exits.
2. N/A
3. N/A
4. Lender- Huntington Bank
5. The schools of Summit Academy do not own or lease the facilities, or maintain any outstanding debt for the facilities. The schools operator, Summit Academy Management (SAM), provides facilities for the schools as an integral part of the comprehensive educational services SAM furnishes pursuant to the parties management agreement.

ATTACHMENT 6.3

EDUCATIONAL PLAN

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

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

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

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

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

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

ATTACHMENT C1: 6.3 EDUCATIONAL CURRICULUM

1. Curriculum Plan

Focus, mission, philosophy, goals, and objectives of curriculum:

- a. Our mission is, “To empower our students to overcome social, emotional and educational challenges by; providing an engaging learning environment that is safe, nurturing and positive, building relationships with students, families, and the community, continuing to improve our knowledge and skills as professionals”. Our focus is enabling students with disabilities to find success in the regular curriculum to the greatest extent of their abilities. Our goal is to provide the needed differentiation and support to enable students to graduate ready to start their work life or continue their education in the setting of their choice, preparing them to be active, contributing citizens.
- b. *Characteristics of the students the school expects to attract, including ages and grades of students:*
Our student population is 73.6% students with disabilities and 94% economically disadvantaged. The school serves students who are in grades 1 through 12, ages 6 through 21.
- c. *Description of curriculum :*
Knowing that students with disabilities present with a wide range of strengths and challenges, we have chosen an instructional model of tiered intervention that is based on Ohio’s Learning Standards. Relying on the vertical alignment built in the Common Core Standards in ELA and Math, teachers are able to assess students’ knowledge and fill in the missing skills while moving forward in the curriculum. All students receive daily on-grade-level instruction in each content area. Students who are successful working at grade-level are given additional in-depth instruction and enrichment activities in those topics. Students who struggle with basic literacy and numeracy skills participate in daily intervention in addition to the regular instruction. In reading, grades 1- 6 students receive an additional intervention time through the Direct Instruction program. With this, students “walk to reading” and are grouped based on ability. We identify the reading and math level of each student’s achievement and separate them into these tiers for intervention. We deliver most instruction in small, flexible groups based upon frequent assessments of learning to keep students progressing, and to make any needed adjustments or accommodations to the delivery style.

Tiered Intervention is the implementation of a process known as Response to Intervention (RTI). RTI is the practice of providing scientific, research-based instruction and intervention matched to students’ needs, with important educational decisions based on students’ levels of performance and learning rates over time. In this process, students are assessed to determine their present level of achievement and then are provided instruction based upon that assessment. Tier I students are those at or above grade level, tier II students are just below grade level, and tier III students are significantly below level. After assessment and placement in instructional groups, instruction is tailored to fill in the gaps in skills and knowledge for tier II and III students. Assessments are given again to see if the instruction worked. If so, new instruction is planned and if not, another approach is tried. The process is repeated with the teachers being supported in their instructional decisions by analyzing data in teacher-based team meetings. This process holds teachers accountable for each student’s

success.

We use a co-teaching model that places two adults in each classroom which can have up to twenty-five students. This low teacher/student ratio allows for close attention to individual student needs and accommodations. We offer self-contained classrooms for our elementary students. Our older students switch classes throughout the course of the day. Classes are taught by an appropriately licensed teacher who groups the students as necessary for differentiation of instruction as needed for successful attainment of the curriculum. We employ the needed number of special education teachers to maintain the required ratio of Intervention Specialists to students on IEPs. All courses are taught by highly qualified teachers. Our instructional day begins at 8:30 a.m. and ends at 3:16 p.m. with a 25 minute lunch break. In the 2018 – 2019 school year, we are scheduled to provide instruction for 1,114.12 hours. Teachers provide instruction on concepts tested on the Ohio Computer Based Assessments and reinforce test-taking skills for all students.

We use a wide variety of instructional materials. We have adopted the following textbook series and support materials as the foundational source of content:

- i. Grades 1-5 Language Arts curriculum includes the use of Houghton Mifflin Harcourt Journeys English Language Arts program. Intervention, for 1-5 is through the use of McGraw Hill's SRA Direct Instruction materials. Grades 6-8 utilize Pearson's Prentice Hall Literature, Reality Central and AMP reading. Grades 9-12 use Pearson's Prentice Hall Literature, Reality Central and AGS materials. We use a variety of online resources to supplement instruction and provide intervention in independent learning opportunities.
- ii. Pearson's Envision 2.0 is the core mathematics program used for grades 1-8, it also has embedded intervention materials. Online materials are used for independent learning opportunities. Grades 9-12 utilize Pearson's Mathematics and AGS materials.
- iii. For social studies, 1-5 teachers utilize teacher created units and lessons based on the academic learning standards, following the Summit Academy pacing guides. Middle School grades 6-8 use Holt Social Studies and Holt Science Short Courses. Grades 9-12 use Holt Social Science and Science curriculum. Teachers use supplemental videos, lesson ideas and activities found on the Internet to supplement their science and social studies units.

d. Instructional delivery methods used:

Our main instructional delivery method is tiered intervention as described above. This is a teacher-led, student-centered face-to-face method with one adult delivering a lesson to a small group, while a second adult focuses on individual needs in a small group setting with the remaining students working independently either using instructional software or hands-on materials.

e. Educational program for each grade served:

- i. Grade 1 through 8 students are enrolled in language arts, math, science, social studies and martial arts. Grades 9-12 are enrolled in core academic subjects based upon state graduation requirements. Students receive electives credit in areas such as Family Consumer Science, Science courses, psychology and current events courses.

- ii. Students in grades 7-12 are provided the option of College Credit Plus (CCP). The students who elect to participate in CCP attend courses at Cuyahoga Community College, where they take classes for dual high school and college credit.
 - iii. Select students in Grades 11-12 are enrolled in Parma City schools' vocational programs. These students attend Parma City schools part-time to learn their vocational skills then Summit Academy for their core academic courses.
 - f. *Evidence/research of viability of curriculum:*

The courses that we offer are aligned to Ohio's Learning Standards. The materials we have chosen were selected to be appropriate to a spectrum of learners. We will be able to continue meeting the needs of learners with these materials as we supplement them as needed to address any standards that they miss. We use a variety of consumable and non-consumable materials as well as subscriptions to on-line software to keep up with both changing standards and the needs of our students.
 - g. *Description of how curriculum aligns with Ohio Content Standards:*

Summit Academy teachers have created pacing guides that include the exact standard to be taught each quarter and where the resources for this can be found in our selected textbooks. Additional resources are listed where the textbook may not be adequate, associated vocabulary is identified and the corresponding extended standards are named. No one resource will be sufficient to help all of our students access the Ohio Content Standards. The Building Leadership Team uses the decision framework on an annual basis to analyze the instructional resources to ensure all content is being supported across all of the levels of achievement that our students represent.
2. **Detailed description of preschool operation-** not applicable
3. **Blended Learning Plan, if applicable-**not applicable
4. **Description of classroom-based and non-classroom-based learning opportunities and explanation of how the learning opportunity ties into curriculum and mission-**
- a. *Classroom-based:* classroom learning strategies include whole group, small group, independent learning, and technology based learning as appropriate to the lesson and group of students being instructed. Differentiation of instruction and assignments are paramount with our diverse learners and having a variety of strategies helps to facilitate that.
 - b. *Non-classroom-based, including (if applicable):*
 - i. *Field Trips with academic enhancement component:* The field trip experiences we have completed offer student an opportunity to utilize appropriate social skills in the community.
 - 1. We offer field trips when academically or socially appropriate. This school year, we were able to take our students to bowling, museums, tobogganing, performance theater, Metroparks, and Cedar Point. Additionally, we have hosted in-school assemblies including visits from a magician, the Parma fire department and the Natural History Museum.
 - 2. Other non-classroom based learning opportunities include family nights and School speakers, such as; grades 1-5 walk to read night, literacy night, family game night, the Internet Crimes against Children Task Force presentation, local colleges, and career lunch speakers.

- ii. *Tutoring*: Students identified as tier 2 or 3 are provided with daily intervention time incorporated into the classroom structure.
- iii. *Post-secondary enrollment*: Our school is very active in College Credit Plus with six students currently enrolled. This program is an excellent opportunity for our students to begin their post-secondary education with the full support of our staff. In the 2017 – 2018 school year, students collectively earned between 55 and 60 college credits.
- iv. *Career*: A Career Plan is in place according to the career advising policy. Sixth through twelfth graders participate in a Career Fair where they explore various career possibilities as community members share their experiences. Students also utilize Ohio Means Jobs to explore various careers of their interest throughout the school year.
- v. *Learning on contingency days or while a student is suspended/expelled*: Students that are out of school for medical or disciplinary reasons would be placed on home instruction at the school or mutually agreed upon venue for 5 hours per week with an HQT teacher. The school will submit a plan for the use of blizzard bags for the 2018 – 2019 school year.
- vi. *Internet or independent study*: We provide students in grades 10-12 with the opportunity to complete credit recovery through independent study and on-line curriculum.

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

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

ATTACHMENT 6.5
RACIAL AND ETHNIC BALANCE

1. Plan to achieve and continue racial and ethnic balance

Racial and Ethnic Balance

Summit Academy commits to a plan by which the school intends to achieve a racial and ethnic balance among its pupils as defined in its enrollment practices. To accomplish the balance in our schools, Summit Academy will regularly distribute announcements to the public through various channels. These channels will include open house events, social media outlets on the internet, flyers distributed in neighboring communities, attendance at community activities, direct mailings to the families of prospective students and visits to both public and private businesses, schools, community centers and civic organizations

Utilizing social media and electronic communications helps ensure that the opportunities offered to the students of Summit Academy are widely circulated. Summit Academy makes use of the internet by providing a school profile on our websites that will give prospective parents and students a better understanding of our schools. The option of on-line applications is also available.

Summit Academy conducts outreach programs that consist of presentations for local social service providers and community organizations. We will continue to collaborate with neighborhood organizations to publicize events in the community through local media.

Summit Academy will use the methods detailed above to ensure that students of all races, languages, disabilities and abilities learn about the opportunities offered our children. Summit Academy policy is to provide an equal opportunity for all students, regardless of religion, race, color, national origin, sex, disability, sexual orientation or age in its programs, activities or employment.

ATTACHMENT 6.7
STUDENT DISCIPLINE AND DISMISSAL POLICIES

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

271 Student Code of Conduct

All students are expected to conform to the Student Code of Conduct at School, on the School premises, at School activities or functions whether on or off the School premises and on transportation to and from School, if paid for or provided by the School and are subject to the School's disciplinary process when they fail to do so. Students may also be subject to the School's disciplinary process for a violation of the Student Code of Conduct, regardless where it occurs, if the misconduct is directed at School Staff or their property.

Progressive Discipline

First Level Offense

1. Teacher explains or reviews class and School rules and warns the student of possible consequences.
2. Teacher applies appropriate in school consequences.

Second Level Offense

1. Teacher applies appropriate consequences, including longer time-outs, or alternate areas for reflection, loss of privileges, detention, etc.
2. Teacher personally communicates the problem(s) with the student's parent(s).
3. Teacher sends a written report home and a copy to the office.

Third Level Offense

If actions taken at Levels 1-2 have not corrected the inappropriate behavior, or, if the student engaged in serious act(s) of misconduct, the Principal may suspend the student from School, not to exceed ten School days.

Fourth Level Offense

If actions taken at Levels 1-3 have not corrected the inappropriate behavior, or, if the student engaged in serious act(s) of misconduct, the highest level administrator of the School likened to a Superintendent may expel the student from School, not to exceed 80 days, unless one year is specifically authorized, or, unless the student is permanently excluded under Policy 273.

Progressive discipline levels may be skipped for serious acts of misconduct at the discretion of the Principal and/or the highest level administrator of the School likened to a Superintendent.

Infractions and Likely Disciplinary Action

	<u>DEFINITION</u>	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Academic Misconduct	Plagiarizing, cheating, copying another's work or internet materials, gaining unauthorized access to material, using, submitting, or attempting to obtain data or answers dishonestly or by means other than authorized by the teacher. Falsifying information (signing homework, etc.).	Level 1-2 disciplinary action.	Level 2-3 disciplinary action.	Level 3-4 disciplinary action.
Bomb Threat	Making a bomb threat to a School building or to any premises at which a School activity is occurring at the time of the threat.	Level 3-4 disciplinary action and 1 year discretionary expulsion.	Level 3-4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Criminal Act	Committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property.	Level 3-4 disciplinary action and 1 year discretionary expulsion.	Level 3-4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Disruptive Behavior	Engaging in any conduct that causes or results in the breakdown of the orderly process of instruction and/or School activities, including but not limited to failure to carry out directions and/or School guidelines, failure to cooperate with School personnel or parent volunteers, verbally harassing other Students or Staff, and running and/or making excessive noise in the building.	Level 1-2 disciplinary action.	Level 2-3 disciplinary action.	Level 2-4 disciplinary action.
Dress Code Violations	See Dress Code	Change into school provided uniform for the day and return it at the end of the school day. Excessive dress code violations may result in additional consequences (Levels 2-3)		
Electronic and Other Communication Devices	No Student shall display or possess any electronic devices (cellular telephones, PDA's, CD players, iPods, gaming devices, etc.) without approval on School property from the beginning of the day to the conclusion of School.	Level 1-2 disciplinary action.	Level 2-3 disciplinary action.	Level 2-4 disciplinary action.
Firearm	Bringing a firearm to the School or onto School Property (any Property owned, used, or leased by the School for School, School extracurricular or School-related events).	1 year mandatory expulsion.	1 year mandatory expulsion.	1 year mandatory expulsion.
	Bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at a School or on School property.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
	Possessing a firearm at School, on School Property or at an interscholastic competition, an extracurricular event, or any other School program or activity which firearm was initially brought onto School Property by another person.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Gang Activity	No student shall be involved in initiations, hazing, intimidations and/or related activities of group affiliations which are likely to cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to Students or Staff. No Student shall wear, carry or display gang paraphernalia or exhibit behaviors or gestures which symbolize gang membership or cause and/or participate in activities which intimidate or affect the attendance of another student. See also Gang Policy.	Levels 1-3	Level 2-4	Level 3-4

Homework	Daily homework assignments are an extension of, and reinforce class work, and may be assigned Monday through Friday evenings. The amount of homework and time required for its completion will depend on the grade level of the student and the type of skill or content being developed. All homework must be completed in a timely manner, as determined by the classroom teacher. Repeated failure to timely complete homework is of great concern, and may result in appropriate disciplinary measures.	Level 1	Level 1-2	Level 2 -3
Inappropriate language	Using or directing, insulting, degrading, or demeaning language, written or verbal, toward School personnel or any member of the School community. See also Dignity Policy.	Level 1-2 disciplinary action.	Level 1-3 disciplinary action.	Level 2-4 disciplinary action.
Insubordination	Verbal or nonverbal refusal to comply with a reasonable request or directive while on School property or at any School related activity or event.	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 3 or 4 disciplinary action.
Intimidation/ Menacing/ Bullying/Cyber-Bullying	Threats, verbal or physical, that inflict fear, injury, or damage. Cyber-bullying is a sub-set of bullying and involves the use of information and communication technologies, including but not limited to e-mail, cell phone and pager text messages, blogs, MySpace, Facebook, Wikipedia, Bebo, the Internet, Xanga, Piczo, instant messaging, defamatory personal Web sites, and defamatory online personal polling Web sites, to support deliberate or repeated, or hostile behavior by an individual or group, that is intended to harm, intimidate or harass others on School time or the School premises, at School events, programs or activities or off School time or School premises if such acts affect other Students or Staff of the School. See also Anti-Bullying.	Level 2-3 disciplinary action.	Level 3-4 disciplinary action.	Level 3-4 disciplinary action.
Knife	Bringing a knife to School, onto School property, to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School or which the School is a participant.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
	Possessing a knife at School, on School Property or at an interscholastic competition, an extracurricular event, or any other School program or activity which knife was initially brought onto School Property by another person.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Lying	Intentionally giving untrue communication.	Level 1-2 disciplinary action.	Level 1-2 disciplinary action.	Level 2-4 disciplinary action.
Obscenities/ Verbal Abuse/ Vulgarities	Directing obscene, abusive, vulgar, profane, harassing, insulting, racial, sexual, religious, or ethnic slurs, written or verbal, toward School personnel or any member of the School community. This shall include use of obscene gestures and signs that willfully intimidate, insult, or in any other manner, abuse others.	Level 1-2 disciplinary action.	Level 2-4 disciplinary action.	Level 3-4 disciplinary action.
Physical Contact	Participating in unacceptable physical contact, including but not limited to fighting, pushing, intentionally hurting other students. See also Fighting Policy.	Level 1-3 disciplinary action.	Level 2-4 disciplinary action.	Level 3-4 disciplinary action.
Refusal to Do Classroom Work	The refusal to complete work, labs, projects, or other assignments given by the teacher.	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 3 disciplinary action.
Minor Safety	Students shall be concerned about their own safety and that of others. Student actions that may be considered a minor safety risk include, but are not limited to: <ul style="list-style-type: none"> Talking during safety drills Running, pushing, yelling, or other inappropriate behaviors Any inappropriate playground behaviors Minor insubordination to adults 	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 2-4 disciplinary action.
Major Safety	Behavior that creates a more severe possibility of harm to oneself or others, including but not limited to	Level 2-4	Level 2-4	Level 2-4

	<ul style="list-style-type: none"> Leaving the school building or grounds without permission Other acts which could harm the student or others 			
Sale, Use, Possession, or Distribution of Alcohol, Drugs, or other Chemical Controlled Substances	Using, selling/purchasing, distributing, possessing, or attempting to possess, mood altering chemicals, or substances (including counterfeit or look-alike substances), distributing any narcotics, drugs, controlled substances of any kind, or alcoholic beverages, or other intoxicant on School property or at School functions or event. See also Drugs and Alcohol.	Level 3-4 disciplinary action.	Level 3-4 disciplinary action.	Level 4 disciplinary action.
Sale, Use, Possession, or Distribution of Tobacco Product	Using, selling/purchasing, distributing, possessing or attempting to possess, any tobacco product or paraphernalia (including e-cigarettes, vapor-based nicotine, and lighters). See also Use of Tobacco on School Premises.	Level 1-2 disciplinary action.	Level 2 - 3 disciplinary action.	Level 2- 4 disciplinary action.
School Property	Textbooks, computers, and school facilities are available for student use. Proper care and use of school property is expected. All violations in this area require restoration and/or restitution. Violations include but are not limited to: <ul style="list-style-type: none"> Defacing textbooks, library books, and other school materials Destruction or improper use of school computers, printers, or other technology Defacing/destruction of school property including desks, walls, lockers, etc. Failure to respect the property of other students, teachers, school personnel, etc. Gum chewing on school property Improper use of restrooms and/or supplies Stealing 	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 2-4 disciplinary action.
Sexual or Other Harassment	Unwelcome advances of a sexual nature, requests for sexual favors, and/or other verbal or physical conduct or communication of a sexual nature. Sexual harassment that includes unwelcome physical contact shall be assumed to have the effect of substantially interfering with the victim's employment or educational environment. See Harassment Policies.	Level 1-3 disciplinary action.	Level 2-4 disciplinary action.	Level 3-4 disciplinary action.
Tardiness	To class: The act of a student not being in his/her classroom or seat when class is scheduled to begin as defined in the School schedule.	Disciplinary action consistent with Truancy Policy.	Disciplinary action consistent with Truancy Policy.	Disciplinary action consistent with Truancy Policy.
Theft	Stealing, attempting to steal, possessing or transferring School or private property, or participating in the theft or attempted theft of School or private property.	Level 1 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
Toys or Play Objects	School is a place of learning. Distractions cause students to be inattentive. Therefore students are to keep all toys or play objects at home unless the teacher designates a specific day for sharing what a student owns. If a Student chooses to share a toy or other object on such an occasion, the School is not responsible for these items. Violations include but are not limited to: <ul style="list-style-type: none"> Bringing toys or distracting objects to school Creating toys or distracting objects at school 	Level 1 disciplinary action.	Level 1-2 disciplinary action.	Level 1-2 disciplinary action.
Truancy	Habitual or chronic absence from School or class without legitimate excuse and failure to follow proper attendance check-in/check-out and absence procedures. See also Truancy Policy.	Disciplinary action consistent with Truancy Policy.	Disciplinary action consistent with Truancy Policy.	Disciplinary action consistent with Truancy Policy.
Violating Classroom Rules	Not following the classroom rules as determined by the classroom teacher.	Level 1 disciplinary action.	Level 2-3 disciplinary action.	Level 2-4 disciplinary action.

Transportation Discipline

Bus suspensions (for bus riding privileges only, but not for suspension from School) may be imposed for any period of time as set forth in the School's Code of Conduct. Students are required to be provided notice of an intended suspension (which is not required to be in writing) and an opportunity to appear before the Principal before a suspension is imposed.

If immediate removal of a Student is authorized, the Student must be given notice, as soon as practicable, of the reasons for the removal and of a hearing before the Principal which must be held within seventy-two hours of the removal. Immediate removal is authorized when the Student's presence poses a danger to persons or property or a threat to the safe operation of the school bus. The length of time removed from ridership shall be in accordance with the School's Code of Conduct. If students are being transported by the home district and not by the School, and if the home district requires its own code of conduct to be imposed, the School shall post the bus riding code of conduct of the home school districts from which Students are being transported, in a central location in each School building, and make them available to Students or Parents upon request.

Suspensions or immediate removal from bus riding privileges of disabled students shall be accomplished in accordance with the laws governing suspension and expulsion of disabled students.

R.C. 3313.66; R.C. 3313.668; R.C. 3327.014; OAC 3301-83-08

See **Appendix 273-A** Notice of Intended Suspension from School; **Appendix 273-B** Notice of Emergency Removal and Intent to Suspend from School; **Appendix 273-C** Notice of Suspension from School; **Appendix 273-D** Notice of Rights Re: Suspension from School; **Appendix 273-E** Notice of Intended Expulsion from School; **Appendix 273-F** Notice of Emergency Removal and Intent to Expel from School; **Appendix 273-G** Notice of Expulsion from School; **Appendix 273-H** Notice of Rights Re: Expulsion from School (for Use for Expulsions of 20 School Days or Less Only); **Appendix 273-I** Notice of Rights Re: Expulsion from School (for Use for Expulsions of More than 20 School Days Only).

Adopted: __June and July 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. Open Enrollment Policy, if applicable
3. At-Risk Definitions, including gifted, if applicable

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

241 Admission and Lottery Standards

The School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3313.64 or 3313.65, except that admission may be limited to the geographic area and grade or age levels specified in the Community School Contract.

The School will not discriminate in the admission of students to the School on the basis of race, creed, color, disability, sex, intellectual ability, measures of achievement or aptitude, or athletic ability, provided, however, that the School may limit admission to students identified as “at risk” in the Community School Contract. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

If there are more applicants than there are spaces, a lottery will be conducted in the following manner:

- Each applicant will be assigned a number;
- The numbers will then be drawn at random by a disinterested third party;
- The first number drawn will be the first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
- Applicants on a permanent waiting list prior to any lottery will retain their position on the waiting list;
- The school may separate the lottery and the waiting lists for each grade or age grouping;
- Students attending the previous year and students who reside in the district in which the school is located will have first preference for a position;
- Secondary preference may be given to siblings of existing students and students who are the children of full-time School Staff, provided the total number of students receiving this preference is less than five percent (5%) of the School’s total enrollment.

R.C. 3314.06.

See Policy 206 General Notice of Non-Discrimination, Policy 221 Access to Equal Educational Opportunity, Policy 241.3 Compulsory and Early Kindergarten Admission, Policy 241.5 Enrollment and Residency Policy, and Policy 241.6 Tuition for Out-of-State Students.

Adopted: ____ June and July 2017 _____

NOTICE

Pursuant to the Ohio Revised Code Section 3314.041, the governing authority of each community school and any operator of such school shall distribute to parents of students of the school upon their enrollment in the school the following statement in writing:

The Summit Academy Secondary School – Youngstown 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 by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter contact the school administrator or the Ohio Department of Education.

241.2 Records Upon Enrollment

Newly enrolled student records:

1. Upon entry, a request for records will be made within twenty-four hours from the public or nonpublic elementary or secondary school the pupil most recently attended.
 - a. "Entry" is defined as the beginning of learning opportunities by a student at the School.
2. If the records are not received, a second request and contact with the parent and former school should be made within the first 14 days by the Principal or his/her designee.
3. If the records are not received within 14 days of the date of request, or the pupil's previous school indicates that it has no record of the pupil's attendance, or if the pupil does not present any one of the following: (1) a certification of birth; (2) 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; (3) an attested transcript of the certificate of birth; (4) an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; or (5) an attested transcript of a hospital record showing the date and place of birth of the child, the School administrator will contact the former school directly, then the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.
4. The School shall not admit any student requesting admission to the School after discharge or release from the custody of the department of youth services until the School is in receipt of (1) an updated copy of the student's academic transcript; (2) a report outlining the student's behavior in school while in custody of the department; (3) the student's current IEP if applicable; and (4) a summary of the institutional record of the student's behavior.
5. The School shall not deny admission to a child who has been placed in a foster home or in a residential facility (e.g., a group home, child's crisis care facility, children's residential center, residential parenting facility with 24-hour care, county children's home or district's children's home) if the child does not present a birth certificate, or a comparable certificate from another state or country, or another document specifically listed above in (3) to attest to the child's date and place of birth upon registration for admission. Required documentation must be presented within 90 days of the child's initial entry into the School. If the required records are not produced within 90 days of enrollment the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.
6. In the event that an order or decree is issued allocating parental rights and designating a residential parent, or that a grandparent power of attorney or caretaker authorization affidavit is executed, that residential parent or grandparent shall provide the School with a complete and accurate copy of the order and any other relevant documentation.

Requests for student records:

1. Upon receipt of a request for student records, the School will comply within 2 business days.
2. Copies of the student's records will be made and kept on file.

R.C. 3313.672.

See also Policy No. 252 Missing and Absent Children.

241.3 Compulsory Kindergarten Admissions

- A. The School shall admit a child to kindergarten if the child is five years of age prior to August 1 of the year of admittance.
- B. The School chooses not to admit any child who will not be five prior to the date selected above, and therefore the School has no Early Admissions or Academic Acceleration Policy.
- C. First and other grade eligibility shall be based on the admissions, promotion and retention policies of the School.

241.4 Enrollees Suspended or Expelled Elsewhere

The school has the authority to recognize and honor the disciplinary suspensions and expulsions imposed by other public schools. A student who has been suspended or expelled from another school district in Ohio may be denied admittance at the School for a period equal to the period of the original suspension or expulsion. The student will be provided an opportunity for a hearing before admittance is denied.

If the student has been expelled or otherwise removed for disciplinary purposes from a public school in another state, the School may deny admittance for the shorter of (1) the period of such expulsion or removal or (2) the period of expulsion or removal which would have been applied had the student committed the same offense in Ohio. Prior to denial of admission, the student will be given an opportunity for a hearing.

R.C. 3313.66(J)(1)-(2)

241.5 Enrollment and Residency Policy (Summit Academy Secondary School – Youngstown)

The School admits students residing statewide (“admissions areas”). The School serves grades 8-12 as per its Community School Contract with its Sponsor.

A child shall be admitted to the School as a student, if the child’s parent resides in the School’s admission areas. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place.

Any one of the following documents can be used to establish proof of residency for verification of a child’s ability to be enrolled. These items must be current, be in the parent’s name, and include a street address. A post office box address cannot be used to validate residency records:

- A deed, mortgage, lease, current home owner’s or renter’s insurance declaration page; or
- A current real property tax bill; or
- A utility bill or receipt of utility installation issued within ninety days of enrollment; or
- A paycheck or paystub issued to the parent or student within ninety days of enrollment that includes the address of the parent’s or student’s primary residence; or
- The most current available bank statement issued to the parent or student that includes the address of the parent’s or student’s primary residence; or
- Any other official document issued to the parent or student that includes the address of the parent’s or student’s primary residence and as approved by the Ohio Superintendent of Public Instruction.

All custody or court orders pertaining to the family or student must be turned in when asked, or at admission. If the School and parent disagree as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the School and the student’s home district (district of residency) disagree about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student’s home district. If the district of residence challenges the student’s residency, the Principal may request additional documentation.

R.C. 3314.11; R.C. 3313.64(B)(1); R.C. 3313.64(K)

See also, Missing and Absent Children, Homeless Children and Youth; Admissions and Lottery; Compulsory School Age and Kindergarten Admissions, Student Records and Release of Information; Grandparent Caretaker and Migrant Students Policies and Laws.

241.6 Tuition for Out-of-State Students

The Board may open admission to the School on a tuition basis to any individual age five (5) to twenty-two (22) who is not a resident of Ohio, to the fullest extent allowed under state and federal law, and it may set or revise such tuition amount by Board resolution.

R.C. 3314.06.

ATTACHMENT 6.13

ATTENDANCE POLICIES

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

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

251 Attendance/Truancy/Withdrawal

General Policy

Students enrolled in the School must attend School regularly in accordance with the laws of the State. The educational program offered by the School is predicated upon the presence and punctuality of the student and requires continuity of instruction and classroom participation. A parent must contact the School in accordance with the procedure set forth in Policy 252 whenever a student is absent.

Attendance shall be required of all students enrolled at the School during the days and hours that the School is in session. Attendance need not always be within the School facilities, but a student will be considered to be in attendance if present at any place where School is in session by authority of the Board.

Excused Absences

Absences due to the following will be excused:

1. Personal physical illness such as to prevent attendance at School (at the discretion of the Principal or his/her designee, a written statement from a physician may be required).
2. Personal mental illness such that the student will not benefit from instruction (at the discretion of the Principal or his/her designee, a written statement from a physician/mental health professional may be required).
3. Illness in the family (at the discretion of the Principal or his/her designee, a written statement from a physician and an explanation as to why the child's absence was necessary may be required).
4. Quarantine of the home (absence will be excused for the duration of the quarantine as determined by proper health officials).
5. Death in the family (absence will be excused for no more than eighteen (18) hours unless the Principal or his/her designee determines that a longer absence is reasonably necessary).
6. Medical or dental appointments (at the discretion of the Principal or his/her designee, a written statement from a physician confirming the appointment may be required).
7. Observance of religious holidays.
8. College or university visits (at the discretion of the Principal or his/her designee, verification of the date and time of the visit may be requested).



9. Absence due to a placement in or changes to a foster care placement or any court proceeding related to a student's foster care status.
10. Absences due to a student being homeless.
11. Necessary work in a family business or on a family farm (after proof of necessary absence is provided to the Principal or his/her designee).
12. Instruction at home from a person qualified to teach the branches of education in which instruction is required (after adequate certification of home instruction has been provided to the Principal or his/her designee).
13. An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.
14. 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 that absence as an excused absence, up to a maximum of twenty-four (24) hours per school year that the School is open for instruction. The student must complete any classroom assignments he/she misses due to the absence. If the student will be absent for twenty-four (24) or more consecutive hours that the School is open for instruction, a classroom teacher must accompany the student during the travel period to provide the student with instructional assistance in order to count the student as in attendance.

The Principal or his/her designee reserves the right to verify statements and to investigate the cause of absence.

Withdrawal

A student who fails to participate in one hundred five (105) consecutive hours of learning opportunities will be automatically withdrawn, unless the student's absence is excused. Otherwise, a parent may withdraw a student voluntarily by signing a Voluntary Withdrawal form with the Principal or his/her designee.

Whenever a student withdraws from the School voluntarily, the Student's teacher shall attempt to ascertain the reason for withdrawal and shall immediately inform the Superintendent or his/her designee of the reason for the withdrawal. If the Student voluntarily withdrew from the School as a result of a change in residence, the Superintendent or his/her designee shall notify the superintendent of the district to which the Student has moved of all essential information regarding the Student, including the Student's new address.

If the Superintendent or his/her designee becomes aware that a Student who has withdrawn from the School for reasons other than a change of residence is not enrolled in another school, the Superintendent or his/her designee shall notify the registrar of motor vehicles and the juvenile judge of the county in which the School is located of the Student's likely violation of the State's compulsory education laws. Notice shall be given within two weeks and shall include the Student's name, address, date of birth, School, and the district where the Student resides. Any notice given in error shall be immediately rescinded by the Superintendent or his/her designee.

Disciplinary Action for Unexcused Tardiness or Absence

Repeated unexcused absences/tardiness may be grounds for disciplinary action that will not include suspension or expulsion.

A student is tardy when a student is more than five minutes late for School or for a class. If a student misses more than half a class, the student will be marked absent for the class. When tracking hours of missed instruction for excessive absence and truancy purposes, the School shall (select one):

- ☒ X Track tardiness and early dismissals to the nearest hour of missed instruction for each instance of tardiness or early dismissal per day (e.g., if a student is 35 minutes tardy to school and leaves school 45 minutes early, the student shall be counted as absent for two (2) hours of that day).
- ☐ Track tardiness and early dismissal times based on the precise amount of missed instruction, tracked to the nearest minute (e.g., if a student is 35 minutes tardy to school and leaves school 45 minutes early, the student shall be counted as absent for 80 minutes of that day).
- ☐ Track tardiness and early dismissals to the nearest _____ minutes (not to exceed 60 minutes) of missed instruction for each instance of tardiness or early dismissal per day.

Students shall not be considered absent for purposes of habitual truancy calculations while out of class for a legitimate reason, including but not limited to restroom breaks, visits to the nurses office, counselor meetings, or remediation sessions.

Any student who, due to a medically-documented physical or mental impairment, is absent for an extended period will not be disciplined. Such students may be entitled to receive an education tailored to their individual needs or abilities as provided for under federal and/or state law.

Truancy and Absence Intervention Strategies



The Principal or his/her designee may act as the School's attendance officer or delegate that duty as permitted by law. The School's attendance officer shall investigate possible School attendance violations, and is authorized under Ohio law, to serve warrants, to enter places where children of compulsory School age are employed, and to take such other actions as may be necessary to enforce the compulsory education laws.

A student is excessively absent from school if a student is absent from the School with or without legitimate excuse for thirty-eight (38) or more hours in one (1) school month or sixty-five (65) or more hours in one (1) school year. Within seven (7) days of a student becoming excessively absent from School, the attendance officer shall notify the student's parents of the student's absences in writing.

A student is habitually truant if the student is absent without a legitimate excuse for thirty (30) or more consecutive hours, for forty-two (42) or more hours in one (1) school month, or seventy-two (72) or more hours in one (1) school year.

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

1. the student was enrolled in another school;
2. the student's absence was excused in accordance with applicable law or policy; or,
3. the student has received an age and schooling certificate.

If the student is habitually truant and the student's parents have failed to cause the student's attendance, the School will assign the student to an absence intervention team ("AIT") within ten (10) days. The Principal or designee selects the AIT members, who shall include a representative of the School who knows the child and the child's parent, guardian, custodian, guardian ad litem, or temporary custodian. Members may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

Within seven (7) days of the School's determination that the student is a habitual truant, the School will make at least three (3) reasonable, meaningful attempts to secure the child's parent, guardian, or custodian's (for the purposes of this policy, "parent") participation on the AIT. If the parent responds to attempts but is unable to attend, the School will notify the parent of the right to participate by designee. In the event the parent does not respond to the attempts at all, the School will investigate whether the failure to respond triggers child abuse and neglect reporting requirements and instruct the other members of the AIT to develop a plan for the child.

Within fourteen (14) days after its formation, the AIT will develop a written plan to reduce or eliminate Student's further absences. The AIT plan will state that a complaint will be filed in juvenile court alleging that the child is an unruly child not later than sixty-one (61) days after

implementation if the child refuses to participate in or fails to make satisfactory progress on the plan or other alternatives to adjudication. The School will make reasonable attempts to provide student's parent with written notice of the plan within seven (7) days of development.

If a student becomes habitually truant during the last twenty-two (22) school days of the year, the School may assign one official to work with the parent and develop an AIT plan in lieu of forming a full AIT.

AIT Exemption: The School shall be exempt from AIT procedural requirements if it has a chronic absenteeism rate of less than 5% of the student body per the last state report card.

Effective beginning with the 2017-2018 school year, the School shall employ absence intervention strategies for all students who are excessively absent from School. Such strategies shall include the following, if applicable:

1. Providing a truancy intervention plan for any student who is excessively absent from school;
2. Providing counseling for a habitual truant;
3. Requesting or requiring a parent to attend parental involvement programs;
4. Requesting or requiring a parent to attend truancy prevention mediation programs;
5. Notification of the registrar of motor vehicles of student's truancy status if the student misses sixty consecutive hours of instruction or ninety hours of instruction during the course of the school year; and
6. Taking legal action under R.C. 2919.222, 3321.20, and/or 3321.38.

On the 61st day after the implementation of an absence intervention plan or other intervention strategy, the attendance officer shall file a complaint with the juvenile court against a student, if all of the following apply:

1. the student is a habitual truant;
2. the School has made meaningful attempts to re-engage the student through the absence intervention plan, other intervention strategies, and any other offered alternatives to adjudication; and
3. the student has refused to participate in or failed to make satisfactory progress on the plan, as determined by the absence intervention team, or any offered intervention strategies or alternatives to adjudication.

If the 61st day falls during the summer months, at the School's discretion, the absence intervention team or attendance officer may extend the implementation of the plan and delay filing the complaint for an additional thirty (30) days from the first day of instruction of the next school year.



If, however, at any time during the implementation phase of the absence intervention plan or other intervention strategy, the student is absent without legitimate excuse for thirty (30) or more consecutive hours or forty-two (42) or more hours in one school month, the attendance officer shall file a complaint with the juvenile court against the student, unless the absence intervention team has determined that the student has made substantial progress on the absence intervention plan.

The Principal or his/her designee is also authorized to establish a parent education program for parents of students who are habitually truant. Any parent assigned to the program who does not complete the program is to be reported to law enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

This Board consulted with the juvenile court of the counties in which the School is located, parents of students attending the School, and state and local agencies deemed appropriate by the Board prior to adopting this policy.

R.C. 2151.011; 2151.27; 3314.03(A)(6); 3321.01; 3321.041; 3321.13-.191; O.A.C. 3301-69-02.

Adopted: June and July, 2017

Revised: April and May 2018

ATTACHMENT 8.2
DISMISSAL OF EMPLOYEES

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



355 Reduction of Staff

The Principal or Management Company shall make decisions for Staff reduction and report such decisions to the Board.

Appendix 355- A Disposition Of Employee's If School Closed Or A Reduction Of Staff

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

361 General Employee Discipline

The Employer's policies, practices, and procedures will be established, maintained, and enforced by the Employer. SAM must adhere to the School's whistleblower policy in accordance with the Ohio Revised Code Section 4113.52 (See Policy 365) and the proper reporting procedures of employee misconduct to the State of Ohio pursuant to the Ohio Revised Code Section (See Policy 335).

The Employer is authorized to discipline Employees based on the Employer's policies as well as any School Policy.

ATTACHMENT 8.3
EMPLOYEE BENEFITS

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

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



A summary from the:
HUMAN RESOURCES

Department of Summit Academy

BENEFITS OVERVIEW

You are eligible for benefits beginning on the first (1st) of the month following forty-five (45) days after your hire date.

HEALTH INSURANCE:

We offer four distinct plans: the Premier, Performance, Classic, and Consumer – choose the one that best suits your needs. These plans include prescription drug coverage, and Summit Academy pays a large percentage of your premium cost.

The Consumer plan includes a Health Savings Account (HSA) to which Summit contributes \$500 per year for single coverage and \$1000 per year for family coverage. There is also an option for you to have additional funds deducted from your pay to be loaded into this account. This money can be used for medical related expenses and doesn't expire.

DENTAL INSURANCE:	VISION INSURANCE:	LIFE INSURANCE:
We offer a comprehensive dental plan which will pay up to \$1,250 per person per year toward dental procedures, including: periodic oral exams, teeth cleaning, x-rays, fillings, and more.	Our vision plan covers annual eye examinations as well as a reduction in the cost of contact lenses and eye glasses. Premium costs are at reasonable group rates.	Summit Academy pays 100% of the premium for a \$20,000 life insurance policy for ALL full time employees. Employees are also offered an option to enroll in additional life insurance coverage up to \$150,000 at group rates. Employees may also elect life insurance coverage for spouse and/or children.
VOLUNTARY BENEFITS:	FLEXIBLE SPENDING:	RETIREMENT:
Employees have an option to purchase additional benefits covering Critical Illness, Disability, and/or Accident Insurance.	A Flexible Spending Program is available for both medical and child care expenses. Premiums are taken on a pre-tax basis.	Summit Academy contributes 14% of the employee's salary, which is the employer's portion paid, to the State Teacher Retirement Fund or the State Employee Retirement Fund on the employee's behalf.

EMPLOYEE ASSISTANCE PROGRAM:

Summit Academy pays 100% of the premium for ALL full time employees to be enrolled in this program. Benefits include: psychological counseling, credit counseling, legal assistance, child and elder care resources and referrals, identity theft consultations, etc. Utilization is strictly confidential.

ADDITIONAL BENEFITS:

Time Off – Winter, Spring, and Summer breaks are all compensated.

Sick Time – Accumulated on a monthly basis.

Personal Time – Two to three additional compensated days are given per school year.

Public Service Loan Forgiveness – As a full time non-profit employee, you are eligible for student loan forgiveness.

Leave Share Program – Offers assistance to those in grave medical situations who have used all their own sick time.

Jury Duty – Time on Duty is compensated, and you are allowed to keep your earnings from the court.

Bereavement Leave – Compensated.

Military Leave

ATTACHMENT 9.2

FISCAL SERVICES AGREEMENT

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

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

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

SUMMIT ACADEMY COMMUNITY SCHOOL - Parma
BOARD RESOLUTION
Date: December 12, 2017

WHEREAS, pursuant to Sections 3314.01 and 3314.2(A)(8) , the governing authority entered into a management agreement with Summit Academy Management (“SAM”) to provide day to day management of the School; and

WHEREAS, the management agreement specifies that SAM will furnish fiscal services required for the School, including but not limited to providing the School with a licensed fiscal officer required under Section 343.011 of the Revised Code who is responsible for meeting the School’s financial obligations under Chapter 3314; and

WHEREAS, Amber Shaeffer is and has been the School’s designated fiscal officer furnished by SAM pursuant to the management agreement; and

WHEREAS, Amber Shaeffer has provided outstanding service to the School as its designated fiscal officer; and

WHEREAS, the School’s governing authority believes it would be costly and disruptive to the School’s operation to terminate its use of Amber Shaeffer as the School’s designated fiscal officer in the middle of the current school year.

NOW, THEREFORE, BE IT RESOLVED by the Governing Authority of the Summit Academy Community School - Parma, as follows:

1. Pursuant to Section 3314.011(D), the Governing Authority approves continuing to use Amber Shaeffer as its designated fiscal officer, pursuant to the School’s management agreement with SAM, and hereby waives for the remainder of the current school year, the requirement that the governing authority employ or contract with its designated fiscal officer; and
2. The Governing Authority requests ESC of Lake Erie West to approve this resolution for the 2018-2019 school year; and
3. A copy of this resolution shall be provided to the Ohio Department of Education.

Signature: _____

Board President/Representative

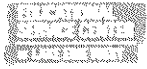
Signature: _____

Recorder



Summit Academy
SCHOOLS

SUMMIT ACADEMY COMMUNITY SCHOOL - PARMA
5868 STUMPH ROAD | PARMA, OHIO 44130
SUMMITACADEMIES.ORG | p: 440-888-5407 | f: 440-888-5417



Educational Service Center of Lake Erie West Community Schools Center

Request for Sponsor Approval of Fiscal Officer

Fiscal Officer Name	Amber Shaeffer
School Name	S.A. Community School - Parma
School IRN	000302
Operator (Management Company), if any	Summit Academy Management

Section 3314.011 of the Ohio Revised Code requires all community schools to employ or engage under contract their designated fiscal officer. The Governing Authority may waive the requirement that the Governing Authority is the responsible party to employ or contract with the fiscal officer by resolution, on an annual basis, if (a) the Board designates a Fiscal Officer (typically employed by the School's operator), (b) the Fiscal Officer meets at least annually with the Governing Authority to review the school's financial status, (c) the Sponsor approves the resolution, and (d) the School submits the resolution to the Ohio Department of Education. This form will be used to request the Sponsor's approval of a School's designated Fiscal Officer.

Submission:

Please submit the following items to ESCLEW with this form. If any of the following items are currently on file with ESCLEW, please indicate as such.

1. Resolution of the Governing Authority waiving the requirement that the Governing Authority employ or contract with the fiscal officer
2. Fiscal services agreement or operator contract showing fiscal services provided.
3. Current school treasurer's license,
4. Current bond in the minimum amount of \$25,000, and
5. FBI and BC&I background checks completed within the last five years

Questions:

Please complete the following questions.

1. Have you ever been referred to or appeared in front of the Ohio Ethics Commission on an allegation that involves you or your company? If yes, please detail the proceeding.

no

2. Have you ever lost a license that has been issued to you? If yes, please provide a thorough explanation.

no

3. Has any school for which you provided fiscal services ever been deemed unauditable in the time period in which you provided services? If yes, please provide a thorough explanation.

no

4. Have any audits for any school for which you provided fiscal services in the past five years contained Findings for Recovery or Questioned Costs? If yes, please provide a thorough explanation.

no.

5. How long have you provided fiscal services for the School?

2 years

6. Were there any Findings for Recovery or Questioned Costs on the School's past year audit? If yes, please provide a thorough explanation.

no.

7. Do the School's total debts payable to the operator, your employer, or the company you own or with which you work exceed the total assets of the School, as presented on the balance sheets of the most recent financial audit? If yes, please provide a thorough explanation.

no.

Certification

I hereby certify that the information contained in this document is accurate and complete. By signing below, I acknowledge that I understand that I am a public officer of the School and that I am subject to all of the public officer's ethics and conflicts laws, as well as the responsibilities of a public school official.


Signature – Fiscal Officer

12/7/17
Date

Acknowledgement of Submission to the Sponsor

Date

Sponsor Approval

The Educational Service Center of Lake Erie West approves the Resolution Waiving the Requirement to Employ or Contract with the Fiscal Officer for the 2018-19 school year. The Educational Service Center of Lake Erie West will verify that the Fiscal Officer meets at least annually with the Governing Authority and strongly encourages the Fiscal Officer to meet at least quarterly.

Signature – Sponsor

Date

ATTACHMENT 9.3

FISCAL LICENSURE

1. Treasurer's License

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

State of Ohio

EMPLOYER COPY

Department of Education

5 Year School Treasurer License

This License Awarded To: **AMBER E. SHAEFFER**
License Number: **OE3193886**

Issue Date: 04/30/2014

FROM: 07/01/2014 - 06/30/2019

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified.

School Treasurer

ENTERED
E 5/3/14

Arletha A. Rose
Superintendent of Public Instruction

1374531

ATTACHMENT 9.4
FISCAL BOND

1. Treasurer's Bond

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



OH

Western Surety Company

RIDER INCREASING OR DECREASING PENALTY OF BOND

To be attached to and form part of Treasurer Ohio Dept. of Education Office of Community Schools & Summit Academy Community School Parma
(Description of Bond)

Bond No. 71743957 issued on behalf of Amber E. Shaeffer
as principal in favor of Ohio Dept. of Education Office of Community Schools & Summit Academy Community School Parma
Obligee.

WESTERN SURETY COMPANY, (hereinafter called the Company) hereby increases
the penalty from Thirteen Thousand and 00/100 DOLLARS (\$13,000.00),
to Twenty-Five Thousand and 00/100 DOLLARS (\$25,000.00),
subject to the covenants and conditions of said bond, except as herein stated.

This rider becomes effective on the 9th day of March, 2016, at
twelve and one minute o'clock AM standard time.

Signed and dated this 9th day of March, 2016



(Amber Shaeffer)
Principal

By _____

ACCEPTED

WESTERN SURETY COMPANY

By Paul T. Buflat
Paul T. Buflat, Vice President

Obligee

By _____

By _____



Ohio



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71743957

That we, Amber E. Shaeffer, as Principal,

and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Ohio, as

Surety, are held and firmly bound unto the (1) Ohio Dept. of Education Office of Community Schools & Summit Academy, in the Community School Parma

penal sum of Thirteen Thousand and 00/100 DOLLARS (\$ 13,000.00),

to the payment of which sum well and truly to be made, we jointly and severally bind ourselves and our legal representatives, firmly by these presents.

Dated this 19th day of January, 2016

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the Principal was duly ☐ elected

☒ appointed to the office of Treasurer in the

Ohio Dept. of Education Office of Community Schools & Summit Academy,
(City, County, Etc.) of Community (Name of Political Subdivision) School Parma

State of Ohio, for the term of indefinite year(s), commencing on the 5th day of January,

2016, and until his successor is elected and qualified.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void, and of no effect, otherwise to remain in full force and effect.

(1) For county officials fill in "State of Ohio,"
for all others, name of political subdivision.

Amber E. Shaeffer
Principal

WESTERN SURETY COMPANY

By Paul T. Bruffa
Paul T. Bruffa, Vice President

OATH OF OFFICE

STATE OF OHIO

County of Summit } ss

Amber Shaffer, being duly sworn, says that he will support the Constitution of the United States, and the Constitution of the State of Ohio, and that he will faithfully discharge the duties of his office as Treasurer

Amber Shaffer
Principal

Sworn to before me and signed in my presence 5 day of February, 2016

Brady Boland

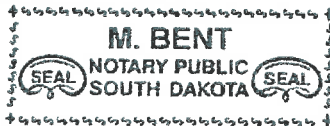
ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss
County of Minnehaha

On this 19th day of January, 2016, before me, a Notary Public in and for

said County, personally appeared Paul T. Bruflat, personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY of Sioux Falls, South Dakota, a corporation duly organized and existing under the laws of said State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



M. Bent

Notary Public

My Commission Expires March 2, 2020

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.

5 Year Budget
 Rpt No.: 000302
 Type of School: Community School Brick and Mortar

Summit Academy Community School - Parma
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2013 through 2017, Actual and
 the Fiscal Years Ending 2018 through 2022, Budgeted

County: Cuyahoga

	Actual					Budgeted				
	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Operating Receipts										
State Foundation Payments (8110, 3211)	\$ 3,337,381	\$ 3,371,996	\$ 3,312,351	\$ 3,255,796	\$ 3,135,571	\$ 2,857,707	\$ 2,950,130	\$ 2,979,631	\$ 3,009,428	\$ 3,019,522
Charges for Services (1500)	\$ 3,550	\$ 3,497	\$ 3,628	\$ 2,350	\$ -	\$ -	\$ 8,745	\$ 8,832	\$ 8,920	\$ 9,010
Fees (1600, 1700)	\$ 16,250	\$ 12,801	\$ 14,061	\$ 13,550	\$ 11,736	\$ 8,659	\$ 8,745	\$ 8,832	\$ 8,920	\$ 9,010
Other (1830, 1840, 1850, 1870, 1890, 3190)	\$ 76,938	\$ 148,163	\$ 105,301	\$ 119,791	\$ 112,824	\$ 88,478	\$ 89,363	\$ 90,257	\$ 91,150	\$ 92,071
Total Operating Receipts	\$ 3,434,105	\$ 3,536,542	\$ 3,435,345	\$ 3,431,517	\$ 3,260,931	\$ 2,954,843	\$ 3,048,238	\$ 3,078,720	\$ 3,109,507	\$ 3,140,602
Operating Disbursements										
100 Salaries and Wages	\$ 1,520,000	\$ 1,702,308	\$ 1,663,054	\$ 1,686,750	\$ 1,820,346	\$ 1,801,625	\$ 1,880,241	\$ 1,899,044	\$ 1,918,034	\$ 1,937,215
200 Employee Retirement and Insurance Benefits	\$ 616,605	\$ 506,417	\$ 602,305	\$ 430,694	\$ 508,101	\$ 514,248	\$ 510,950	\$ 524,584	\$ 529,690	\$ 535,128
400 Purchased Services	\$ 1,021,070	\$ 1,330,611	\$ 1,259,744	\$ 1,411,069	\$ 1,005,593	\$ 764,015	\$ 853,655	\$ 877,691	\$ 902,468	\$ 928,493
500 Supplies and Materials	\$ 118,039	\$ 106,106	\$ 114,197	\$ 164,559	\$ 182,853	\$ 156,741	\$ 153,308	\$ 159,891	\$ 161,590	\$ 163,105
600 Capital Outlay - New	\$ 93,697	\$ 76,840	\$ 69,603	\$ 79,275	\$ 41,676	\$ 19,265	\$ 19,457	\$ 19,652	\$ 19,849	\$ 20,047
700 Capital Outlay - Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
800 Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
819 Other Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Disbursements	\$ 3,877,320	\$ 3,762,282	\$ 3,708,903	\$ 3,772,256	\$ 3,633,530	\$ 3,315,693	\$ 3,431,052	\$ 3,480,662	\$ 3,531,071	\$ 3,593,958
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (243,224)	\$ (245,740)	\$ (271,648)	\$ (340,739)	\$ (372,608)	\$ (361,050)	\$ (382,814)	\$ (402,142)	\$ (422,163)	\$ (443,356)
Nonoperating Receipts/(Disbursements)										
Federal Grants (all 4000 except 1 and 532)	\$ 277,000	\$ 272,137	\$ 200,241	\$ 361,106	\$ 380,919	\$ 360,395	\$ 384,715	\$ 403,951	\$ 424,148	\$ 445,356
Restricted Grants (8219, Community School Facilities Grant)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations (1829)	\$ -	\$ -	\$ 559	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income (1400)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Proceeds (1500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Principal Retirement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest and Fiscal Charges	\$ (33,785)	\$ (26,997)	\$ (27,152)	\$ (20,367)	\$ (14,311)	\$ (3,400)	\$ -	\$ -	\$ -	\$ -
Transfers - In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers - Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Nonoperating Revenue/(Expenses)	\$ 243,224	\$ 245,740	\$ 271,648	\$ 340,739	\$ 372,608	\$ 361,050	\$ 384,715	\$ 403,951	\$ 424,148	\$ 445,356
Excess of Operating and Nonoperating Receipts Over (Under) Operating and Nonoperating Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Cash Balance Beginning of Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,946	\$ 1,901	\$ 1,809	\$ 1,955	\$ 1,971
Fund Cash Balance End of Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,946	\$ 1,946	\$ 3,947	\$ 5,656	\$ 7,641
Per Pupil Expense	\$ 19,456.77	\$ 20,334.65	\$ 19,823.49	\$ 19,853.98	\$ 18,539.40	\$ 17,577.89	\$ 18,058.17	\$ 18,320.33	\$ 18,394.12	\$ 18,606.00
Assumptions										
Staffing/Enrollment										
Total Student Enrollment	189	186	187	189	186	189	190	192	192	192
Instructional Staff	29.00	25.00	29.00	31.00	30.00	30.00	30.00	31.00	31.00	32.00
Administrative Staff	10.00	8.00	9.00	11.00	9.00	12.00	12.00	12.00	12.00	12.00
Other Staff	3.00	2.00	2.00	3.00	6.00	4.00	4.00	4.00	5.00	5.00

Assumptions Narrative Summary
 FY15 thru FY17 are based upon the audited financial statements.
 FY18 revenue and disbursements are based on current spendings so far this year thru February.
 FY19 enrollment is based on the budgeted number of students.
 FY18 Federal Grants is assumed at a 5% growth expected onwards due to enrollment and poverty level.
 Retirement Benefits estimated at 14%.
 Insurance costs expected to increase by 4.2% each year.
 Charges for services, fees, other revenue grow with enrollment.
 General inflation will be under 3%.
 Purchased services include therapists, professional development, transportation, security, cleaning costs, legal fees, sponsor fees, auditing, and administration.
 Purchased services will be controlled with the management company to ensure profitability through at least FY21.

ATTACHMENT 10.1

LIABILITY INSURANCE

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

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Huntington Insurance, Inc. 220 Market Avenue S. Canton, OH 44702 330 430 1317		CONTACT NAME: Sue Yost PHONE (A/C, No, Ext): 330 430 1317 E-MAIL ADDRESS: sue.yost@huntington.com FAX (A/C, No):															
INSURED Summit Academy Management 2791 Mogadore Road Akron, OH 44312		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinnati Indemnity Co.</td> <td>23280</td> </tr> <tr> <td>INSURER B : State National Insurance Compan</td> <td>12831</td> </tr> <tr> <td>INSURER C : Illinois National Insurance Com</td> <td>23817</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Indemnity Co.	23280	INSURER B : State National Insurance Compan	12831	INSURER C : Illinois National Insurance Com	23817	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Cincinnati Indemnity Co.	23280																
INSURER B : State National Insurance Compan	12831																
INSURER C : Illinois National Insurance Com	23817																
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		SIP0008266	07/01/2017	07/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		SIP0008266	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X		SIP0008266	07/01/2017	07/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NDE086445717 Excess WC	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Prof Liability			016023377	06/30/2017	06/30/2018	\$1,000,000
C	Cyber Liability			015939886	06/30/2017	06/30/2018	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured per attached (GA252 11/14). 30 Day Notice of Cancellation or Material Change (General Liability) applies.

CERTIFICATE HOLDER

CANCELLATION

ESC of Lake Erie West
 2275 Collingwood Blvd.
 Toledo, OH 43620

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick Cunn

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Huntington Insurance, Inc. 220 Market Avenue S. Canton, OH 44702 330 430 1317	CONTACT NAME: Sue Yost
	PHONE (A/C, No, Ext): 330 430 1317 FAX (A/C, No): E-MAIL ADDRESS: sue.yost@huntington.com
INSURED Summit Academy Management 2791 Mogadore Road Akron, OH 44312	INSURER(S) AFFORDING COVERAGE
	INSURER A: Cincinnati Indemnity Co. NAIC # 23280
	INSURER B: State National Insurance Compan 12831
	INSURER C: Illinois National Insurance Com 23817
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SIP0008266	07/01/2017	07/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		SIP0008266	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	X		SIP0008266	07/01/2017	07/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NDE086445717 Excess WC	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Prof Liability			016023377	06/30/2017	06/30/2018	\$1,000,000
C	Cyber Liability			015939886	06/30/2017	06/30/2018	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Loc# 22 - 251 Erdiel Drive; Dayton, OH

CERTIFICATE HOLDER

CANCELLATION

Kids Count of Dayton
627 Salem Ave
Dayton, OH 45406

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Patrick Cawson

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Huntington Insurance, Inc. 220 Market Avenue S. Canton, OH 44702 330 430 1317		CONTACT NAME: Sue Yost PHONE (A/C, No, Ext): 330 430 1317 E-MAIL ADDRESS: sue.yost@huntington.com FAX (A/C, No):															
INSURED Summit Academy Management 2791 Mogadore Road Akron, OH 44312		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>Cincinnati Indemnity Co.</td> <td>23280</td> </tr> <tr> <td>INSURER B: State National Insurance Compan</td> <td>12831</td> </tr> <tr> <td>INSURER C: Illinois National Insurance Com</td> <td>23817</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A:	NAIC #	Cincinnati Indemnity Co.	23280	INSURER B: State National Insurance Compan	12831	INSURER C: Illinois National Insurance Com	23817	INSURER D:		INSURER E:		INSURER F:	
INSURER A:	NAIC #																
Cincinnati Indemnity Co.	23280																
INSURER B: State National Insurance Compan	12831																
INSURER C: Illinois National Insurance Com	23817																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SIP0008266	07/01/2017	07/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		SIP0008266	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0	X		SIP0008266	07/01/2017	07/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	NDE086445717 Excess WC	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
C	Prof Liability			016023377	06/30/2017	06/30/2018	\$1,000,000
C	Cyber Liability			015939886	06/30/2017	06/30/2018	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Loc# 20 - 2521 Fairwood Avenue, Ste 100 & 200; Columbus, OH

CERTIFICATE HOLDER

CANCELLATION

Ohio Dept of Education
 25 S Front St
 Columbus, OH 43215

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Patrick Curran Jr

ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

07/20/2017

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Huntington Insurance, Inc. 220 Market Avenue S. Canton, OH 44702		PHONE (A/C, No, Ext): 330 430 1317	COMPANY NAME AND ADDRESS Cincinnati Indemnity Co. PO Box 145496 Cincinnati, OH 45250-5496		NAIC NO: 23280
FAX (A/C, No):	E-MAIL ADDRESS: Sue.yost@huntington.com				
CODE: 10677	SUB CODE:		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
AGENCY CUSTOMER ID #: 93518			POLICY TYPE		
NAMED INSURED AND ADDRESS Summit Academy Management 2791 Mogadore Road Akron, OH 44312			LOAN NUMBER	POLICY NUMBER SIP0008266	
ADDITIONAL NAMED INSURED(S)			EFFECTIVE DATE 07/01/2017	EXPIRATION DATE 07/01/2018	CONTINUED UNTIL TERMINATED IF CHECKED
			THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (Use REMARKS on Page 2, if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
Location #: 1 1620 Market Avenue S. Canton, OH 44707-3778
Building #: 1 School - K-8 (S.A. Community School for

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

☒ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 75,000

Business Personal Property DED: \$10,000

	YES	NO	N/A	
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	X			If YES, LIMIT: 1,000,000 Actual Loss Sustained; # of months
BLANKET COVERAGE Personal Property	X			If YES, indicate value(s) reported on property identified above: \$ 1,405,000
TERRORISM COVERAGE				Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?				
IS DOMESTIC TERRORISM EXCLUDED?				
LIMITED FUNGUS COVERAGE				If YES, LIMIT: DED:
FUNGUS EXCLUSION (IF "YES", specify organization's form used)				
REPLACEMENT COST	X			
AGREED VALUE	X			
COINSURANCE	X			If Yes, 100 % Business Personal Property
EQUIPMENT BREAKDOWN (If Applicable)				If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg				If YES, LIMIT: DED:
- Demolition Costs				If YES, LIMIT: DED:
- Incr. Cost of Construction				If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)				If YES, LIMIT: DED:
FLOOD (If Applicable)				If YES, LIMIT: DED:
WIND/HAIL (If Subject to Different Provisions)				If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

MORTGAGEE	CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
LENDERS LOSS PAYABLE X	Additional Insured	
NAME AND ADDRESS ESC of Lake Erie West 2275 Collingwood Blvd. Toledo, OH 43620		AUTHORIZED REPRESENTATIVE <i>J. Patrick Caw</i>

Alternative Learning-Canton)

****Blanket Coverage Information****

Blanket #1 Building Amt: 38,454,592 Ded: \$10,000

Cause of Loss: Special (Including Theft)

Valuation: Replacement Cost

Coinsurance%: 100

Agreed Amount Applies

Blanket #2 Personal Property Amt: 1,405,000 Ded: \$10,000

Cause of Loss: Special (Including Theft)

Valuation: Replacement Cost Including Stock

Coinsurance%: 100

Blanket #3 Business Income (Value) Amt: 1,000,000

Cause of Loss: Special (Including Theft)

Valuation: Agreed Value (inland marine only)

Coinsurance%: 80

Agreed Amount Applies

- 1 1620 Market Avenue S. Canton, OH 44707-3778
- 2 2400 Cleveland Avenue N.W. Canton, OH
- 3 5868 Stumph Road Parma, OH 44130-1736
- 4 7 S. Marshall Road Middletown, OH 45044-5375
- 6 2106 Arbor Avenue SE Warren, OH 44484-5225
- 7 2140 E. 36th Street Lorain, OH 44055-2756
- 8 144 N. Schenley Avenue Youngstown, OH 44509-2041
- 9 4700 Central Avenue Middletown, OH 45044-5354
- 10 4128 Cedar Ridge Road Dayton, OH 45414-3908
- 11 2791 Mogadore Road Akron, OH 44312-1504
- 12 268 N. State Street Painesville, OH 44077-4009
- 13 5800 Salvia Avenue Cincinnati, OH 45224-3029
- 14 1660 Sternblock Lane Cincinnati, OH 45237-3805
- 16 1694 Pawnee Drive Xenia, OH 45385-4126
- 17 1461 Moncrest Drive N.W. Warren, OH 44485-1928 School
- 18 464 South Hawkins Ave #200 Akron, OH 44320
- 19 2503-2523 Leland Avenue Akron, OH 44312-2426
- 20 2521 Fairwood Avenue, Ste 100 & 200 Columbus, OH 43207-2712
- 21 2781 Mogadore Road Akron, OH 44312-1504
- 22 251 Erdiel Drive Dayton, OH 45415-3632
- 24 2800 Shady Run Road Youngstown, OH 44502-2770
- 25 615 Churchill Hubbard Road Youngstown, OH 44505-1332 School (
- 26 2685 Armstrong Road Wooster, OH 44691-9041
- 27 12616 Sharon Lynn Drive Salem, OH 44460
- 28 1771 Old Palmer Rod N.W. Washington Court House, OH 43160
- 29 100 Broadway Avenue Youngstown, OH 44505-2789
- 30 5494 High Hill Road Cambridge, OH 43725-8640
- 31 91 Coitsville Hubbard Road Youngstown, OH 44505
- 32 3011 Akron Road Wooster, OH 44691
- 33 238 S. Meridian Road Youngstown, OH 44505
- 34 4950 Northcutt Place Dayton, OH 45414
- 45 2913 S. Republic Blvd. Toledo, OH 43615-1911
- 46 301 Collingwood Blvd. Toledo, OH 43615-1911
- 47 301 Obetz Road Columbus, OH 43207

ATTACHMENT 11.6

PERFORMANCE ACCOUNTABILITY FRAMEWORK

The Sponsor is responsible to provide monitoring, oversight, and technical assistance to the community schools that it sponsors. This attachment describes a comprehensive performance accountability and compliance monitoring system, and it provides the information that will be used in making rigorous and standards-based renewal, revocation, and intervention decisions. At the core of these decisions, the Sponsor considers the well-being and interests of the students served by the community school.

This attachment includes (a) the framework by which ESCLEW will assess the performance of the School, (b) the interventions and technical assistance that ESCLEW may utilize, and (c) the academic and non-academic performance goals of the School.

A. Performance Assessment

The Performance Assessment details several items that the Sponsor will review in its oversight of the School as part of its normal oversight or through a high stakes review. The Sponsor will conduct a high stakes review of the school upon renewal, and at least every five years, and may conduct additional reviews at any other point that the Sponsor deems necessary, at its discretion. If an issue arises or is discovered, the Sponsor will utilize targeted intervention(s) listed under section B below, including any technical assistance necessary to assist the School.

Overview – Areas of Assessment

- Mission and Vision Statements
- Governance
- Fiscal or Financial Matters
- Operations, Recordkeeping, Reporting, and Data
- Special Education and Other Diverse Learning Needs
- Academics

Mission and Vision Statements

- Clear and specific mission statement
- Relevant and compelling vision statement
- Evidence of progress in meeting mission and vision
- Evidence of mission-driven decision-making in policies, curriculum, and programming

Governance

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)
- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes
- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

Fiscal or Financial Matters

- Timely submission of financial documentation to Sponsor, including:
 - Balance sheet – statement of financial position
 - Income statement – statement of activities
 - Monthly budget to actual, including all revenue sources
 - Monthly separated grants reporting
 - Monthly enrollment reports
- Red flag financial concerns: significant changes in enrollment, significant changes in policy environment, loss of a particular revenue stream, facility changes, significant turnover in leadership
- Timely payment on all loans/debts
- Financial audit, including timely follow-up on findings and/or material non-compliance
- Solid business plan and clear evidence of capacity to carry out plan
- Sound management and competence in understanding of proper use of public funds
- Grounded in professional standards for sound financial operations and sustainability
- Consistency of financial reporting at governing authority meetings
- Other finance related compliance reports

Operations, Record-Keeping, Reporting, and Data

- Fair treatment, non-selective, and non-discriminatory access in admissions
- Fair and consistent treatment in discipline, with a focus on positive behavioral intervention supports
- Timely and accurate reporting to state data systems
- Appropriate attendance record-keeping and addressing excessive flagging
- Timely response to sponsor requests on interventions and routine compliance follow-ups
- Compliance with public records law, including trained public records officer
- Annual report with clear and accurate performance data

Special Education and Other Diverse Learning Needs

- Appropriate services for all students
- Appropriate access, education, support services and outcomes for students with special education and other diverse learning needs, including English language learners, migrant, and homeless students
- Compliance with policies and procedures for identification, evaluation, and referral of students with disabilities under IDEA and Section 504
- Compliance with all state and federal timelines and reporting requirements
- Proper due process notifications
- Appropriate discipline administration and discipline training for staff, including restraint, seclusion, and positive behavioral intervention supports

If the School has a majority of students with special needs, the School is expected to provide a learning environment that accomplishes the goals of these students in a manner superior to others. The Sponsor expects to see evidence of success for the special education population that exceeds progress in other environments, with methods that are innovative and effective in order to produce such success.

Academics

The School should be prepared to assess every measure listed below, and every component of every measure by data, in order to enhance targeted assistance. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017. The School understands that, every year, additional measures and components may be added and graded and that an overall grade will be calculated starting in Fiscal Year 2018.

- **Achievement** represents whether student performance on state tests meets established thresholds and how well students performed on tests overall. Achievement includes the Performance Index, which assesses the achievement of every student and assigns points for each level of achievement. The Achievement measure also includes Performance Indicators. The indicators show how many students have a proficient

level of knowledge. Schools “meet” an indicator when a designated percentage of students score proficient or higher. Anything below a “C” grade will require targeted assistance.

- **Progress** represents the growth that students are making based on their past performances. The “Value-Added” measures include All Students, Gifted Students, Students in the Lowest 20% of Statewide Achievement, and Students with Disabilities. Anything below a “C” grade will require targeted assistance.
- **Gap Closing** measures how well schools are meeting performance expectations for vulnerable populations of students in English language arts, math, and graduation rates, by measuring each group against the collective performance of all students in Ohio. Anything below a “C” grade will require targeted assistance.
- **Graduation Rate** measures the percentage of students who successfully finish high school in four or five years. Anything below a “C” grade will require targeted assistance.
- **K-3 Literacy** measures how successful schools are at getting struggling readers on track to proficiency by the end of third grade. Anything below a “C” grade will require targeted assistance.
- **Prepared for Success** measures whether graduates are prepared for college and/or career opportunities. Prepared for Success measures preparedness by looking at College Admission Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate participation and scores. Anything below a “C” grade will require targeted assistance.
- **Other Measures of Academic Success**, including:
 - Other assessments conducted by school (NWEA, etc.)
 - Ohio Improvement Process
 - Assessments and interventions required by Third Grade Reading Guarantee
 - Incorporation of Common Core analytic understanding
 - Mission-specific performance measures of academic success
 - Comparison of student performance data with data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
 - Post-secondary readiness, if applicable

B. Technical Assistance, Interventions, and Statutory Consequences

The technical assistance and interventions listed below provide guidance and notice for the types of intervention that the Sponsor may take if the School fails to perform satisfactorily in the areas reviewed as through the performance assessment framework or if the School does not meet its contract goals. The Sponsor will make attempts to both streamline and customize interventions based on the School’s operational structure and mission. The interventions may occur as part of a Corrective Action Plan or independently.

Many of the interventions listed below require the Sponsor to provide technical assistance. The Sponsor has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies. All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies, or cures imposed by Sponsor may be, but are not limited to the following:

Mission and Vision Statements Interventions

- Sponsor technical assistance in strategies to achieve the School’s mission, which may include aspects of culture, parent satisfaction, or other visions stated in the Contract, curriculum, or programming
- Sponsor assessment of leadership with the Board or the administration and mutual plan to correct weaknesses in meeting mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at School’s cost.
- Leadership training in area of desired goals and why they are not being reached or how to reach them more effectively, at School’s cost
- Other tailored interventions based on the specific circumstances

Governance Interventions

- Sponsor technical assistance
- Targeted technical assistance in procedure, minutes, motions, notices, or similar governance matters
- Workout session held by Sponsor
- Recommendations of Sponsor to be followed by Board as to dysfunctions and options for resolving them
- Review and required changes of Code of Regulation, governance policies, or other rules or practices affecting governance
- Clear guidance written into policy and adherence to guidance, as to roles and responsibilities
- Required replacement of absenteeism or members hampering business or quorum
- Required agreement of Board to dismiss board member or officer violating policy, law, procedure, rules, the Code, or other customary good governance precepts
- Training using trainer suggested by or acceptable to Sponsor, at School's cost
- Other tailored interventions based on the specific circumstances

Fiscal or Financial Matters Interventions

- Sponsor technical assistance
- Enhanced and more accurate financial reports required, such as additional financial documentation, debt-to-asset ratios, cash flow analyses, requirements of debt to service coverage ratios, enrollment variances and withdrawal frequencies, requirements of minimum unrestricted cash, and increased transparency enhancements for analytical purposes
- Compliance plans for recurring or material findings
- Contingency plans addressing potential funding shortfalls or other disruptive events
- Finance committee or finance expert on the board
- Pre-audit exercise with qualified Treasurer consultant, at the School's cost.
- Independent training, at the School's cost
- Other tailored interventions based on the specific circumstances

Special Education and Other Diverse Learning Needs Interventions

- Sponsor technical assistance, including but not limited to Sponsor audit of files
- Legal review of practices and procedures targeted to issues discovered, at School's cost
- State audit of files and State training, at School's cost (if any cost required)
- Training, at the School's cost
- Independent Audit, at the School's cost
- Other tailored interventions based on the specific circumstances

Academic Interventions

- Corrective Action Plan
- Sponsor technical assistance
- Targeted intervention by the Sponsor as defined below
 - Face to face meetings and increased reporting to Sponsor on progress
 - Checklists, plans to cure, and periodic data reporting
 - Revisions to the Ohio Improvement Plan
 - Required academic or professional assistance
 - Parent Engagement to support students in academics, attendance, and curriculum
 - Curriculum Mapping
 - Study of Ohio's New Learning Standards and or the Next Generation of Assessments in Ohio
 - OTES and OPES evaluations of staff
 - Required training on the Ohio report card indicators or components
 - Targeted coaching, at the School's cost
 - Targeted tutoring before or after school and/or weekends, at the School's cost

Corrective Action Plans and Targeted Intervention

Designation on the Ohio Local Report Card of a D or F in any measure, or any relative weakness in a component or measure, will trigger targeted intervention. The first step of that intervention will be the School's submission of all data which make up the measure, or components of that measure, and which components have caused the grade of a D or F. The School must list each component with all proof of accurate data to support it, and the School must report quarterly on academic data for measures and components identified as weaknesses.

ESCLEW will require the School to develop a Corrective Action Plan (CAP) if the School fails to meet contract goals under section C of this Attachment, has historically low achievement in any area or measure, or if there are sudden negative changes in any area or measure. ESCLEW will work with the School to develop the CAP and will utilize other appropriate entities or resources, as it deems necessary.

All academic interventions outlined in the CAP require a thorough understanding of weaknesses, based on data derived from assessment tools selected in conjunction with the Sponsor, a thorough understanding of in which measure and which component within a measure the weakness occurs, and a targeted plan to cure that particular weakness or those weaknesses.

Once the CAP is in place, it will be monitored monthly by the Sponsor to assess the School's progress toward meeting the goals. Should the School fail to make adequate or appropriate progress, the plan may be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

Renewal and Non-Renewal

A non-renewal may occur in accordance with any cause allowed by R.C. Chapter 3314 or the Contract. In making renewal decisions, the Sponsor will assess the School's academic performance and progress, as well as its non-academic goals, in conjunction with the information provided with the School's renewal application and through the Sponsor's high stakes review. Failure to meet contract goals or appropriately address required interventions or corrective action may result in non-renewal or probationary one-year contract term.

Currently, schools in which a majority of the enrolled students are children with disabilities receiving special education and related services are exempt from statutory closure on the basis of academic performance. However, the Sponsor may non-renew or otherwise discipline a special education status school if it fails to meet its goals.

Comments on Statutory Consequences

Probation, which may lead to suspension, may be used for any cause allowed by the Ohio Revised Code, including but not limited to:

- Untimely submissions or lack of cooperation in submissions required by the State or the Sponsor for two or more times per year, or for over five business days
- Lack of compliance with laws or the Contract
- Failure to achieve academic goals, as listed in the Performance Accountability Framework
- Any fiscal matter of any level of risk
- Governance, administrative, or minor financial issues that can be adequately corrected by a Plan to Cure acceptable to Sponsor
- Potential or actual ethics or conflicts violations

Suspension, which may lead to termination, is more likely to be used for matters such as, but not limited to:

- Health or safety matters
- Consistent failure to achieve academic goals, despite corrective action plans and technical assistance
- Money owed to the State or its agencies, vendors, or the Sponsor that is delinquent, overextended, or may or does render insolvency
- Inability to make payroll
- Undisclosed debt or obligations

- Lack of accuracy in or misrepresentation, cheating, or fraud in any reporting figures, data, or testing results that is not corrected within timeframes allowed by law or which create financial, reputational, governance or academic risk
- Other matters of noncompliance, the magnitude or risk of which may be assessed by Sponsor as good cause or allowed by the Code
- Uncorrected or actual ethics or conflict violations
- Inability to meet, or lack of progress in meeting, the terms of the Contract, the laws, rules, regulations or requirements, or the reasonable requests of Sponsor geared to correct deficiencies as cited in a probation notice or corresponding corrective action plan

Termination of the Contract will occur if the School fails to develop a corrective action plan or fails to comply with or remedy the problems cited in the corrective action plan developed with the Sponsor as part of a suspension.

Permanent closure under R.C. 3314.35 or 3314.351 will occur under the following circumstances:

- For schools with grades no higher than 3, for two of the past three years, the school has either been in academic emergency, received an F in improving literacy in grades K-3, or received an overall F.
- For schools with grades 4-8, but no higher than 9, for two of the past three years, the school has either been in academic emergency and not met value-added growth, received an F for the performance index score and an F for value-added progress, or received an overall F and an F for value-added progress.
- For schools with grades 10-12 that are not drop-out recovery schools, for two of the past three years, the school has either been in academic emergency, received an F for the performance index score and not met AMOs, or has received an overall F and an F for value-added progress
- For drop-out recovery and prevention program schools, for two of the past three years and beginning on July 1, 2014, the school received a designation of “does not meet standards.”

C. School-Specific Performance Goals and Measures

This section of Attachment 11.6 provides the academic and non-academic goals and performance measures by which the Sponsor will evaluate the School. Goals must be specific, targeted, measurable, and rigorous. The goals must include a level or rate of increase, and they must include subgroup targets. The School recognizes that these goals may be revised if the make-up of the School (grades served, etc.) significantly changes or if the standards by which the School is judged by the State change. Schools should include goals for each year of the Contract or up to three years. If a School has a contract length longer than three years, a goal evaluation will be performed after three years, and the School acknowledges that it will re-assess goals at that time, if not sooner.

The Sponsor will review the School’s progress toward performance goals during site visits and through data submission on a periodic basis throughout the school year. From time to time, the Sponsor may request evidence or other documentation showing progress or efforts toward attaining contract goals. If progress is not evident or if it is insufficient, the Sponsor may, at its discretion, require additional targeted assistance or intervention. If a particular goal is no longer applicable or realistic, the Sponsor may request that the School submit revised goals by which the School will be judged in renewal or termination decisions. The School agrees to submit such revised goals no later than three weeks after the Sponsor’s request.



Performance Accountability Framework Attachment 11.6

School Name	Summit Academy Community School Parma
School IRN	000302
Building Principal/Director	Charlotte Ray
Management Company	Summit Academy Management
Contract Dates with the ESC of Lake Erie West	
Start Date: July 1, 2018	End Date: June 30, 2023
School Mission: To empower our students to overcome social, emotional and educational challenges by: <ul style="list-style-type: none">• Providing an engaging learning environment that is safe, nurturing and positive.• Building relationships with students, families, and the community.• Continuing to improve our knowledge and skills as professionals.	

A.01	ACADEMIC PERFORMANCE STANDARD	Achievement: Indicators Met
<p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them.</p> <p>The Indicators Met measure represents student performance on state tests. This measure is based on a series of up to 24 state tests that record the percent of students proficient or higher in a grade and subject. Schools and districts also are evaluated on the gifted indicator, giving them up to 25 possible indicators.</p> <p>Goals set for this standard should address 1.) The expected numeric increase; and 2.) at least one targeted grade or content area.</p>		

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	2 of 23	0 of 23	0 of 23	0 of 23
ACTUAL	0 of 23			
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY																												
<p>Summit Academy Parma will increase the percent of students meeting proficiency on state tests by focusing on improving K-3 literacy. We will do this by continuing to implement the Direct Instruction reading program with fidelity. Additionally, we will be implementing a new assessment system that will enable us to target foundational skills that are missing through effective instruction.</p> <p>To project achievement scores, we have selected our three highest scores from the 2016 – 2017 school year and increased those numbers by 5% annually over the length of the contract. The chart below shows the progression of the scores. As you can see, this realistic level of improvement does not reach 80% in any of our currently highest scores. While this improvement in achievement will not touch our indicator score, we should see the results in other areas of the LRC.</p>																												
<table><tr><th>FY17</th><th>FY18</th><th>FY19</th><th>FY20</th><th>FY21</th><th>FY22</th><th>FY23</th></tr><tr><td>47.1</td><td>49.46</td><td>51.93</td><td>54.52</td><td>57.25</td><td>60.11</td><td>63.12</td></tr><tr><td>52.9</td><td>55.55</td><td>58.32</td><td>61.24</td><td>64.30</td><td>67.52</td><td>70.89</td></tr><tr><td>50</td><td>52.50</td><td>55.13</td><td>57.88</td><td>60.78</td><td>63.81</td><td>67.00</td></tr></table>	FY17	FY18	FY19	FY20	FY21	FY22	FY23	47.1	49.46	51.93	54.52	57.25	60.11	63.12	52.9	55.55	58.32	61.24	64.30	67.52	70.89	50	52.50	55.13	57.88	60.78	63.81	67.00
FY17	FY18	FY19	FY20	FY21	FY22	FY23																						
47.1	49.46	51.93	54.52	57.25	60.11	63.12																						
52.9	55.55	58.32	61.24	64.30	67.52	70.89																						
50	52.50	55.13	57.88	60.78	63.81	67.00																						

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

--	--	--	--

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR				

A.02	ACADEMIC PERFORMANCE STANDARD	Achievement: Performance Index
<p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them. The Performance Index measures the achievement of every student, not just whether or not he or she reaches “proficient.” Districts and schools receive points for every student’s level of achievement. The higher the student’s level, the more points the school earns toward its index. This rewards schools and districts that improve the performance of all students.</p> <p>Goals set for this standard should address 1.) The number of total PI points earned; and 2.) “Movement” (identified in at least two categories) of students scoring Advanced, Accelerated, Proficient, Basic or Limited on at least one of Ohio’s State Tests.</p>		

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	62 out of 120	65.7 out of 120	68.9 out of 120	79 out of 120
ACTUAL				
RATING (completed by sponsor)				*Goals in this column will only address the PI score.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY										
<p>Our goal by the end of our contract date in 2023 will be to earn 79 out of 120 point by moving 10% of students from limited to basic and 5% of students from basic to proficient. We hope to see a 1% increase in advanced and accelerated scores with the remaining tests earning a proficient rating. The chart below shows the progression of scores based on this projection. Please note that this increase will not change the grade from the current D even though this is a realistic and positive goal.</p>										
	Adv+	Adv	Accel	Prof	Basic	Limited	Untested	PI Points	PI %	Grade
2017	0	5.6	8.9	17.6	25.8	42.1	0	62.2	51.9%	D
2018	0	5.7	9.1	22.8	24.5	37.9	0	65.7	54.8%	D
2019	0	5.7	9.3	27.6	23.3	34.1	0	68.9	57.4%	D
2020	0	5.8	9.4	32.0	22.1	30.7	0	71.8	59.8%	D
2021	0	5.8	9.6	36.0	21.0	27.6	0	74.4	62.0%	D
2022	0	5.9	9.8	39.5	20.0	24.9	0	76.8	64.0%	D
2023	0	5.9	10.0	42.8	19.0	22.4	0	79.0	65.8%	D
<p>Our school will continue to prioritize helping our students master basic skills at the same time they work on grade level content. We will be implementing a new assessment tool that will allow us to provide a prescriptive instructional plan to increase individual student achievement. We will monitor success of this approach</p>										

through analysis of the reports provided by the software at TBT and BLT meetings.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.03	ACADEMIC PERFORMANCE STANDARD	Progress
<p>The Progress component looks closely at the growth that all students are making based on their past performances. There are four measures within the component: progress for all students; progress for gifted students; progress for students with disabilities; and progress for students whose academic performance is in the lowest 20 percent of students statewide. The state examines students' state tests through a series of calculations to produce a "value-added" rating for each of the four groups listed.</p> <p>Goals for this standard should address 1.) The overall letter grade; 2.) The overall percentage; 3.) Growth (identified as a percentage) for at least one of the individual measures listed above.</p>		

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	Overall = A – 3.12	Overall = A – 5 SWD = A – 5	Overall = A – 5 SWD = A – 5	Overall = A – 5 SWD = A – 5
ACTUAL	Overall = A – 5 SWD = A – 5			
RATING (completed by sponsor)				*Goals in this column will only address the Overall Percentage.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

In reviewing the 2016-17 report card progress details, we will target high school math scores as we endeavor to maintain our progress score as an A over the next five years. Specifically, we will identify students in the subgroup “students with disabilities” and identify the skills that students need reinforced through the use of benchmarking and progress monitoring through the new assessment system that we will be implementing. Based on data, by combining our efforts in increasing high school students with disabilities scores in math, our progress score of A will be maintained.

Subgroup	Grade	Points	Weight	Final Points		
Overall	A	5	63.25%	3.1625		
Gifted				0		
Low 20%	A	5	18.38%	0.91875		
SWD	A	5	18.38%	0.91875		
			Total Points	5	=	A

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

<p>SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.</p>

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.04	ACADEMIC PERFORMANCE STANDARD	Gap Closing
<p>Schools must close the gaps that exist in the achievement between groups of students that may be based on income, race, ethnicity or disability. This component shows how well schools are meeting performance expectations for our most vulnerable students in English language arts, math and graduation. It compares the academic performance of nine student groups against the performance of a 10th group; all students in Ohio.</p> <p>Goals for this standard should address 1.) The component score; and 2.) At least one targeted area (reading, math or graduation rate).</p>		

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	Overall = D	18.3 points - F	18.8 points - F	21.2 points - F
ACTUAL	17 points - F			
RATING (completed by sponsor)				*Goals in this column will only address the Overall Percentage.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
<p>In reviewing the AMO proficiency percentages per AMO category, we have identified deficits in the ELA and math proficiency rates of our Hispanic subgroup. This is not readily apparent from our LRC as this subgroup is too small to be reported. However, looking at our data from the Secure Data Center we can see that this group is underperforming relative to all other subgroups and has been for several years.</p> <p>In order to make as much positive change as possible, we plan to identify and target our Hispanic subgroup through the implementing of our new assessment system and our math curriculum Envision 2.0. We will offer additional professional development for teachers on the implementation of effective intervention strategies.</p>

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.05	ACADEMIC PERFORMANCE STANDARD	K-3 Literacy
<p>Reading is the foundation for all learning. That is why it is critical to fund and address reading issues for a student as early as possible. K-3 Literacy looks at how successful the school is at getting struggling readers on track to proficiency in third grade and beyond.</p> <p>The measure and component relate to Ohio's Third Grade Reading Guarantee, which aims to make sure that all students are reading at grade level by the end of third grade. The guarantee drives attention to students from kindergarten through third grade who are struggling readers and makes sure they get the help they need to succeed in reading. Districts and schools are expected to diagnose reading issues, create individualized reading improvement and monitoring plans, and provide intensive reading interventions.</p> <p>Goals for this standard should address 1.) The component grade; and 2.) At least one measurable, targeted strategy aimed at improving student reading scores.</p>		

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	30%	C (42%)	C (45%)	B (50%)
ACTUAL	C (40.9%)			
RATING (completed by sponsor)				*Goals in this column will only address the Component Grade

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
<p>Many of our students come to us as struggling or non-readers. Our goal in addressing this issue is to implement Direct Instruction with fidelity. We will continue to focus interventions for student in grades Kindergarten and 1st grade to improve foundational skills. Based on the 2016 data, we will increase the amount of embedded professional development for our kindergarten and first grade teachers in order to identify and diminish gaps that we have identified in these grades.</p> <p>We will also implement a new assessment system. Bench marking and progress monitoring will be done at least monthly to track progress and inform instruction for our students.</p>

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.06 ACADEMIC PERFORMANCE STANDARD Graduation Rate

The Graduation Rate Component Grade is determined in the following manner: 60% - the letter grade for the four year graduation rate and 40%- the letter grade for the five-year graduation rate.

The Four-Year Graduation Rate includes as graduates only those students who earn diplomas within four years of entering ninth grade for the first time. The Five-Year Graduation Rate includes those students who graduate within five years of entering ninth grade for the first time.

Goals set for this standard should address 1.) The overall component letter grade; and 2.) The overall component percentage.

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	4 Year – 70% 5 Year – 70%	D (4 Year=80; 5 Year=85)	C (4 Year=83; 5 Year=88)	C (4 Year=85; 5 Year=90)
ACTUAL	F (4 Year=76.2; 5 Year=80)			
RATING (completed by sponsor)				*Goals in this column will only address the overall component percentage.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

In reviewing graduation rates for the 2016-17 school year, we identified that the school will need to do more to increase student and parent understanding of the new graduation requirements and assist students in being more proactive in meeting these requirements. We will use the graduation checklist to document student progress during a student's early high school years.. The Performance Coach and/or Behavior Specialist will hold quarterly meetings with juniors to monitor progress towards graduation and will meet monthly with seniors to ensure progress towards graduation requirements.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal
--	------------------------	--	-------------------------	---------------------------

--	--	--	--	--

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.07	ACADEMIC PERFORMANCE STANDARD	Prepared for Success
<p>The Prepared for Success component looks at how well prepared Ohio's students are for all post-secondary opportunities. Using multiple measures for college and career readiness enables districts to showcase their unique approaches to prepare students for success after high school.</p> <p>A Prepared for Success letter grade is based on how well the students performed on these three measures: ACT or SAT remediation-free scores; An Honors Diploma; or Earning twelve points through an industry-recognized credential or group of credentials in one of 13 high-demand career fields. "Bonus" points are potentially earned by students for meeting additional criteria associated with Advanced Placement scores, International Baccalaureate credits, or College Credit Plus credits.</p> <p>Goals for this standard should include 1.) The letter grade for the component score; 2.) The overall percentage of the component score; and 3.) A specific strategy to show growth in one or more of these six measures.</p>		

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	Grade = F ACT/SAT = 2% CCP = 10% Ind. Cred. 0% Hon. Dipl. 0% AP 0% IB 0%	Grade = F, 3%	Grade = F, 6%	Grade = F, 9%
ACTUAL	Grade = F, 0%			
RATING (completed by sponsor)				*Goals in this column will only address the overall component percentage.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
<p>In reviewing the 2016-17 data, we recognize that this measure will continue to be difficult to increase significantly because of the size and make-up of our student population. We are striving to increase the number of students who score remediation-free on the ACT by 1 student per year. This represents about a 5% increase annually. In order to do this, we will offer intervention for ACT readiness by incorporating ACT prep throughout our high school content courses. We will also increase staff knowledge of the ACT and SAT tests.</p> <p>Our school is very active in College Credit Plus with students earning over 50 college credits in the 2017 – 2018 school year. We will continue to emphasize this opportunity with students for whom this is appropriate.</p>

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

--	--	--	--

SUMMARY RATING FOR THIS STANDARD:
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

--

A.08	ACADEMIC PERFORMANCE STANDARD	Other Academic Measure
<p>Schools must identify a nationally recognized assessment utilized to gather data regarding academic progress. Although many assessments are available, one that has been recognized as reliable and valid by the education community is recommended. Assessments may be given as a full battery, or sub-tests may be chosen for this standard.</p> <p>Goals set for this standard should include a brief description of the assessment and the increase being expected.</p>		

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	20 WPM annually	20 WPM annually	20 WPM annually	20 WPM annually
ACTUAL	4.65 WPM			
RATING (completed by sponsor)				

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Summit Academy Parma currently utilizes AIMSweb, which is benchmarked 3x/year. We are now exploring other assessment tools that will allow us to provide additional evidence of growth. We will utilize the data that is gathered to create student and teacher goals. The students and teachers will be included in goal setting which will increase their awareness of their current ability levels, which will foster ownership and accountability for reading growth/success.

This goal will be updated as soon as our decision on the new assessment tool is made.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL	PROGRESS BEING
-------	----------------------------------	-----------	----------------

		ASSISTANCE PROVIDED	MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.09	ACADEMIC PERFORMANCE STANDARD	Comparative Data from Similar Schools
<p>In order to evaluate performance data for a given school, it is often useful to consider how similar schools compare in the same components. ODE utilizes a method referencing six criteria to determine a “similar school” for local comprehensive districts. Because of the unique nature of Community Schools, “similar schools” should be comparable in ADM, percent poverty, and percent minority students. In determining “similar schools”, this can be any two schools within the state that are comparable in one of the areas to your school, this may include one or both being schools within the same management company.</p> <p>Goals in this area should: 1.) Include the verbiage: “performing at rates higher than or equal to”; 2.) Identify at least two “similar” schools; 3.) Address at least one of the following areas as reported on the LRC: Performance Index, Progress, Gap Closing, K-3 Literacy Rate, or Graduation Rate.</p>		

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	NA	# 1 below	# 2 below	# 3 below
ACTUAL	NA			
RATING (completed by sponsor)				

DESCRIPTION OF MEASURE AND MONITORING STRATEGY					
	Name of School	% Economically Disadvantaged	% Minority Students	PI Points	Overall Progress
	Summit Academy Community School – Parma	100%	27.3%	62	A
	West Park Academy	100%	21%	57	B
	Steel Academy	79%	34.8%	54	D
<p>#1 - Our school will perform at rates higher than or equal to West Park Academy in PI points. #2 - Our school will perform at rates higher than or equal to Steel Academy in Overall Progress. #3 - Our school will perform at rates higher than or equal to both schools in Overall Progress.</p>					

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points:	1 point:	2 points:	3 points:	4 points:

Significantly Below Goal	Below Goal	Progressing Towards Goal	Meets Goal	Exceeds Goal

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

NA.01	NON-ACADEMIC PERFORMANCE STANDARD	Mission Specific Goal
<p>The mission statement is unique to the school and determines what makes the school stand out from other schools.</p> <p>The Mission of the school is:</p> <p>To empower our students to overcome social, emotional and educational challenges by:</p> <ul style="list-style-type: none"> • providing an engaging learning environment that is safe, nurturing and positive. • building relationships with students, families, and the community. • continuing to improve our knowledge and skills as professionals. <p>Goals set for this standard should address a specific area from the school's mission statement. Examples could include Character education, student behavior, STEM focus, College preparatory.</p>		

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	In the 2016 – 2017 tests, Summit students will outscore the combined average of Parma and Cleveland students in math and ELA 75% of the time.	In the 2017 – 2018 tests, Summit students will outscore the combined average of Parma and Cleveland students in math and ELA 88% of the time.	In the 2018 – 2019 tests, Summit students will outscore the combined average of Parma and Cleveland students in math and ELA 89% of the time.	In the 2018 – 2019 tests, Summit students will outscore the combined average of Parma and Cleveland students in math and ELA 90% of the time.
ACTUAL	In the 2016 – 2017 tests, Summit students outscored the combined average of Parma and Cleveland students in math and ELA 88% of the time.			
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
Summit Academy Parma will continue to focus on quality education for students with disabilities. As noted above, our students outscored the combined average of Parma and Cleveland students in ELA and Math 88% of the time in the 2016-17 school year. Summit Academy Parma will continue providing an engaging

learning environment that is safe, nurturing and positive. We will continue to implement and modify (as needed) our positive behavior support program to encourage active engagement for all students in the learning process. We will encourage our students to be mindful of their ELA and math progress through the new assessment tool that will offer students a path towards growth that is specific to their unique needs.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

NA.02	NON-ACADEMIC PERFORMANCE STANDARD	Attendance
<p>The Ohio Department of Education historically has ranked schools as proficient with a year ending attendance percentage of 93%.</p> <p>The Attendance rate is measured by “Student Attendance Rate” means the ratio of the number of enrolled students actually in attendance (Aggregate Attendance) for a Full Academic Year to the number of enrolled students (Aggregate Membership) for that school year. (OAC 3301-18-01). This number is expressed as a percentage.</p> <p>Goals set for this standard should address 1.) Increasing student attendance to the proficiency rate of 93% or higher; and 2.) Identify strategies in which the school will work to accomplish this goal. (Strategies may include; increasing family involvement through activities at the school, implement student attendance incentive programs, create a peer mentoring system for students, etc.</p>		

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	91%	93%	93%	93%
ACTUAL	92%			
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
<p>The percentage for attendance for the 2016-17 school year was 92%. In an effort to increase attendance to the 93%, we will incorporate individual and classroom incentives for perfect attendance on a quarterly and annual basis. Incentives will include a dress down pass quarterly and a certificate at the end of the year recognition assembly. In addition, we will continue to provide opportunities for our families to increase their participation in after-school activities such as literacy nights, walk to read night, and family game night.</p>

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

NA.03 NON-ACADEMIC PERFORMANCE STANDARD Parent Satisfaction

Parent/caregivers are key stakeholders in the success of Community Schools.

The **Parent Satisfaction** increases communication and soliciting feedback from parents is key to making programming changes within the school in order to create an atmosphere where all students are growing academically.

Goals set for this standard should address what form of feedback will the school solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) and identify what the school will do with the feedback received.

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	Given questions on an annual survey, parents will respond favorably at least 95% of times.	Given questions on an annual survey, parents will respond favorably at least 95% of times.	Given questions on an annual survey, parents will respond favorably at least 95% of times.	Given questions on an annual survey, parents will respond favorably at least 95% of times.
ACTUAL	Given questions on an annual survey, parents responded favorably 95.9% of times.			
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Summit Academy Parma gives parents an annual survey by our federal programs administrator that is used for CCIP planning and general feedback. The results of the survey are shared with the principal who will make them available to the sponsor consultant.

The results of the parent survey are discussed at an annual meeting with parents, principal, regional director, curriculum and federal programs personnel from the management company. The appropriate team member addresses any issues or concerns in a timely manner.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)
-------	----------------------------------	-------------------------------	------------------------------

--	--	--	--

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR				

NA.04	NON-ACADEMIC PERFORMANCE STANDARD	Governing Board Performance
<p>All community schools are required to comply with all rules and regulations regarding a Governing Board.</p> <p>The Governing Board Performance is the expectation that the Governing Board will take on roles and responsibilities in order to complete the work efficiently and effectively.</p> <p>Goals set for this standard should address the ability of the individual members and/or combined entity increasing the efficiency and/or effectiveness of the board. This could include; professional development, attendance rates at meetings, attendance rate at school functions as well as interaction with key stakeholders of the community school.</p>		

	2016/17	2017/18	2018/19	Contract End Date:2023
GOAL	Goal – Annually the Board members participated in 3 educational opportunities of their choice.	Goal – Annually the Board members participated in 3 educational opportunities of their choice. Goal – at least two of the 5 board members participated in at least 2 committees.	One board member will attend a school function each quarter. The board will view an online training on governance leadership. The board will have 80% attendance rate at board meetings	The board will have 90% attendance rate at board meetings.
ACTUAL	Website Training for Sunshine Law, SAM Annual Meeting and Board Training at meetings in finance.	SAM Annual meeting, trainings via Ohio Attorney General, training during board meetings on facilities.		
RATING (completed by sponsor)	Met	Met		*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
Schools will keep records of visits to functions from school board members. Board secretary bi-monthly will take attendance. Certificates will be required.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

--	--	--	--

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR				

NA.05	NON-ACADEMIC PERFORMANCE STANDARD	Organizational/Operational
All community schools are required to submit a variety of documents in Epicenter yearly.		
The Organizational /Operational contract must include a performance framework that defines your schools expected organizational/operational outcomes with clear, measurable and inclusive targets.		
Goals set for this standard should address the on-time and accuracy of compliance submissions within Epicenter.		

	2016/17	2017/18	2018/19	Contract End Date:2023
GOAL			On Time 96% Accuracy 100%	On Time 98% Accuracy100%
ACTUAL	On Time 96% Accuracy 97%	On Time 95% Accuracy 99%		
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
The school will progress towards a goal of 96% on time and progress towards a goal of 100% accuracy.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

NA.06	NON-ACADEMIC PERFORMANCE STANDARD	Financial Performance and Sustainability
<p>All community schools are required to submit evidence of the financial performance and sustainability of the school to the sponsor.</p> <p>The Financial Performance and Sustainability framework that defines your schools expected financial outcomes with clear, measurable and inclusive targets.</p> <p>Goals set for this standard should address the financial performance and sustainability with specific annual and over-the-contract-term metrics and targets. (audits, debt, building ownership, enrollment, or cash balance)</p>		

	2016/17	2017/18	2018/19	Contract End Date: 2023
GOAL	No findings	No findings	No findings	No findings
ACTUAL	No findings	TBD	TBD	
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
The school will receive a clean yearly audit by the Auditor of State.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR