

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 **Washington Park Community School** (Governing Authority or School), an Ohio public community school, by and through its Governing Authority.

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

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

WHEREAS, the Governing Authority 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 to 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 (5) 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. Trainings 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, and 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 **Beth Hargreaves (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 if 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 report to the Governing Authority.

- Monthly site visits and file and contract reviews, and at all other times as determined necessary by the Sponsor, followed by a written report to the Governing Authority.
- High stakes review, upon renewal or at least every five years, whichever comes first, 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.

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 take steps to require the School to correct any issues related to an operator of the School and its administration, including disciplinary measures against the School. 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 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, 3319.074, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 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.

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 **4000 Washington Park Boulevard, Newburgh Heights, Ohio 44105**. 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. All facilities 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.

After fulfilling the annual opening assurances, any changes in permits, inspections, and/or certificates must be filed with the Sponsor within five (5) business days from the date of receipt. 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 of a new facility, 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 8**. The School may not add or remove grades without the prior approval of the Sponsor and modification of this Contract. The School agrees to be compliant with the maximum number of people allowed per room and/or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department. An involuntary and material decrease in enrollment may be a sole good cause for nonrenewal, suspension, or termination at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or (ii) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.
- 6.2 **Continuing Operation.** The School agrees to continue operation by teaching the minimum number of students permitted by law. Failure to continue operation without interruption is grounds for termination of this Contract. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as any change of five (5) business days 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, 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. To the extent applicable, the School shall comply with alternative graduation requirements as permitted by 132 General Assembly, House Bill 491, Section 3 for those students entering ninth grade for the first time between July 1, 2014 and July 1, 2017 who failed to meet end-of-course exam requirements. 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.
- (d) The School shall adopt a policy regarding the enrollment and attendance of students, which requires a student’s parent to notify the School when there is a change in the location of the parent’s or student’s primary residence. This policy is included in **Attachment 6.12**.
- (e) The School shall adopt a policy regarding the verification of a student’s residence and address consistent with the School’s obligations in accordance with R.C. 3314.11. This policy shall be included in **Attachment 6.12**.

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 seventy-two (72) 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 3319.31 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 paraprofessionals shall meet the "highly qualified" standards as and to the extent applicable. All paraprofessionals employed by the School to provide academic support in a core subject area in a program supported with funds received under Title I of the "Elementary and Secondary Education Act of 1965," 20 U.S.C. 6301 *et seq.*, must be properly certified. 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 unauditible under R.C. 3314.51, the Governing Authority shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s).

The School agrees that the fiscal services agreement will state that the Fiscal Officer is primarily responsible for 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 or Pooled Insurance.** 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.

In lieu of a surety bond, the School may adopt a policy permitting its Fiscal Officer to obtain insurance coverage through an “employee dishonesty and faithful performance of duty policy” issued by a joint self-insured pool. Insurance coverage must for no less than twenty-five thousand dollars (\$25,000), and both the School and Sponsor shall be listed as additional insured parties. Coverage must be in place prior to the start of the Fiscal Officer’s term of office. The Fiscal Officer must notify the Governing Authority 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 9.4**. The School must provide 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.

Cancellation of the bond or cancellation or lapse in insurance coverage maybe grounds for suspension or termination of the School.

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 School, with full authority to bind the School. 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 **two (2) year(s)**, effective as of or commencing on July 1, 2019 and ending on June 30, 2021. 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, which may include termination criteria established by the Sponsor in its Sponsor Termination Policy. 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. See also Sponsor's Supplemental Closing Procedures in **Attachment 3.4**.
- 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 or procedures, Ohio's accountability system, Sponsor Performance Review requirements, 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.

[SIGNATURE PAGE TO FOLLOW]

**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: 6-24-2019

**Governing Authority of
Washington Park Community School**

By: _____

(Signature)

Its: President

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

Date: 6/17/19

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.



Entity#: 1121336
Filing Type: CORPORATION FOR NON-PROFIT
Original Filing Date: 10/29/1999
Location: NEWBURGH HTS-
Business Name: THE NEWBURGH HEIGHTS COMMUNITY SCHOOL
FOUNDATION, INC.
Status: Active
Exp. Date: 03/17/2021

Agent/Registrant Information

DONALD C SCRIVEN
250 E. BROAD ST., STE 900
SCOTT, SCRIVEN & WAHOFF, LLP
COLUMBUS OH 43215
09/29/2004
Active

Incorporator Information

HELENE JASINSKI
ALLEN D. SOWA
GEORGE L. HOFF

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/NON-PROFIT	10/29/1999	199934301064
LETTER/RENEWAL NOTICE MAILED	06/29/2004	200418142531
CERTIFICATE OF CONTINUED EXISTENCE	09/29/2004	200428601878
LETTER/RENEWAL NOTICE MAILED	05/29/2009	200914946846



Tue Jun 11 2019

CERTIFICATE OF CONTINUED EXISTENCE	06/22/2009	200917300596
LETTER/RENEWAL NOTICE MAILED	02/21/2014	201405200114
DOMESTIC AGENT ADDRESS CHANGE	05/13/2014	201413301010
DOMESTIC/REINSTATEMENT	03/17/2016	201607802646
TRADE NAME/ORIGINAL FILING	09/09/2016	201625600274

**UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE**

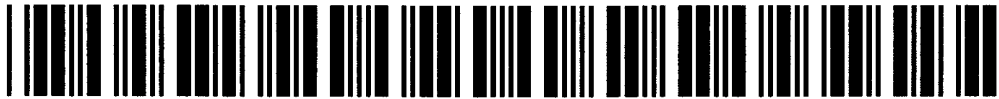
I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 11th of June, A.D. 2019

Ohio Secretary of State

A red handwritten signature of Frank LaRose.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/12/2016	201625600274	TRADE NAME REGISTRATION (RNO)	39.00	300.00	0.00	0.00	0.00

Receipt

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

NEWBURGH HEIGHTS COMM SCHOOL FOUNDATION
 HELENE A. JASINKI
 4000 WASHINGTON PK BLVD
 NEWBURGH HTS., OH 44105

**STATE OF OHIO
 CERTIFICATE**

**Ohio Secretary of State, Jon Husted
 3938815**

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

WASHINGTON PARK COMMUNITY SCHOOL

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

Document(s)
TRADE NAME REGISTRATION

Document No(s):
201625600274

Effective Date: 09/09/2016

Date of First Use: 09/24/2001

Expiration Date: 09/09/2021

THE NEWBURGH HEIGHTS COMMUNITY SCHOOL
 FOUNDATION, INC.
 4000 WASHINGTON PARK BLVD.
 NEWBURGH HTS., OH 44105



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
 12th day of September, A.D. 2016.

Jon Husted
 Ohio Secretary of State



Form 534A Prescribed by:
JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) SOS-FILE (877-787-3463)
Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov
buserv@OhioSecretaryofState.gov
File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216
Expedite Filing (Two business day processing time.
Requires an additional \$100.00)
P.O. Box 1300
Columbus, OH 43216

Name Registration

Filing Fee: \$39
Form Must Be Typed

CHECK ONLY ONE (1) Box

Trade Name
(167-RNO)
Date of first use:
MM/DD/YYYY

Fictitious Name
(169-NFO)

Name being Registered or Reported

Name of the Registrant
Note: If the registrant is a partnership, please provide the name of the partnership. Individual partner names are not permitted but are required on page 2 of the form.
Registrant's Entity Number (if registered with Ohio Secretary of State):

RECEIVED
SECRETARY OF STATE
2016 SEP -9 PM 3:41
CLIENT SERVICE CENTER

All registrants must complete the information in this section

The general nature of business conducted by the registrant:

Business address:

Mailing Address

City
State
Zip Code

Complete the information in this section if registrant is a partnership NOT registered in Ohio pursuant to ORC 1776, if partnership is registered, provide registration number on page one.

Provide the name and address of at least one general partner:

Name

Address

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign corporation/limited liability company, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation/limited liability company licensed in Ohio under an assumed name, please provide the assumed name and the name as registered in its jurisdiction of formation.

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

Required
Application must be signed by the registrant or an authorized representative.

Helene A. Jasinski
Signature

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

Operations Manager / Founder
By (if applicable)

Helene A. Jasinski
Print Name

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



Form 590 Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) BOS-FILE (877-767-3463)

Central Ohio: (614) 466-3610

www.OhioSecretaryofState.gov

busserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

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SECRETARY OF STATE

2016 SEP -9 PM 3:41

CLIENT SERVICE CENTER

Consent for Use of Similar Name

(To be filed with new business formation document or amendment to change business name where a name conflict will occur.)

Name of Entity/Individual Giving Consent

Charter/Registration/License Number of Entity giving Consent

Gives it Consent To

To Use The Name

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

REQUIRED

Consent form must be signed by an authorized representative of the consenting entity.

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

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

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

ARTICLES OF INCORPORATION
OF THE NEWBURGH HEIGHTS COMMUNITY SCHOOL FOUNDATION, INC.
A NON-PROFIT CORPORATION

The undersigned, citizens of the United States, desiring to form a non-profit corporation under Chapter 1702 of the Ohio Revised Code for the purpose of the establishment or one or more Community School(s) to be known as The Newburgh Heights Community School Foundation, Inc. within the State, do hereby certify:

ARTICLE I
NAME

- 1.1 The name of the Corporation is The Newburgh Heights Community School Foundation, Inc.

ARTICLE II
PRINCIPAL OFFICE

- 2.1 The State and County of the Corporation's principal office is the State of Ohio and County of Cuyahoga. The address of the Corporation's principal office is 4000 Washington Park Blvd.; Newburgh Heights, Ohio 44105.

ARTICLE III
PURPOSE

- 3.1 The principal purpose for which the Corporation is formed and organized is to provide for the creation, operation, administration, and financial support for Community Schools to be known as The Newburgh Heights Community School Foundation.

To accomplish the purpose as set forth above, the Corporation may engage in such activities, as the Trustees of the Corporation deem necessary and advisable to:

- (a) Solicit contributions from the community including sponsorship of fundraising activities for the purpose of supplies, equipment and technical expertise which is necessary for and to be used in conjunction with the operation and administration of The Newburgh Heights Community School Foundation, Inc.; and,

ARTICLES OF INCORPORATION
 THE NEWBURGH COMMUNITY SCHOOL FOUNDATION
 NON-PROFIT CORPORATION
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- (b) Obtain any grants, as may be available for the purpose which is to provide funds for the operation and administration of The Newburgh Heights Community School Foundation, Inc. including the purchase of supplies and equipment; and,
- (c) To encourage community awareness, participation and support of the operation and administration of The Newburgh Heights Community School Foundation, Inc.; and,
- (d) To do everything necessary, proper, advisable, or convenient for the accomplishment of the purposes or the attainment of any of the objectives or the furtherance of any of the powers set forth in these Articles of Incorporation, incidental to, or pertaining to, the operation and administration of The Newburgh Heights Community School Foundation, Inc., and at all times to comply with the provisions of the Ohio Revised Code, Sections 1702.01 et. seq., as presently enacted and as may be amended or suspended by any other statute in the future.

**ARTICLE IV
 TRUSTEES**

4.1

- (a) Initial Trustees - the initial Trustees of the Corporation shall be three (3) in number and shall serve until such time as their successors are appointed pursuant to the provisions of these Articles or a Code of Regulations as may be adopted.

<u>NAME</u>	<u>ADDRESS</u>
Helene Jasinski	5295 Harvard Ave Newburgh Heights, Oh 44105
Allen D. Sowa	3884 Washington Park Blvd. Newburgh Heights, Oh 44105
Susan A. Dudas	3865 Deer Run Parkway Richfield, Oh 44286

- (b) Permanent Trustees - Helene Jasinski and Allen D. Sowa shall be permanent Trustees so long as those persons are willing and able to serve in such capacity, and except for discharge for cause, shall not be subject to involuntary removal, nor shall

ARTICLES OF INCORPORATION
THE NEWBURGH COMMUNITY SCHOOL FOUNDATION
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PAGE 3 OF 10

they be subject to election, as their term shall extend so long as they desire to serve.

- (c) Other Trustees - Any person may serve as a Trustee. The term of service shall be for two (2) years unless: (1) such person is appointed to fill a vacancy in which case the term shall be for the remainder of the term of the person so replaced; (2) such person is appointed as a Trustee for a lesser term by the resolution of the Board of Trustees; or, (3) such person's term is terminated for any reason including resignation, death, and inability or incapacity to serve as Trustee.

A Trustee may resign at any time by giving written notice to the Corporation at least fifteen (15) days prior to such resignation.

A Trustee may be discharged with or without cause at any time without notice by a majority of the Trustees.

If any person is unwilling or unable to serve as a Trustee then such person may appoint another person to serve in their place. Such appointment shall be subject to the approval of the then existing Trustees who are entitled to vote. If any person, being unwilling or unable to serve does not appoint an other person to serve, or the Trustees do not consent to an appointment of an individual; then a majority of the then Trustees by their affirmative vote may elect a person to serve in place of the Trustee, however, such person shall serve for the remainder of the term of the person who they replace, but in any case not more than two (2) years without again being subject to re-election.

**ARTICLE V
SHARE STRUCTURE**

Number and Type

- 5.1 The corporation shall not have and is not authorized to have outstanding any shares of Capital Stock.

**ARTICLE VI
STATED CAPITAL**

- 6.1 The amount of capital with which the Corporation shall begin business is One Hundred Dollars (\$100.00).

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THE NEWBURGH COMMUNITY SCHOOL FOUNDATION
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**ARTICLE VII
AMENDMENT TO ARTICLES**

- 7.1 The Corporation by a majority vote of the Trustees eligible to vote reserves the right at any time, and from time to time, to amend these Articles of Incorporation in the manner now or in the future permitted by statute. any change authorized by the Trustees having a majority of the voting power of the Corporation (or a greater number as may then be required by statute) shall be binding and conclusive on every Trustee of the Corporation as fully as if each Trustee had voted for the change.

**ARTICLE VIII
INTERESTED TRUSTEES AND OFFICERS**

- 8.1 A Trustee or Officer of the Corporation shall not be disqualified by office from dealing or contracting with the Corporation as a vendor, purchaser, employee, agent or otherwise. No act of the corporation shall be void or voidable or in any way affected by reason of the fact that any Trustee or Officer of the Corporation is also a member of a firm, an officer, a director, a shareholder, or a trustee of a corporation, or a trustee or beneficiary of a trust, or otherwise connected with any other enterprise, in any way interested in the act. No Trustee or Officer shall be accountable or responsible to the Corporation for or in respect to any act of the Corporation or for any gains or profits directly or indirectly realized by reason of the fact that the Trustee or Officer or any firm of which he or she is a member, or any corporation of which he or she is an officer, shareholder, director, or trustee, or any trust of which he or she is connected, is interested in the act. The fact that the Trustee or Officer, or that the firm, corporation, trust or other entity is interested shall be disclosed or shall have been known to the Board of Trustees or the members of the Board present at any meeting of the Board of Trustees at which action on the transaction is taken. Any interested Trustee may be counted in determining the existence of a quorum at any meeting of the Board of Trustees that authorizes or takes actions in respect to any transaction; and any interested Trustee may vote to authorize, ratify, or approve the transaction. Any Officer of the Corporation may

ARTICLES OF INCORPORATION
THE NEWBURGH COMMUNITY SCHOOL FOUNDATION
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take any action within the scope of his or her authority, respecting any act, with like force and effect as if he or she, or any other entity with which he or she is connected, were not interested in the act. Without limiting or qualifying the foregoing, if any judicial or other inquiry, suit, cause, or proceeding, the question of whether a Trustee or Officer of the Corporation has acted in good faith is material, and notwithstanding any statute or rule of law or of equity to the contrary (if there are any) his or her good faith be presumed in the absence of clear and convincing evidence and proof to the contrary.

**ARTICLE IX
INDEMNIFICATION**

Right to Indemnification

9.1 The Corporation shall indemnify each of its Officers, Trustees, and employees, whether or not then in office, and his or her heirs and legal representatives, against all expenses, judgments, decrees, fines, penalties, or other amounts paid in satisfaction, in settlement of, or in connection with the proceeding, civil or criminal, to which he or she is or may be made a party by reason of having been a Trustee, Officer or employee of the Corporation. Without limitation, the term "expenses" shall include all counsel fees, expert witness fees, court costs, and any other costs of a similar nature. The Corporation shall net, however, indemnify any Officer, Trustee or employee until a majority of the Board of Trustees has determined by a majority vote at a meeting, or by a written instrument signed by a majority of all of the Trustees, that the Office Trustee or employee:

- (a) Was not grossly negligent in his or her duty to the Corporation or guilty of intentional misconduct in the performance of duties to the Corporation;
- (b) Acted in good faith in what he or she reasonably believed to be in the best interests of the Corporation; and,
- (c) In any matter subject to criminal action, suit or proceeding, had no reasonable cause to believe that the conduct was unlawful.

In making this determination, all of the Trustees, including any Trustee who is a party to or threatened with the action, suit or proceeding shall be entitled to vote at meeting or sign the written instrument and by those means be counted for

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THE NEWBURGH COMMUNITY SCHOOL FOUNDATION
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all purposes in determining a majority of the Board of Trustees.

- 9.2 Any Officer, Trustee, or employee who is entitled to indemnification from the Corporation may make a written demand on the Board of Trustees by serving the written demand on the President or the Secretary, (unless the President and the Secretary are both making the demand, in which case service may be made on any other Officer of the Corporation). If the Board of Trustees does not, within fifteen (15) days after service of the written demand, determine that the Officer, Trustee or employee is entitled to indemnification, the Officer, Trustee, or employee may, within sixty (60) days following the date of service of the demand, apply to a court of general jurisdiction in the county where the Corporation maintains its principal office, to consider the matters referred to in Subparagraphs (a), (b), and (c) of Paragraph 9.1. If the court determines that the conduct of the Officer, Trustee or employee was such as to meet the requirements in the subparagraphs, the court shall order the corporation to indemnify the Officer, Trustee or employee to the same extent as if the Board of Trustees had originally made the determination.

**ARTICLE X
MEMBERSHIP**

- 10.01 The Corporation shall not have Members but the Trustees shall serve as Members.

**ARTICLE XI
OFFICERS**

- 11.01 The Trustees of the corporation shall elect persons to serve in the capacity of President, Vice President, Secretary and Treasurer. The duties of Officers shall be set forth in the By-Laws of the Corporation. The Officers shall serve at the pleasure of the Board of Trustees for terms not to exceed one (1) year.

**ARTICLE XII
FISCAL YEAR**

- 12.01 The corporation's Fiscal Year shall commence in July 1 and end on June 30, except for the first fiscal year which shall

ARTICLES OF INCORPORATION
THE NEWBURGH COMMUNITY SCHOOL FOUNDATION
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commence as of the date of incorporation and end on June 30, 2000.

**ARTICLE XIII
DISSOLUTION OF THE CORPORATION**

13.01

- (a) The dissolution of the Corporation shall require a two-thirds (2/3) vote of the then serving Trustees of the Corporation.
- (b) In the event that the Corporation is dissolved, all of the Corporation's assets shall be marshaled and shall be contributed to an organization which is tax-exempt and has as its principal purpose, the creation and organization of community schools within the Akron area and if no such organization exists, then to an organization who's principal purpose is education of children grades K through 6.

**ARTICLE XIV
LIMITATION ON USE OF CORPORATE ASSETS.**

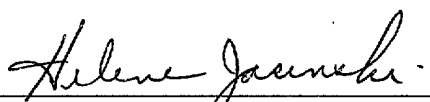
- 14.01 No person, Trustee, Officer, employee or Member shall use any asset of the Corporation for their personal use and no person, Trustee, Officer, employee or Member shall be entitled to any moneys or properties as a result of their Membership or position in the corporation. Notwithstanding the foregoing sentence and subject to the limitations of Article VIII, persons who are Members, Officers, or Trustees of the Corporation may conduct business with the Corporation if such business is in the best interest of the Corporation and in furtherance of the Corporation's principal purpose.

**ARTICLE XV
COMPENSATION OF OFFICERS AND TRUSTEES**


- 15.01 Any person serving as an Officer or Trustee shall be entitled to any compensation therefore, provided however, the reasonable and necessary expenditures of any person in furtherance of the business of the Corporation may be reimbursable by the Corporation upon the approval of the President and the Treasurer.

ARTICLES OF INCORPORATION
THE NEWBURGH COMMUNITY SCHOOL FOUNDATION
NON-PROFIT CORPORATION
PAGE 8 OF 10


IN WITNESS WHEREOF, the undersigned Incorporators have signed these Articles of Incorporation this 27 th day of October, 1999.



Helene Jasinski, Incorporator



Allen D. Sowa, Incorporator



George L. Hoff, Incorporator

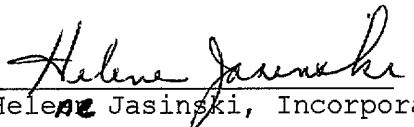
ARTICLES OF INCORPORATION
THE NEWBURGH COMMUNITY SCHOOL FOUNDATION
NON-PROFIT CORPORATION
PAGE 9 OF 10

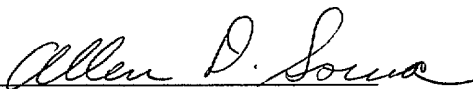
ORIGINAL APPOINTMENT OF AGENT
FOR
THE NEWBURGH HEIGHTS COMMUNITY SCHOOL FOUNDATION, INC.
A NON-PROFIT CORPORATION OF THE STATE OF OHIO

The undersigned, being the Incorporators of the above-named Corporation, hereby appoint George L. Hoff, to be Statutory Agent, upon whom any process, notice or demand required or permitted by statute to be served upon this Corporation may be served.

The full address of the Agent is 529 Stratford Avenue; Akron, Ohio 44303, County of Summit.

THE NEWBURGH HEIGHTS COMMUNITY SCHOOL FOUNDATION, INC.


Helene Jasinski, Incorporator

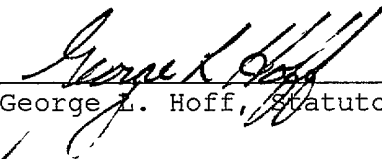

Allen D. Sowa, Incorporator


George L. Hoff, Incorporator

ARTICLES OF INCORPORATION
THE NEWBURGH COMMUNITY SCHOOL FOUNDATION
NON-PROFIT CORPORATION
PAGE 10 OF 10

County of Summit, Ohio October 27, 1999

The undersigned hereby accepts the foregoing appointment as Agent of the Corporation upon whom process, tax notices or demand may be served.



George L. Hoff, Statutory Agent

George L. Hoff

Attorney at Law

529 Stratford Avenue
Akron, Ohio 44303
Tel: 330/376-4963
Fax: 330/865-0443
Email: hoffgeorge@aol.com

October 27, 1999

Secretary of State Kenneth Blackwell
30 E Broad St
Columbus, Ohio 43266-0418

Atten: Corporations Section

Re: Newburgh Heights Community School Foundation - Non-profit Corporation
filing.

Gentlemen,

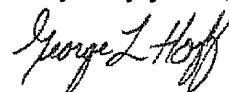
Please find enclosed the Articles of Incorporation for a non-profit corporation to
be known as the Newburgh Heights Community School Foundation.

Also please find enclosed a Money Order in the amount of \$25.00 made payable
to Ohio Secretary of State to cover the associated filing fees.

Please file this non-profit corporation accordingly.

Should you have any questions or require any additional information, please
contact the undersigned at this office.

Very truly yours,



George L. Hoff


GLH/msd
Enclosure.

	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	12/14/1999	199934301064	ARN DOMESTIC ARTICLES/NON-PROFIT	25.00	0.00	0.00	0.00	0.00
TOTAL				25.00	0.00	0.00	0.00	0.00

Return To:
GEORGE L. HOFF
529 STRATFORD AVE
AKRON, OH 44303-0000

-----cut along the dotted line-----



The State of Ohio
 *Certificate* 

Secretary of State - J. Kenneth Blackwell

1121336

It is hereby certified that the Secretary of State of Ohio has custody of the business records for THE NEWBURGH HEIGHTS COMMUNITY SCHOOL FOUNDATION, INC. and that said business records show the filing and recording of:

Document(s)
 DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
 199934301064

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

Witness my hand and the seal of the Secretary
 of State at Columbus, Ohio, This 29th day of
 October, A.D. 1999



J. Kenneth Blackwell
 J. Kenneth Blackwell
 Secretary of State

**AMENDED AND RESTATED
CODE OF REGULATIONS
OF
WASHINGTON PARK COMMUNITY SCHOOL**

**ARTICLE I
PURPOSE**

Section 1. Purpose. The WASHINGTON PARK COMMUNITY SCHOOL (the "Corporation") is organized exclusively for 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 to operate as a community school in the State of Ohio.

**ARTICLE II
Members**

Section 1. Membership. The Corporation shall not have Members. The Directors of the Corporation, in conformance with the procedures established for the Board of Directors and to the extent required by law, shall have the authority that is granted to and carry out the duties that are imposed upon the Members of a nonprofit corporation under Ohio law.

**ARTICLE III
Directors**

Section 1. Number. The number of Directors of the Corporation shall be at least five (5) and no more than seven (7), or such greater number as may be subsequently determined by the Directors, but in no case less than five (5), unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

Section 2. 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.

Section 3. Qualifications and Role of Directors. So long as the Corporation operates a public school, the Directors, in their capacity as Directors, shall be the Governing Board of a public Ohio community school. 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 4. Election of Directors. At the annual meeting of Directors that is held on or before the date that such term expires, the Board of Directors shall elect a successor to any Director whose term is set to expire. The remaining Directors shall fill any vacancy in the Board of Directors created by the resignation, removal or death of a Director at a regular or special meeting of the Board of Directors. The remaining Directors shall have the authority to fill any such vacancy despite the fact that the remaining Directors do not constitute a quorum. Candidates for Director shall be nominated by the Board of Directors or a committee thereof consisting of at least three (3) Directors; provided, however, the remaining Directors shall have the authority to nominate a candidate for Director in the event there are less than three Directors currently serving on the Board of Directors.

Section 5. Meetings. The annual meeting of the Directors shall be held in June of each year on such date, at such time, and at such place as a majority of the Directors may determine. In the event the Board of Directors is unable to hold its annual meeting in June, it shall hold such annual meeting on a date and at a time and place determined by a majority of the Directors. Special meetings may be called at any time by the President or by any

one (1) of the Directors. Provided however, once the Corporation becomes a public 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.

Section 6. Quorum and Voting. The presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. Except as otherwise provided by law, the Corporation's Articles of Incorporation, or this Code of Regulations, a vote of a simple majority of the Directors 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. However, a vote of at least seventy-five percent (75%) of the seated Directors shall be required in the case of the initiation or termination of any contract. In addition to those Directors who are actually present at a meeting, 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 which all persons participating in the meeting can simultaneously communicate with each other. Provided however, once the Corporation becomes a public school, the Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote.

Section 7. Notice and Waiver. Any notice required to be given by this Code shall be in writing and shall be delivered personally or sent by telegram, teletype, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice made by personal delivery, telegram, teletype 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 deposited in the mail or with the courier service. Unless waived in writing, notice of each annual meeting communicating the day, hour, and place 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. Unless waived in writing, notice of each 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. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice for that meeting. Nothing in this Section 7 shall alter, however, the duty of the Corporation to provide notice to the public of meetings, once the Corporation becomes a public school.

Section 8. 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 all 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, once the Corporation becomes a public school, all actions must be taken at open and public meetings and action by written consent shall not be allowed.

Section 9. Committees of Directors. The Board of Directors may create committees as the Directors may determine, the members of which committee or committees shall consist of not less than one (1) Director each. 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 only be a recommendation to the Board of Directors with respect to such matter. Notwithstanding anything to the contrary in this Section 9 however, so long as the Corporation operates a public school, no committee shall be composed of a majority of the Board of Directors.

Section 10. 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 pertinent groups.

Section 11. Removal of Directors. Any Director may be removed, with or without cause, at any time by the majority vote of the Board of Directors.

Section 12. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective on the date of its receipt by the Board of Directors, unless otherwise specifically stated in the written resignation, and the receipt of the resignation shall require no further action to be effective. Vacancies in the Board of Directors shall be filled in accordance with Section 4 of this Article II.

Section 13. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law, and when a public school, also in accordance with the Corporation's Charter Contract. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles of Incorporation and the Code of 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 14. 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, by a majority vote of the entire Board. Honorary Directors are not voting members of the Board and are permitted but not required to attend meetings. The Board of Directors may remove an Honorary Director at any time, with or without cause, by a majority vote of the entire Board.

ARTICLE IV 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. With the exception of the office of President, an individual may simultaneously hold two offices. 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. The President and Vice President of the Corporation must also be Directors of the Corporation, however the Secretary and Treasurer do not have to be members of the Board of 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 shall become effective immediately upon its delivery to the Board. An officer of the Corporation may be suspended or 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 employment or other contractual 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 administration of the Corporation in all its activities 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 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. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Secretary's responsibilities or parts thereof, may be contracted for by the Directors.

Section 7. Treasurer. The Treasurer shall act as the fiscal officer of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation, and shall perform other duties as may be required by the Board of Directors or the President. 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, maintaining records thereof. The Treasurer shall maintain appropriate books of account and supporting records and shall prepare and file all returns and related reports required by federal and state statutes and regulations and by the Board of Directors. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Treasurer's responsibilities or parts thereof, may be contracted for by the 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 V INDEMNIFICATION

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 terminates, for those acts or omissions concerning the Corporation, in accordance with and to the full extent permitted by the Nonprofit Corporation Law (Ohio Revised Code Chapter 1702) 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 of indemnification to which any Director, officer, employee, agent or other person may be entitled, in any capacity, as a matter of law or under any regulation, 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 amended from time to time thereafter.

ARTICLE VI CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Ohio law, 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. This provision is subject to the ethics and conflicts laws pertaining to public officers so long as the Corporation operates a public school.

ARTICLE VII BOOK AND RECORDS

The Corporation shall keep correct and complete books, records and minutes of the Board of Directors' meetings, and, 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 VIII AMENDMENTS

The Articles of Incorporation and Code of Regulations shall be adopted and/or amended by a majority vote of the entire Board of Directors.

their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

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

Karil Holman 5-23-19
Signature and Title of Board member/Director 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 Law restrictions found in ORC Chapter 102 and ORC. 2921.42, 2921.43, and 2921.43. See above Policy for summaries of these restrictions.

Cristy Madkins - Assistant Principal 5-23-19

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

DEPARTMENT OF THE TREASURY

Date: **MAR 21 2002**

THE NEWBURGH HEIGHTS COMMUNITY
SCHOOL FOUNDATION INC
C/O GEORGE L HOFF, ATTY
529 STRATFORD AVE
AKRON, OH 44303

Employer Identification Number:
34-1906743
DLN:
17053311030041
Contact Person:
JON M WADDELL ID# 31375
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
Yes

COPY

Dear Applicant:

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

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

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

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

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

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

Letter 947 (DO/CG)

THE NEWBURGH HEIGHTS COMMUNITY

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

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

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

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

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

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

THE NEWBURGH HEIGHTS COMMUNITY

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

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

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

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

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

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

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

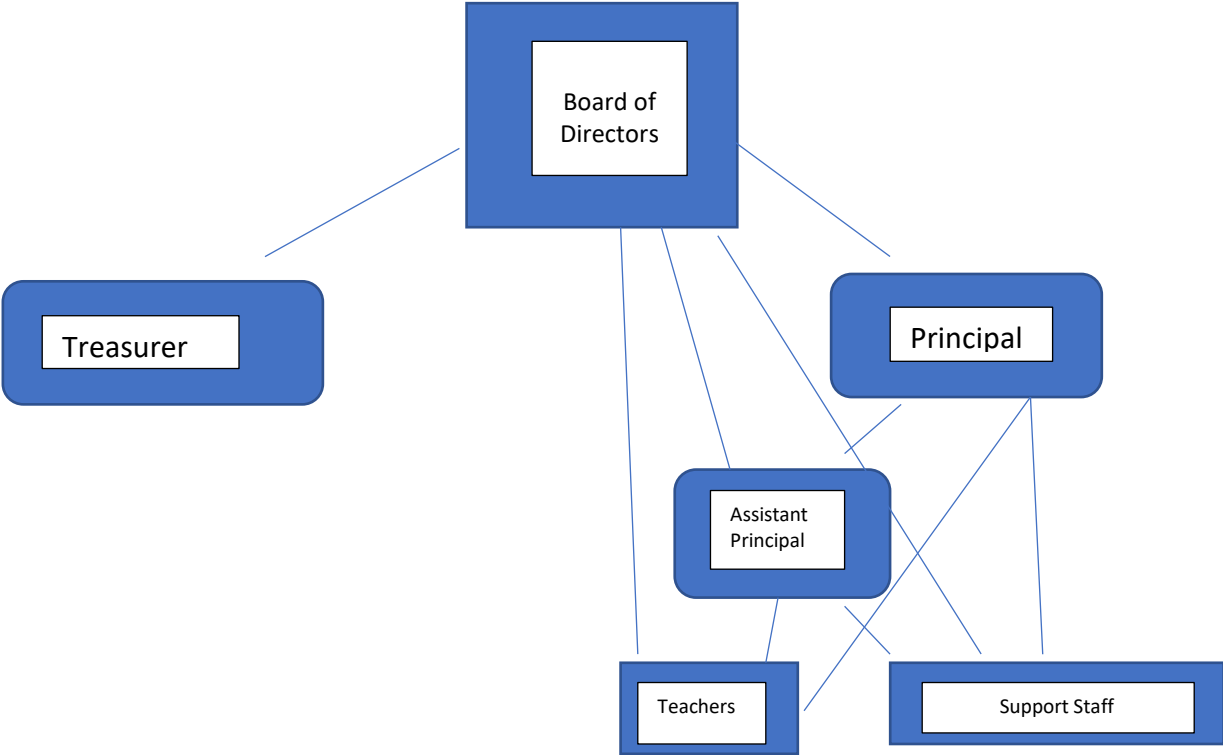
Addendum

THE NEWBURGH HEIGHTS COMMUNITY

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

Federal EIN. 34-1906743

Line and Staff



The mission of Washington Park Community School is to produce scholars who are good citizens in school, in the community and the neighborhood in which they live and the world that they share. Washington Park Community School will be a virtue-centered and child-centered school committed to academic excellence, emphasizing attention to being and becoming just, wise, courageous, persevering, responsible, generous and caring citizens. Emphasis will also be placed on the importance of public participation through civic action and community service. These are the values and goals that this community school will instill in the young minds of tomorrow's leaders.

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.

Washington Park Board of Directors

President

Margaret MacLearie

mmaclearie@roadrunner.com

Vice President

Charlene Hopkins-Bey

Charbey_906@live.com

Roberta Dloniak

Dloniak3@sbcglobal.net

Pam Lemke

Pamelalemke1214@gmail.com

Dawn Schipling

dschipling@cuyahogacounty.us

ATTACHMENT 3.2 MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

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

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

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

Attachment 3.2

Washington Park Community School does not have a contract with a management company.

Date: May 20, 2019

ATTACHMENT 3.4 SUSPENSION AND CLOSING PROCEDURES

School Name: _____

Authorizer Name: Educational Service Center of Lake Erie West

Suspension or Closing: _____

Community School: School Suspension and/or School Closing Procedures
Effective Date: July 1, 2010
Updated: April 2018
Certification
The authorizer and school governing authority representative identified below certify that all steps listed above were completed, unless otherwise noted.
Community School Name:
Community School IRN:
Governing Authority Representative Name:
Governing Authority Representative Signature:
Date of GA Representative Signature:
Name of Sponsor:
Sponsor IRN:
Sponsor Representative Name:
Sponsor Representative Signature:
Date of Sponsor Signature:
The School's governing authority and the sponsor execute the Suspension or Closing Assurance Form and maintain it with copies sent to the Office of Community Schools.
Please note: The Certification/signature tab must either include electronic signatures or printed for original signatures. If printed for original signatures, the certification page must be uploaded to Epicenter along with this completed spreadsheet.

Topic	Subtopic	Do	Action	Required Action for Suspension/ Closure	Responsible Party (provide name of responsible party)	Implementation Date (enter date of action)	Qrtly Progress Date	Qrtly Progress Date	Qrtly Progress Date	Qrtly Progress Date	Completion Date	Notes
Initial Notifications	Notification to Ohio Department of Education	Notify the Office of Community Schools that the school is being suspended or closing, nonrenewed under 3314.07(B) or for other cause or the school has taken action to initiate closure within required timelines.	<p>In the case of a sponsor suspending or terminating a school's operation during the school year, the sponsor shall notify the Office of Community Schools that the school is suspended or closing within 24 hours of the action. The sponsor shall submit the community school's board resolution or official sponsor notice, including the date of closing, to the Office of Community Schools via Epicenter.</p> <p>If a sponsor provides notice of nonrenewal to a community school under ORC 3314.07(B), the sponsor shall notify the Office of Community Schools of the action taken within 10 days via Epicenter.</p> <p>If the sponsor provides a notice of nonrenewal to a community school for reasons other than those reasons specified in ORC 3314.07(B), or the school takes action to close, nonrenew or terminate the sponsorship agreement, the sponsor shall notify the Office of Community</p>	Suspension, Closure, Nonrenewal	Sponsor	In the case of mid-year closure or suspension, notify within 24 hours. In the case of nonrenewal under ORC 3314.07(B), notify within 10 days. In all other cases of closure, notify within 10 days of action taken.						
	Student Enrollment/FTE review	Notify the area coordinator's office to schedule the student enrollment/FTE review.	<p>In the case of mid-year suspension or closure, the community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must notify the area coordinator's office to schedule the student enrollment/FTE review. NOTE: If the area coordinator's schedule permits, the FTE review should be completed within seven business days of the area coordinator's notification of the school's closing by the Department. The treasurer/fiscal officer and applicable school staff should familiarize themselves with the current FTE manual.</p> <p>In the case of nonrenewal under RC 3314.07(B), the Office of Community Schools will notify the area coordinator.</p> <p>In the case of closure, nonrenewal or termination for reasons other than those included in 3314.07(B), the sponsor shall request notice of intent</p>	Suspension, Closure, Nonrenewal	School fiscal officer, governing authority or sponsor in absence of governing authority.	In the case of mid-year closure or suspension, notify within seven days.						

Timeline of suspension/closure process	Timeline of process	An estimated timeline of the suspension/closure process that includes all information contained in the suspension/closure procedures.	Provide the Office of Community Schools with a clear and detailed written timeline of the actions and tasks that will take place to ensure the transition of students, staff and the closing of the school's business. The timeline should include deadlines and estimated dates of completion.	Suspension, Closure, Nonrenewal	Governing authority or sponsor in absence of governing authority.	In the case of mid-year suspension or closure, submit notice to the governing authority within 10 days of the suspension or closure. In the case of closure at the end of the school year, an estimated timeline of closure activities shall be submitted to the Office of Community							
Notification to Parents	Notification to parents of community school suspension/closure	The community school governing authority must notify parents of the suspension/closure of the school. Notices, information for requesting or obtaining student records, student report cards, contacts for staff assistance and general questions should be available on the school website.	In the case of mid-year closure or suspension, the community school governing authority, or the sponsor in the absence of the governing authority, must notify parents that the school is suspending/closing through a formal letter from the school governing authority and the sponsor superintendent or CEO within 24 hours of the action. The letter must include, but is not limited to: the reason for the suspension/closing of the school, options for enrolling in other community schools, traditional schools or nonpublic schools and contact information. (a) Create and send joint notification to parents regarding school closure status and provide information regarding upcoming information sessions on school choice options to include local, private and non-chartered/non-taxed schools; (b) Advise families also to consider applying to current school in the event the school appeals and wins the right	Suspension, Closure and Nonrenewal	Governing authority or sponsor in absence of governing authority.	Notification to parents within 24 hours of action in the case of mid-year closure or suspension. Joint notification regarding transition meetings should take place within three days. In the case of nonrenewal under ORC 3314.07(B), schools shall notify parents and staff no later than March 1 and are recommended to proceed with items a-d. Notification to parents in all other cases shall							
	Location of records	Provide each parent with the location that the child's records are being delivered to.	The community school governing authority/school administration, or the sponsor in the absence of the governing authority, provides each parent with the location (resident district) that children's records are being delivered. The notification must include a date by which the district should receive the records. This should be provided in the notification of closure and in the parent meeting. Parents also shall receive contact information for the school's sponsor. Provide notice to parents about delivery records no later than seven days of mid-year suspension or	Suspension, Closure, Nonrenewal	School governing authority, administration and/or sponsor.								

Teachers and Staff	Teacher and staff notification	Notify the teachers and staff that the school is suspended/closing.	In the case of a mid-year suspension or closure, the community school governing authority, school administration or sponsor, in the absence of the governing authority, must notify teachers and staff within 24 hours of action that the community school is suspended or the school is closing. The initial notice shall at least include reasons for suspension/closure, status of appeals or legal action, if applicable. No later than seven days after the initial notice, the governing authority, or sponsor in the absence of the governing authority, shall provide the following written information to staff members: plans to assist students in finding new schools, identify date of last salary check issued, if applicable, how to file for unemployment benefits, when employees' benefits terminate, last day of work, description of any assistance the school will provide to faculty and staff to find new positions, and information on where the closure plan, procedures	Suspension, Closure, Nonrenewal	Community school governing authority, school administration or sponsor in the absence of the treasurer.								
	STRS and SERS	Ensure that STRS and SERS contributions are current.	The community school governing authority's treasurer or fiscal officer shall notify all applicable state pension systems SERS and STRS of suspension or closure and request a final reconciliation. For mid-year closure/suspension within five days of the suspension/closure notice. For	Suspension, Closure, Nonrenewal	School governing authority, administration/treasurer or sponsor in absence of governing authority.								
	COBRA benefits and Medical benefits	Clarify COBRA benefits and when medical benefits end.	In the case of a mid-year suspension or closure, the community school governing authority's treasurer/fiscal officer, in consultation with the sponsor, shall determine when COBRA benefits begin and when medical benefits end. All staff and faculty, regardless of whether or not they are employed by an operator, shall be provided a point of contact to assist employees through the transition. School employees shall be notified when benefits will end, when COBRA benefits begin and contact for assistance no later than eight days after action is taken to initiate mid-year suspension or closure. In the case of nonrenewal under 3314.07(B),	Suspension, Closure, Nonrenewal	Treasurer/fiscal officer or sponsor in the absence of the treasurer.								
	Continued instruction	Notify staff of the obligation to continue instruction through the date of closure.	The community school governing authority, or the sponsor in the absence of the governing authority, must remind faculty members of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed up to the day of closing within 24 hours of the suspension/closure notice provided to the governing authority. The school administration/governing authority must notify teachers	Suspension, Closure, Nonrenewal	School governing authority, administration/treasurer or sponsor in absence of governing authority.								

	Local Professional Development Committee (LPDC)	Ensure each faculty member's LPDC information is current and available to the teacher.	The community school governing authority/school administration, or the sponsor in the absence of the governing authority, must ensure the LPDC information for each teacher is current and available for each instructor. Provide staff information regarding how to access LPDC records. Notice within five days in the case mid-year suspension/closure; In the case of nonrenewal under 3314.07(B), notification shall take place no later than April 1 or other action	Suspension, Closure, Nonrenewal	School governing authority, administration/tr easurer or sponsor in absence of governing authority.								
	Sponsor contact information	Provide sponsor contact information to all staff.	The community school governing authority, or the sponsor in the absence of the governing authority, must provide all staff with the sponsor's contact information. Notice within five days in the case mid-year suspension/closure; In the case of nonrenewal under 3314.07(B), notification shall take place no later than April 1 or other action	Suspension, Closure, Nonrenewal	School governing authority, administration/tr easurer or sponsor in absence of governing authority.								
	Resident Educator	Ensure all Resident Educator program documentation is current and available to affected teachers.	The community school governing authority/school administration, or the sponsor in the absence of the governing authority, must ensure all Resident Educator program records are current and copies are provided to all affected educators. Notice within five days in the case mid-year suspension/closure; In the case of nonrenewal under 3314.07(B), notification shall take place no later than April 1 or other action	Suspension, Closure, Nonrenewal	School governing authority, administration/tr easurer or sponsor in absence of governing authority.								
Student Records Student records include but are not limited to: documents normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; two (2) SOES reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.	Organize student records	Review organization of student records and transcripts to ensure records will be ready for delivery. Sponsors are advised to periodically review the condition and status of student records to ensure the school's ability to deliver records, as required by statute.	The community school governing authority, or the sponsor in the absence of the governing authority, is responsible to ensure student records are in order and transcript materials can be provided immediately. The expectation is that records would be organized by grade level and district of residence, with the student's name and SSID clearly displayed. Prepare to deliver all student records to students' districts of residence within seven days of suspension or closure. Schools shall maintain copies of records	Suspension, Closure, Nonrenewal	School governing authority, administration/tr easurer or sponsor in absence of governing authority.								
	Graduation records	If the school has graduated students, compile a list of the names and dates of all graduates and retain that list. Sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school is able to deliver records as required by statute.	The community school governing authority, or the sponsor in the absence of the governing authority, is responsible for compiling a list of names and dates of all graduates and retain the list to be distributed to sponsor and resident district. All records shall be delivered to students' last known districts of residence within seven days of suspension or closure.	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of governing authority.								

	Lists for resident districts and sponsor	Maintain and provide lists of student records and graduated students.	The community school governing authority must provide the resident district and the sponsor with all current lists of student records and graduates. A list of all students (name and SSID) with the student's resident district to which the records are to be delivered must be prepared and maintained for the resident district and sponsor. All records shall be delivered to students' last known	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of governing authority.								
	Student enrollment/FTE review	Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review. Sponsors are recommended to review FTE review requirements with their schools annually and periodically check the condition of records necessary to complete FTE reviews.	The community school governing authority must have all IEP, enrollment and attendance records available for area coordinators completing the student enrollment/FTE review. In the case of mid-year suspension or closure, records should be available for review no later than seven days following notice of suspension or closure. In the case of suspension or closure at the conclusion of the school year, schools	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of governing authority.								
	FTE review	Completion of student enrollment/FTE review	All documentation prepared and provided to area coordinators for final FTE review.	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in	If possible, within seven days of closure or suspension							
	Deliver student records	Deliver the original student records to each student's district of residence within seven business days of the school's closure (ORC Section 3314.44).	The community school governing authority, or the sponsor in the absence of the governing authority, must deliver the student records to each student's district of residence within seven business days of the school's closure (ORC Section 3314.44). Student records include both students enrolled for the current	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of governing authority.	Seven business days following suspension/closure							
	Verification of delivery (Part 1)	Upon delivery, provide a list of the records given to the district representative and obtain the name and signature of the individual receiving the records and the date.	The community school governing authority, or the sponsor in the absence of the governing authority, is responsible for delivering the student records to the district of resident and obtaining verification of delivery by the name and signature of the	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of governing	Upon delivery of records							
	Verification of delivery (Part 2)	Upon delivery, provide a list of the special education records given to the district's special education administrator and obtain the name and signature of the individual receiving the records and the date.	The community school governing authority, or the sponsor in the absence of the governing authority, is responsible for ensuring special education records are provided directly to the staff designated by each receiving school or school district and obtaining the names of any individuals receiving the records, their signatures and the date received. Records should be assembled and	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of governing authority.								
	Verification of delivery (Part 3)	Provide the sponsor with an updated list indicating the delivery information detailed in "Verification (Part 1)."	The community school governing authority must provide the sponsor with updated lists of student records and a delivery verification receipt to include the names of the individuals receiving the records, the signatures	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of								
Financial records review and notifications	Financial record review	Review the financial records of the community school.	The community school governing authority and treasurer/fiscal officer, or sponsor in the absence of the	Suspension and Closure	Administration/tr easurer or sponsor in								

		Notice to debtors	Notify debtors. a) Compile a listing of all debtors. That list may include, but not be limited to, the categories listed above under Creditors; b) Contact all debtors and request payment; c) If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency; and d) All records regarding such collection or disputes by debtors regarding	Suspension and Closure	Administration/tr easurer or sponsor in absence of governing authority.									
		Terminate operator agreements	Terminate EMO/CMO Agreement. Review the management agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires. Actions include: a) The management company should be asked for a final invoice and accounting, including an accounting of any retained school funds and the status of grant funds; b) The school and the management company should agree upon how the company will continue to provide educational services until the last day of		Administration/tr easurer or sponsor in absence of governing authority.									
		Notice to private funders	Notify all funding sources, charitable contributors, grants, etc.		Administration/tr easurer or sponsor in									
Disposition of assets for either state or federal funds: If the governing authority does not retain a treasurer to oversee the remaining financial activity, the sponsor must be prepared to act as or appoint a receiver to oversee the closing of the financial records in the absence of a fiscal officer. The sponsor must ensure a treasurer is contracted to be available to facilitate this process. Keep assets separated by source of funding, state or federal, for purposes of disposition. Federal dollars cannot be used to pay	Asset lists	Establish asset lists.	The community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority must establish check off list of assets including all inventory with proper USAS codes, state codes, and the price of each item and identify the source of funds; in the case of donated items follow the accounting guidance. NOTE: ORC 3314.0210 states when an operator or management company purchases furniture, computers, software, equipment or other personal property for use in the operation of a	Suspension and Closure	Administration/tr easurer or sponsor in absence of governing authority.									

	Prepare documentation for disposition of fixed assets	Prepare documentation for disposition of the school's fixed assets.	The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must prepare accurate documentation for disposition of the school's fixed assets	Closure Only	Administration/treasurer or sponsor in absence of governing authority.								
	Federal fund purchases that are valued at or above \$5,000	For all federal program purchases that have a value of \$5,000 or greater, complete all required actions.	The following are the responsibility of the community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority. Notify the Auditor of State of the school's closing/suspension and schedule a final audit. Review the financial records of the school. Establish lists of assets, including all inventory with proper USAS codes, state codes and the prices of each item and identify the source of funds; in the case of donated items, follow the accounting guidance. Establish the fair market (initial and amortized) value following generally accepted business rules and in a transparent manner. The Uniform Commercial Code offers guidelines for liquidating assets in a commercially reasonable manner for all state-purchased assets and federally purchased assets that have a value of less than \$5,000 (ORC 1309.627). Note: Essentially, the price should be at the current price in any recognized	Closure Only	Administration/treasurer or sponsor in absence of governing authority.	Within seven days following notice of suspension/closure							
Disposition of assets purchased with federal funds If the governing authority does not retain a treasurer to oversee the remaining financial activity, the sponsor must be prepared to act as or appoint a receiver to oversee the closing of the financial records in the absence of a fiscal officer. The sponsor must ensure a treasurer is contracted to be available to facilitate this process. Keep assets separated by source of funding, state or federal, for purposes of disposition. Federal dollars cannot be used to pay state liabilities. Account for all school property throughout the closing process by distinguishing state from federal dollars. For federal Title and other consolidated and competitive funds, follow the disposition rules under Uniform	Public Charter School Program, if applicable	Disposition of assets purchased using Public Charter School Program grant funding.	The following are the responsibility of the community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority. Public Charter School Program assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the Public Charter School Program. If there are no takers, then an auction sale must be held to dispose of the assets along with the state-funded assets. After the above steps have been taken, any remaining assets may be offered to any public school district with documented board resolutions by the community school and the accepting district. Provide the Office of Community	Closure Only	Administration/treasurer or sponsor in absence of governing authority.								

	5. Ohio Department of Education	5. Any remaining funds shall be paid to the Department of Education for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under ORC section 3313.64 or 3313.65. The amount distributed to each school district shall be proportional to the district's share of the total enrollment in the community school.	Exception: Teachers, administrators and other staff working for a conversion community school through a contract with the sponsoring district should be treated as employees under ORC Section 3314.074		Administration/tr easurer or sponsor in absence of governing authority.								
Preparation of Itemized Financials The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare itemized financials listed in this section.	Year-end financial statements	Year-end financial statements, notes to the financial statements and, if applicable, schedule of federal awards.	The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare the itemized financials (subject to revision based on Auditor of State's final audit) to include: year-end financial statements, notes to the	Suspension and Closure	Administration/tr easurer or sponsor in absence of governing authority.	Within 30 days following close of school							
	Cash analysis	A cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date.	A cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date		Administration/tr easurer or sponsor in absence of governing authority.								
	List of investments	List of investments in paper (hard copy) format.	List of investments in paper (hard copy) format.		Administration/tr easurer or sponsor in								
	List of payables	List of all payables and indicate when a check to pay the liability clears the bank. (Be sure to check list of creditors above.)	List of all payables and indicate when a check to pay the liability clears the bank		Administration/tr easurer or sponsor in absence of governing								
	List of unused checks	List of all unused checks (collect and void all unused checks).	List of all unused checks (collect and void all unused checks).		Administration/tr easurer or sponsor in								
	List of petty cash	List of any petty cash.	List of any petty cash.		Administration/tr easurer or sponsor in								
	List of bank accounts	List of bank accounts, closing the accounts once all transactions are cleared.	List of bank accounts, closing the accounts once all transactions are cleared.		Administration/tr easurer or sponsor in								
	List of payroll reports	List of all payroll reports including taxes, retirement or adjustments on employee contract.	List of all payroll reports including taxes, retirement or adjustments on employee contract.		Administration/tr easurer or sponsor in absence of								
	List of accounts receivable	List of all accounts receivable.	Lists of all accounts receivable.		Administration/tr easurer or sponsor in								
	List of assets	List of assets and their disposition. (See asset section above.)	List of assets and their disposition.		Administration/tr easurer or sponsor in								
	Completion of student enrollment/FTE review	All documentation prepared and provided to area coordinators for final FTE review			Administration/tr easurer or sponsor in absence of								

Data Reporting The community school governing authority's designees (school administration, treasurer, fiscal officer, etc.) must complete all required data reporting regarding students, staff, financials, etc., into EMIS.	Reporting all required student, staff, financial, etc., data	Report all required data in EMIS.	The community school governing authority's designees (school administration, treasurer, fiscal officer, etc.) must report all necessary information regarding students, staff, financials, etc., in EMIS. Please check the EMIS Manual and reporting schedule for details.	Suspension and Closure	School administration, governing authority or sponsor in the absence of governing authority.								
Final Payments and Adjustments The sponsor shall continually monitor the condition of the closed school and be prepared to receive or transmit funds on behalf of the school as directed by an appropriate agency. Receipt of funds can happen more than a year after a school's closure, and the sponsor is obliged to serve as the recipient of such funds and adjustments. If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance with Section 3313.074 and	Adjustments credited to account	Receive any funds or adjustments credited to the account of the closed school.	The sponsor should continually monitor the condition of the school and be prepared to receive or transmit funds on behalf of the school, keeping in mind that funds can come in more than a year after a school's closure. The sponsor still is	Closure	Administration/tr easurer or sponsor in absence of governing authority.								
	Application of adjustments or credits to debt	Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; payables (any money owed to another).			Administration/tr easurer or sponsor in absence of governing authority.								
	Remaining funds	Send all or the remaining portion of funds to the Ohio Department of Education, Office of Budget and School Funding for final disposition.			Administration/tr easurer or sponsor in absence of governing authority.								
Quarterly reports Sponsors must provide quarterly reports on the progress made on all closing procedures and submit this progress report through Epicenter by April 1, June 1, Oct. 1, Jan. 1 until closure process is complete. Final submission of closure template shall be submitted to the Office of Community Schools no later than 14 days after closure process is completed.					Sponsor								
Dissolve the community school a) The governing authority adopts a resolution to dissolve that indicates to whom the school assets purchased with nonpublic funds will be distributed after all creditors have been paid; b) Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution. (C.R.S. 7-134-103); c) Consult with school's attorney for further details.					Governing Authority								

<p>Notify Secretary of State's Office After the resolution to dissolve is authorized, dissolve the corporation by delivering to the Secretary of State for filing articles of dissolution setting forth: a) The name of the nonprofit corporation; b) The address of the nonprofit corporation's principal office; c) The date dissolution was authorized; d) If dissolution was authorized by the directors, a statement to that effect; e) If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve; and f) Such additional information as the Secretary of State determines is necessary or appropriate.</p>					<p>Governing Authority</p>						
<p>Notify IRS</p>					<p>Governing</p>						

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.

114 Ethics and Conflicts Policy

A. Ethical Behavior

While serving as a member of the Board of the School, each Director shall agree to abide by the following:

1. obey the laws of Ohio and the United States, and respect and carry out all policies of the School;
2. respect the confidentiality of privileged information;
3. recognize that as an individual Board member, the member has no authority to speak or act for the Board;
4. work with other members to establish, review and revise effective policies;
5. delegate authority for the administration of the schools to the administrators and staff;
6. make every effort to attend all Board meetings;
7. become informed concerning the issues to be considered at each meeting and the issues of school choice and Ohio Community Schools in general;
8. express personal opinions, but, once the Board has acted, accept the will of the majority; and
9. act in an ethical manner consistent with the mission, goals and policies of the School.

B. Community School Law (ORC 3314.03(A)(1)(e))

1. The Board shall comply with Chapter 102 (Ethics for Public Officers) and Section 2921.42 of the Ohio Revised Code ("ORC").

C. Improper Influence or Use of Authority (ORC Chapter 102) (ORC 2921.42)

1. Section 102.03(D) and (E). A Board member is prohibited from using, or authorizing the use of, the authority or influence of his or her office or employment, or soliciting or accepting anything of value that is of such a character as to manifest a substantial and improper influence upon the Board member with respect to his or her duties.
 - a. "Anything of value" includes money and every other thing of value.
 - b. A thing of value has an improper character whenever it is secured from a party that is interested in matters before, or doing or seeking to do business with, the community school, its board or employees, or where the thing of value could

impair the Board member's objectivity and independence of judgment with respect to official actions and decisions for the community school.

- 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 because the relationships may impair the Board member's objectivity and independence of judgment.
 - d. Abstain. A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from any vote and refraining from discussions or deliberations of the community school board of directors concerning the conflicted matter. The Board shall follow the procedures set forth in part H of this policy when presented with a transaction to which ORC 102.03(D) or (E) applies.
2. Section 2921.42(A)(1). A Board member is also prohibited from authorizing or employing 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 may be either pecuniary or fiduciary in nature.
 - b. Abstain. A Board member may abstain from participation in any part of the decision-making process with respect to the contract in which the Board member, a family member, or a business associate has an interest. The Board shall follow the procedures set forth in Part H of this policy when presented with a transaction to which ORC 2921.42(A)(1) applies.
 3. 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.
 - 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. A Board member cannot use abstention to avoid a conflict arising under ORC 2921.42(A)(3). This use of the procedures set forth in part H of this policy will not avoid a conflict.
 4. Section 2921.42(A)(4). A Board member is prohibited from having an interest in the profits or benefits of a public contract entered into by or for the use of the community school.

- a. A prohibited interest in the profits or benefits of a public contract arises when the Board member would financially benefit from the contract, or if the Board member has an ownership or fiduciary interest in the entity that is entering into the contract with the community school, unless the exception in ORC 2921.42(C) applies.
- b. For the exception to apply, 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.
- c. A Board member cannot use abstention to avoid a conflict arising under R.C. 2921.42(A)(4). The use of the procedures in part H of this policy will not avoid a conflict.

D. Improper Compensation (ORC 2921.43)

A Board member is prohibited from soliciting or accepting either of the following: (a) any compensation, other than that allowed by Ohio law, to perform his or her official duties, to perform any other act or service in the Board member's public capacity, for the general performance of the duties of the Board member's public office or public employment, or as a supplement to the Board member's public compensation; or (b) additional or greater fees or costs than are allowed by law to perform the Board member's official duties.

E. Using Anything of Value to Gain an Advantage (ORC 2921.43)

A Board member, for his or her own personal or business use, and a person, for his or her own personal or business use or for the personal or business use of a Board member, is prohibited from soliciting or accepting anything of value in consideration of either of the following: (1) appointing or securing, maintaining, or renewing the appointment of any person to any public office, employment, or agency, or (2) preferring, or maintaining the status of, any public employee with respect to his or her compensation, duties, placement, location, promotion, or other material aspects of his or her employment. The Board also adopts the following regarding Ohio nonprofit corporations and a Director's interest in any contracts authorized by the Board.

F. Corporate Conflicts Law (ORC 1702.301)

Except as prohibited by ORC 102.03 or ORC 2921.42, any contract or other transaction between the Board and one or more of its directors, or between the School and any entity of which one or more of the School's Directors are interested, whether such director is a member of the Board of the School or not, shall be valid for all purposes, if the fact of such interest shall be disclosed or known to the Board, and the Board nevertheless, authorizes, approves or ratifies such contract or transaction by a vote of a majority of the

directors present. 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.

For purposes of part F of this policy, "interested in" is defined as meaning a monetary interest or monetary value, control, status, or a promise to do beneficial things for a director, his or her family or relatives, businesses or business associates.

G. **Excess Benefit Transactions.** Section 4958 of the Internal Revenue Code will impose an excise tax on a "disqualified person" who enters into an "excess benefit transaction" with the School. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services. The members of the School's management who approve such a transaction could also be subject to the tax.

1. "Disqualified person" includes:

- a. A person who was 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 such as those described in a, b, or c above, with a management company of the School, if any.

H. **Dereliction of Duty (ORC 2921.44)**

No Board member may cause to be incurred a deficiency, liability, or expenditure greater than the sum appropriated by the general assembly; nor may any Board member fail to perform any duty expressly imposed by law or do any act expressly forbidden by law with respect to service on the Board.

I. **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 ORC 2921.42(A)(3) & (4) discussed in parts C.3 and C.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 has, directly or indirectly, through business, investment, or family:
 - (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 C of these policies present a conflict of interest for purposes of these procedures. Consequently, the Board does not need to determine whether a conflict exists for any situation described in part C. If the situation is not described in part C, 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 governing 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 any 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.

J. Other Procedures and Record Keeping Requirements.

1. Violations of the Conflicts of Interest Policy.

- a. If the governing 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 governing 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 governing 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 transactions 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. Has received a copy of the conflict of interest policy;
 - b. Has read and understands the policy;
 - c. Has agreed to comply with the policy;
 - d. Understands the School is charitable and in order to maintain its federal tax exemption must engage primarily in activities which accomplish one or more of its tax-exempt purposes;
 - e. Acknowledges that a voting member of the governing board 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 member of any committee 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 governing 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 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 organizations conform to the School's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.
5. **Use of Outside Experts.** When conducting the periodic reviews as provided for in 4, above, the School may, but need not, use outside advisors. If outside experts are used,

their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Each 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 of Board member/Director

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 Law restrictions found in ORC Chapter 102 and ORC. 2921.42, 2921.43, and 2921.43. See above Policy for summaries of these restrictions.

Respectfully Submitted,

Washington Park Community School Board of Directors

Approved and Adopted:


Margaret MacLearie, President

MAY 23, 2019
Date

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.

Cover Sheet

Attachment 5.2

Facilities Information

Facilities Plan

Description of Facilities

Washington Park Community School is at 4000 Washington Park Boulevard, Newburgh Heights, OH 44105. The school is approximately 13,000 square feet and serves students in kindergarten through 8th grade.

The school contains:

13 classrooms

4 offices

2 storage areas

1 gym/lunchroom

1 restroom for girls (6 stalls) on the lower level

1 restroom for boys (2 stalls, 3 urinals) on the lower level

1 restroom for boys on upper level (1 stall, 1 urinal)

1 restroom for girls on upper level (1 stall)

2 restrooms for staff on lower level

Annual Costs

The governing authority owns the building located at 4000 Washington Park Boulevard. There are no annual costs associated with a lease.

Annual Mortgage and Principal Costs

The governing authority owns the building located at 4000 Washington Park Boulevard with no costs associated with a mortgage or interest.

Lender/Landlord

The governing authority owns the building outright. There is no lender or landlord.

Lease from Operator

There is no lease for the building at 4000 Washington Park Boulevard.

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

EDUCATIONAL PLAN

Mission Statement

The mission of Washington Park Community School is to produce scholars who are good citizens in school, in the community and the neighborhood in which they live and the world that they share. Washington Park Community School will be a virtue-centered and child-centered school committed to academic excellence, emphasizing attention to being and becoming just, wise, courageous, persevering, responsible, generous and caring citizens. Emphasis will also be placed on the importance of public participation through civic action and community service. These are the values and goals that this community school will instill in the young minds of tomorrow's leaders.

Type of School

Washington Park Community School will be a General Population school. These children will not only have an opportunity to develop a strong academic foundation, they will also learn how to serve the community in which they reside. Both of these elements – academics and citizenship – are the underlying elements of the school's mission.

Attendance Area

The students who reside within the boundaries of the state of Ohio are eligible to enroll in the Washington Park Community School. Enrollment at the Washington Park Community School will not be limited to a specific geographical area or location within the Cleveland Municipal School District.

Characteristics of Students

Washington Park Community School will offer education to children in grades K-8 with an age range of 5 – 14+.

Washington Park Community School will include a full day kindergarten and one class each for grades 1-8. Below is the **Projected Student Enrollment, the number of certificated staff, and teacher/student ratio:**

Number of Students	Certificated Staff	Ratio
FY 2015 234 (Grades K-8)	12.0	1:20

The mission of Washington Park Community School is to produce students who are successful in their academic pursuits and who will contribute to the local and/or broad community. The students of Washington Park Community School will be immersed in a learning environment that will prepare them to be successful in academics and citizenship.

Focus of the Curriculum

Relationship Between Curriculum and Mission

All children must *master* the basic skills of reading and communicating in their primary years in order to be successful in their future academic years. In other words, if a child does not learn how to read, how to comprehend what he or she is reading, and how to communicate properly, the child will perform marginally or fail in the other academic subjects for the remainder of his or her schooling experience. The options available to this child as he or she reaches adulthood, would be limited.

While all general subjects will be taught at Washington Park Community School, emphasis will be placed on student proficiency of the basic skills. The basic skills model was selected for Washington Park Community School because it will provide its students with the knowledge and skills necessary to develop into successful scholars and active citizens, as proposed in the mission statement.

Curriculum Areas and Learning Objectives

Washington Park Community School will provide instruction in all general subject areas. The school will draw upon the Ohio's Common Core Standards which is aligned with the Ohio Achievement Assessments as the curriculum guidelines for these subjects.

Reading / Language Arts

The reading and language curriculum in grades K-8 will specify four major areas of instruction: reading, writing, oral communications and listening. In accordance with contemporary research that indicates phonics

Curriculum Areas and Learning Objectives (cont)

based reading programs are highly effective, Washington Park Community School will use a phonics based reading program, called Reading Mastery, in grades K-1. Students will be tested on their reading skills and placed into groups within their classes according to their tested level. This ability grouping will allow students to develop their reading skills at the level and pace most appropriate for them.

The Reading and Language Program at Washington Park Community School for Grades K-1 will be divided into four levels. Level I –II Reading, for grades K and 1, contains 160 daily lessons that teach decoding and comprehension skills. Decoding is taught through an explicit phonics method that stresses letter sound and blending. Students practice decoding by reading word lists and stories, both aloud and silently. Comprehension activities include answering questions about pictures, following directions, and responding to a variety of questions based on the stories. At the end of Level I Reading, students will be able to: read a familiar story orally with fluency and expression; integrate the three cueing systems when reading texts; demonstrate the ability to use prior knowledge during pre-reading activities; predict story events using title and pictures before and during reading; compare and contrast personal experiences/knowledge with events or characters within a story or text; self-correct when miscues interfere with meaning; read and discuss poetry; read quietly for a sustained period of time every day; read assigned and self-selected, challenging children’s literature; and use reading for thinking and learning. Students in level I Language will learn to: follow instructions; recognize and master logical categories; use higher-order thinking skills; use clue to answer questions; discover alternative solutions; understand story grammars; and begin to write simple sentences.

Grade Level 2: Reading lessons that expand basic reading skills. Students learn strategies for decoding difficult words and for answering interpretive comprehension questions. They also learn basic reasoning skills, such as making inference and drawing conclusions. The daily reading selections include realistic fiction, fantasy, and factual articles. At the end of Level 2 reading, students will be able to: read fluently with appropriate phrasing; integrate the three cueing systems; retell a story; write in response to a story; integrate context cues; read on to end of a sentence; start sentence again and re-read; self-correct when errors interfere with meaning; identify the main idea of selected reading material; identify supporting details of selected reading materials; relate personal experiences/knowledge to characters and events in text; predict outcomes; sequence events; identify details and main idea; locate specific information. At the completion of grade 2, students will be able to: discuss and use the basics of sentence construction; detect and correct ambiguous references; perform sequencing operations; classify; and draw logical conclusions from data.

Grade Level 3 : Reading lessons that emphasize reasoning and reference skills. Students in the program learn how to apply rules in a wide variety of contexts and how to interpret maps, graphs, and time lines. The program also introduces a number of complex sentence forms and a range of vocabulary activities. The daily reading selections include realistic fiction, fantasy, and factual articles. At the end of Level 3 Reading, students will be able to: read fiction and non-fiction materials and identify literary elements such as characters, plot, setting; identify the structure of non-fiction; respond to comprehension questions with teacher assistance; participate in group discussion related to reading; read widely from a variety of genres; decode new words while reading, using semantics, syntax, and grapho-phonetic systems; read silently for a sustained period of time and exhibit skills and techniques, as evidenced in part by the capacity to: stay engaged with what is being read for the allotted time, use monitoring activities, re-read when meaning is not clear or is disrupted, self-correct errors so that meaning and interest are maintained, discuss what has been read, evaluating content critically for internal consistency and compatibility with prior knowledge and common sense; select fiction and nonfiction materials

Curriculum Areas and Learning Objectives (cont)

in response to varying criteria. The emphasis in Level 3 Language is on describing events in narrative sequences. Students at this Level will learn to: extend logical thinking abilities; perform sentence analysis; improve basic punctuation skills; report on the content of a picture; draw inferences from a picture; determine relevance of details; revise for clarity and effectiveness; and edit for correctness.

Grade Level 4: Reading lessons that emphasize problem-solving skills and reading in the content areas. Students in the program evaluate problems and solutions, learn facts about the world, and complete research projects. Many of the daily reading selections incorporate facts from science and social studies. At the completion of Level 4 Reading, students will be able to: compare and contrast elements such as characters, plot, and setting; analyze, infer, critique, summarize, and evaluate texts independently or with teacher assistance; locate main ideas and supporting details; locate a self-selected text with appropriate rate and expression; demonstrate the ability to locate, research, and collect information on a topic or theme by keeping records of library resources; and read silently for a sustained period of time and exhibit skills and techniques related to silent reading. Level 4 instruction in Language Arts centers on expository writing. Students will learn to be critical thinkers as they analyze commentaries and advertisements to identify misleading claims, faulty or inadequate arguments, and contradictory statements. Students will also learn to: correct unclear parts of sentences; work with complex sentence structure; construct formal deductions; use evidence to support a conclusion; classify statements as general or specific; analyze problems with arguments; write business letters that express concerns; and write extended critiques.

For grades 5-8, reading comprehension, effective written communications, vocabulary and public speaking will be emphasized.

For the Grade 5 reading and language program, students will: exhibit knowledge of book structure; identify and use vocabulary critical to the meaning of a text; respond with increasing independence to fiction and nonfiction in a variety of ways; make connections between prior knowledge and new information; engage in silent reading from self-selected materials; and use a variety of resources to broaden concepts when engaged in research; adapt style of writing to purpose; demonstrate the ability to use punctuation to affect meaning and flow; write legibly in final draft; demonstrate the ability to write to persuade; locate appropriate information to support ideas, concepts, and interpretations for writing; evaluate his or her own pieces of writing; evaluate use of literary styles when listening and viewing; use the dictionary to increase vocabulary knowledge; participate in a prepared debate with peers; ask appropriate questions to seek information and clarify meaning; and deliver an appropriate oral presentation.

For the Grade 6 reading and language program, students will: explore, recognize, and identify a variety of structures, styles, and genres in literature; understand the meaning of unfamiliar and multiple meaning words in context; expand and use vocabulary critical to the meaning of a text; explore appropriate reading resources and Synthesize information for a topic, theme, or subject; interpret text using background knowledge, literary elements, and inferences; develop personal criteria for selecting literature; engage in reading for a sustained period of time; vary writing styles according to purpose; use varied vocabulary appropriate to purpose; edit pieces of writing with teacher assistance; produce legible pieces of writing; gather appropriate information to produce a piece of writing; expand knowledge of content areas through writing; compare two or more author's styles through listening; critically view and listen to a variety of media; demonstrate the ability to use higher-

Curriculum Areas and Learning Objectives (cont)

level thinking strategies through listening; recognize different speaking styles used for different purposes; recognize standard syntax, grammar, and usage in oral presentations; speak to a small group for a variety of purposes; and demonstrate the understanding of the structure to oral presentation.

For the Grade 7 reading and language program, students will: recognize and identify a variety of structures, styles, and genres in literature; identify and discuss basic literary elements such as setting, plot, and

characterization; synthesize and analyze information from a number of resources to broaden understanding of a topic, theme, or subject; develop and support interpretations of text using background knowledge, literary elements, and inferences; identify propaganda techniques in reading texts; expand the use of reference sources and materials for gathering appropriate information; use a variety of structures and strategies to write for different audiences; extend the use of the writing process, writing strategies and study skills to all content areas; gather information from a variety of listening/viewing sources with increasing independence; integrate listening/viewing with reading, writing, and speaking; identify different organizational patterns of speeches; compare/contrast effective models of speaking techniques and speak to a large group for a variety of purposes.

For the Grade 8 reading and language program, students will: identify and discuss relationships among basic literary elements; exhibit knowledge of book structures; speculate about author's purposes, views, and interests in reading; interpret vocabulary used in daily living such as application forms, checks, credit card forms, etc.; expand the use of reference sources and illustrative materials for gathering information; extend knowledge and appreciation of dialects and cultures through reading experiences; refine the ability to use a variety of organizational structures involving narrative, persuasive, expository, transactional, poetic, and expressive writing; demonstrate proficiency in using the writing process; write regularly on self-selected topics; monitor writing with increasing independence to determine if meaning is clear and purpose is achieved; expand vocabulary through listening and viewing; with increasing independence, gather information from a variety of listening/viewing sources; note relevant information while listening; compare and contrast different speaking styles according to audience and purpose; exhibit the ability to use standard syntax, grammar, and usage in oral presentations; and speak to small- and large-group audiences for a variety of assigned and self-selected purposes.

Mathematics

The mathematics curriculum at Washington Park Community School will follow Ohio's Common Core Standards which is aligned with the Ohio Achievement Assessments as the curriculum guidelines for these subjects.

Kindergarten students, at the completion of the year, will be able to: represent a pattern using objects and drawings and be able to describe a pattern verbally ; replicate a given pattern; continue a pattern; recognize a pattern in the environment; sort objects according to an attribute such as size, color, shape or weight; use invented and conventional symbols to describe a problem situation; look for a pattern of objects to predict the solution to a problem; act out a problem situation; relate numbers to numerals; separate, join, and order sets of objects; count by rote; count objects (1-1 correspondence); identify common shapes in the environment; manipulate, color, fold, and create simple geometric shapes; use a computer program to explore paths and construct simple geometric shapes; identify common solids in the environment; use and understand the language

Curriculum Areas and Learning Objectives (Continued)

of logic in talking about problem situations and solutions to problems; compare and order objects of different lengths, weights, and capacities; order events based on time; count pennies and nickels to 10 cents; estimate the number of items in a set by comparing to a set where the number of items is known; tell whether a collection of objects is less than, the same as, or more than a given number of objects, both when the objects are arranged in a pattern and when they are randomly placed; estimate the measure (length, capacity, weight) of an object given a non-standard unit of reference; recognize whether a given estimate is reasonable or not; recognize situations for which an estimate is sufficient; describe objects or pictures according to distinct attributes; classify objects or pictures and use given categories or attributes in sorting; create a floor/table graph by arranging actual objects in appropriate categories.

At the end of Grade 1, students will be able to: represent, copy, and continue patterns; sort objects on multiple attributes; identify and extend missing elements or repeating patterns and sequences of numbers; select appropriate notation and methods for symbolizing the problem statement and the solution process; look for a pattern (objects or pictures) to predict a solution to a problem; role play to find the solution to a problem; make tables to sort information; continue all of the kindergarten objectives; decompose, combine, order and compare numbers; estimate the number prior to counting and count objects- using ten frames, by twos, fives, and tens, using ordinal numbers; skip count by two, fives, and tens and count backwards; develop the concept of addition and subtraction from situation in the environment, including joining, separating, and comparing sets of objects; learn strategies for addition of whole numbers such as: counting all, counting on, one more, one less, two more, two less, doubles, doubles plus or minus one and doubles plus or minus two; make ten and using ten frames; describe the operations of addition and subtraction in words; use invented symbols and conventional symbols to represent the operations of addition and subtraction; orally identify fractional parts (halves, thirds, fourths) of whole objects or sets of objects; continue all of the kindergarten objectives with more detail, greater depth, and with different materials; combine shapes to form a given shape; identify two-dimensional shapes on three-dimensional objects; compare two-dimensional shapes describing similarities and differences using appropriate standard and non-standard language; explore situations by manipulating shapes, measuring, and counting; use mathematically correct names of pattern block pieces; use and understand the language of logic in describing problem situations and solutions to problems; use invented symbols and letters to describe the joining, separating, and comparing of bunches of objects; model a problem situation using a number phrase or sentence; recognize and count a collection of coins including pennies, nickels, dimes, and a quarter and determine its value; measure lengths using nonstandard units, centimeters, and inches; indicate the approximate size of the units, inch and centimeter, without using a ruler; tell time to the hour and half-hour; explore capacity using cups, pints, quarts, and liters and recognize these measuring units; explore weight using pounds and kilograms and recognize these measuring units; compare two sets of objects to determine whether there are about the same number of items in each set when the objects are arranged randomly or in a familiar pattern; make a reasonable estimate for addition or subtraction statements; estimate the value of a given collection of coins; explore situations for which an estimate is appropriate; mentally count on to determine a sum; mentally count back to determine differences; use given categories in sorting information; create a picture graph by drawing a picture of a graph; explore meaning of a picture graph by making identifications, comparisons, and predictions; collect data and record by tallying; identify events that are sure to happen, events that are sure not to happen, and those we cannot be certain about.

By the end of Grade 2, students will be able to: identify and extend patterns of objects and symbols; recognize patterns in numbers and number combinations; use patterns to make generalizations and predictions by:

Curriculum Areas and Learning Objectives (Continued)

determining the rule and identifying missing numbers in a sequence of numbers, determining the rule and identifying missing numbers in a table of number pairs, and identifying missing elements in a pattern and justifying their inclusion; identify needed information to solve a problem; select appropriate notation and methods for symbolizing the problem statement and the solution process; look for patterns of numbers to predict a solution; role play to find the solution to a problem; make pictographs and bar graphs to sort information; make repeated guesses to find a solution and check until a solution is found; explain in words why a solution is

correct; develop the concept of place value with concrete models of hundreds, tens, and ones; develop the concept of odd and even using concrete materials; use concrete models of fractions (halves, thirds, fourths, sixths) to investigate different physical representations for the same fractional parts of whole objects or sets of objects; illustrate fractional parts of whole objects or sets of objects; place whole numbers and fractions on the number line; develop the concept of multiplication and division by joining equivalent sets of objects or separating objects into equivalent sets; learn strategies for the addition and subtraction of numbers such as: compatible numbers, compensatory numbers, borrow and pay back (subtraction), regrouping, using a calculator; develop skill in estimating sums and differences; translate real-life situations involving addition and/or subtraction into conventional symbols of mathematics; find equivalent forms of numbers using hundreds, tens, and ones; investigate congruence and symmetry; investigate perimeter using concrete models; explore paths, simple closed curves, and the ideas of interior and exterior; explore tangram and pattern block puzzles; compare three-dimensional objects describing similarities and differences using appropriate standard and non-standard language; explain in words thinking strategies for making computations; understand the use of letters in statements such as $a-b=6$ and find a or b when one is given; model a problem situation using numbers and/or letters; explore length, capacity, and weight by selecting and using appropriate metric and conventional units such as centimeter, inch, liter, cup, pint, quart, kilogram, and pound; count collections of coins including pennies, nickels, dimes, quarters, half dollars and compare values; relate time on dial and digital timepieces; perform and extend the objectives listed in previous grades; recognize when the number of items in one set falls between the number of items in two other sets; recognize when the number of items of one set is closer to a second set than a third set; extend the estimation skills in objectives 2 and 3 to numbers; make estimates in addition and subtraction using front-end digits; determine whether a calculated solution is reasonable by using estimation; estimate length, capacity, and mass; use left-to-right addition to refine estimates obtained by using front-end digits; use the strategies for addition and subtraction mentally, without reference to actual objects; collect and organize data and represent with a picture or bar graph; develop a variety of categories for sorting information; explore picture and bar graphs by making identifications, comparisons, and predictions; identify information on a labeled picture map.

By the completion of Grade 3, students will be able to: predict additional terms in a given pattern, describe how the pattern is created, and extend the pattern; recognize multiplication patterns; use patterns to make generalizations and predictions by: determining the rule and identifying missing numbers in a sequence of numbers, determining the rule and identifying missing numbers in a table of number pairs and by identifying missing elements in a pattern and justifying their inclusion; make a table of values to record the pairing of members of two sets, determine the relationship (rule) between each pair, and use the rule to generate additional pairs; select appropriate notation and methods for symbolizing the problem statement and the solution process; look for a pattern to predict a solution; role play or use appropriate materials to find the solution to a problem; make and use a Venn diagram to collect and sort information; extend the guess-and-check procedure by recording guesses and checks to help make better guesses until the solution is reached; make a drawing of the

Curriculum Areas and Learning Objectives (Continued)

information in the problem to clarify relationships; use more than one strategy to solve a given problem; use a single strategy to solve different kinds of problems; identify which questions could be answered given certain information; develop a convincing written argument for the correctness of a solution; add and subtract numbers fluently using any strategy; relate addition and subtraction statements to each other; from situations created in the classroom: develop models of multiplication and division, use invented and conventional symbols to represent multiplication and division, describe multiplication and division in words; translate real-life situations involving multiplication and division into conventional mathematical symbols; relate multiplication to skip

counting; multiply using the pocket multiplier; multiply and divide using a calculator; recall multiplication and division facts through 12×12 , using strategies such as: commutative property, distributive property, anchor facts, squares; multiply using paper-and-pencil algorithms; use conventional symbols to represent fractions; order fractions on the basis of concrete materials; develop the concept of tenths and hundredths using models; order whole numbers, fractions, and decimals (tenths and hundredths) on the number line; translate freely between words and symbols in naming numbers; relate even numbers to division by two; use the symbols $<$, \leq , $>$, \geq , and $=$ in describing order as well as the terms “at least” and “at most”; explore properties of geometric figures and relationships by measuring, coloring, folding, cutting, and making models; investigate angles using models, paper folding, drawings and computer graphics; build a solid to match a given solid using cubes; describe a three-dimensional object from different perspectives; investigate area by covering regions with standard and non-standard units; use mathematically correct names for common geometric figures; identify and count common overlapping figures in the environment; explain in words thinking strategies for making computations; explore calculator keys other than $=$ that perform an operation; understand the use of letters in statements such as $ab=12$ or $3c=d$ and find a when b is given, etc.; continue explorations of length, capacity, and weight, and extend familiarity of units to include kilometer, meter, mile, yard, foot, gallon, gram, ounce, and fractional parts of each.; count collections of coins and bills which include one, five, and ten dollar bills and compare values; explore common temperatures using both Fahrenheit and Celsius scales; read time on digital and dial timepieces and determine amount of time elapsed; illustrate the approximate size of units (inch, centimeter, meter, and yard); use string, tiles, and blocks to explore perimeter, area, and volume; make change using coins; perform and extend the objectives listed in previous grades; use front-end digits to estimate addition with several addends; round factors and use multiples of ten to estimate products; explore the use of estimation in problem solving and know when an estimate is appropriate; add strings of numbers mentally by finding groups of tens; subtract mentally using multiples of ten; explore multiplication using the strategies without reference to actual objects; read and interpret pictographs in which pictures represent more than a single unit; create, read, and interpret tables and charts; explore bar graphs (scaled by one) by making identifications, comparisons, and predictions; identify information on a labeled picture map using a picture-symbol key; collect and record data on the frequency of events; investigate, display, and record all possible arrangements of a given set of objects; translate freely among pictographs, tables, charts, and bar graphs.

At the end of Grade 4, students will be able to: explore and describe in words simple and complex patterns in nature, art, and poetry; determine the rule and identify missing numbers in a sequence of numbers or a table of numbers pairs related by combinations of addition, subtraction, multiplication, and division; use more than one strategy to solve a given problem; use a single strategy to solve different kinds of problems; make and use a table to record and sort information; select appropriate notation and methods for symbolizing the problem statement and the solution process; extend the application of previously learned strategies; validate solutions to a problem; generalize a problem-solving situation to other cases; decompose numbers into factors,

Curriculum Areas and Learning Objectives (Continued)

using objects and translate using symbols; identify prime and composite numbers; use physical models to represent fractions greater than one; round fractions to zero, one-half, one, etc.; round numbers to the nearest ten and hundred and beyond; order fractions using symbols; find equivalent fractions with concrete materials and symbolically; add and subtract fractions with concrete materials and symbolically; develop concepts of tenths and hundredths using symbols; add and subtract decimals; multiply and divide whole numbers fluently;

develop concepts of place value to include numbers through millions; compare and order numbers with any number of digits; relate multiplication and division statements to each other; investigate reflection, rotations, translations of geometric figures using concrete objects; identify parallel lines, perpendicular lines, and right angles in geometric figures and the environment; build models that illustrate intersecting lines, parallel lines, perpendicular lines, and right angles, determine properties of two-dimensional figures and compare shapes according to their characterizing properties; use and understand the language of logic in describing the inverse relationships between addition and subtraction, multiplication and division; use variables in mathematical expressions to represent problem situations; symbolize a keying sequence on a calculator with arithmetic logic to execute the computation of an arithmetic phrase and predict the display as each key is pressed; explore using variables to generalize arithmetic statements; explore tables that describe arithmetic relationships; understand the use of letters in statements such as $a/b = 4$ or $c/2 = d$ and find a when b is given, etc.; choose an appropriate unit and measure lengths, capacities, and weights in U.S. standard and metric units; measure and determine perimeters and areas of simple straight line figures and regions without using formulas; make reasonable estimates of lengths under 10 meters; read temperature measurements in C° and F°; relate the number of units that measure an object to the size of the unit as well as to the size of the object; make change using coins and bills; use mental, paper-and-pencil, and physical strategies to determine time elapsed; perform and extend the objectives listed in previous grades; round to find the approximate sum or difference of numbers and compare the result to that obtained by using front-end digits; explore estimates of sums and differences and determine whether they are greater than or less than products or quotients found by a calculator; use compatible numbers to estimate in division; use estimates to determine the reasonableness of results in problem solving; use compensatory numbers in adding; look for combinations that make ten or one hundred; explore combinations of quarters and relate to sums and differences with 25; use left-to-right multiplication and the distributive property to find an exact answer without paper & pencil; collect data & create a picture/ bar graph representing the data; make predictions and modify them as additional data are collected; read and interpret diagrams and time lines; explore picture and bar graphs by making identifications, comparisons, and predictions, and use them to solve application problems; investigate, display, and record all possible arrangements of a given set of events; find simple experimental probabilities.

At the end of Grade 5, students will be able to: investigate patterns that occur when changing numerators and denominators in equivalent fractions and describe these patterns verbally; investigate the patterns of digits formed when fractions are changed to decimal form; use patterns to explore the rules for divisibility; investigate patterns formed by powers of ten using exponents and expanded form of numbers; explore methods for finding the n term of a simple sequence involving one operation and verbalize a procedure; graph ordered pairs; find missing terms of a sequence using powers; explore and describe in words simple and complex patterns in music and science; read a problem carefully and restate it without reference to the original problem; read a problem carefully and identify sub-goals that need to be attained in order to solve the problem; expand the repertoire of appropriate notations and methods for symbolizing a problem statement and the solution process; extend the

Curriculum Areas and Learning Objectives (Continued)

application of previously learned strategies; validate and generalize solutions to problems; decompose numbers into factors, including prime factored form; use the long division algorithm; multiply and divide decimals; find equivalent fractions; add and subtract fractions; order combinations of whole numbers, fractions, and decimals using the symbols $<$, \leq , $>$, \geq , and $=$ and by placing them on the number line; explore order of operations relative to calculators with arithmetic and algebraic logic; explore and use the idea of ratio relative to scaling; explore the idea of square and square root in the context of area of squares; round, as appropriate to a problem situation, to the nearest thousand, hundred, ten, one, tenth, or hundredth; explain in words the role of 0 and 1 as identity elements for addition and multiplication respectively; explain in words why order does not make a difference for addition and multiplication, but does for subtraction and division; compare and contrast angles in relation to right angles; construct circles with a given center and/or a given radius; encounter and use appropriate vocabulary relative to circles; build models of previously encountered shapes and figures and describe the process in words; explore concepts of similarity by enlarging shapes with pattern blocks, geoboards, and computer graphics; explore patterns that result from combinations of reflections, rotations, and translations of geometric figures; symbolize a keying sequence on a calculator with algebraic logic to execute the computation of an arithmetic phrase and predict the display as each key is pressed; explain in words differences between calculators with arithmetic logic and algebraic logic; use variables to describe arithmetic processes; interpret tables that describe problem situations; choose an appropriate unit and measure lengths, widths, or capacities to specified degree of precision in U.S. standard or metric measurement; convert, compare, and compute with common units of measure within the same measurement system; determine what to measure and measure in order to determine perimeters, areas, and volumes of simple shapes and solids; make reasonable estimates of lengths, weights, and capacities; perform and extend the objectives listed in previous grades; use compatible numbers to estimate in addition; round fractions to 0, $\frac{1}{2}$, and 1 and use these values to estimate sums and differences of fractions; round mixed numbers to the nearest whole number to estimate sums and differences of mixed numbers; use front-end digit and rounding strategies for estimating sums and differences of decimals; use compatible numbers to add or subtract mentally; halve and double factors to find the product; use place value and trailing zeroes to mentally divide when the know numbers are multiples of powers of 10; explore the effect of changing scales on bar graphs; select a scale and create a line graph; identify the ordered pair for a point on a labeled grid; identify a direction, distance, and/or location using a political map containing a key, a scale, and a compass; explore the concept of average and calculate the arithmetic mean of a given set of numbers; determine experimental and theoretical probabilities; make predictions based on experimental or theoretical probabilities.

By the end of Grade 6, students will be able to: build simple functions using concrete models and generate a corresponding rule; explore the relation between doubling the side of a square and/or other regular figures and the corresponding increase in area; explore mathematical expressions of relations observed in other curricular domains; explore and describe in words simple and complex patterns in history and language arts; extend the application of previously learned strategies; expand the repertoire of appropriate notations and methods for symbolizing a problem statement and solution process; identify needed and given information in a problem situation as well as irrelevant information; validate and generalize solutions; compute with whole numbers, fractions, and decimals; explore concepts of percent, ratio, and proportions in the contest of real-world situations; use proportions in a wide variety of applications; investigate relations between ratios, proportions, and percents; round, as appropriate to a problem situation, to any digit; change freely between fractions and

Curriculum Areas and Learning Objectives (Continued)

decimals; understand and describe in words the relations between addition, subtraction, multiplication, and division; understand and describe in words how fractions and decimals expand the whole number system to the system of non-negative rational numbers; be able to find a number between any two rational numbers; explore and explain when order does and does not make a difference for the four fundamental operations; explore Roman numerals and contrast with the base ten number system; measure angles in geometric figures and explore relationships between angle measure and other characteristics of the figures; estimate the measure of angles and draw angles that approximate given measures; identify and distinguish among similar, congruent, and symmetric figures; visualize and show the results of a rotation, translation, reflection, or stretching; build models of three-dimensional figures, such as pyramids, cones, and prisms, with polygonal bases and investigate the properties associated with those figures; explore properties that can be used to characterize or contrast different classes of figures; recognize, classify, and use characteristics of lines and simple two-dimensional figures; use the distributive property in arithmetic computations; construct tables to describe a problem situations; use a variable to describe a generalization from a problem situation; symbolize, using variables, the relations between addition, subtraction, multiplication, and division; explore the use of parentheses on a calculator to change results of a computation; solve linear equations using concrete representations; select and use appropriate units and devices to measure length, area, volume, and weight; explore and use formulas to compute areas and perimeters (circumferences) of common polygons (polygonal regions) and circles (circular regions); convert, compare and compute with common units of measure within the same measurement system; measure angles using a protractor; perform and extend the objectives listed in previous grades; estimate the sum of several close addends by estimating an average and multiplying the average by the number of values; estimate the sum or differences of mixed numbers by adding or subtracting the whole numbers; estimate the product or quotient of decimal numbers by rounding them to a single decimal place and then performing the operation; look for compatibles in multiplication and division to help perform these operations mentally; use estimation to eliminate choices in multiple-choice tests; collect data and create a circle graph; explore circle graphs and use them to solve application problems; read, interpret, and use tables, charts, maps, and graphs to identify patterns, note trends, and draw conclusions; explore the concept of average and calculate the arithmetic mean and the mode of a given set of numbers; explore changes in the mean and the mode when some data are changed; construct a tree diagram to list alternatives and procedures; read and construct scale drawings; investigate probabilities for the possible outcomes of a simple experiment; make predictions of outcomes of experiments based on theoretical probabilities and explain actual outcomes.

By the end of Grade 7, students will be able to: describe and represent relationships with tables, graphs, rules and words; describe, extend, analyze, and create a wide variety of patterns, explore and symbolize direct and inverse variation; extend the investigation of number patterns; generate ordered pairs with and without a calculator to graph linear equations; explore absolute value in the context of distance between points; explore and describe in words simple and complex patterns in industrial technology and science; use an open sentence to symbolize a problem situation and solve the equation to find a solution to the problem; validate solutions to problems in a variety of ways; rephrase a problem as a simpler problem to find a method of solution; extend the application of previously learned strategies; identify problems that are similar in structure; represent percent by

Curriculum Areas and Learning Objectives (Continued)

proportions and algebraic equations and solve for missing terms; solve problems and make applications involving percent; solve and use proportions; develop the concept of integers using concrete models, including number lines, and in the context of real-world situations; compare, order, and determine the equivalence of whole numbers, fractions, decimals, percents, and integers; expand understanding of place value to include bases other than ten; find square root using a calculator; explore the concept of pi by comparing the measure of the diameter and circumference of circles; explore interpretations of addition and multiplication that re difference for whole numbers and fractions; develop and apply theories about primes, factors, and multiples in real-world and mathematical problem situations; explore powers and scientific notation as alternate ways of writing numbers and in the context of calculators; explore and verbalize relationships between different kinds of figures; explore and describe procedures for changing one figure or shape to another; develop minimum sets of properties that describe a geometric figure; develop definitions of common geometric figures; build the model of a figure given to, side, and front views; validate fundamental geometric theorems using manipulative materials and informal arguments; visualize and describe the results of folding geometric figures; use separation of rectangles as an area model for the distributive property; use parentheses accurately to group numbers for applying operations; apply formulas to problem situations; describe problem situations involving ratios, proportions, and percents with algebraic expressions; solve linear equations with one variable by working backward; evaluate algebraic expressions; interpret graphs of problem situations describing linear, quadratic, and exponential relationships; construct graphs describing problem situations and assign and label scales to axes of graphs appropriately; relate ratio and proportion concepts to variation situation, direct and inverse; select and compute with appropriate stand or metric units to measure length, area, volume, weight, capacity, time, money, and temperature; make appropriate judgments regarding accuracy and precision; make reasonable estimates of measurements; state and apply area formulas for the following regions, circular, rectangular, parallelogram; trapezoidal, and triangular; apply volume formulas for the following: prisms, cylinders, and spheres; determine formulas for surface area; explore measurement of time relative to time zones; determine what to measure and measure to calculate perimeters, areas, and volumes; perform, refine, and extend the objectives listed in previous grades; adjust fractional number and decimal estimates in all operations; estimate with percents, using 1%, 10%, and 50%, and multiples of these numbers; use fractions, decimals, and percent equivalents interchangeably in making estimates; estimate the square root of a given number to the nearest whole number or range of whole numbers; use estimation to eliminate choices in multiple-choice tests; collect data and create the appropriate type of graph and use the appropriate scale; create, read, and interpret tables, charts, diagrams, and maps; identify the ordered pair for a point on a labeled coordinate plane; calculate and explore relationships between the mean, median, mode, and range of a given set of numbers; explore permutations and combinations and the relationships between them; make logical inferences from statistical data, detect misuses of statistical numerical information; develop and interpret frequency tables; compute averages.

By the end of Grade 8, students will be able to: use patterns and keys on the calculator to extend the concept of inverse operations; use invented and conventional symbols to explain a function relation; explore the right triangle relations sine, cosine, and tangent and their applications in measurement; explore the effect of multiplying the dimensions of a simple shape or solid by a constant factor and relate to the change in area or

Curriculum Areas and Learning Objectives (Continued)

volume; explore and describe in words simple and complex patterns in the environment; select appropriate notation and methods for symbolizing the problem statement and the solution process; extend the application of previously learned strategies to a wide variety of problems; validate and generalize problem and solutions; understand, represent, and use numbers written in a variety of equivalent forms in real-world and mathematical problem-solving situations; develop an understanding of operations with integers using the number line and other models of integers; represent numerical relationships in one- and two-dimensional graphs; understand the real number system and describe it in words; construct segments to represent irrational numbers such as the square roots of 2, 3, 5, etc.; locate certain irrational numbers on the number line and find an irrational number between any two given numbers; understand and describe in words how the negative numbers expand the non-negative rationals to the rational number system; give a meaningful explanation for the impossibility of division by zero; explore interesting topics such as abundant, deficient, or perfect numbers, triangular and square numbers; cubes, palindromes; factorials, and Fibonacci numbers; solve problems and make applications involving percentages; calculate missing measurements of similar figures; investigate the relationship between angles formed when parallel lines are cut by a transversal, using diagrams and computer graphics; sketch three-dimensional figures from different perspectives; graph similar figures, reflections, translations, and rotations on a coordinate plane; explore linear relationships graphically using graph paper and computer or calculator graphics; extend experiences validating fundamental geometric theorems; find perimeters and areas of polygons; explore uses of the Pythagorean theorem; find surface areas and volumes of rectangular solids; use and relate tables, graphs, and equations to solve problem situations involving exponential growth and decay, simple interest, and compound interest; explain in words the meaning of the expression “solution of an equation”; investigate solutions to pairs of simultaneous equations; solve linear inequalities in one variable; interpret problem situations described by linear inequalities in words and graphically; find the distance between two points in the coordinate plane; explore and interpret the concepts of slope and intercept as characteristics of linear functions; describe and solve variation situations, direct and inverse, algebraically and graphically; measure and compute perimeter for irregular polygonal regions, other composite figures, and lattice figures; make appropriate measurements and compute volume of solids such as prisms, cylinders, pyramids, and cones; recognize and use the concepts of significant digits and accuracy in measurements; recognize and use the concepts of precision and relative error in measurements; successfully utilize a ruler and protractor for specific measurement tasks; read a scale on a measurement device to the nearest mark and make interpolations where appropriate; make change using the process of addition; perform, refine, use fractions, decimals, and percent equivalents interchangeably in making estimates; estimate the square root of a given number to the nearest whole number or range of whole numbers; use estimation to determine the reasonableness of results in all problem solving; extend mental computation to the solution of simple equations; use estimation to eliminate choices in multiple-choice tests; use estimation to determine reasonableness of problem solutions; collect data and create appropriate graphs to illustrate; make identification, comparisons, and predictions, and solve application problems using picture, bar, circle, and line graphs; find the mean, mode, and range of a set of data and use them in application problems; detect misuses of statistical or numerical information; use elementary notions of probability; and explore the role of sampling and collecting data in making a statistical argument.

Science

The science program at Washington Park Community School will be designed to provide students with a scientific foundation upon which they can develop a more advanced knowledge necessary to effectively operate in an increasingly complex scientific and technological world. A commercial program such as Discovery Works by Houghton-Mifflin may be used. A high correlation between the Discovery Works science program and the Ohio Proficiency Test learning outcomes exists, as published in a manual by Houghton-Mifflin. Below are the learning objectives for the Science curriculum at each grade level:

At the end of Kindergarten, students will be able to: explain changes over time; demonstrate an understanding of observable patterns; describe familiar patterns and cycles; make accurate observations about an unfamiliar occurrence or setting; and describe an object to at least one other student in such detail that the student is able to identify the object from the description.

At the end of Grade 1, students will be able to: describe a physical change which occurred in a given situation; follow a simple set of instructions to construct a useful item; describe categories associated with a familiar set; ask appropriate cause and effect questions relating to an unfamiliar situation; accurately describe a sequence of pictures or events using terms such as before, during and after; classify items according to previously learned classification systems; and ask questions and provide suggestions about unfamiliar events.

At the end of Grade 2, students will be able to: make predictions related to the behavior of living organisms; describe the basic needs of living things and the way organisms meet these needs; predict how different organisms will react to different weather conditions; ask questions relating to investigations and causes and effects of natural events; use an electronic instrument to record an event; construct a useful device; compare the mass, dimensions, and volume of familiar objects and organisms using nonstandard measures.

At the end of Grade 3, students will be able to: organize and complete a weather report; propose an explanation for a given event using a collection of evidence; describe an episode in terms of its duration and timing; use whole number counts and measures to compare and classify familiar objects; explain the attributes and behaviors of an object using quantitative and qualitative descriptions; use a sense-extending device to gather information; and distinguish and justify the distinction between living and non-living things.

At the end of Grade 4, students will be able to: describe the duration and timing of a repetitive pattern in nature; explain the impact of human activity in selected natural environments; prepare a simple key to use to distinguish between objects in a diverse set; analyze a series of related events and predict the next likely event; construct a graphic representation of a set of objects and use it to make comparisons; follow a simple procedure to carry out an investigation; and explain the function & safety factors associated with certain working devices.

At the end of Grade 5, students will be able to: describe an object or organism not easily observed in terms of its attributes and behaviors; describe how changing one component impacts the other components of a biological or mechanical system; generate and test questions about a simple physical change; describe the advantages and disadvantages of a simple technological device; choose and use appropriate tools to assemble and disassemble a simple mechanism or model; choose and defend their choice of a product based on

Curriculum Areas and Learning Objectives (Continued)

performance data on that product; and trace the transmission, transformation, and conservation of various forms of energy in a simple system.

At the end of Grade 6, students will be able to: predict and test the effects of influences on the motion of selected objects; design and perform an investigation to document the constancy of a natural pattern; propose a solution for a community problem using information collected; make inferences to explain certain events by using a collection of data in tabular or graphic form; identify the impact of different perspectives on the explanations of a given event; explain the impact of science and/or society on a historical event in history or technology; and verify or refute the accuracy of stated conclusions using a given set of data.

At the end of Grade 7, students will be able to: recognize regular occurrences in nature and describe various spatial, behavioral, temporal, patterns, formulate their own explanations for them, and offer evidence for their explanations, while remaining open to alternative explanations of others in the group; organize information into simple tables or graph to look for relationships; investigate the interdependence and similarities of organisms and their physical environments; investigate the chemical and physical attributes of matter; investigate the scale of historical time; investigate the limits of size in technological and natural systems; investigate the renewable and nonrenewable nature of the earth's resources and various strategies for managing these resources; asking clarification of scientific ideas; using available communications technology to consult authorities for information and clarification; and weighing the biases of information sources.

At the end of Grade 8, students will be able to: analyze complex concepts to describe structures and events; approximate various irregular areas and volumes of solids by various means; identify statements that are misleading because they are absolute or general in nature; determine the likelihood of events, by identifying contributing and causal factors and estimate the confidence level of predictions; estimate lengths, weights, and time periods and judge whether the estimates or computations are reasonable, develop increasingly sophisticated logical thinking; investigate the principles that describe and predict motions of objects and functions of organisms; investigate the influences of groups of objects, organisms and forms of energy on each other; investigate strategies that can be used to optimize the interactions between components of technological, social, and ecological systems; perform investigations over long and short time periods; recognize and pursue questions related to choices that can be investigated scientifically; communicate clearly scientific questions, purposes, procedures, and results; perform risk analyses to inform personal decisions associated with personal safety and health; and manipulate the amounts and combinations of ingredients to observe the impact of different combinations on the effectiveness of common household products and quality of foods.

Social Studies

The social studies program will also be developed with the learning objectives from the Ohio Model as guidelines. As part of their social studies curriculum, students will be required to participate in community service projects as a means of learning the importance of volunteerism and community support. Community

Curriculum Areas and Learning Objectives (Continued)

service is a key ingredient in the school's mission statement. Below are the learning objectives for the Social Studies curriculum at each grade level:

At the end of Kindergarten, students will be able to: classify familiar events as past, present and future; describe two different roles people in general have in the community; identify similarities or differences in stories or music of at least two other cultures; identify at least two individuals who are helpful to people; and work independently.

At the end of Grade 1, students will be able to: recite the events described in the beginning, middle and end of a historical narrative; explain how people in a community would be affected by a particular change; identify a common physical feature found in at least two place around the world using a map; identify choices people make to satisfy their wants when a particular good or service is not available; identify why certain rules are needed; and exhibit certain citizenship traits.

At the end of Grade 2, students will be able to: identify a fact and ask further questions about an historical artifact, document or photograph; explain the similarities and differences of people from different cultures; identify ways in which people can obtain certain goods and services; and explain how a group can be organized to accomplish certain tasks.

At the end of Grade 3, students will be able to: recognize changes that occurred in a given time period to a given community; describe cultural groups which reside in the local community; locate physical and human features on a map of the local community; itemize the costs and benefits of various alternative choices relating to a consumer decision; describe how a local governmental activity addresses a purpose or purposes of government; and explain what is required to govern a group of people (e.g., rules, leader, etc.).

At the end of Grade 4, students will be able to: explain the significance of a selected individual or event in Ohio's history; identify the various kinds of cultural groups and their contributions that have lived or live in Ohio; explain the political and economic ties Ohio has with at least one foreign nation; locate places on a map using a grid location system and a direction finder; identify and classify the factors of production need to produce a given good or service; describe how a given state governmental activity addresses a purpose or purposes of government; and identify statements of fact or opinion about certain public issues and policies.

At the end of Grade 5, students will be able to: identify significant individuals from the past in North America and explain their contributions to the cultural heritage of the United States; draw inferences about the experiences, problems, and opportunities a given cultural group encountered in the past; discuss the positive and negative consequences of a change occurring in landforms, climate, natural vegetation or resources; identify and compare physical and cultural regions of North America; explain the benefits to producers and consumers of doing business with each other; explain how certain political activity is representative of the elements of American democracy; and organize key ideas and supporting facts in order to analyze information on civic issues.

Curriculum Areas and Learning Objectives (Continued)

At the end of Grade 6, students will be able to: explain the cause and effect relationships surrounding a major event in the life of a significant individual from a different region of the world; compare the roles of women, religious ideas, and class structures of two different societies; identify physical and cultural regions on a world map and describe relationships among regions; describe why nations engage in international trade; classify monarchical, democratic, or dictatorial types of governments; and describe alternatives through which civic goals can be achieved.

At the end of Grade 7, students will be able to: explain the contribution of significant developments in history through 1940 to our cultural heritage; cite examples of interdependence between regions; discuss how countries address problems presented by the uneven distribution of resources; select a society and present evidence of a development of democratic ideas or individual rights; cooperate in reaching group goals by identifying and analyzing alternatives through which the goals can be achieved and by helping to choose the best alternative.

At the end of Grade 8, students will be able to: select significant changes which occurred during the time period of a defined historical narrative, discuss the importance of those changes, and place the changes on a time line while raising questions about possible cause and effect relationships; explain the contributions made by significant developments in history from 1490 to 1815 to the cultural heritage of the United States; select and explain the significance of political, economic, or ideological connections between different parts of the world; identify a service typically provided by a given level of government and a tax typically used to support government at that level; select a portion of the U. S. Constitution and explain the events, issues, ideas, and/or documents that influenced the development of the selected portion; identify the level and branch of government responsible for addressing a given citizen concern; and evaluate the actions of public officials with regard to a given set of criteria.

Arts Education

The students of Washington Park Community School will receive instruction in music and visual art throughout their school experience. Below are performance objectives for a comprehensive arts education program for each grade level:

At the end of Kindergarten, students will be able to: create/perform art forms using a variety of materials, tools, structure, and subjects; collect information through observation and questioning to describe similarities and differences in natural and human-made forms, sounds, and events; and describe and interpret the subject matter and/or sensory and structural qualities in arts forms within the human-made and natural environments.

At the end of Grade 1, students will be able to: discover their own cultural heritage by analyzing and comparing examples of arts forms from various cultures and historical periods; develop criteria for evaluating arts forms and assess selected works using the criteria; and identify various uses of the arts in daily experiences.

Curriculum Areas and Learning Objectives (Continued)

At the end of Grade 2, students will be able to: discover the history and meaning of arts forms and specific works of art by collecting information from a variety of sources; make informed choices in using materials,

tools, techniques, procedures, structures, processes, and subject when creating, assessing, or revising art works; and analyze characteristics of arts works and experiences and develop criteria evaluating their effectiveness.

At the end of Grade 3, students will be able to: make predictions about the existence, as well as enduring features, of a natural or human-made form or event; select art works and organize an exhibit/performance based upon specific criteria and/or philosophical view and combine ideas with appropriate materials and techniques to create a work of art.

At the end of Grade 4, students will be able to: analyze the historical and cultural contexts and technological development of existing art forms; and develop a plan which contains specific criteria to evaluate a collection, exhibition, or performance.

At the end of Grade 5, students will be able to: create a presentation on an artist, arts forms, or artistic process, based on information from a variety of sources, and develop criteria to judge its quality; construct a portfolio to demonstrate the development and exploration of techniques, personal ideas, and criteria for assessment; select an arts issue or philosophy, organize key ideas, and debate its merit; and identify and explain the properties of a given work of art that serve to define its tradition and its historical and/or social context.

At the end of Grade 6, students will be able to: construct a portfolio to demonstrate evidence of the development and exploration of techniques, personal ideas, research, reflection, and philosophies; and take an existing human-made creation, study the history of its development and analyze its elements, design, and structure, speculate about its form and use in the future, create a futuristic model of the form and develop criteria for judging its effectiveness and the process that created it.

At the end of Grade 7, students will be able to: evaluate the effectiveness of a given art work and explain the criteria used; examine the similarities and differences of how various arts forms influence and/or express an idea or event; interpret an idea through one or more arts forms; analyze and critique the incorporation of the arts in commercial media; and investigate how the arts have been supported throughout history.

At the end of Grade 8, students will be able to: examine or investigate an historical event or period and compare multiple perspectives of it presented through the arts; create or recreate an artistic piece demonstrating use of old and new technologies and compare the process or result; write a review of an artistic event or exhibit and support their position; develop criteria for evaluating art works and apply them to a collection or their own work; and interview someone in an arts-related field and prepare a report of the interview.

Physical Education

The Physical Education program at Washington Park Community School will be comprised of nutrition, total personal fitness, motor skill development and movement and lifetime sports and leisure skill development. The following are the Physical Education performance objectives for each grade:

Curriculum Areas and Learning Objectives (Continued)

At the end of Kindergarten, students will be able to: recognize, classify, prepare and eat a variety of foods, and will subsequently make healthy decisions about preferred foods; complete a sequence of simple fitness assessments to gather information about personal fitness; demonstrate progress on a variety of locomotor (e.g.,

walk, gallop, run, move, jump, hop, leap), non-locomotor (i.e., changing levels and speeds) and manipulative (i.e., throw, catch, kick, strike) skills; and demonstrate acceptable personal and social behavior while performing skills, stunts or movements in applied settings.

At the end of Grade 1, students will be able to: demonstrate and/or describe simple preparation steps, sanitation techniques, safety practices and healthy food choices in a variety of foods; demonstrate personal fitness through a variety of tasks such as increased periods of sustained running, supporting own weight, climbing, lifting, or carrying; combine fundamental locomotor and non-locomotor skills with movement concepts and themes in general space (e.g., space, levels, force and flow); and follow simple game rules, respect others in the game, and incorporate foundation skills into the games (i.e., jumping rope, rolling, dribbling or handling a ball, striking a tennis ball with a hand or object).

At the end of Grade 2, students will be able to: collect and organize data on a variety of consumable items comparing taste, appeal, content, cost, and method of preparation; report and record changes in cardiovascular fitness, flexibility, muscular strength and endurance; demonstrate progress from the beginning of the year in fundamental motor skill development (i.e., walk, run, skip, jump, move, throw, catch, kick, strike, roll) and in the application of movement concepts (i.e., time, space, force, levels, flow); and evaluate own strengths, preferences and experiences in lifetime sport and leisure skills.

At the end of Grade 3, students will be able to: assess factors (e.g., inherited body types, personal preferences, nutrient requirements) to influence meal planning, food consumption and weight management; engage in aerobic activity; demonstrate concepts covered during the year (e.g., combinations of locomotor and non-locomotor skills); and participate in game situations using rules and skills in cooperation and conflict resolution.

At the end of Grade 4, students will be able to: gather information from a variety of sources and develop and implement a plan to improve daily food choices; report improvement of personal fitness levels from the beginning of the year; apply physiology and principles of mechanics to movement through exploration and demonstration; and explain and demonstrate the benefits derived from regular physical activity.

At the end of Grade 5, students will be able to: explain the transformation in the body of food into fuel and energy; set one goal to improve eating habits; set appropriate goals for improving personal fitness; explain a balance regimen for increasing muscular strength and endurance; exhibit a wide variety of locomotor movements in general space; and engage in team or individual sport for extended time periods.

At the end of Grade 6, students will be able to: explain the influence of scientific research on personal decisions related to food consumption; demonstrate physical fitness activities specifically designed to improve cardiovascular health, flexibility, muscular strength and endurance; analyze personal health and determine future needs; and use increasing complex combinations of locomotor movements.

At the end of Grade 7, students will be able to: demonstrate how advertising images, peer pressure, self-concept can affect satisfaction with body weight; demonstrate how student groups can counteract advertising that promotes use of alcohol, tobacco, and other drugs; investigate changes in health/hygiene during childhood/adolescence; demonstrate first-aid responses for various types of injuries; demonstrate how fitness components affect disease prevention, stress management, metabolic rate, weight control; demonstrate new activity that involves a personal challenge; and demonstrate increased level of proficiency in student's chosen individual/team sports.

At the end of Grade 8, students will be able to: examine how technology has improved processing, storing, delivering food—include resources from industry, non-profit, government, academic groups; research new developments in this area; identify signs of substance abuse among peers and explain how such use affects body systems, mental health, and other behaviors; demonstrate techniques appropriate for one's family to reduce family stress; demonstrate long-term benefits of regular activity—using appropriate conditioning principles; combine mature locomotor patterns in increasingly complex ways; and demonstrate offensive/defensive strategies in modified versions of new individual/team sports.

Delivery System

Washington Park Community School, as stated in its mission, is dedicated to academic excellence. Washington Park Community School will accomplish academic excellence through the use of various instructional methods. These methods include but are not limited to lecture, small group instruction, team-teaching, computer based instruction, the internet, Smartboard technology, extended learning opportunities after school and during the summer.

Non-classroom-based, including (if applicable):

Credit Flex or College Credit PlusNot Applicable

Field Trips with academic enhancement component.....Not Applicable

Tutoring

- Extended Learning Opportunities are provided during the school year for grades K-3 from October to April 3 times per week from 3-3:40pm.
- Summer Extended Learning is for grades K-5 from 5/31/16 to 6/30/16. Instruction will be daily from 8:30-10:30 Monday –Friday.

Post-secondary enrollmentNot Applicable

Career

- School Guidance Counselor meets for a 40 minute class period every Monday with 8th grade. Lessons focus on choosing a career path and acquiring the necessary education for that path.

Learning on contingency days or while a student is suspended/expelled

- Make-up for students will be collected and placed in school office. Work will be pick up by parent or sent home with reliable family member for student completion.

Internet or independent study.....Not Applicable

Exit Goals

Eighth graders graduating from Washington Park Community School will be able to:

- Perform at or above the 9th grade reading level.
- Perform at or above the 9th grade level for mathematics.
- Perform at or above the 9th grade level for science.
- Perform at or above the 9th grade level for social studies
- Communicate effectively through oral and written methods.
- Demonstrate a community service orientation.

At the end of the year, seventh graders will be able to:

- Perform at the 8th grade reading level.
- Perform at the 8th grade level for mathematics.
- Perform at the 8th grade level for science.
- Perform at the 8th grade level for social studies
- Communicate effectively through oral and written methods.
- Demonstrate a community service orientation.

At the end of the year, sixth graders will be able to:

- Perform at the 7th grade reading level.
- Perform at the 7th grade level for mathematics.
- Perform at the 7th grade level for science.
- Perform at the 7th grade level for social studies
- Communicate effectively through oral and written methods.
- Demonstrate a community service orientation.

At the end of the year, fifth graders will be able to:

- Perform at the 6th grade reading level.
- Perform at the 6th grade level for mathematics.
- Perform at the 6th grade level for science.
- Perform at the 6th grade level for social studies
- Communicate effectively through oral and written methods.
- Demonstrate a community service orientation.

At the end of the year, fourth graders will be able to:

- Perform at the 5th grade reading level.
- Perform at the 5th grade level for mathematics.
- Perform at the 5th grade level for science.
- Perform at the 5th grade level for social studies
- Communicate effectively through oral and written methods.
- Demonstrate a community service orientation.

Exit Goals (Continued)

At the end of the year, third graders will be able to:

- Perform at the 4th grade reading level.
- Perform at the 4th grade level for mathematics.
- Perform at the 4th grade level for science.
- Perform at the 4th grade level for social studies
- Communicate effectively through oral and written methods.
- Demonstrate a community service orientation.

At the end of the year, second graders will be able to:

- Perform at the 3rd grade reading level.
- Perform at the 3rd grade level for mathematics.
- Perform at the 3rd grade level for science.
- Perform at the 3rd grade level for social studies
- Communicate effectively through oral and written methods.
- Demonstrate a community service orientation.

At the end of the year, first graders will be able to:

- Perform at the 2nd grade reading level.
- Perform at the 2nd grade level for mathematics.
- Perform at the 2nd grade level for science.
- Perform at the 2nd grade level for social studies
- Demonstrate a community service orientation appropriate for their level.

At the end of the year, kindergarten students will be able to:

- Perform at the 1st grade reading level.
- Perform at the 1st grade level for mathematics.
- Perform at the 1st grade level for science.
- Perform at the 1st grade level for social studies
- Demonstrate a community service orientation appropriate for their level.

ACADEMIC GOALS

The academic goals of Washington Park Community School are :

- All students who have attended Washington Park Community School in Kindergarten and First Grade will be able to read independently and to express themselves in writing before they enter second grade.

ACADEMIC GOALS (Continued)

- At the minimum, students who have attended Washington Park Community School for at least two years will perform at their grade level in Reading, Language Arts, and Mathematics.
- Upon completion of eighth grade, students will have developed the factual and conceptual knowledge necessary to perform effectively in their social sciences studies in grades 9 – 12.
- Upon completion of the eighth grade, students will have developed a scientific foundation upon which they can build a more advanced knowledge of the sciences during grades 9 – 12.
- Upon completion of the eighth grade, students will have developed a foundational knowledge of the arts upon which they can refine their abilities to observe, analyze and participate in the arts.
- Upon completion of the eighth grade, students will have the knowledge upon which they can make independent choices about nutrition, physical fitness and recreation.

Assessment System

To determine the extent to which students are meeting the learning objectives of each subject, curriculum assessments will be administered frequently. In fact, within the reading, language, and math courses, tests to determine mastery of the subject matter will be administered at least every 8-10 lessons. If the assessments indicate that the students have not mastered the subject matter, the teacher will repeat the lesson until the students have reached mastery. Assessments within the other subject areas will also be administered on a regular basis. For example, curriculum based assessments will be administered after each section of learning for Science and Social Studies. These assessments will indicate to the teacher and the students the extent to which the material was learned. Adjustments to the curriculum will be made based upon the results of testing.

Students in grades K-8 will also be benchmarked tested 3 times per year using AIMSweb. Student that fall below the established target, will receive targeted intervention and receive regular progress monitoring to track their performance. Washington Park also administer

As for year-end assessments, Washington Park Community School will administer the Ohio Achievement Assessments, PARCC English Language Arts & Mathematics in grades 3-8, OCBA Social Studies and Science in grades 4,5,6, & 8, the IOWA Test of Basic Skills in grades K-2.

Special Needs Services and Supports

Special Education Service Delivery Plan

I. Description of Service

All special education teachers work as consultants with the regular education teachers, developing techniques and strategies, such as adjusting the regular curriculum for appropriate instruction. The model used is one of mainstreaming and inclusion. The special education teacher will also provide services one on one, or in small groups, or in a learning center according to students' IEPs. Services are provided cross-categorically. Services for students with disabilities will be provided in accordance with team recommendations and parental approval.

II. Staff Development Activities

SERRC workshops and other Special Education in-services will be available to staff.

III. Evaluation

IEP objectives will be used as one measure to determine student progress. Grades, standardized/proficiency test results, attendance, behavior rating scales, level system progression, testimonials from teachers, parents, principals, and school psychologists are all additional ways to evaluate the models.

IV. Collaboration

The daily schedule for the Washington Park Community School will allow for common planning times.

Washington Park Community has adopted ODE model policies and procedures for the education of children with disabilities which comply with ORC Chapter 3323 and PL105-17 The Reauthorized Individuals with Disabilities Education Act of 1997 (I.D.E.A.), will be adopted and implemented. The school will operate in accordance with these procedures for the duration of the contract.

Teacher to Student Ratio

There will be no more than 26 students to one certificated teacher.

School Transportation Plan

Washington Park Community School will access the available options for student transportation specified in ORC. 3314.

ATTACHMENT 6.5
RACIAL AND ETHNIC BALANCE

1. Plan to achieve and continue racial and ethnic balance

DIVERSITY

Diversity- Washington Park Community School commits to a plan by which the school intends to achieve diversity as defined in its enrollment practices.

Marketing Plan – In order to ensure diversity in our school, Washington Park Community will disseminate announcements to the public through as many available routes as is practical, including (but not limited to):

- posting and distributing flyers in various communities and public venues
- attending community organizations' meetings
- taking out advertisements in local newspaper(s)
- promotion on school's website

These methods will help ensure that the invitation to hear directly about the opportunities offered to children is widely circulated. Washington Park Community School will collaborate with organizations to publicize events in the community through the local newspapers, Internet, and appropriate social media. Systematic efforts for outreach to area universities will also be conducted for diversity in employment practices.

Washington Park Community School will use all the methods described above to help ensure that students of all races, languages, disabilities and abilities learn about the opportunities offered to children by our school.

Washington Park Community School does not discriminate against any student based on their intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, national origin, religion, or on any other ground that would be unlawful. All marketing materials will be available in English and other languages as needed.

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

I. Policy Rationale and Philosophy:

Every effort should be made to prevent the use of restraint and the use of seclusion. A non-aversive effective behavioral system such as Positive Behavioral Intervention and Supports (PBIS) shall be used to create a learning environment that promotes the use of evidence-based behavioral interventions, thus enhancing academic and social behavioral outcomes for all students.

Washington Park Community School believes that the school environment should be one that ensures the care, safety, and welfare of all students and staff members. Efforts to promote positive interactions and solutions to potential conflict should be exhaustive. In the event that an individual's behavior presents a threat of imminent harm to self or others the use of approved physical intervention or seclusion strategies to maintain a safe environment may be used as a last resort. Washington Park Community School Board policy states:

II. Definitions:**a. Positive Behavior Interventions and Support**

- i. A school-wide systematic approach to embed evidence-based practices and data driven decision making to improve school climate and culture in order to achieve improved academic and social outcomes, and increase learning for all students, and
- ii. Encompasses a wide range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors and teach appropriate behavior to students.

b. Physical Restraint

- i. The use of physical contact that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Such term does not include a physical escort, mechanical restraint, or chemical restraint.
- ii. Physical restraint may be used only when there is an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible, and only in a manner that is age and developmentally appropriate.
- iii. Physical restraint does not include brief, but necessary physical contact for the following or similar purposes:
 1. To break up a fight;
 2. To knock a weapon away from a student's possession;
 3. To calm or comfort;
 4. To assist a student in completing a task/response if the student does not resist the contact;
 5. To prevent an impulsive behavior that threatens the student's immediate safety (i.e. running in front of a car).

c. Seclusion:

The involuntary isolation of a student in a room, enclosure or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier. It does not include a timeout.

d. Time out:

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

III. Requirements for the use of Restraint:

Given an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible, if physical restraint is applied the staff must:

- a. Implement in a manner that is age and developmentally appropriate;
- b. Ensure safety of other students and protect the dignity and respect of the student involved. Combine use with other approaches (non-physical interventions are always preferred) that will diminish the need for physical intervention in the future;
- c. Use the least amount of force necessary, for the least amount of time necessary;
- d. be appropriately-trained;
- e. continually observe the student in restraint for indications of physical or mental distress;
- f. Contact appropriate emergency entities according to district crisis policy if at any point the staff assesses that the intervention is insufficient to maintain safety of all involved;
- g. Remove the student from physical restraint immediately when the immediate risk of physical harm to self or others has dissipated;
 - i. Following the use of physical restraint, the individual should be assessed for injury or psychological distress and monitored as needed following the incident.
- h. Complete all district required reports and document staff's observations of the student.
 - i. The district Incident Report shall be completed upon occurrences of physical restraint or seclusion.
 - ii. Completion of the form must occur within 24 hours.
 - iii. A copy must be made available to parent/guardian within 24 hours.
 - iv. Additionally, staff should attempt to contact parent/guardian during the same day of incident.
- i. De-brief, include all involved staff, student and parents; evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs;
 - i. Debrief utilizing the district's Incident Report.
 - ii. A copy of the form must be sent to building administration.
 - iii. During the debrief, if this behavior is noted as a pattern of dangerous behavior that leads to the use of restraint and/or seclusion, a Functional Behavior Assessment, and/or a Behavior Intervention Plan must be completed.

IV. Prohibited Practices for Use of Restraints:

Staff members are not to use any physical restraints for which they have not been trained by the district.

Staff members are not to use any unauthorized physical restraints.

This includes but is not limited to:

- a. Prone restraint;
- b. Any form of physical restraint that involves the intentional, knowing, or reckless use of any technique that involves the use of pinning down a student by placing knees to the torso, head, and or neck of the student;

- c. Using any method that is capable of causing loss of consciousness or harm to the neck or restricting respiration in any way;
- d. Uses pressure point, pain compliance, or joint manipulation techniques;
- e. Corporal punishment;
- f. Dragging or lifting of the student by the hair or ear or by any type of mechanical restraint;
- g. Child endangerment, as defined in section 2919.22 of the Revised Code;
- h. Deprivation of basic needs;
- i. Seclusion or restraint of preschool children in violation of paragraph (D) of Rule 3301- 37-10 of the Revised Code;
- j. Chemical restraint;
- k. Mechanical restraint (that does not include devices used by trained school personnel, or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed);
- l. Using other students or untrained staff to assist with the hold or restraint;
- m. Securing a student to another student or fixed object;
- n. Aversive behavioral interventions; or
- o. Seclusion in a locked room or area.

V. **Requirements for Use of Seclusion**

Given a threat of immediate risk of physical harm to the student or others, as outlined in Board Policy, the following principles must always be applied:

- a. A room or area used for seclusion must:
 - i. Provide for adequate space, lighting, ventilation, clear visibility and the safety of the student; and
 - ii. Not be locked.
- b. Staff must:
 - i. Implement in a manner that is age and developmentally appropriate;
 - ii. Ensure safety of other students and protect the dignity and respect of the student involved;
 - iii. The least amount of time necessary;
 - iv. Be appropriately-trained;
- c. Staff must continually observe the student for the duration of the seclusion;
- d. If at any point the staff assesses that the intervention is insufficient to maintain safety of all involved, emergency personnel will be contacted.
- e. Seclusion ceases when the immediate risk of physical harm to self or others has dissipated;
 - i. Upon each use of seclusion, the student shall be assessed for injury or psychological distress and monitored as needed following the incident.
- f. Complete all required reports and document staff's observations of the student;
- g. Conduct a de-briefing, utilizing the district's Incident Report, include all involved staff, to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs. (This may also include a debriefing with the student and parent.)
 - i. During the debrief, if this behavior is noted as a pattern of dangerous behavior that leads to the use of restraint and/or seclusion, a Functional Behavior Assessment, and Behavior Intervention Plan must be completed.

- h. The Incident Report is to be completed upon occurrences of physical restraint or seclusion.
 - i. Completion of the form must occur within 24 hours.
 - ii. A copy must be made available to parent/guardian within 24 hours.
 - iii. Additionally, staff should attempt to contact parent/guardian during the same day of incident.

VI. Prohibited Practices for Use of Seclusion:

- a. Use of seclusion in any environment that does not meet the above criteria.
- b. Child endangerment, as defined in section 2919.22 of the Revised Code;
- c. Deprivation of basic needs;
- d. Seclusion or restraint of preschool children in violation of paragraph (D) of Rule 3301-37-10 of the Revised Code;
- e. Seclusion shall not be used;
 - i. As a form of discipline/punishment;
 - ii. As a means to coerce, retaliate or in a manner that endangers a student;
 - iii. For the convenience of staff;
 - iv. As a substitute for an educational program;
 - v. As a substitute for less restrictive alternatives;
 - vi. As a substitute for inadequate staff; and/or
 - vii. As a substitute for positive behavior supports or other crisis prevention.

VII. Reporting and notification

- a. Any incident of seclusion or restraint shall be immediately reported to building administration and the parent.
- b. Any incident of seclusion or restraint shall be documented in a written report that is made available to the parent within twenty-four hours and that is maintained by the school district, in the student file.
- c. The district shall annually report information regarding its use of restraint and seclusion to the Ohio Department of Education in the form and manner as prescribed by the department.

VIII. Training and professional development

- a. The district will ensure that an appropriate number of personnel in each building are trained in crisis management and de-escalation techniques.
- b. The school district will maintain written or electronic documentation on training provided and lists of participants in each training.
- c. All student personnel shall be trained annually on the requirements of this policy, Ohio Adm. Code 3301-35-15, and the district's policies and procedures regarding restraint and seclusion.
- d. The district will have a plan regarding training student personnel as necessary to implement positive behavior intervention and supports on a system-wide basis.

IX. District Monitoring

- a. The district shall monitor the implementation of this policy and the district procedures.
- b. These policies and subsequent procedures can possibly be accessible on the district's website.
- c. The district shall be responsible for notifying all parents annually of its policies and procedures concerning seclusion and restraint via the student handbook.

X. Complaint

- a. The district will create a complaint procedure.
- b. Parents will present written complaints to the Superintendent of Washington Park Community School to initiate a complaint investigation by the school district regarding an incident of restraint or seclusion; and
- c. The district will respond to the parent's complaint in writing within thirty (30) days of the filing of a complaint regarding an incident of restraint or seclusion.
- d. The parent of a student with a disability may choose to file a complaint with the Ohio Department of Education, Office for Exceptional Children, in accordance with the complaint procedures available concerning students with disabilities.
- e. In accordance with the consent order entered in *Doe v. State of Ohio*, complaints alleging the improper use of restraint or seclusion on a student with a disability will be investigated by the Ohio Department of Education, Office for Exceptional Children, if the complaint otherwise falls within the procedures concerning state complaints under IDEA as set forth in Ohio Adm. Code Rule 3301-51-05(K) (4)-(6).
- f. Complaints alleging injuries to a student with a disability or the use of restraints or seclusion shall not be deemed insufficient on the face of the complaint if they are framed within the context of IDEA, including:
 - i. A pattern of challenging behaviors that are related to the student's disability;
 - ii. Whether the student has had or should have had a functional behavioral assessment (FBA) and a positive behavior support plan (PBSP);
 - iii. Whether the FBA and PBSP are appropriate;
 - iv. Whether the student's behavior and interventions are addressed or should have been addressed in the IEP; and
 - v. Whether staff has been sufficiently trained in de-escalation and restraint techniques.

SECLUSION AND RESTRAINT DEBRIEFING FORM

Student: _____ Date of Incident: _____

Date of Debriefing: _____

Present:

Name	Position	Signature	Has the staff completed restraint training?

1. Give a brief description of the circumstances (antecedents) leading up to this incident.
2. Give a summary of the incident.
3. What was the intervention used?
4. What was the outcome?
5. From information gained what changes (if any) should be made?

6. Has a support plan been initiated? ___ Yes ___ No

If yes, who was contacted?

7. If applicable, how will the support plan affect any of the following:

- Behavior intervention plan (BIP)
- 504 plan
- Individualized Education plan (IEP)
- Does the team need to reconvene?

If yes, name of person responsible for notifying the team

BIP ___ Yes ___ Date ___ N/A

504 ___ Yes ___ Date ___ N/A

IEP ___ Yes ___ Date ___ N/A

8. Is this a repeated instance of restraint or seclusion, if so, an FBA shall be conducted

Has a Functional Behavioral Assessment (FBA) been initiated? ___ Yes ___ No

NOTE: Process for requesting additional help. (District should insert their specific process to direct teams in next steps for additional help)

9. Additional comments (if any)

STUDENT CODE OF CONDUCT

This conduct policy is issued under Ohio Revised Code Section 3313.661. Its goal is to assure a positive and safe school environment where the school's educational mission can be fulfilled.

This conduct policy applies while a student is on school property or at a school-sponsored activity. It also applies to a student's misconduct off school property that is connected to activities or incidents that occurred on school property. It also applies to a student's misconduct, regardless of where it occurs, that is directed at a school official or employee or the property of a school official or employee.

Any student engaging in a type of conduct listed below is subject to any of the following disciplinary actions, depending upon tier placement, the severity and frequency of the offense and all relevant surrounding circumstances. The actions include: warning, referral to office, after-school detention, in-school suspension, out-of-school suspension, or expulsion.

The types of conduct prohibited by this policy are:

1. Damage, defacement, or destruction of school property, property of a school official or employee, property of another student, or any other private property on school premises.
2. Fighting, instigating a fight, violence, horseplay.
3. Hazing.
4. Disregard of directives from teachers or other school authorities.
5. Buying, selling, attempting to sell, using or possessing any tobacco or any lookalike tobacco product or tobacco paraphernalia, including, but not limited to, cigarettes, cigars, pipes, clove cigarettes, chewing tobacco, snuff, mint snuff, or tobacco in any other form.
6. Buying, selling, attempting to sell, using, possessing or being under the influence of any controlled substance (marijuana, narcotics, etc.), inhalants, or any counterfeit or lookalike controlled substance; buying, selling, attempting to sell, using, or possessing any drug paraphernalia.
7. Buying, selling, attempting to sell, using, possessing or being under the influence of any prescription drug, medication, or inhalant which can be taken internally where the student does not have a legitimate health or other reason for the use or possession of such a substance.
8. Buying, selling, attempting to sell, using, possessing or being under the influence of any alcoholic beverage or intoxicant.
9. Conveying, attempting and/or threatening to convey, or possessing a firearm, explosive, incendiary device, fireworks, smoke bomb, poison gas, Mace, pepper spray, knife, dangerous ordnance or any other weapon.¹

¹ "Firearm" includes any pistol, revolver, rifle, shotgun, or other device designed to or that may readily be converted to expel a projectile through a barrel by the action of an explosive. "Knife" includes any razor, shiv, or other sharp implement with a cutting blade and also includes any implement redesigned, filed down, or altered by the student or another for use as a knife, **capable of causing bodily harm**. "Weapon" includes any device that is either designed by its manufacturer or redesigned or altered by the student or another for use as a weapon, including any device in a student's possession that the student intends to use for the infliction of permanent or temporary bodily harm.

10. Unauthorized possession of a beeper, pager, cellular phone, other electronic communication device, or an electronic laser pointing or light-emitting device.
11. Participation in gang activity or the display of gang-related symbols or messages.
12. Cheating or plagiarism.
13. Forgery of a school or school-related document.
14. Gambling.
15. Stealing
16. Cursing and/or using indecent or obscene language (verbal and nonverbal).
17. Publication, possession or observance of obscene or pornographic material
18. Repeated tardiness.
19. Leaving school premises during school hours without permission of the proper school authority.
20. Violation of the school dress code policy.
21. Disrespect or insubordination to a teacher or other school authority.
22. Disruptive behavior in the classroom/school/school activities.
23. Arson, attempted arson, playing with fire, or possession of lighters or matches.
24. Assaulting, battering and/or inappropriately touching a teacher, other school official or employee, student, or any other person.
25. Harassment of a school official or employee, student, or other person.
26. Threats made towards a school official or employee, student or other person.
27. Misbehavior that disrupts or interferes with any school or school-sponsored activity.
28. Engaging in any sexual acts, indecent exposure, improper display of affection, or other inappropriate behavior which would include, but is not limited to touching or groping a person of the opposite or the same sex.
29. Making a bomb threat or turning in a false fire, tornado, or other disaster alarm.
30. Aiding another student or person to violate school rules or regulations.
31. Commission of a crime or juvenile offense under Ohio's criminal or juvenile codes.
32. Violating the school's acceptable use policy as to computers and the internet.
33. Failing to report the known action or plan of another student or person to a teacher or school official where such action or plan, if carried out, would result in harm to another person or damage to property.
34. Breaking and entering or being present in an area where the student has no legitimate business without permission of a proper school authority.

Except for serious offenses, the goal is to keep a student in school and teach the student that poor choices will lead to removal from school activities. For non-serious offenses, the necessary disciplinary steps will be taken. A student's misconduct, however, is always assessed case-by-case and deviations from the normal sequence may occur depending upon such factors as the

nature and severity of the offense, the age and maturity of the student, the student's prior behavioral or disciplinary record, the student's demonstration of remorse and understanding of why the misconduct was unacceptable, etc. The proper authorities will be contacted in the case of serious offenses such as weapons, drugs, bullying etc.

STUDENT DISCIPLINE PROCEDURE

This policy is issued under Ohio Revised Code Sections 3313.66, 3313.661, and 3313.662 and paraphrases certain requirements and provisions from these statutes.

Should any such statute be amended in a way that is inconsistent with a term of this policy, the amended statute shall prevail.

The requirements of this policy do not apply to:

- a case of normal disciplinary procedures where a student is removed from a curricular activity for a period of less than one (1) school day and is not subject to an out-of-school suspension or expulsion;
- any in-school suspension where the student serves all of the suspension in a supervised learning environment school setting; or
- the emergency removal under Ohio Revised Code Section 3313.66(C) of a student by an administrator or teacher from a curricular activity or from school property where the student's presence poses a continuing danger to students or property or an ongoing threat of disrupting the academic process either within a classroom or elsewhere on school property (in such a removal the procedures appearing in Section 3313.66(C) will apply). The post-removal hearing will be held the next day. Students in grades K-3 who are emergency removed, will be readmitted the next day, and the school will forego the hearing. The school will not initiate suspension or expulsion for students in grades k-3 unless it is necessary to protect the immediate health and safety of the student or others of the student committed a serious offense.

Minor or technical deviations from the procedure outlined in this policy that are not prejudicial to the rights of the student will not taint the discipline of that student.

OUT-OF-SCHOOL SUSPENSIONS

A school Administrator may suspend a student from school for up to ten (10) school days. If fewer than ten (10) school days remain in the school year in which the misconduct occurs, the administrator may require the student to participate in a community service or alternative consequence during the first full week of summer break. In the event the student fails to complete the community service or assigned alternative consequence, the school district may determine the next course of action, providing it is not requiring the pupil to serve the remaining out-of-school suspension at the beginning of the next school year. Students shall be permitted to complete assignments missed during the suspension for 50% credit.

Prior to imposing a suspension, the student will receive written notice of the intent to suspend and be afforded an informal opportunity to appear before the Administrator (or Administrator's designee) to challenge the reason for the intended suspension or otherwise explain his/her actions.

EXPULSIONS / PERMANENT EXCLUSION

The appropriate school administrator may expel a student from school for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in the semester in which the misconduct that gives rise to the expulsion takes place. If fewer than eighty (80) days remain in the school year in which the misconduct occurs, the administrator may apply any remaining part or all of the expulsion period to the following school year.

The Superintendent shall expel a student for a period of (1) one year for bringing a firearm onto school property or to a school-sponsored activity located off school property or at another school. In compliance with federal law, the school administration shall also refer any student expelled for possession of a firearm to the criminal justice or juvenile delinquency system. The administrator also may expel a student for a period of one (1) year for making a bomb threat to a school building or to any premises at which a school-sponsored activity is occurring at the time of the threat, for bringing a knife onto school property or to a school-sponsored activity located off school property or at another school, for possessing a firearm or knife initially brought onto school property by another person, or for committing an act that is a criminal offense when committed by an adult and that results in serious physical harm to persons or property as those terms are defined in Ohio Revised Code Sections 2901.01.

An expulsion under this paragraph may extend, as necessary, into the school year following the school year in which the misconduct that gives rise to the expulsion takes place. Any expulsion under this paragraph may be reduced on a case-by-case basis by the appropriate school administrator based on such factors as the age and maturity of the student, the degree of harm done, the candor and honesty of the student, the student's prior behavioral or disciplinary record, the degree to which the student exhibits remorse for the misconduct, or any other circumstance deemed relevant to the case. For purposes of this paragraph, "firearm" and "knife" have the meanings identified in the school's student code of conduct issued under Ohio Revised Code Section 3313.661.

Prior to an imposing expulsion, the Superintendent will give the student and the student's parent² written notice of the intent to expel and afford the student and parent (and the student's representative, if any) an opportunity to appear before the administrator (or administrator's designee) to challenge the reason for the intended expulsion or otherwise explain the student's actions.

Such notice will include:

- the reason(s) for the intended expulsion; and
- notification of an opportunity for the student, parent, and representative (if any) to appear before the administrator (or administrator's designee) to challenge the intended expulsion

² "Parent" means the student's biological or adoptive parent, guardian, or custodian, as applicable.

or explain the student's action and the time and place to appear (which will be no earlier than three (3) not later than five (5) school days after such notice is given unless this time limit is extended at the request of the student, parent, or representative).

If the student withdraws from school after the misconduct that gives rise to the hearing but prior to the hearing itself or subsequent decision to impose an expulsion, expulsion proceedings will nevertheless proceed.

PROCEDURE FOLLOWING OUT-OF-SCHOOL SUSPENSIONS AND EXPULSIONS

Within one (1) school day after a student's expulsion or suspension the administrator (or other school official who imposed the discipline in the case of a suspension) will notify the parent in writing of the expulsion or suspension. Such notice will include:

- the reasons for the expulsion or suspension
- notice of the right of the pupil or parent to appeal to the Board (or Board's designee), to be represented during such appeal, and to be heard against the expulsion or suspension;
- notice of the right to request that the appeal be heard in executive session; and
- if the expulsion is for more than 20 school days or if, regardless of its length, the expulsion extends into the following semester or school year, the notice will also provide the student and parent with information about services or programs offered by public and private agencies (including names, addresses, and phone numbers) that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident giving rise to the expulsion;
- if the student is at least age 16, notice that the expulsion may be subject to an extension under Ohio Revised Code Section 3313.66(F) and that the Director may seek the student's permanent exclusion if the expulsion or suspension was based on an offense listed in Ohio Revised Code Section 3313.662 and the student is convicted of or adjudicated a delinquent child for that violation.

The student or parent may appeal the expulsion or suspension to the Board (or Board's designee) and be represented at such appeal. If requested by the student, parent, or representative (if any), the appeal will be heard in executive session. Any deliberations after the hearing may be held in executive session irrespective of the student's or parent's wishes. Action on the appeal must occur at a public meeting. The Board (by majority vote of its full membership)--or the Board's designee, if applicable--may affirm, reverse, vacate, or modify the expulsion or suspension. This decision may be appealed in accordance with Ohio Revised Code Chapter 2506. To perfect such an appeal, notice of the appeal must be filed with the Board and the Common Pleas Court of Cuyahoga County within 30 calendar days of the decision. **The treasurer will be notified by the principal within one day of an expulsion.**

Prior to the suspension of a student in grades k-3, the administrator must consider consulting with a mental health professional.

HONORING SUSPENSIONS OR EXPULSIONS FROM OTHER SCHOOLS

The appropriate school Administrator, after offering an opportunity for a hearing, may temporarily deny admission to any student currently suspended or expelled from another school until the expiration of that suspension or expulsion period. If such prior suspension or expulsion was from a school outside Ohio, such temporary denial will persist until the earlier of (A) the expiration of the suspension or expulsion period, or (B) the expiration of the period for which the student would have been suspended or expelled under the Washington Park Community School's student conduct policy had the student's out-of-state offense been committed here.

DISCIPLINE PROCEDURES FOR STUDENTS WITH DISABILITIES

Students with disabilities may be suspended for a period of up to ten (10) school days for a violation of the student code of conduct. Students and parents will be notified of the disciplinary action in a timely manner. Additional days of suspension or removal from school beyond ten (10) days may be assigned to students with disabilities if the school follows the procedures described in the book **Ohio Model Policies and Procedures for the Education of Children with Disabilities and the New Ohio Operating Standards and Procedures (2008)**. This document is available in the office and will be made available to you to review upon request.

Suspension/ Expulsion of Disabled Students

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

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

The School may unilaterally remove a student with a disability who violates a code of student conduct from the student's current placement for not more than 10 school days. This option may be used only if the disciplinary action is consistent with actions taken against non-disabled students. The School may place students removed under the 10-day rule in an appropriate interim alternative educational setting ("IAES") if applicable (see below), another setting, or suspend them. Removals under the 10-day rule are not considered a "change of placement" and the School is not obligated to provide services to students during those removals. The School can use the 10-day rule to remove a student for either a single removal of 10 consecutive school days; or a series of shorter-term removals over the course of the school year that are more than 10 consecutive school days during that school year, so long as those removals do not constitute a pattern of removals (and therefore, a change of placement).

Removals of More than 10 Days - Change of Placement

A change of placement occurs if a removal is for more than 10 consecutive school days; or if a student is subjected to a series of removals which accumulate to over 10 school days, that constitute a pattern. If a change of placement occurs (after a MDR (see below)), then the School

must notify the parents or guardians of that decision. This notice must inform the parents or guardians of all the procedural safeguards accorded under the law. These safeguards include a manifestation determination review, a right to receive services, and a continuation of services for a free appropriate public education. The School must provide services that:

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

Manifestation Determination Review ("MDR")

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

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

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

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

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

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

If a student's behavior was not a manifestation of the disability, the School will still take steps to attend to the student's behavior. The student must receive, as appropriate, a functional behavior

assessment, behavioral intervention services and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

Exceptions to the MDR Requirement – The Unilateral Change in Placement and 45-Day Rule
School personnel may remove a student to an IAES for up to 45 school days, without a prior MDR or IEP meeting, when a student:

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

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

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

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

Due Process Complaint

Parents or guardians who disagree with any decision regarding placement or the outcome of an MDR may appeal the decision through the filing of a due process complaint. The School may request a hearing to change a student's placement if the School believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. Under those circumstances, the hearing officer may order a change in placement of a student with a disability to an IAES for a period of up to 45 school days if the hearing officer agrees with the School's assessment.

During any due process proceedings, the student's placement, through a disciplinary action, must not change unless the parents/guardians and the School agree otherwise, or upon admissions to

the School and parent/guardian consent. The School may change the student's placement when taking disciplinary actions that constitute a change of placement against students with disabilities, or students who may be eligible for IDEA services.

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

Washington Park does not have a school resource officer, but if one is hired, the officer will follow all aspects of HB 318.

ATTACHMENT 6.12 ADMISSIONS POLICY

1. Admissions and enrollment policy and procedures, including:
 - a. Specification that the school will not discriminate in its admission of students on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude (unless at-risk limitations apply)
 - b. Specification that the School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3314.64 or 3313.65, except that the School may limit to:
 - i. Students who have obtained a specific grade level or are within a specific age group,
 - ii. Students who meet the definition of “at risk,” or
 - iii. Residents of a specific geographic area
 - c. Wait list and lottery procedures
2. Enrollment and attendance policy, which must require that parents notify the community school in which their child is enrolled when there is a change in the parent’s or student’s primary residence
3. Student residency and address verification policy, which must requires schools to verify the address of enrolling students and annually verify the residency of attending students, and must specify the number and type of documents to be used for residency verification
4. Open Enrollment Policy, if applicable
5. At-Risk Definitions, including gifted, if applicable

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

ADMISSION AND ENROLLMENT

Washington Park Community School adopts the following Policy regarding the admission and residency of students. The staff is directed to ensure that all forms and regulations are fully executed and conform to this Policy.

Washington Park Community School permits the enrollment of students who reside in any district in the State of Ohio. Admission to the School shall be open to any individual age 5 to 22 who is entitled to attend school under section 3313.64 or 3313.65 of the Ohio Revised Code in a school district in the state. Washington Park will not discriminate in the 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); will not exceed the capacity of our school's programs, classes, grade levels, or facilities. Upon admission of any student with a disability, Washington Park will comply with all federal and state laws regarding the education of students with disabilities.

Preference shall be given to students attending Washington Park Community School the previous year and students who reside in the Cleveland Municipal City School District. Preference may also be given to siblings of students who attended in the previous year.

Children must be at least 5 years of age by August 1 of the academic year in which they desire to enroll in order to apply for admission to the School.

If the number of applicants exceeds the enrollment capacity for any grade level, a lottery will be held for those grade levels affected from all applications received prior to the initial application cut-off date, giving preference to students in the primary then secondary tier enrollment areas, in that order. The lottery, if required, will occur during the Board of Directors' meeting during the month of April at the School, unless a different time and location is selected and publicized. Any person may be present during the lottery process, and all parents of children selected in the lottery will be notified of the selection by regular mail. Parents/guardians will have up to 7 days from receipt of the certified mail to inform the school if their child will attend the School. If a parent/guardian does not respond within 7 days of receipt of the certified mail, the parents of the first child on the waiting list established through the lottery will be advised that their child may enroll in the school.

Washington Park Community School requires students to produce documents verifying the students' address and residence upon admission and once annually throughout the student's enrollment in Washington Park. To provide acceptable proof of residency, parent/guardians must provide at least one of the following documents:

- A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill; Note: a rent receipt is not satisfactory proof of residency
- A utility bill or receipt of utility installation issued within 90 days of enrollment or annual verification;
- A paycheck or paystub issued to the parent/guardian or student within 90 days of enrollment or annual verification that includes the parent/guardian's or student's primary residence;

- Any other official document issued to the parent/guardian or student that includes the parent/guardian or student's primary residence.

These items must be current and include the parent/guardian's name and a street address; a P.O. box address cannot be used to validate residency records. Any and all of the above information may also be required of any parents/guardians of students who are already enrolled, when in the judgment of responsible school officials, a question of residency remains. Washington Park monthly will review residency records of enrolled students. At least once each school year, parents must again provide proof of current residency. Parents/guardians must also notify the School and provide appropriate verification when there is a change in the location of the parent's/guardian's or student's primary residence while the student is enrolled in Washington Park Community School.

To register/enroll a student for school, a parent/guardian must bring the following information to the school:

- Birth certificate or document permitted to be accepted in lieu of a birth certificate under section 3313.672 of the Ohio Revised Code (such document must be provided upon registration/enrollment or within 90 days of the child's initial entry into school);
- Health records listing up-to-date immunizations;
- Proof of Residency (see above);
- A certified copy of any court order, power of attorney, or affidavit designating parenting rights or identifying a residential parent; and
- Records given the student by the public or nonpublic school the student most recently attended, including the student's IEP, if applicable.

ADMISSION AND ENROLLMENT

Washington Park Community School adopts the following Policy regarding the admission and residency of students. The staff is directed to ensure that all forms and regulations are fully executed and conform to this Policy.

Washington Park Community School permits the enrollment of students who reside in any district in the State of Ohio. Admission to the School shall be open to any individual age 5 to 22 who is entitled to attend school under section 3313.64 or 3313.65 of the Ohio Revised Code in a school district in the state. Washington Park will not discriminate in the 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); will not exceed the capacity of our school's programs, classes, grade levels, or facilities. Upon admission of any student with a disability, Washington Park will comply with all federal and state laws regarding the education of students with disabilities.

Preference shall be given to students attending Washington Park Community School the previous year and students who reside in the Cleveland Municipal City School District. Preference may also be given to siblings of students who attended in the previous year.

Children must be at least 5 years of age by August 1 of the academic year in which they desire to enroll in order to apply for admission to the School.

If the number of applicants exceeds the enrollment capacity for any grade level, a lottery will be held for those grade levels affected from all applications received prior to the initial application cut-off date, giving preference to students in the primary then secondary tier enrollment areas, in that order. The lottery, if required, will occur during the Board of Directors' meeting during the month of April at the School, unless a different time and location is selected and publicized. Any person may be present during the lottery process, and all parents of children selected in the lottery will be notified of the selection by regular mail. Parents/guardians will have up to 7 days from receipt of the certified mail to inform the school if their child will attend the School. If a parent/guardian does not respond within 7 days of receipt of the certified mail, the parents of the first child on the waiting list established through the lottery will be advised that their child may enroll in the school.

Washington Park Community School requires students to produce documents verifying the students' address and residence upon admission and once annually throughout the student's enrollment in Washington Park. To provide acceptable proof of residency, parent/guardians must provide at least one of the following documents:

- A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill; Note: a rent receipt is not satisfactory proof of residency
- A utility bill or receipt of utility installation issued within 90 days of enrollment or annual verification;
- A paycheck or paystub issued to the parent/guardian or student within 90 days of enrollment or annual verification that includes the parent/guardian's or student's primary residence;

- Any other official document issued to the parent/guardian or student that includes the parent/guardian or student's primary residence.

These items must be current and include the parent/guardian's name and a street address; a P.O. box address cannot be used to validate residency records. Any and all of the above information may also be required of any parents/guardians of students who are already enrolled, when in the judgment of responsible school officials, a question of residency remains. Washington Park monthly will review residency records of enrolled students. At least once each school year, parents must again provide proof of current residency. Parents/guardians must also notify the School and provide appropriate verification when there is a change in the location of the parent's/guardian's or student's primary residence while the student is enrolled in Washington Park Community School.

To register/enroll a student for school, a parent/guardian must bring the following information to the school:

- Birth certificate or document permitted to be accepted in lieu of a birth certificate under section 3313.672 of the Ohio Revised Code (such document must be provided upon registration/enrollment or within 90 days of the child's initial entry into school);
- Health records listing up-to-date immunizations;
- Proof of Residency (see above);
- A certified copy of any court order, power of attorney, or affidavit designating parenting rights or identifying a residential parent; and
- Records given the student by the public or nonpublic school the student most recently attended, including the student's IEP, if applicable.

Respectfully Submitted,

Washington Park Community School Board of Directors

Approved and Adopted:


Margaret MacLearie, President

MAY 23, 2019
Date

ATTACHMENT 6.13 ATTENDANCE POLICIES

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including both the 105 hour automatic withdrawal procedures for students prior to November 1, 2018 and the 72 hour automatic withdrawal procedures for students after that date

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.

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 take such actions as necessary to enforce the compulsory education laws.

A student is excessively absent from school if a student is absent from school with or without legitimate excuse for thirty-eight (38) or more hours in one (1) school month or sixty-five (65) 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) hours or more in one school year.

Legitimate excuses for the absence of an otherwise habitually truant include but 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 from the school who knows the child, 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 determination that the student is habitually truant, the school will make at least three (3) reasonable, meaningful attempts to secure the child's parent, guardian, or custodial 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 that 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 parents with written notice of the plan within seven (7) days of development.

If a student becomes habitually truant during the last twenty-two (22) days of the school 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 the 2017-2018 school year, the School shall employ absence intervention strategies for all students who are excessively absent from School. Such strategies 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. Taking legal action under R.C. 2919.222, 3321.20, and/or 321.38.**

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) 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.

R.C. 2151.011, 2151.27, 3314.03(A)(6), 3321.01, 3321.041, 3321.13-191

Margaret MacLerie

ADMISSIONS

Washington Park Community School adopts the following policy regarding the admission and residency of students. The staff is directed to ensure that all forms and regulations are fully executed and conform to this policy.

Washington Park Community School permits the enrollment of students who reside in any district in the State of Ohio.

The residence of a minor child is ordinarily presumed to be the legal residence of the child's parent or legal guardian having legal custody of the child.

Washington Park Community School is open to any student entitled to attend school per ORC Section 3313.64. Washington Park Community School will not discriminate in the 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); will not exceed the capacity of our school's programs, classes, grade levels or facilities and shall admit students by lot if the number of applicants exceeds the school's classroom capacity (26).

Preference shall be given to students attending Washington Park Community School the previous year and preference may be given to siblings of students who attended in the previous year.

Children must be at least five years of age by August 1st of the academic year in which they desire to enroll in order to apply for admission to the school.

If the number of applicants exceed the enrollment capacity for any grade level, a lottery will be held for those grade levels affected from all applications received prior to the initial application cut-off date, giving preference to students in the primary then secondary tier enrollment areas, in that order. The lottery, if required, will occur during the Board of Directors meeting during the month of April at the school, unless the Principal selects and publicizes a different time and location. Any person may be present during the lottery process and all parents of children selected in the lottery will be notified of the selection by regular mail. Parents will have up to seven (7) days from receipt of the certified mail to inform the school if his/her child will attend the School. If a parent does not respond within seven (7) days of receipt of the certified mail, the parents of the first child on the waiting list established through the lottery will be advised that their child may enroll in the school.

To register/enroll a student for school, the parent or guardian must bring the following information to the school:

- Birth Certificate (Original) or document permitted to be accepted in lieu of a birth certificate under ORC Section 3313.674 (such document must be provided upon registration/enrollment or within 90 days of the child's initial entry into school)
- Health Records (listing up-to-date immunizations)
- Proof of Legal Custody (if applicable)
- Current IEP (if applicable) with parent signature

Margaret MacLearie

Non-Classroom-Based Learning

It is recognized that students at Washington Park Community School are not bound by their classroom for learning experiences. On occasion, our students participate in learning enhanced field trips. Students also have tutoring experiences when deemed appropriate. While suspension/expulsion is not a common occurrence with our students, if a student is suspended out-of-school, they will be provided with internet or independent study. Assignments are provided.

The school has purchased various internet-based programs which students can access any place where the internet is available. The Cleveland Municipal Library visits the school to guarantee each student who wants one is given a library card.

ATTENDANCE

Students must attend Washington Park Community School regularly in accordance with the laws of the State. The educational program offered by the School is founded upon the presence and punctuality of the student and requires continuity of instruction and student participation. If a student is not able to attend school, the student's parent/guardian must telephone the school on the day of the absence and provide a written notice indicating the cause of the absence upon the student's return to school. A student who, without legitimate excuse, fails to participate in 72 consecutive hours of the learning opportunities provided to that student will be automatically withdrawn from the School.

Reasons for excused absences include, but are not necessarily limited to:

- A. Personal illness;
- B. Personal mental illness such that the student will not benefit from instruction;
- C. Illness in the family necessitating the presence of the child;
- D. Quarantine of the home;
- E. Recovery from an accident;
- F. Required court attendance;
- G. Death in the family;
- H. Observation or celebration of a bona fide religious holiday;
- I. Necessary work at home due to the absence or incapacity of a parent/guardian; and
- J. An emergency or set of circumstances that, in the judgment of the School, constitutes good and sufficient cause of absence.

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 4 days per school year. The student must complete any classroom assignment he or she misses due to the absence.

The School will endeavor to address and ameliorate student truancy problems through a variety of prevention and intervention strategies. These measures may include, but are not limited to, the following:

- A. Notification of a student's parents/guardians of the student's absence;
- B. Development and implementation of an absence intervention plan for students with excessive absences on a case-by-case basis, which may include supportive services for students and families;
- C. Provision of counseling for students who are habitual truants;
- D. Provision of parental involvement programs for parents/guardians of students who are habitual truants;
- E. Provision of truancy prevention mediation programs for parents/guardians of students who are habitual truants;
- F. Notification to the registrar of motor vehicles as appropriate of student absences; and
- G. Legal action as appropriate.

For the purposes of this Policy, "habitual truant" means any child of compulsory school age who is absent without legitimate excuse for 30 or more consecutive hours, 42 or more hours in one

school month, or 72 or more hours in a school year. For the purposes of this policy, a student is “excessively absent” if he or she is absent without legitimate excuse for 38 or more hours in one school month or 65 or more hours in a school year.

ATTACHMENT 8.2
DISMISSAL OF EMPLOYEES

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

Discipline and Termination of Employment

All employees are expected to meet Washington Park Community School's standards of work performance and conduct. When an employee deviates from these rules and standards, corrective action will be taken. Infractions that may result in discipline include, but are not limited to, performance-related problems, violations of Washington Park Community School's rules and policies, and for behaviors that Washington Park Community School deems unacceptable.

Performance Coaching

If after evaluating the performance of an employee, the school Administrators determines that the employee's performance does not meet the standards of the school, then the school administrators may engage the employee in the Performance Coaching process. This process shall not interfere with the school's right to terminate an employee.

Generally, there are three steps in performance coaching:

1. The appropriate school administrators will meet with the employee to discuss the performance problem(s) and to identify ways to improve the employee's performance.
2. If the employee's performance does not improve, or if improvement is not sustained, another meeting will be held between the school administrators and the employee to discuss the employee's performance.
3. If the employee's performance still does not improve, or is not sustained to the level satisfactory to the school administrators, then appropriate action should be taken, which may include termination.

Termination

Washington Park Community School is an at-will employer. An employee may be terminated from his or her employment at Washington Park Community School without cause. Among other reasons, employees may be terminated for illegal, unethical and immoral actions. The following is a partial list of illegal, immoral and unethical actions, which may be cause for termination.

- Theft
- Intentional destruction or unauthorized use of school property, visitor property or the facility in which the school is housed
- Falsification of records
- Pattern of performance which does not meet the school's standards
- Willful and persistent violation of Board policy
- Immorality
- A pattern of poor attendance
- Disclosing a question to a student on a State proficiency test
- Threatening, assaulting or abusing any student, employee, visitor, etc.
- Fighting, other physical violence, or verbal abuse
- Possession of firearms or explosives

- Intoxication or use of alcohol during working time or on school property
- Use, sale, possession or functioning under the influence of unlawful drugs or other controlled substances during school (work), at a school event or on school property
- Sleeping during work hours
- Neglecting duties or disrupting the performance of others
- Insubordination
- Violation of school safety or security measures
- Engaging in outside business activities that conflict with school interests
- Other illegal, unethical or immoral actions.
- On the last day of employment, the employee will be required to surrender all school property.

Disposition of Employees (if the school permanently closes)

In the event the Washington Park Community School is closed, employees will receive notice of this in writing as soon as possible. Employment is at-will, so there are not contractual issues. Insurance benefits can be continued through COBRA, and employees will be notified of this.

Since Washington Park does not accrue either vacation or sick days, this will not be an issue for employees. Employees will be notified of their rights to apply for unemployment compensation and will be provided with information about this. All accrued wages will be paid to the employees, by using carryover funds if necessary, and will be paid in full on the last day of operation.

ATTACHMENT 8.2
DISMISSAL OF EMPLOYEES

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

Performance Evaluation

Effective with the 2015-2016 school year, Instructional Leaders and Certified Teachers will be evaluated by utilizing the OPES and OTES process as outlined by the Ohio Department of Education.

The results of the performance evaluation will be used to determine continuation of employment and compensation for the following year.

Non-certificated, will receive one formal performance evaluation feedback session during the year. The performance session should occur in May. The Director of Operations and the appropriate school Administrators will complete the performance evaluation and feedback session. The performance evaluation process is designed to provide the information employees' need in order to maintain or improve their performance. The results of the performance evaluation will be used to determine continuation of employment and compensation for the following year.

Recording Hours Worked

All non-exempt employees (hourly) are required to complete daily time cards indicating all hours worked, unless they are classified as exempt. Time cards are located in the school's main office. Sick days, personal days and absences such as jury duty will be specifically noted on the time cards for days on which they occur. **Each employee must process his or her own time card upon arrival and departure.**

Work Scheduling and Overtime

Nonexempt employees (hourly) are not permitted to work more than eight (8) hours per day and are not permitted to work more than forty (40) hours during a workweek unless the additional work is ordered and approved in advance by the Director of Operations.

From time to time, overtime may be required due to high workload demands or to cover unforeseen absences, with or without prior notice.

Hourly employees who perform overtime work will be paid one-and-one-half times their regular rate of pay for every hour worked over 40 hours in a seven-day workweek. Overtime pay is based only on hours actually worked. Sick leave, jury duty, and other hours paid but not worked are not considered when calculating overtime.



WASHINGTON PARK COMMUNITY SCHOOL
4000 Washington Park Blvd., Newburgh Hts. Ohio 44105
216-271-6055 216-271-6099 Fax
"Patriots Come Here to Learn"

PLAN FOR DISPOSITION OF EMPLOYEES

- In the event the Washington Park Community School is closed, employees will receive notice of this in writing as soon as practical.
- Employment is at-will, so there will be no contractual issues.
- Insurance benefits can be continued through COBRA, and employees will be notified of this.
- Since Washington Park does not accrue either vacation or sick days, this will not be an issue for employees.
- Employees will be notified of their rights to apply for unemployment compensation and will be provided with information about this.
- All accrued wages will be paid to the employees, by using carryover funds if necessary, and will be paid in full on the last day of operation.

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.

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.

Full time employees receive sick days and personal days off with pay. Employees contribute to SERS or STRS retirement and the Board contributes an additional 14% of each employee's pay on behalf of the employee into their retirement accounts

In addition to their wages, each employee can subscribe to medical care, short term disability, long term disability, dental coverage, and life insurance. Ninety percent of the premiums are paid by the Board. The employee is responsible for only 10%. All employees receive life insurance and short-and long-term disability.

If employees do not subscribe to the medical or dental coverage, they receive a monthly payment in lieu of medical coverage.

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.

Treasurer Agreement

This agreement is made between Washington Park Community School who conducts business at 4000 Washington Park Blvd, Newburgh Heights, OH and Beth Hargreaves as of the first of July 1, 2018. The agree covers Treasurer work by Beth Hargreaves

The following terms and conditions are agreed by both parties:

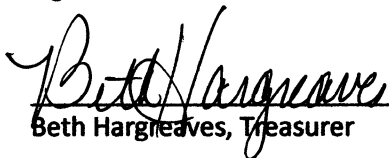
Serves as treasurer and chief fiscal officer to the Board
Projects revenues available
Works cooperatively in spending plans for the school.
Manages investments
Directs and manages all district accounting programs and systems as prescribed by the auditor
Coordinates data processing services for financial accounting and personnel
Provides monthly report of accounts and funds to school personnel and the Board
Works with school's legal advisor when necessary
Serves as advisor on matters related to fiscal management
Serves on policy team when requested
Maintains a system of control for inventories of equipment
Assists in the preparation of the annual budget and appropriations
Updates annual facility and equipment statement of values
Files the five year forecast as required by law
Manages all report of GASB and tax forms as required by law including 990
Manages required audits, including state audits
In the event of school closure delivers attendance and fiscal records to the sponsor within 30 days as defined in ORC 3314.023
Performs other duties as requested

Contract period. Beth Hargreaves and the Washington Park Community School agree the terms of this agreement shall begin on the date listed above and continue until terminated by one of the parties.

Compensation. Washington Park Community School agrees to pay \$50 per hour to Beth Hargreaves and payment shall be rendered upon demand.

Financial obligation. Beth Hargreaves agrees that she is an independent contractor, and not an employee of Washington Park Community School. Beth Hargreaves therefore agrees that she is responsible for reporting her own income to the appropriate authorities and is responsible for all tax obligations as required.

Signed


Beth Hargreaves, Treasurer


Margaret MacLearie, Board President
Washington Park Community School

Approved: July 12, 2018

ATTACHMENT 9.3 FISCAL LICENSURE

1. Treasurer's License

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

STATE OF OHIO DEPARTMENT OF EDUCATION
5 Year Professional Superintendent License

BETH A HARGREAVES

THIS LICENSE AWARDED TO

YU1005368

05/08/2017

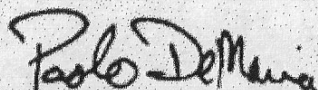
07/01/2017 to 06/30/2022

EDUCATOR STATE ID

ISSUE DATE

EFFECTIVE DATES

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



Superintendent of Public Instruction

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

Credential # 21389897

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

ATTACHMENT 9.4
FISCAL BOND OR POOLED INSURANCE

1. Treasurer's Bond or Insurance Policy Declaration Page

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

The Cincinnati Insurance Company

6200 S GILMORE RD
FAIRFIELD OH 45014-5141

Public Official Bond No. 8897066

KNOW ALL MEN BY THESE PRESENTS:

That BETH HARGREAVES
of YOUNGSTOWN State of OH (hereinafter called the Principal) and
The Cincinnati Insurance Company (hereinafter called the Surety), a corporation organized under the laws of the State of
Ohio with its principal office in the City of FAIRFIELD and the State of OH are held

and firmly bound unto Washington Park Community School
(hereinafter called the Obligee) in the sum of _____
Seventy Five Thousand and No/100 Dollars; (\$75,000.00) for the payment whereof
to the Obligee the Principal binds himself/herself, his/her heirs, executors, administrators, and assigns, and the Surety
binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 5th day of October, A.D. 2018.

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

Now, therefore, the condition of the foregoing obligation is such that if the Principal shall, during the period beginning on the
6th day of November, A.D. 2018, and ending on the 6th day of
November, A.D. 2019, faithfully perform such duties as may be imposed on him/her by law and
shall honestly account for all money that may come into his/her hands in his/her official capacity during such period, then
his/her obligation shall be void; otherwise, it shall remain in full force.

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

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

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

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

Witness:
Paul E. Cruciani
(as to the Principal)

BETH HARGREAVES
Beth Hargreaves
Principal

The Cincinnati Insurance Company
By Paul E. Cruciani
Attorney-in-Fact: Paul E Cruciani

STATE OF Ohio **SS**
COUNTY OF ~~Mahoning~~ Cuyahoga

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

Sworn to by said BETH HARGREAVES

Before me, and by him/her subscribed in my presence this 5th

day of November, A.D. 2018

Laneda F. Reed Notary Public



LANEDA F REED
Notary Public, State of Ohio
My Comm. Expires May 3, 2023
Recorded in Cuyahoga County

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

8897066

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

Paul E Cruciani

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

Any such obligations in the United States,

Thirty Million and No/100 Dollars (\$30,000,000.00).

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

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

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

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

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



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

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



Mark J. Huller

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

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 5th day of October 2018



Beggy J. Schlemmer

Secretary



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2017

ASSETS


Cash	\$ 339,349,633
Bonds	5,974,885,992
Stocks	4,777,208,592
Agents Balance Receivable	1,577,830,776
All Other Admitted Assets	<u>245,604,412</u>
TOTAL ADMITTED ASSETS	<u>\$12,914,879,406</u>

LIABILITIES

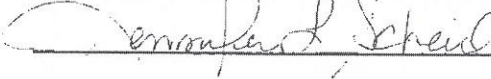
Reserve for Losses and Loss Expense	\$4,776,992,531
Reserve for Unearned Premiums	2,279,405,281
All Other Liabilities	764,915,765
Capital	\$ 3,586,355
Surplus	5,089,979,474
TOTAL LIABILITIES & EQUITY	<u>5,093,565,829</u> <u>\$12,914,879,406</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2017 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 12th day of February,





Jennifer L. Scheid
Notary Public, State of Ohio
My Commission Expires 01-16-2021

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 07/02/2018

Effective 07/01/2018

Expires 06/30/2019

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Multiple Peril - Farmowners
Aircraft	Multiple Peril - Homeowners
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - Liability
Burglary & Theft	Private Passenger Auto - No Fault
Commercial Auto - Liability	Private Passenger Auto - Physical Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Physical Damage	Workers Compensation
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2017 that it has admitted assets in the amount of \$12,914,879,406, liabilities in the amount of \$7,821,313,577, and surplus of at least \$5,093,565,829.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director



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.

brick and mortar

School Name: Washington Park Community School
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2016 through 2018, Actual and
 the Fiscal Years Ending 2019 through 2023, Forecasted

	Actual				
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020
<u>Operating Receipts</u>					
State Foundation Payments (3110, 3211)	\$ 1,627,619	\$ 1,546,648	\$ 1,653,343	\$ 1,500,980	\$ 1,998,260
Charges for Services (1500)	1,717	977	-	-	-
Fees (1600, 1700)	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	14,579	1,264	8,000	500	500
Total Operating Receipts	\$ 1,643,915	\$ 1,548,889	\$ 1,661,343	\$ 1,501,480	\$ 1,998,760
<u>Operating Disbursements</u>					
100 Salaries and Wages	\$ 876,091	\$ 1,054,138	\$ 874,463	\$ 890,565	\$ 898,176
200 Employee Retirement and Insurance Benefits	306,870	313,724	292,969	367,038	376,214
400 Purchased Services	361,880	435,287	373,336	441,573	466,164
500 Supplies and Materials	189,363	263,881	166,574	82,577	91,577
600 Capital Outlay -New	27,525	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-
800 Other	56,977	78,718	74,291	57,430	58,578
819 Other Debt	-	-	-	-	-
Total Operating Disbursements	\$ 1,818,706	\$ 2,145,748	\$ 1,781,633	\$ 1,839,183	\$ 1,890,709
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (174,791)	\$ (596,859)	\$ (120,290)	\$ (337,703)	\$ 108,051
<u>Nonoperating Receipts/(Disbursements)</u>					
Federal Grants (all 4000 except fund 532)	\$ 369,982	\$ 408,898	\$ 288,942	\$ 344,129	\$ 357,425
State Grants (3200, except 3211)	2,643	2,145	2,145	2,500	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	41,479	-	-
Donations (1820)	2,399	626	870	870	870
Interest Income (1400)	67	625	1,031	2,487	2,487
Debt Proceeds (1900)	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-
Transfers - In	-	-	-	-	-

Transfers - Out	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 375,091	\$ 412,294	\$ 334,467	\$ 349,986	\$ 360,782
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 200,300	\$ (184,565)	\$ 214,177	\$ 12,283	\$ 468,833
Fund Cash Balance Beginning of Fiscal Year	\$ 1,135,129	\$ 1,335,429	\$ 1,150,864	\$ 1,365,041	\$ 1,377,324
Fund Cash Balance End of Fiscal Year	\$ 1,335,429	\$ 1,150,864	\$ 1,365,041	\$ 1,377,324	\$ 1,846,157

Assumptions

Staffing/Enrollment

	Actual				
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020
Total Student FTE	221	208	200	207	215
Instructional Staff	13	14.00	15.00	15.00	15.00
Administrative Staff	3	3.00	3.00	2.00	2.00
Other Staff	12	12.00	12.00	6.00	6.00

Purchased Services

	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020
Rent	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	37,443.00	33,994.00	44,082.00	51,022.00	52,042.00
Other Facility Costs	35,112.00	29,820.00	35,752.00	80,680.00	70,680.00
Insurance	13,483.00	13,442.00	12,998.00	9,239.00	9,424.00
Management Fee	-	-	-	-	-
Sponsor Fee	28,168.00	31,212.00	32,852.00	37,462.00	49,956.00
Audit Fees	14,704.00	18,497.00	22,632.00	19,100.00	22,100.00
Contingency	-	-	-	-	-
Transportation	-	-	-	15,000.00	15,000.00
Legal	4,034.00	6,474.00	22,838.00	12,946.00	22,838.00
Marketing	-	-	-	4,200.00	4,200.00
Consulting	-	-	-	72,000.00	75,000.00
Salaries and Wages					
Employee Benefits					
Special Education Services	104,659.00	123,381.00	152,180.00	30,092.00	32,092.00
Technology Services	24,157.00	21,247.00	23,112.00	18,714.00	18,714.00
Food Services				90,000.00	93,000.00
Other	85,268.00	83,813.00	67,458.00	1,118.00	1,118.00
Total	\$ 347,028.00	\$ 361,880.00	\$ 413,904.00	\$ 441,573.00	\$ 466,164.00

Financial Metrics

Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	-5.88%	-3.85%	3.50%	3.86%
Growth in New Capital Outlay	0.00%	-100.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	-5.78%	7.26%	-9.62%	33.12%
Growth in Non-Operating Receipts/Expenses	0.00%	9.92%	-18.88%	4.64%	3.08%
Days of Cash	0.62	0.62	0.65	0.74	0.73

Assumptions Narrative Summary

We are projecting an increase in enrollment of eight students for

FY20. With that increased enrollment comes a corresponding increase in both state and Federal funding. We do not have a salary schedule, but determine salary bonuses based on achievement. It is difficult to predict salary over the course of years for that reason, so a simple 2% increase was projected each year. Two and one-half percent was calculated for benefits across the projection. A 2% increase was calculated each year of the

projection for "other" costs which include various memberships and fees. The Auditor states this should also be used for certain types

of insurance, but this has been disallowed by the educational community. The supplies and materials had a leap of \$10,000 into FY20, to allow for the purchase of some upgraded computers for teaching staff. After that initial leap, the growth is held steady at 2%. Purchased services are calculated at different rates based on particular circumstances. For example, several building projects are already calculated for next year, so that actual projected cost is built into next year's projection. Sponsor fees are calculated based on actual projected state revenues. Special education purchased services were reduced drastically based on hiring of staff. Consulting includes treasury services, tax prep, and educational advisory. We do not have a management company. The school does not have any debt and do not foresee any future debt. We own our building, so while we do not have any rent expenses, there are many improvements we would like to implement in the

Fiscal Year 2019-2020 Projected Debt

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

building. If projections are too high in one area, we will take any available funds and move those into building improvements.

County: Cuyahoga

Forecasted

Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
\$ 2,028,260	\$ 2,028,260	\$ 2,028,260
-	-	-
-	-	-
500	500	500
\$ 2,028,760	\$ 2,028,760	\$ 2,028,760
\$ 916,139	\$ 934,462	\$ 953,151
385,619	395,259	404,435
473,172	477,396	479,673
93,408	95,276	97,181
-	-	-
-	-	-
59,754	60,949	62,167
-	-	-
\$ 1,928,092	\$ 1,963,342	\$ 1,996,607
\$ 100,668	\$ 65,418	\$ 32,153
\$ 370,745	\$ 370,745	\$ 370,745
-	-	-
-	-	-
870	870	870
2,487	2,487	2,487
-	-	-
-	-	-
-	-	-
-	-	-

-	-	-
\$ 374,102	\$ 374,102	\$ 374,102
\$ 474,770	\$ 439,520	\$ 406,255
\$ 1,846,157	\$ 2,320,927	\$ 2,760,447
\$ 2,320,927	\$ 2,760,447	\$ 3,166,702

Forecasted		
Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
220	220	220
16	16	16
2	2	2
6	6	6
\$ -	\$ -	\$ -
53,082.00	54,143.00	55,225.00
70,680.00	70,680.00	70,680.00
9,612.00	9,804.00	10,000.00
-	-	-
50,706.00	50,706.00	50,706.00
23,100.00	25,100.00	25,100.00
-	-	-
15,000.00	15,000.00	15,000.00
22,838.00	22,838.00	22,838.00
4,200.00	4,200.00	4,200.00
79,000.00	80,000.00	81,000.00
32,092.00	32,092.00	32,092.00
18,714.00	18,714.00	18,714.00
93,000.00	93,000.00	93,000.00
1,118.00	1,118.00	1,118.00
\$ 473,142.00	\$ 477,395.00	\$ 479,673.00

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.



Performance Accountability Framework Attachment 11.6

School Name:	Washington Park Community School
School IRN#:	133280
Building Principal/Director	Karil Stohlman
Board President	Margaret McLearnie
Start Date of Current Contract	July 1, 2016
End Date of Current Contract	June 30, 2019
Management Company	None
School Mission:	The mission of Washington Park Community School is to produce scholars who are good citizens in school, in the community and the neighborhood in which they live and the world that they share. Washington Park Community School will be a virtue-centered and child-centered school committed to academic excellence, emphasizing attention to being and becoming just, wise, courageous, persevering, responsible, generous and caring citizens. Emphasis

	will also be placed on the importance of public participation through civic action and community service. These are the values and goals that this community school will instill in the young minds of tomorrow's leaders.
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A.01	ACADEMIC PERFORMANCE STANDARD	ATTENDANCE: INDICATOR MET
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It is important for Ohio’s students to be in class every day ready to learn. Ohio defines chronic absenteeism as missing 10 percent or more of the school year for any reason. A child who is not in school is a child who is missing out on his or her education. Beginning in 2018, the Chronic Absenteeism Improvement Indicator was included in the Academic Performance measures. A.02 requires schools to set a goal for Attendance. It is the expectation of the ESCLEW that each school meet or exceed the Ohio Department of Education attendance rates:

1. Meeting or exceeding the annual goal (12.6 percent for 2018-2019); or
2. Meeting an improvement standard relative to the starting point of each school or district. (refer to technical documentation to calculate this number: Chronic Absenteeism)

	2017-2018	2018-2019 (Must Be 12.6% or Higher)	2019-2020 (Must Be 11.5% or Higher)
GOAL	93%	12.6%	11.5%
ACTUAL	89.8%		
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

The school will achieve 11.5% or higher. To achieve this, the school will:

- Develop an attendance committee to meet monthly, analyze attendance trends, identify areas of concern, and work on providing families documented interventions and plans to help address attendance concerns.
- Ensure that all students approaching the thresholds for chronic absenteeism are provided intervention prior to meeting those thresholds.
- Inform parents on the negative effects of absenteeism on student academic achievement
- Acknowledge and Reward students who meet attendance through assemblies and privileges
- Keep school community focused on school goal by displaying current school attendance information on school bulletin board and celebrate with students for meeting those goals.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:

A.02	ACADEMIC PERFORMANCE STANDARD	PERFORMANCE INDEX
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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 highest- and lowest-performing students.

Goals set for this standard might address not only the number of points earned, but also the number of students scoring at the Advanced, Accelerated, Proficient, Basic and Limited levels on any/all of Ohio’s State Tests.

	2017-2018	2018-2019	2019-2020
GOAL	50% of students will move from Limited to Basic and 50% will move from Basic to Proficient	70 out of 120 points Move 10% of Basic to Proficient and move 10% of Limited to Basic	70 out of 120 points Move 10% of Basic to Proficient and move 10% of Limited to Basic
ACTUAL			
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Our goal is to increase the number of points received to 70 of 120 points possible. To move from the D range and into the C range, we would have to earn 85 points. As this is a determined goal, our efforts will be placed more to move students from the basic to proficient achievement levels and from limited to basic achievement levels. We want to place emphasis on identifying and targeting students who scored in the Limited and Basic testing areas in all grade levels and provide them with specific and targeted interventions to improve their skills in ELA and math. If we move 10% of our basic population to proficient and 10% of our limited population to basic, we would calculate enough PI points to move our overall building rating in Performance Index from a D to a C rating.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:

A.03	ACADEMIC PERFORMANCE STANDARD	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. They are based on a series of up to 26 state tests that measure 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 27 possible indicators.</p> <p>Goals set for this standard might address not only what numeric increase is expected but also targeted grades or content areas.</p>	

	2017-2018	2018-2019	2019-2020
GOAL	62%	2 Indicators overall and to increase ELA grades 3-8	4 Indicators overall and to increase ELA grades 3-8
ACTUAL	0		
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Washington Park Community school will increase the Indicators Met score from 0 to 2 and increase in the content area of ELA by focusing on the school-wide literacy program and improve the current plan which began implementation in February 2018. By revising and implementing research-based practices, we have the potential to increase the number of students meeting the proficiency rate by 30%, which will increase the number of Indicators Met in six testing grade levels. Specifically, we are targeting K-8 English Language Arts by utilizing Teacher Based Teams to analyze formative data, implement evidence based instructional strategies, and compare formative assessments to summative assessments. In addition, teachers will utilize NWEA MAP classroom data to aide in making classroom decisions on areas of focus. The 2019-2020 building schedule allows administrators, K-8 teachers, intervention specialists, Title I instructors to collaborate to analyze data and discuss best practices to improve scores. Additionally, all K-8 students will receive intervention and/or enrichment for 40-60 minutes four days per week to improve students' strengths and weaknesses in collaboration with Intervention Specialists, Title I Instructors, and other support staff to make learning purposeful and targeted in small group settings by utilizing no new instruction and focus on data to close learning gaps. Grades K-3 receive 60 minutes of I/E instruction and grades 4-8 receive 40 minutes of I/E instruction. We expect to meet at least 4 Indicators Met overall and to improve each grade levels' ELA achievement level trend data in comparison to prior years.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:

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A.04	ACADEMIC PERFORMANCE STANDARD	PROGRESS
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Progress 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 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 your school or district for each of the four groups listed.

Goal for this standard should address the overall progress score, and identify growth for individual measures, as listed above.

	2017-2018	2018-2019	2019-2020
GOAL	Limited-4% Basic-7% Proficient-47% Accelerated- 26% Advanced-11% Advanced Plus-3%	D: Overall Overall % increase of Lowest 20%	D: Overall Overall % increase of Lowest 20%
ACTUAL	F: Overall (-2.45 index) C: Lowest 20% (-0.22) C: SWD (-0.92)		
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

We plan to target math scores to improve our overall index score from a F to a D during the next two years. With an overall math index of -4.25, much emphasis will be placed on math practices utilizing the Guided Math By providing professional development to instructors on this framework, teachers can effectively utilize math small-group instruction, manipulatives, Math Workshop, and conferencing strategies with students that are highly-effective and targeted interventions to improve growth. By implementing these strategies, we are hoping that our students with the lowest 20% will improve from an index of -0.22 to 1.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
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SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:

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A.05	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>A goal for this standard should address the component score as well as a targeted area (reading, math or graduation rate). The description of the measure should include the Annual Measurable Objectives percentages and include all reported subgroups.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	48% F	60% D	60% D
ACTUAL	46.2% F		

RATING			
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DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Our goal is to improve our overall component score from a 46.2% F to a 60% D. To achieve this goal, we plan to target students in all subgroup areas and to make sure they are reported accurately to the state, so that they are represented on the school's report card. We plan to target all subgroups, while especially focusing in the area of math. By continuing to use NWEA MAP assessment data, we will be able to target deficits that students have in specific math areas by grade level and target instruction based on those needs. By targeting specific areas, teachers will be able to differentiate instruction based on students' needs.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:

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.

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.

A goal set for this standard should list an increased overall component grade. In the "Description..." box, identify one of the two specific measures targeted and the monitoring strategies being implemented.

	2017-2018	2018-2019	2019-2020
GOAL	NA	NA	NA
ACTUAL			
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal
END OF YEAR PERFORMACE SUMMARY:				

A.07	ACADEMIC PERFORMANCE STANDARD		IMPROVING AT-RISK K-3 READER
<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. Through this initiative, districts and schools diagnose reading issues, create individualized reading improvement and monitoring plans, and provide intensive reading interventions.</p> <p>K-3 Literacy Improvement uses results from two assessments: a reading diagnostic given to all students in kindergarten through grade 3 at the beginning of the school year and Ohio's state third grade English language arts test given to third-graders twice during the school year.</p> <p>Goals addressing this standard should identify the expected increase in the component grade. In the "Description..." box, the school should describe the targeted strategies aimed at improving one of the multiple student situations which makes up this score.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	43% F	50% C	50% C
ACTUAL	33% D		
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>Our goal is to improve our K-3 grades in the area of literacy by drilling down and assessing specific needs that can fill gaps. All K-3 students will be assessed at benchmark dates using the NWEA MAP assessment. Furthermore, students will also be assessed to pinpoint exact areas they are lacking in the areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension in this progression that is identified on his or her RIMP plan. K-3 students receive one hour of intervention and/or enrichment instruction for four days per week in small group settings.</p>			

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY:

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A.08	ACADEMIC PERFORMANCE STANDARD	PREPARED FOR SUCCESS
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The Prepared for Success component look at how well prepared Ohio's students are for all future opportunities. Using multiple measures for college and career readiness enables districts to showcase their unique approaches to prepare students for success after high school.

A Prepared for Success letter grade is based on how well the students performed on these six measures: ACT or SAT remediation-free scores; an Honors Diploma; twelve points through an industry-recognized credential or group of credentials in one of 13 high-demand career fields; Advanced Placement test scores of 3 or higher; International Baccalaureate test scores of 4 or higher; and earning at least 3 College Credit Plus credits.

A goal for this standard should identify the increase in at least one of the measures listed above. In the "Description..." box, the school should describe the specific strategies being utilized to impact the positive change in at least one of the measures.

	2017-2018	2018-2019	2019-2020
GOAL	NA	NA	NA
ACTUAL			
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD				
0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal
END OF YEAR PERFORMACE SUMMARY:				

A.09	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 the name of the assessment and the increase. In the "Description..." box, schools should include a brief description of the assessment and the specific strategies being utilized to impact the positive change.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	75% Proficient on IOWA Test of Basic Skills in reading and math	70% on target or above in ELA and math using NWEA in all grades	70% on target or above in ELA and math using NWEA in all grades
ACTUAL			
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>Students will improve achievement scores in the NWEA MAP assessments in ELA and Math by the Spring Benchmark date. To increase scores, teachers, administrators, Intervention Specialists, and Title instructors will monitor student data by tracking students who fall below proficient scores and implementing targeted evidence-based interventions that follow a RTI model. All students, grades K-8 will receive no new instruction, or intervention four days a week to target suggested skills and to help close the gap. Students who are below target will be closely monitored using our redesigned tracking form to assist in areas of need in ELA and math. Teachers, administrators, and support staff will review student data every 6 weeks to determine progress and make decisions based on student output. By continually monitoring student learning and intervening to fill gaps, we are looking to increase achievement.</p>			

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY:

A.10	ACADEMIC PERFORMANCE STANDARD	COMPARATIVE GOAL
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In order to evaluate performance data for a given school, it is often useful to consider how similar schools compare on the same data.

The method for use on Ohio's Local Report Cards starts with any given district and identifies up to 20 districts that are most similar according to six criteria. Statistically speaking, these are the "nearest neighbors" of the selected district. Recognizing that community schools are unique, goals in this area should identify performing at rates "higher or equal to" at least two "similar" schools in one of the following areas reported on the LRC: Performance Index: Progress: Gap Closing: K-3 Literacy Rate: or Graduation Rate. "Similar" schools should be comparable in ADM, percent poverty, and percent minority students.

Goals set for this standard should identify the two areas for comparison and the verbiage "higher or equal to". In the "Description..." box, schools should include the comparable ADM, percent poverty and percent minority student data.

	2017-2018	2018-2019	2019-2020
GOAL	-	#1, #2, and #3 below	#1, #2, and #3 below
ACTUAL			
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Name of School	% of poverty per ADM	% minority students	Performance Index Score 2017/18	K-3 Literacy Rate 2017/18
Washington Park Community School	99.8%	31.6%	60.5/120 = 50.4% D	33.3% D
Lincoln Park Academy	99.9%	76.1%	61.5/120 = 51% D	24.4% D
West Preparatory Academy	100%	70%	62.4/120 = 52% D	48.4% C

- #1. Washington Park Community School will perform at rates higher than or equal to West Preparatory Academy in Performance Index.
- #2. Washington Park Community School will perform at rates higher than or equal to West Preparatory Academy in K-3 Literacy Rates.
- #3. Washington Park Community School will perform at rates higher than or equal to Lincoln Park Academy and West Preparatory Academy in Performance Index.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY:

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A.12	ACADEMIC PERFORMANCE STANDARD	SCHOOLS SERVING SPECIFIC SUBGROUPS OF STUDENTS (IF NECESSARY)
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Schools serving specific subgroups of students (e.g., schools serving at-risk students) must identify additional measures and targets relevant to the particular subgroup served to evaluate student performance beyond the gap closing measurers.

Schools must identify specific performance goals relevant to the subgroup served.

	2017-2018	2018-2019	2019-2020
GOAL	NA	NA	NA
ACTUAL			
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
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THESE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR
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MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY:

NA.01	NON-ACADEMIC PERFORMANCE STANDARD	MISSION SPECIFIC GOAL	
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State the School's Mission:

The mission of Washington Park Community School is to produce scholars who are good citizens in school, in the community and the neighborhood in which they live and the world that they share. Washington Park Community School will be a virtue-centered and child-centered school committed to academic excellence, emphasizing attention to being and becoming just, wise, courageous, persevering, responsible, generous and caring citizens. Emphasis will also be placed on the importance of public participation through civic action and community service. These are the values and goals that this community school will instill in the young minds of tomorrow's leaders.

This goal should include mission-specific performance measures and targets.

	2017-2018	2018-2019	2019-2020
GOAL		75% or higher on TFI	100% of classes will complete community service/engagement project
ACTUAL			
RATING			

Positive community relationships between the community members and the staff and students of the school is essential. These relationships are a two-way street. It is just as important that we give back to the community as much as we rely on community support. To continue to build positive community relationships, each class at Washington Park Community School will design and implement a community service/engagement project. Through this project students will provide a service, communicate a message, and/or work collaboratively with a community partner to accomplish a goal of service. Classes will be required to document their experience and collaboration on the project and present the project and its outcomes to the school community by the end of the school year.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD				
0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal
END OF YEAR PERFORMACE SUMMARY:				

NA.02	NON-ACADEMIC PERFORMANCE STANDARD		PARENT SATISFACTION
<p>The ESCLEW recognizes parents/caregivers as key stakeholders in the success of community schools. Increasing 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.</p> <p>Goals in this area should focus on what form of feedback the school will solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) and identify what the school will do with the feedback received. (Adjustments to programming, hold stakeholder meetings, discuss with administration, etc.)</p>			
	2017-2018	2018-2019	2019-2020
GOAL	96%	97% response rate	97% response rate
ACTUAL	Not known		
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>Parents will be surveyed at the start of the 2019-20 school year regarding home/school communication, parental involvement, school culture, and academics. Parents will also be invited to participate in focus/discussion groups with principal and assistant principal on a quarterly basis. Information gathered through these measures will be utilized to develop parent resources/trainings, provide volunteer opportunities, and streamline communication measures between families and the school. A comparative survey will be given in the spring of 2020 to assess the school's success in engaging parents as partners in their child's school experience.</p>			

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY:

NA.03	NON-ACADEMIC PERFORMANCE STANDARD	GOVERNING BOARD PERFORMANCE
<p>The ESCLEW expects a sponsored community school to comply with all rules and regulations regarding a Governing Board. To this end, it 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 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>		

	2017-2018	2018-2019	2019-2020
GOAL	80%	96% attendance rate at board meetings	Board member attendance at 1 or more school functions
ACTUAL	94.6%		
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

The Board of Directors and staff of Washington Park Community School will work together in supporting our students' academic achievements and building relationships with parents and students of our school community. The members of our governing board will show their support of students by their participation in and/or attendance at 1 or more school function for the 2019-2020 school year.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:

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NA.04	NON-ACADEMIC PERFORMANCE STANDARD	ORGANIZATIONAL/OPERATIONAL
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Your contract with the ESC of Lake Erie West must include a performance framework that defines your school’s expected organizational/operational outcomes. Goals must measure the organizational and operational performance of the school with specific annual metrics and targets.

Goals set for this standard should address the **ON-TIME** and **ACCURACY PERCENTAGES** of compliance (requirements in statute), community school contract, governing authority, school, and financial requirement submissions within Epicenter.

	2017-2018	2018-2019	2019-2020
GOAL		On Time- 80% Accuracy- 90%	On Time- 90% Accuracy- 90%
ACTUAL			
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

The administration of Washington Park Community School will meet take the following measures to ensure that we meet the goals for the 2019-2020 school year.

- Beginning in July, Epicenter tasks for the year will be reviewed and assigned to the appropriate individuals for completion.
- Weekly planning meetings will include Epicenter Compliance Review for updates on task completion and problem solving any concerns regarding the collection of information or document completion.
- Communication with sponsor regarding challenges of task completion to ask for technical assistance/support when needed prior to deadline

THE SECTIONS BELOW WILL BE COMPLETED BY THE ESCLEW COMPLIANCE MANAGER

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD				
0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal
END OF YEAR PERFORMANCE SUMMARY:				

NA.05	NON-ACADEMIC PERFORMANCE STANDARD		FINANCIAL PERFORMANCE
<p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial performance outcomes with annual clear, measurable metrics and targets.</p> <p>Goals set for this standard might address audits, debt reduction, or the submission of accurate and on-time financials into Epicenter.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	No findings	No findings	No findings
ACTUAL	No findings	No findings	
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>Washington Park Community School will receive a clean yearly audit by the Auditor of the State.</p>			

THE SECTIONS BELOW WILL BE COMPLETED BY THE ESCLEW FINANCIAL CONSULTANT

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:

NA.06	NON-ACADEMIC PERFORMANCE STANDARD	FINANCIAL SUSTAINABILITY
<p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial sustainability outcomes with annual clear, measurable metrics and targets. This refers to the ability of the administrators to maintain the organization over the long term.</p> <p>Goals set for this standard must address 1. Student Enrollment; AND 2. Cash Reserve Balance.</p>		

	2017-2018	2018-2019	2019-2020
GOAL	NA	NA	Maintain school determined school enrollment per the calculated budget Maintain a positive Cash Reserve Balance at the end of the year.
ACTUAL			
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

School administration will meet or exceed the school enrollment calculation required to meet the school budget. Steps to ensure that enrollment numbers will be met will include sustaining parent and student satisfaction of the school so that families will stay enrolled, improve recruitment strategies to draw new families to the school community, participate in community events to promote our school as a positive option for school choice.

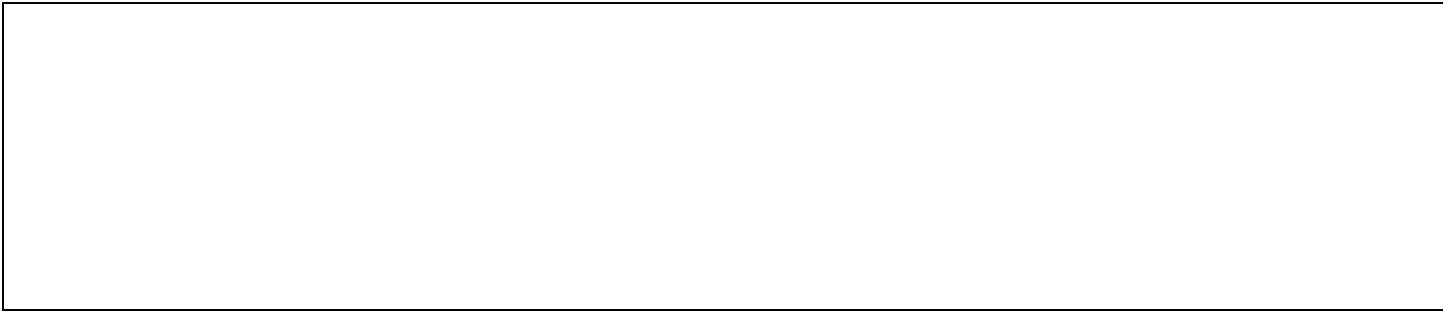
THE SECTIONS BELOW WILL BE COMPLETED BY THE ESCLEW FINANCIAL CONSULTANT

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:



NA.07	NON-ACADEMIC PERFORMANCE STANDARD	STUDENT DISCIPLINE
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Beginning with the 2019-2020 school year, schools are required to report and evaluate the number of out-of-school suspensions issued for students in grades pre-K through 3 on an annual basis. The ESCLEW expects the number of out-of-school suspensions to decrease each year as alternative methods of student discipline are implemented.

This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal.

	2017-2018	2018-2019	2019-2020
GOAL	NA	NA	Less than 3
ACTUAL			
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

To decrease the number of out-of-school suspensions the following strategies will be utilized:

Continued implementation of the SWPBIS framework to define, teach, and support students in meeting schoolwide expectations. Interventions will include small group and individual session with school guidance counselor, implementation of SEL curriculum, Check-in/Check-out (CICO), Student Behavior Contracts, Restorative Practices. School-wide and student level data will be summarized and reported on a monthly basis.

Professional Development for staff using the following resources Discipline with Dignity, Strategies for Successful Classroom Management and Motivating and video series Managing Hard to Reach, Uninterested, and Disruptive Students. Teachers will complete Teacher confidence surveys in Fall and Spring regarding management of student behavior and classroom management strategies

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY: