

Ohio Community School Contract
PAR EXCELLENCE ACADEMY

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1 **Community School Contract**

2 This Ohio Community School Contract (the "Agreement"), effective the 1st day of July 2022, is made
3 and entered into between the Ohio Department of Education (the "Sponsor") and the governing
4 authority ("Governing Authority") of Par Excellence Academy, a public community school organized as
5 an Ohio public benefit corporation (the "School") (individually as a "Party" and collectively, the
6 "Parties").

7 **Background Information**

8 The Sponsor operates pursuant to Ohio Revised Code ("ORC" or "Revised Code") Chapter 3314 and has
9 the authority to sponsor community schools and establish the Ohio Department of Education Office of
10 Ohio School Sponsorship to perform the sponsorship duties pursuant to ORC 3314.029.

11 The Governing Authority of the School desires to continue to operate under the oversight of the
12 Sponsor.

13 The Ohio Department of Education ("Department") approved the continuation of sponsorship for a term
14 as designated in Section 1B of this Agreement.

15 **Provisions**

16 Now therefore, in consideration of the foregoing recitals and the mutual understandings, releases,
17 covenants and payments contained herein, the Parties agree as follows:

18 **Section 1 Charter and Term**

- 19 A. The Sponsor agrees that the Governing Authority may continue to operate a start-up brick and
20 mortar Ohio public community school as permitted by law, subject to all applicable federal
21 regulations and laws, the laws of the State of Ohio and to the terms of this Agreement.
- 22 B. This Agreement is effective as of July 1, 2022 and shall continue through June 30, 2027. Any
23 renewal of the School shall be subject to the School meeting requirements of this Agreement,
24 including performance standards, meeting the application criteria of the Sponsor, and is subject
25 to the provisions of ORC 3314.07.
- 26 C. The Governing Authority may carry out any act or ensure the performance of any function that
27 is in compliance with Ohio Community School Law (ORC Chapter 3314), the Ohio Administrative
28 Code, and all relevant Federal and State laws, as well as those outlined in this Agreement.
- 29 D. Except as otherwise permitted by this Agreement, or the Sponsor, contracts entered into by the
30 School with third parties shall provide for a right to cancel, terminate, or non-renew, effective
31 upon the suspension or termination of this Agreement, provided such a provision is agreed upon
32 by the third party. Notwithstanding the foregoing, this provision shall not affect any existing
33 contracts or agreements between the School and any third party that precede the date of this
34 Agreement.
- 35 E. Before executing this Agreement, the Governing Authority must pass a resolution in a public
36 board meeting approving the Agreement and authorizing one or more individuals to execute

this Agreement for, and on behalf of the Governing Authority, with full authority to bind the Governing Authority.

- F. The Governing Authority shall employ an attorney independent from the Sponsor and, if applicable, the Operator (an education management organization or charter management company defined by ORC 3314.02(A)(8) , referred herein as the "Operator") for any negotiation of this Agreement or its amendments.

Section 2 Governing Authority and Corporate Status of School

2.1 Community School Corporate Status

The School is a community school incorporated as an Ohio public benefit corporation pursuant to ORC Chapter 1702. The School shall continue to operate as an Ohio public benefit corporation and shall ensure that its operation is in accordance with its Articles of Incorporation, which is attached to this Agreement as **Attachment 1**. The School has applied for and is qualified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. A copy of the tax-exempt determination letter is attached to this Agreement as **Attachment 2**. The School is subject to Ohio laws that apply to all community schools, now existing and as subsequently enacted or amended, and all Sponsor policies. Further, the School is a public entity within the meaning of Ohio Revised Code, and is additionally subject to the Ohio Sunshine Laws, which includes the Open Records Act ORC 149.43 and Open Meetings Act ORC 121.22.

2.2 Compliance with Agreement

The School will be bound by and operated in a manner consistent with the terms of this Agreement so long as such terms are in accordance with state, federal and local rule and law.

2.3 Corporate Purpose

The purpose of the corporation, as set forth in its Articles of Incorporation, will include the operation of a community school pursuant to ORC 3314.01, et seq. according to all applicable laws and rules.

2.4 Governance

The School represents that it is and shall maintain its status as a public benefit corporation. The Articles of Incorporation and Code of Regulations of the School will provide for governance of the operation of the School in a manner consistent with this Agreement, and state and federal law. The Articles of Incorporation and Appointment of a Statutory Agent are attached to this Agreement as **Attachment 1**.

2.5 Code of Regulations (Bylaws)

The Code of Regulations must include a provision that the corporation will be governed by a Governing Authority of not less than five (5) members. The Governing Authority shall attempt to have a majority of the members comprised of individuals who live or work in the county of which the School is located. No member of the Governing Authority shall serve on the Governing Authority of more than five (5) community schools at the same time unless meeting the exceptions as outlined in ORC 3314.02(E)(3). No member of the Governing Authority shall serve as a member of a school district board of education. The names, electronic mail addresses, preferred contact telephone number, biographical vitae

accurately reflecting experience, education, and other professional information of the current members of the Governing Authority is provided to the Sponsor. Any change of Governing Authority membership shall require prompt notification to the Sponsor with name, contact information and biographical information or resume. The names of all Governing Authority Members and electronic mail address used for School business are attached to this Agreement as **Attachment 3**. A description of the process by which the members of the Governing Authority shall be selected in the future and the process by which the Governing Authority addresses conflicts of interest shall also be included in **Attachment 3** (unless these processes are outlined in the Code of Regulations, attached to this Agreement as **Attachment 4**).

2.6 Membership of Governing Authority

- A. The Governing Authority shall consist of no fewer than **five (5)** members. All governing authority members must comply with ORC 3314.02(E) and any other applicable law, rule, or regulation.
- B. Limitations on Membership. No present or former member, or immediate relative of a present or former member of the Governing Authority shall be an owner, employee, or consultant of the community school's Sponsor or, if applicable, the Operator, unless at least one (1) year has elapsed since the conclusion of the person's membership on the Governing Authority. Any individual under final consideration for appointment to the Governing Authority shall have an Ohio and federal background check conducted in the manner described in ORC 3319.39 and at least every five (5) years thereafter, unless the individual was a resident of Ohio for the five (5) preceding years in which case only an Ohio background check is required. The results of these background checks shall be maintained at the School and the School shall obtain the consent of prospective Board members to release their criminal background check results to the Sponsor.
- C. Annual Verification of Findings for Recovery. Beginning July 1, 2020, all Governing Authority members shall undergo an annual verification, conducted by the Sponsor, that no findings for recovery have been issued against any members of the Governing Authority, via a search of the Auditor of State database. If an undisputed unresolved finding for recovery is found, the Sponsor may require that the member or member(s) must immediately resign from the Governing Authority and may prohibit the individual from serving until such time that all findings for recovery have been resolved.
- D. Conflict-Of-Interest Disclosure. Each member of the Governing Authority shall annually, by **September 30** of each year, or within 30 days of becoming a member of the Governing Authority, file a conflict-of-interest disclosure statement with the School setting forth the names of any immediate relatives or business associates employed by any of the following within the previous three (3) years:
- The Sponsor;
 - The Operator;
 - A school district or educational service center that has contracted with the School; or
 - A vendor that is or has engaged in business with the School.

- E. Annual Disclosures. The Governing Authority must provide the following items to the Sponsor no later than **September 30** of each year or **within thirty (30) days of becoming a member** of the Governing Authority:
- Resume or biographical vitae; and
 - Signed Annual Conflict of Interest Disclosure Statement.; and
 - Signed Attestation confirming compliance with all provisions listed in ORC 3314.02(E).
- F. Sponsor Attendance at Governing Authority Meetings. The Sponsor's designee can act as a non-voting member of the Governing Authority, but the Sponsor shall not be considered a member of the Governing Authority under any provision of Ohio law or this Agreement. If the Governing Authority enters into executive session to discuss its contractual relationship with the Sponsor or its designee, or to discuss matters of attorney client privilege, such individual may be excused from executive session for that discussion at the sole discretion of the Governing Authority. The Sponsor's designee may attend executive sessions for all other reasons. When any Sponsor representative or designee is included in an executive session, he/she will abide by all applicable confidentiality rules.

2.7 Governing Authority Required Training

- A. All Governing Authority members shall complete at least two (2) hours annually of required trainings conducted by the Governing Authority's counsel, Sponsor, or an entity pre-approved by the Sponsor. Training includes:
- As required by ORC 3314.037, all members of the Governing Authority, the designated fiscal officer of the School, the chief administrative officer, and other administrative employees of the School with decision making authority, and, if applicable, all individuals performing supervisory or administrative services for the School under a contract with the Operator of the School, shall complete training on an annual basis on the public records and open meetings laws and provide evidence of completed training to the Sponsor, so that they may comply with those laws as prescribed by ORC 3314.03(A)(11)(d).
 - All members of the Governing Authority, the designated fiscal officer of the School, the chief administrative officer, other administrative employees of the School with decision making authority, and all individuals performing supervisory or administrative services for the School under a contract with the operator of the School must complete annual Ethics training as approved by the Sponsor. The evidence of completed training must be provided to the Sponsor as requested.
 - Annually review Roles and Responsibility training as provided by the Sponsor.
- B. All first-year Governing Authority members must receive the following required training within six (6) months of election or appointment: 1) public records and open meetings laws training, 2) ethics training, and 3) Governing Authority roles and responsibilities. Proof of completion of training shall be provided to Sponsor.

2.8 Governing Authority Compensation

The Governing Authority may provide by resolution, for the compensation of each of its members in accordance with Ohio law. However, no individual who serves on the Governing Authority shall be

compensated more than one hundred twenty-five dollars (\$125.00) per meeting of that Governing Authority and no such individual shall be compensated more than a total amount of five thousand dollars (\$5,000.00) per year for all governing authorities upon which the individual serves. Each member of the Governing Authority may be paid compensation for attendance at an approved training program, provided that such compensation shall not exceed sixty dollars (\$60.00) a day for attendance at a training program three (3) hours or less in length and one hundred twenty-five dollars (\$125.00) a day for attendance at a training program longer than three hours in length.

2.9 Governing Authority Meetings

The Governing Authority must hold a minimum of **six (6)** regular meetings per year. The calendar of all regular meetings shall be provided to the Sponsor in writing at the beginning of each school year but no later than August 1 of each school year. Notice of such regular meetings along with all meeting materials shall be provided to the Sponsor at the same time the Governing Authority members receive such notice and materials. The School shall arrange for video or telephonic participation by the Sponsor for all meetings. Notice of additional regular meetings or special meetings must be sent to the Sponsor as soon as scheduled, and in no case with less than twenty-four (24) hours advanced written notice. The Governing Authority shall adopt a policy stating how it will notify the public of all meetings and comply with Ohio Open Meetings Laws. Minutes of each meeting must be provided to the Sponsor and must include enough facts and information to permit the public to know each item the Governing Authority discussed, the results of all votes, and reports or documents presented at the meetings. All minutes, board meeting notices, resolutions, and other related documents must be made available to the public at the school building pursuant to the Ohio Public Records Act and ORC 121.22.

2.10 Governing Authority Committees

The Governing Authority shall create a finance committee and other committees as needed and determined by the Governing Authority. The finance committee shall include the treasurer and shall review all financial related documents deemed necessary by the committee or task force prior to presentation to the Governing Authority for approval.

2. 11 Governing Authority Dissolution

Upon ceasing operations of the School and dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Agreement, and not requiring return or transfer to donors or grantors, shall be paid to in accordance with ORC 3314.074 and ORC Chapter 1702. The School will execute all necessary documents required to convey such items. Upon dissolution, all such documentation shall be provided to the Sponsor as requested to complete the closure. The School shall comply with all closure and dissolution provisions required by the Department and contained in ORC Chapter 3314 and ORC Chapter 1702 and as stated in Section 19 of this Agreement.

2.12 Non-Commingling

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. The School's fiscal officer shall be responsible for ensuring that School funds are properly spent and accounted for each month to

the Sponsor and Governing Authority, as stated in Section 15.3. Failure to comply with this section may result in immediate action by the Sponsor up to and including immediate termination of this Agreement.

Section 3 School Leadership

3.1 Community School Leadership

The Superintendent is responsible for the daily operations of the School. The Governing Authority authorizes the Superintendent, and the on-site School Leader, to serve as a contact person for the Sponsor. The School shall immediately notify the Sponsor in writing with any change in the identity of the School's leadership.

The organizational structure, management/administration, and Governing Authority relationships must be accurately reflected in an organizational chart attached as **Attachment 5**. A written narrative that describes the working relationship and responsibilities with each entity and School personnel job descriptions must be included in **Attachment 5**. Any material modification to the organizational structure must be submitted in writing to the Sponsor as a contract modification request prior to implementation. A material modification for purposes of this paragraph is determined to be one that changes the managerial or administrative structure of the School. These changes include inserting new entities into the organizational structure but does not include changing names or titles of those individuals already identified within Attachment 5.

3.2 Opening

The School shall meet all the Opening and Closing Assurances described in **Appendix 1 and provide required documentation as evidence to the Sponsor**, as contained in ORC Chapter 3314 and as modified by the Department, no later than ten (10) business days **before** the School's first date of instruction in year one of the School's operations. Subsequent years will follow Sponsor opening requirements. When required, failure to timely fulfill any material term of the Opening and Closing Assurances shall be considered a material violation of conditions, standards, or procedures provided for in the Agreement and shall be grounds for Sponsor intervention, which may include suspension or termination of this Agreement. The School shall begin operation for the academic year no later than September 30th by teaching the minimum number of students permitted by this Agreement in paragraph 5.2, unless the mission of the School is solely to serve dropouts or the Sponsor is rated "exemplary" for two (2) consecutive years.

3.3 Required Sponsor Training for School Employees

The School agrees that appropriate personnel will attend required trainings provided by the Sponsor (for which at least seven (7) days' notice is provided). The Sponsor will provide which personnel are deemed appropriate for each training within said notice. Mandatory trainings include an annual August virtual or in-person all-school training/conference and up to six (6) mandatory professional development conferences per year. These mandatory trainings may occur in-person, or through tele-conference or video-conference. Additional voluntary training and/or professional development opportunities may be available throughout the year and are considered voluntary. Note that these mandatory trainings and/or professional development sessions are in addition to any training sessions required by the Department.

Section 4 Sponsor Assurances

4.1 Sponsor Rights to Review

Pursuant to the Sponsor's authority for oversight, monitoring, and providing technical assistance to the School, the School shall operate and shall be accountable to the Sponsor subject to all applicable federal and state laws and regulations, and Sponsor policies and regulations. All records established and maintained in accordance with the provisions of this Agreement, policies, and federal and state law and regulations shall, subject to the limitations set forth below, be open to read-only inspection and review and made available in a timely manner to Sponsor officials. The School and Sponsor agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA") and 34 CFR Part 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) Disclosure is subject to the requirements of 34 CFR 99.35, and uses of the information may include conducting audits, compliance evaluations, and other reviews as necessary for the Sponsor to carry out its statutory duties.. The Sponsor agrees to use, maintain, and redisclose any education records only in accordance with applicable requirements contained within FERPA. Records include, but are not limited to read-only access the following:

- School policies, and procedures
- Education records, including but not limited to, student cumulative files, and student records including individualized education programs ("IEPs") and evaluation team reports ("ETRs") with student personally identifiable information and other protected information redacted;
- Corporate records of the School including Governing Authority meeting minutes;
- Financial records;
- Educational program, including test administration procedures and student protocols;
- Personnel records, including evidence that criminal background checks have been conducted, with confidential information such as medical information and social security numbers redacted;
- School operations, including health, safety and occupancy requirements;
- Inspection reports of the facility or facilities; and
- Any corrective action notices.

4.2 Sponsor Visits to School

The Sponsor may make announced or unannounced visits to the School to fulfill its oversight responsibilities. However, except in emergencies, and when directed by the Director of the Office of School Sponsorship or the Director's designee, visits should be prearranged in a professional manner with at least twenty-four (24) hours' notice to the School's leader to avoid needless disruption of the School's educational and testing process and programming.

4.3 Complaints Received Regarding the School

The Sponsor agrees to notify the School as soon as practicable regarding any substantive complaints about the School that the Sponsor receives, whether verbal or written and whether from the Department, Office of Community Schools, directly from an individual, or any other entity. The notification shall be made within three (3) business days of receipt of the complaint by the Sponsor and

shall include information about the substance of the complaint. In the case of anonymity, the School will address any verifiable facts and report to the Sponsor. Upon receipt of any complaint, the School must provide a written initial response to the Sponsor within five (5) business days and a supplemental response within fifteen (15) business days or such additional time as agreed to by the Sponsor. This response must include actions taken or proposed to be taken by the School to resolve the complaint. Investigation of complaints may warrant a site visit, review of records, interviews with School staff and submission of evidence that the complaint has been resolved. All written responses from the School are subject to review by the Sponsor. The Sponsor may provide reasonable recommendations to assist with the School's proposed resolution of the complaint.

4.4 School Health or Safety Issues

The School shall immediately notify the Sponsor (by email or any other practical and timely method) of any emergency with circumstances requiring School closure, lockdown, or any other action that may affect School health or safety. The School shall provide to the Sponsor a calendar of planned emergency drills including, without limitation, fire, tornado, and lockdown drills.

4.5 Academic Performance, Data Monitoring and Review Process

Annually, the Sponsor will review the School's most recent Local Report Card ("Report Card"). The School shall take time to review and analyze the data and determine areas of improvement and determine if the plan (developed under the Ohio Improvement Process) should be modified based upon the Report Card data. The School has established multi-year academic improvement goals and targets. These goals may be amended from time to time based upon review of data and such amended goals may be altered after approval by the Governing Authority. The academic and Report Card performance goals and targets may be amended by the Governing Authority to include any new Report Card measures that may be added during the term of this Agreement. The Sponsor may make reasonable recommendations, provided such recommendations do not result in a financial hardship, as determined by the School, to be included in the School's performance goals and targets. The Sponsor will annually review the performance of the School and may add improvement goals that the School shall implement in order to meet the academic goals and objectives established by the Sponsor. A copy of the Sponsor's Performance Framework (the "Performance Framework") and Report Card is attached as **Appendix 2**.

4.6 Sponsor Access to Student Records

The School shall annually make available, information regarding special education and related services for students enrolled in the School to Sponsor officials who have legitimate educational interests in such records within the meaning of FERPA in order to comply with reporting requirements imposed by applicable state or federal law. Such information shall include all funding received for special education and related services and how such funds were expended. Upon Sponsor request, the School shall timely make available information regarding special education and related services for students enrolled in the School. The Sponsor shall have read-only access and shall use such information exclusively for fulfillment of its oversight and monitoring responsibilities or for compliance with the law and shall not use such information acquired from the School for any other purpose. Notwithstanding anything to the contrary in section 4.1 or herein, the Sponsor shall not have access to personally identifiable information of students or confidential information.

Section 5 School Assurances

5.1 School Compliance

The School agrees that it shall comply with all requirements set forth in ORC Chapter 3314, as currently written or as amended during the term of this Agreement.

5.2 Minimum number of Students

The School shall provide learning opportunities to a minimum of forty (40) students, subject to the agreed minimum enrollment requirements set forth in Section 13, for a minimum of nine hundred twenty (920) hours per school year. Enrollment shall be limited to no more than the occupancy permitted for the building; unless a change in this provision of the Agreement has been requested by the Governing Authority and approved by the Sponsor.

5.3 Compliance with ORC Chapter 3314.03

The School will comply with ORC 9.90 (Purchase or procurement of insurance for educational employees), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 2151.357 (Response respecting sealed records), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium prohibited), 3302.037 (Notification of report card to parents and board), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.608 (Third-grade reading guarantee), 3313.609 (Grade promotion and retention policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Advanced standing programs for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on career advising), 3313.6024 (Reporting on prevention-focused programs), 3313.6025 (Instruction on proper interaction with peace officers), 3313.6026 (FAFSA data sharing agreement), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.6411 (Providing report card to parent), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, expulsion, removal, and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment, intimidation, or bullying required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences; removal of students in grades pre-k through three), 3313.669 (Threat Assessment Teams), 3313.6610 (Anonymous reporting programs), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.716 (Possession and use metered dose inhaler

or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine autoinjector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7112 (Diabetes care), 3313.721 (Health care for students), 3313.80 (Display of the national flag), 3313.814 (Standards governing types of foods and beverages sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.818 (Breakfast programs), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073 (In-service training in child abuse prevention programs, school safety and violence prevention, and training on the board’s harassment, intimidation, or bullying policy), 3319.077 (Teacher professional development in dyslexia), 3319.078 (multi-sensory structured literacy certification), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students; duties of the board), 3320.01-3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.041 (Excused absences for certain extracurricular activities), 3321.13 (Duties of teacher and superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian, or other person having care of any absent student), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3323.251 (dyslexia screening), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (School emergency management plans), and 5705.391 (Board of education spending plan), ORC Chapters 117. (Auditor of State), 1347. (Personal Information Systems), 1702. (Non-Profit Corporation Law), 2744. (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314. (Community Schools), 3365. (Post-Secondary Enrollment Options Program), 3742. (Lead Abatement), 4112. (Civil Rights Commission), 4123. (Workers’ Compensation), 4141. (Unemployment Compensation), and 4167. (Public Employment Risk Reduction Program) as if it was a school district and ORC 3301.0714 (Guidelines for statewide education management information system) as specified in ORC 3314.17 (Statewide education management information system). The School shall comply with these Sections and Chapters now in effect and as amended from time to time during the term of this Agreement.

Comply with ORC Chapter 102. and ORC 2921.42.

Comply with ORC 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3314.6114 except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the Governing Authority of the community school rather than the curriculum specified in ORC Title XXXIII or any rules of the State Board of Education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in ORC 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 requirements prescribed in ORC 3313.603(C), unless the person qualifies under 3313.603(D) or (F). Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the state board of education under divisions (J)(1) and (2) of section 3313.603 of the Revised Code. Beginning with the 2018-2019 school year, the school shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the Department under division (J)(3) of section 3313.603 of the Revised Code.

5.4 School Annual Report (ORC 3314.03)

Per ORC 3314.03(A)(11)(g), the Governing Authority must submit, within four (4) months after the end of each school year, an Annual Report in a format approved by the Sponsor, with information required by the Sponsor and a list of its activities and progress in meeting all applicable Report Card measures, and the unique objectives of the School's Educational Plan, which are included in **Attachment 6** and its progress in meeting academic and non-academic performance goals and standards, its financial status and progress of meeting the goals and standards of this Agreement to the Sponsor, and to the parents of all students enrolled in the School.

A draft report shall be provided to the Sponsor for review and input at least two (2) weeks prior to the distribution of the Annual Report. At the request of the Sponsor, a representative of the Governing Authority and the School shall attend a pre-arranged meeting of the Sponsor to present the Annual Report to the Sponsor in detail for discussion.

5.5 Teacher Licensure (ORC 3314.03)

The School shall ensure all classroom teachers are properly licensed pursuant to ORC 3319.22 through 3319.31. However, the School may engage noncertificated persons to teach up to twelve hours per week pursuant to ORC 3319.301 or up to forty hours per week if the School operates a dropout prevention and recovery program and the individual is teaching in an industry recognized credential program pursuant to ORC 3319.301 and obtaining proper certification and/or permits by the Department.

5.6 Nonsectarian (ORC 3314.03)

The School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

5.7 Recognize the Authority of State Agencies

The School recognizes the authority of public health and safety officials to inspect the facilities of the School and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations.

The School recognizes the authority of the Department, as the community school oversight entity, to suspend the operation of the School under ORC 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 does not take such action.

5.8 Additional Assurance (ORC 3314)

The School will comply with ORC 3313.801 as if it were a school district unless the School is an on-line (e-school).

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

The School must arrange for providing healthcare and benefits to employees.

If the School is an on-line (e-school) or is designated as a blended learning School, it must comply with ORC 3314.21 and the requirements stated in the Specialized Education Model Requirements in **Appendix 4**.

If the School operates a dropout-prevention and recovery school, it must comply with all provisions of statute and administrative rule and must comply with the requirements stated in the Specialized Education Model Requirements in **Appendix 4**.

The School will comply with section 3321.191 of the Revised Code, unless it is an internet- or computer-based community school that is subject to section 3314.261 of the Revised Code.

The Governing Authority must adopt an enrollment and attendance policy and ensure that the School enacts a process that requires a student's parent to notify the School when there is a change in the parent's or student's primary address. The policy and process must include annual notification to parents.

The Governing Authority must adopt a policy and process by which student residence information is verified on a regular basis. The policy and process must include a verification upon enrollment, periodically throughout the school year and at the end of each school year.

The School shall comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the following:

- An internet or computer-based community school; or
- A community school in which a majority of the enrolled students are children with disabilities as described in ORC 3314.35(A)(4)(b) of the Revised Code.

5.9 Statutory References

The statutory references in this section are currently provided for and required to be in this Agreement pursuant to ORC 3314.03, which is subject to amendment by Ohio's General Assembly. All references in this Agreement to ORC Sections shall refer to the most current statute as may be amended during the term of this Agreement.

5.10 School Contracts must Contain Right to Cancel

Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew, effective upon the expiration date or suspension of this Agreement, provided such a provision is agreed upon by the third party. This includes contracts with teachers and non-teaching staff. Notwithstanding the foregoing, this provision shall not affect any existing contracts or agreements between the School and any third party that precede the date of this Agreement.

5.11 Annual Review of Contract

The Governing Authority and Sponsor must meet at least once yearly, upon such a meeting being organized by the Sponsor, to review the terms and provisions of this Agreement. At the meeting and any other time, the Governing Authority and Sponsor may consider requesting a contract modification approved by mutual agreement of the Parties.

5.12 Auditor of State Bond (if applicable)

If the School opened after February 1, 2016, the Governing Authority of the School must either post a bond in the amount of \$50,000 or deposit cash in that amount, with the Auditor of State in accordance with ORC 3314.50, and the Department may withhold funding pursuant to ORC 3314.191 if the bond is not posted or cash deposited pursuant to ORC 3314.191 or as otherwise provided for by law. If applicable, the Operator may deposit cash in the amount of \$50,000 or provide a written guarantee of payment which shall obligate the Operator to pay the costs of audits of the School up to an amount of \$50,000 with the Auditor of State in accordance with ORC 3314.50.

5.13 School Records

The School agrees to comply with all federal, state, and Sponsor record keeping requirements including those pertaining to students, governance, and finance. All financial records shall comply with the standards for financial reporting as set forth in ORC 3301.07(B)(2). The School shall be notified within ten (10) business days following adoption of new or materially modified Sponsor policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the Department's student information system. In addition, the School shall ensure that records for students enrolling in the School or other schools are transferred as quickly as possible. Financial records shall be reconciled at least monthly. All public records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. **The School further agrees to assist the Sponsor in accessing (in a read-only manner) or reviewing any records as part of its oversight responsibility or to address its compliance requirements. In addition, to assist the Sponsor in evaluating and monitoring the performance of the School, the School shall provide the Sponsor with READ ONLY access to all of the Department's systems, including but not limited to: Education Management Information System (EMIS); Secure Data Center (SDC); Comprehensive Continuous Improvement Plan (CCIP); Ohio Educational Directory System data, and the Compliance System so that the Sponsor may adequately evaluate the performance of the community school so long as educational records or information required to be kept confidential is not accessible to the Sponsor unless authorized by law or this Agreement. Further, the School agrees to consent and sign any documentation required to grant read-only access to any of the systems.**

5.14 Audit documents and Special Audits

The School shall submit to the Ohio Auditor of State and copy the Sponsor on all reports statutorily due no later than one hundred fifty (150) days following the close of the fiscal year as currently required, or as may be amended during the term of this Agreement.

The Sponsor may order a special financial audit of the School from the Auditor of State if, in the sole discretion of the Sponsor, the Sponsor has reason to believe that the School has:

- Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the School's finances;
- Improperly maintained its financial records; and/or
- Insufficient financial controls appear to be occurring.

Prior to ordering the special financial audit, the Sponsor shall notify the Governing Authority of its intention to order a special financial audit and provide a written explanation as to why such a request is being made. The Sponsor shall give the School thirty (30) days to cure any perceived financial issue prior to ordering the special financial audit.

Section 6 Notification to Sponsor

6.1 Timely Notice

The School shall promptly notify the Sponsor, the Department, and other appropriate authorities in the following situations:

- The discipline of employees at the School arising from misconduct or behavior that may affect their employment, or that constituted serious violations of law; or
- Any complaints filed against the School or Governing Authority by or with any governmental agency.

6.2 Immediate Notice

The School shall promptly notify the Sponsor of any of the following:

- Conditions that may cause it to materially vary from the terms of this Agreement, or applicable Sponsor requirements, or significant and ongoing violations of applicable federal or state law or administrative rule;
- Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities unless such closure is a result of a published governmental order or is for a routine closure (e.g. snow days, delayed start/early release for weather conditions, etc.);
- The arrest, dismissal or resignation of any members of the Governing Authority or School employees for any reason. If the arrest, dismissal or resignation of any member of the Governing Authority or School employee is for a crime punishable as a felony or any crime related to the misappropriation of funds or theft, the School shall also provide a written report of the information known at the time of the notification. The School shall also notify the Sponsor if it is made aware of the arrest of any member of the Governing Authority or School employee

for any reason. Additionally, the School shall follow all reporting regulations as required in ORC 3314.40 and other relevant laws as required;

- Misappropriation of funds or suspected misappropriation of funds;
- Notice from the Internal Revenue Service or any tax authority related to audits, unpaid taxes or penalties.
- A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;
- A failure to maintain its corporate status with the Ohio Secretary of State's Office that is not cured within sixty (60) days of notice of the same; or
- Any Findings for Recovery issued by the Ohio Auditor of State against any member of the Governing Authority, Operator, fiscal officer, or any employee of the School with responsibility for fiscal operations or authorized to expend money on behalf of the School.

Section 7 Compliance with Law and Rule

The School shall comply with all applicable federal and state laws, administrative rules, local ordinances, and Sponsor policies and procedures applicable to community schools.

Section 8 Reports to Sponsor

The School shall provide in a timely manner to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed within Section 8, along with projected due dates for the current school year. Timely notification from the Sponsor shall be provided when due dates are changed or additional reports are to be provided. The Sponsor will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Agreement, and the Sponsor may take actions outlined in Section 10. Annual reports include, but are not limited to:

8.1 Unique School Objectives

The School shall annually provide the Sponsor with a report identifying the progress that the School has made on each of its unique objectives included in its Education Plan (the "Education Plan"), which is in **Attachment 6**, during the prior school year. The School and the Sponsor shall mutually determine the due date of the report given the availability and time necessary for assessment of data;

8.2 Monthly Financial Reports

Required financial reports including budget and enrollment records on a **monthly basis no later than the 15th of each month** in the format and with attachments prescribed by ORC 3301.07(B)(2), and pursuant to ORC 3314.023 and 3314.024 as applicable.

Statistical reports including financials, expenditures, income and debt statements, enrollment, expulsions, suspensions, and any other matter that relates to the financial stability or instability of the School in the format including any relevant attachments that the Sponsor requests, **on a monthly basis by the 15th of each month**.

580 If applicable, a detailed monthly accounting of the nature and costs of goods and services that the
581 Operator provided to the School pursuant to ORC 3314.024 regardless of whether the Operator received
582 more than twenty percent (20%) of the School's gross annual revenues.

583 **8.3 Comply with all Statutory Reporting Requirements**

584 The Governing Authority shall report **annually** to the Sponsor and the Department of all reporting
585 requirements set forth by ORC Chapter 3314, including, but not limited to the reporting requirements
586 set forth in ORC 3314.08(B);

587 **8.4 Projected Enrollment**

588 Projected enrollment for the next school year must be included with the Submission of the May 5-year
589 forecast submission to the Sponsor.

590 **8.5 Annual Budget and Five-Year Forecast**

591 The annual School budget, approved by Governing Authority pursuant ORC 3314.032, with evidence of
592 Governing Authority approval (resolution), if required, shall be submitted in final form to the Sponsor
593 prior to or simultaneously with its submission to the Department (October 31) of each year. A draft of
594 the Annual Budget shall be provided to the Sponsor two weeks prior to the submission deadline. The
595 Annual Budget submission to the Sponsor must be accompanied by a resolution adopted by the
596 Governing Authority approving the Annual Budget if required by law.

597 Any adjustments made to the annual budget and approved by the Governing Authority must be
598 submitted to the Sponsor within a reasonable time from approval.

599 Five-year forecasts approved by the Governing Authority are required by Ohio law twice per year. A
600 draft of the forecast shall be provided to the Sponsor two weeks prior to the filing deadline. The final
601 forecasts, with evidence of Board approval, if required, shall be submitted to the Sponsor prior to or
602 simultaneously with its submission to the Department.

603 **8.6 End of Year Cash Balance**

604 The School shall provide a report of the School's end of year cash balance within 30 days of the end of
605 the fiscal year.

606 **8.7 School calendar**

607 **No later than April 1** of each fiscal year, the School shall provide the school calendar for the upcoming
608 school year to the Sponsor and all school districts that provide transportation of the School's students.

609 **8.8 Health and Safety Reports**

610 Health and safety information including report of previous year's fire drills and documentation that the
611 required safety or emergency plans have been submitted to all required agencies, emergency contact
612 information, etc. – as required by the Sponsor Opening Assurances.

613 **8.9 Emergency Management Plans**

The School shall comply with the requirements outlined in ORC 5502.262 and corresponding administrative rules including the incorporation of a threat assessment plan into the emergency management plan. Annually, by July 1 of each year, the School shall review the emergency management plan and provide all required certifications. The School shall submit the information to the Ohio Department of Public Safety as required by law. The School will be responsible for communicating the information required by ORC 5502.262 to local responders.

In addition, the School must register with the SaferOhio tip line, or an alternative 24/7 anonymous tip reporting line that meets the standards of ORC 3313.6610(A), and report annually on the number of reports made/received, and will comply with the requirements of ORC 3313.669 to develop a threat assessment team and ensure that all training requirements for the team members have been met; and

Evidence of submission of required documentation must be made available to the Sponsor for compliance purposes.

8.10 Annual Update of Governing Authority Information

Details pertaining to Governing Authority membership, including member names, contact information used for official School business, the term beginning and end date, and any office the member holds on the Governing Authority shall be provided to the Sponsor upon execution of this Agreement and upon any changes in Governing Authority membership.

Governing Authority member conflict of interest disclosures – upon execution of this Agreement and upon any changes in Governing Authority members.

Governing Authority member background checks must be completed prior to serving as a member of the Governing Authority and placed on file at the School. Each Governing Authority member must consent to Sponsor’s review and inspection of all background checks.

Evidence of Governing Authority annual training, by a Sponsor approved provider, at the Governing Authority’s expense, on all topics required by law and the Sponsor, including, but not limited to: community school laws, ethics, and the Ohio Sunshine Laws, which includes public records and open meetings. Submissions must be provided to the Sponsor during the fall collection of documentation.

Evidence verifying that a finding for recovery has not been issued by the Auditor of State against any member of the Governing Authority, the Operator, or any employee of the School with responsibility for fiscal operations or authorization to expend money on behalf of the School as required by Sponsor Opening Assurances and as updated as necessary throughout the year.

Current Code of Regulations – within ten (10) business days after any material changes.

Current Articles of Incorporation and Statutory Agent Information – within ten (10) business days after any material changes.

8.11 Insurance Certificates

Insurance certification for the School as required by Sponsor Opening Assurances each fiscal year.

8.12 School Comprehensive Plan

The School's comprehensive plan pursuant to ORC 3314.03(B) including all policies and procedures regarding internal financial controls annually by August 1 of each year throughout the term of this Agreement.

Section 9 Indemnification of Sponsor

To the extent permitted by law and not otherwise barred by ORC Chapter 2744, the School agrees to indemnify and hold the Sponsor and its respective employees, directors, officers, and agents and assigns them harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are caused by the negligent, grossly negligent or intentional acts of the School or its respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by ORC Chapter 2744 or other law.

Section 10 Sponsor School Dispute Resolution Procedures

All disputes arising out of the implementation of this Agreement excluding the Sponsor's intervention or determination to place the School on probation, suspension, termination or any conditions leading to those decisions shall be subject to the dispute resolution process set forth in this section, unless specifically otherwise provided.

10.1 Notification of Dispute and Performance

- A. The School and the Sponsor agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delaying their performance hereunder, except for any performance which may be directly affected by such dispute.
- B. Either Party shall notify the other Party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Section of this Agreement or the law that is in dispute and the grounds for the position that such item is in dispute and the specific corrective action it wishes the other Party to take. The matter shall be immediately submitted to the President of the Governing Authority and the Director of the Office of Ohio School Sponsorship, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- C. In the event that the matter is not resolved by the President of the Governing Authority and the Director of the Office of Ohio School Sponsorship, or their respective designees, then the matter shall be submitted to the Columbus Bar Association for non-binding mediation before at least one mediator mutually agreed upon by the Parties, if one mediator cannot be agreed upon then each Party will select one mediator and a request will be made for the Columbus Bar Association to appoint one mediator. The notice for non-binding mediation shall be in writing to the other Party within thirty (30) days following the Governing Authority meeting. The thirty (30) days shall be determined by the date of the last Governing Authority meeting at which the matter is discussed. If non-binding mediation does not resolve the dispute, then the Parties may pursue any available legal remedies.

10.2 School Violations of Law or this Agreement

If the School is subject to nonrenewal or revocation for any reasons listed in the Agreement, or any of the reasons for suspension pursuant to ORC 3314.072 or probation pursuant to ORC 3314.073, or is in violation of state or federal law or regulations, or otherwise materially breaches the Agreement, the Sponsor may, but is not required to, impose other remedies prior to placing the school on probation or suspending or terminating the School's operation. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the Sponsor shall send notice as provided in subsection E below.

- A. Plan Submission. The Sponsor may require the submission of a plan to remedy the deficiency. Upon the written request of the Sponsor, the School shall develop a plan to remedy the failure or deficiency and submit it to the Sponsor for review and comment. The plan may be revised at the discretion of the School prior to the Sponsor's final review. The Sponsor may require the School to review and revise the plan if it is reasonably determined that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails to:
 1. Make progress toward achieving its goals and objectives as described in this Agreement after a reasonable period of time;
 2. Achieve Sponsor requirements; or
 3. Implement its educational program as described in this Agreement after a reasonable period of time; or
 4. Fails to complete two or more required reports by the established deadlines.
- B. Improved Submission. If the School's Report Card measures do not show progress in meeting academic goals, the Sponsor shall require the School to prepare and implement an academic improvement plan designed to improve such Report Card measures.
- C. Weekly Monitoring. The Sponsor may require weekly meetings with the President of the Governing Authority and/or the School's principal or superintendent to monitor and to review the School's progress towards the goals of the improvement plan submitted. The date, time, and location of all meetings shall be mutually determined by the Parties. The meetings may be in-person or held via tele-conference, or videoconference, as determined by the Parties.
- D. Procedural Guidelines for School Violations of Law or this Agreement. Prior to imposing a remedy outlined above, the Sponsor shall, to the extent practicable, engage in a due process procedure below:
 1. The Sponsor shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to be remedied, and the expected remedy.
 2. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's determination that a breach has occurred. In non-emergency situations, this means the President of the Governing Authority or their designee shall be given an opportunity to meet with the Director of the Office of School Sponsorship or their designee to discuss the notice within five (5) business days. Such meeting may be held in-person or through available telecommunication options.
 3. If the breach is not cured within the time specified in the notice, the Sponsor may apply remedies including but not limited to probation and suspension. The Sponsor is required to follow all procedures as outlined in ORC 3314.073 should it place the School on probation, and those procedures outlined in ORC 3314.072 should it place the School on suspension.

10.3 Sponsor Violations of School, Law or this Agreement

If the School believes that the Sponsor has violated any provision of this Agreement or applicable law, the School may initiate dispute resolution procedures as stated in Section 10.1. Moreover, if after pursuing all remedies outlined in this section and after providing the Sponsor with a reasonable opportunity to cure, the School Governing Authority may choose to terminate this Agreement prior to its expiration, but not before the end of the school year, for failure of the Sponsor to meet its obligations to the School as outlined in this Agreement and in Chapter 3314 of the Ohio Revised Code. The School understands that at the end of that school year, it must immediately close or enter into an agreement with another sponsor upon termination of this Agreement.

10.4 Request for New Sponsor

There is nothing in this Agreement that prohibits the School from submitting a request to enter into a new contract with a new sponsor prior to the expiration of this Agreement. The Department requires notice of the School's intent to change sponsors no later than January 15th on the year of expiration.

Section 11 School Operation

11.1 Governance

The School's Articles of Incorporation and Code of Regulations shall not conflict with the School's obligation to operate in a manner consistent with this Agreement. The Governing Authority will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Agreement. The Governing Authority shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Code of Regulations shall be made in accordance with the procedures described in Section 3.1 of this Agreement. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing rights of parents, that significantly increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Governing Authority, or changes the purpose of the entity.

11.2 Transparency

The School shall make Governing Authority adopted policies, meeting agendas and minutes, and related documents, readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Ohio Sunshine laws, and shall adopt and strictly enforce a conflict of interest policy and disclosure process.

11.3 Contracting with an Operator or Management Company

Pursuant to relevant law, with the approval of the Sponsor, the School may contract with a third-party Operator for operational, administrative and instructional services. Such contract must include a termination clause, performance measures, and a provision or separate assurance as to cooperation with Sponsor evaluations. The operator contract or management agreement, if applicable, is attached as **Attachment 7** and must meet the requirements of the **Sponsor Operator Guidelines (Appendix 3)** and be approved by the Sponsor. The Governing Authority shall retain authority for all decisions mandated by law to be retained by the Governing Authority. In addition, the Governing Authority must continue to contract with an independent fiscal officer who will maintain all financial records as required by Section

771 15 and the Sponsor will not approve any waivers or resolutions to allow the Operator or Management
772 Company to provide treasurer services for the School.

773 Upon receiving Sponsor approval of the operator or management company agreement, the School shall
774 provide a copy of the final signed agreement between the Operator or management company and the
775 Governing Authority within **ten (10)** business days of entering into, modifying or renewing any Sponsor
776 approved operator agreement.

777 If the School is considering a change in operator, the Sponsor must be notified and a request for
778 contract modification must be submitted with the proposed agreement identifying the roles,
779 responsibilities, fees and any changes in the educational or operational plan for the School. The request
780 for contract modification along with the proposed operator or management company agreement shall
781 be submitted to the Sponsor in writing sixty (60) days or other timeframe agreed to by the Parties prior
782 to the School entering into a new agreement for management. Any change in operator shall require a
783 contract modification approval of the Sponsor, which shall not be unreasonably withheld, delayed or
784 conditioned.

785 The School shall ensure that it follows applicable laws, as they apply to community schools, related to
786 procuring and contracting for goods and services and adhere to best practices, including standards
787 related to arms-length negotiations and arrangements and conflicts of interest with respect to the
788 purchase of goods and services proposed by the Operator or management company.

789 The School shall employ an attorney who shall be independent of the Operator. The School shall refer to
790 its attorney for the negotiation of the School's contract with the Operator, advice on compliance related
791 matters, and other matters should the School and Operator become averse to each other in any
792 particular matter.

793 All new or renewed operator agreements entered into on or after February 1, 2016 must comply with
794 ORC 3314.032(A) and shall include the following:

- 795 • The criteria to be used for early termination of the operator contract;
796 • The required notification procedure and timeline for early termination or non-renewal of the
797 operator contract; and,
798 • A stipulation of which entity owns all School facilities and property including, but not limited to,
799 equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and
800 other digital devices purchased by the Governing Authority or Operator. Any stipulations
801 regarding the property must comply with the requirements of ORC 3314.0210.

802 The operator agreement shall also require that if the Governing Authority contracts with an attorney,
803 accountant or entity specializing in audits, any said entity shall also be independent from the Operator.

804 The School shall complete an evaluation of the Operator or management company annually by
805 December 31 in compliance with the standards set forth and developed by the Governing Authority of
806 the School.

807 **11.4 Volunteer Requirements**

808 Any requirement adopted by the School that requires parents to commit to or accrue a number of
809 volunteer hours shall be subject to a waiver process that considers individual family circumstances, and

the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. Volunteers that come into regular or unsupervised contact with students shall be required to submit to a background check. A copy of the School's volunteer policy and any changes thereto, if the School has such a policy, shall be provided to the Sponsor.

11.5 Fiscal Year

The fiscal year for the School shall commence July 1 and end June 30 of each year.

Section 12 Operations

12.1 Operational Powers

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers: contracting for goods and services; selecting and controlling curricula and educational programming; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Agreement; and adoption of policies and Code of Regulations consistent with the terms of this Agreement. The powers described in this paragraph may not be delegated, except to the extent that the School contracts with an operator, in which case the operator shall be responsible to the School.

Unless operations are suspended in accordance with ORC 3314.072 or this Agreement is terminated prior to the end of a school year, the School must remain open for students to attend until the end of the school year in which it is determined that the School must close. 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 Sponsor may, but is not obligated to, assume operations of the School as provided for in ORC 3314.073(B).

12.2 Evaluations and Trainings

Superintendent/Principal Evaluations. The Governing Authority, or its designee, shall conduct an annual performance evaluation of the superintendent/principal/school leader of the School. The evaluation shall be available to the Sponsor upon request. Notwithstanding the foregoing, the School shall not be required to utilize the Ohio Principal Evaluation System for evaluating the performance of an administrator, unless the School was a recipient of moneys from a grant awarded under the federal Race to the Top program.

Employee Evaluations: The superintendent/principal/school leader or his/her designee shall conduct performance evaluations of the School's certified teachers at least annually. Unless the School was a recipient of moneys from a grant awarded under the federal Race to the Top program, the School may, but is not required, to use the teacher and/or principal evaluation systems under Chapter 3319 of the Ohio Revised Code. In addition, the School is exempt from the requirements for teacher employment and contract requirements under Chapter 3319 and 3311 of the Ohio Revised Code, including requirements and procedures for non-renewal and termination of teacher contracts.

Annual Evaluations of the School by Sponsor. The Sponsor shall conduct an annual performance evaluation of the School. This annual evaluation includes monitoring and evaluating the academic and fiscal, and the operational performance of the School. The Sponsor will review the past year's academic Report Card measures and the most recent Report Card data for the School. The Sponsor shall also conduct a performance evaluation to determine compliance with the Performance Framework attached as **Appendix 2**. In addition, prior to any renewal of this Agreement but not less than every five (5) years, the Sponsor shall conduct a high-stakes review. This high-stakes review shall include a rigorous evaluation of the School's performance including a review of the mission and vision statements, academic, financial, operational and governance performance, over the term of this Agreement. The Sponsor's Performance Framework may be modified from time-to-time upon the mutual agreement of the Parties.

Annual Evaluation of Operator or Management Company. If requested in writing by the Sponsor, the School shall complete an evaluation of the Operator or management company annually by December 31 in compliance with the standards set forth and developed by the Governing Authority which shall at a minimum review the Operator's or management company's compliance with its contract.

12.3 Compliance with Sponsor Requests

The Governing Authority and School administration shall cooperate fully with the Sponsor in all activities as required by regulations of the Department for oversight of the School. This includes, but is not limited to:

- Annual on-site visits conducted by the Sponsor;
- Annual file reviews per checklists provided by the Sponsor;
- School Improvement Plan implementation and reviews including the implementation of the Ohio Improvement Process and any Improvement Plans required by the Department;
- Monthly reviews of financials, enrollment records, and attendance monitoring;
- Access to read-only academic and financial data and data systems;
- Other appropriate requests for information, desk audits, or on-site visits from the Sponsor, the Department or the Auditor of State.

12.4 Transportation

The Sponsor and the School acknowledge and agree that the School is not required to provide transportation to students attending the School, unless the student has an individual education program that requires transportation as a related service. If the School chooses to provide transportation, the School shall be solely responsible for providing transportation services, if any, to eligible students attending the School. In providing all or partial transportation, the School shall comply and ensure that its teachers and staff comply with all Ohio laws, including ORC 3314.091, and all Federal regulations related to student transportation.

12.5 Food Services

The School shall provide free- and reduced-price meals to needy students in a manner determined by the Department and in accordance with Governing Authority policy and applicable federal and state laws. Additional documentation as determined by the Department beyond free- and reduced-lunch status may be required for funding or accountability purposes.

12.6 Insurance

The School shall purchase insurance protecting the School and Governing Authority, employees, and volunteers (if allowable by policy), and listing the Sponsor as an additional insured where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. **The Sponsor shall be identified as an additional insured on the policy and listed as a certificate holder.** The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below.

- Comprehensive general liability. \$1,000,000 per occurrence, \$2,000,000 (in the aggregate with an excess umbrella policy extending coverage as broad as primary coverage in an amount no less than \$5,000,000).
- Officers, directors and Employee's errors and omissions. \$1,000,000.
- Property insurance. As required by landlord, or if building is owned, then sufficient insurance as determined by mortgage company or the replacement value of the property.
- Motor vehicle liability. If appropriate, \$1,000,000; and
- Workers' compensation. As required by state law

All insurance certificates are attached as **Attachment 8**.

The Sponsor shall provide at least sixty (60) days' prior written notice if the required coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the Sponsor and underwritten by insurers that are legally authorized in the State of Ohio and that are rated by A.M. Best Company not lower than "A-VII". The School shall provide current certificates of insurance to the Sponsor by July 1 annually. All the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, sent to the School and the Sponsor. The School shall notify the Sponsor within ten (10) days if for any reason there is a lapse in insurance coverage. The school is solely responsible for any deductibles payable under the policies purchased by the School.

12.7 Monies to be Set Aside in the Event the School Closes

To the extent permitted by law, upon the receipt of any Notice of Intent to Suspend Operations pursuant to ORC § 3314.072, the receipt of any notice of closure from any governmental or administrative agency, or if the **Governing Authority** voluntarily votes to close the **School**, the **Governing Authority** shall immediately submit a good faith closure deposit of at least \$5,000 to the Sponsor to be used solely for the purposes of paying the cost of a fiscal officer through a potential closure and costs associated with closure including securing and maintaining any school buildings, transferring records, and any other costs associated with the orderly closing of the School. If the **Governing Authority** receives a Notice of Intent to Suspend Operations pursuant to ORC § 3314.072 and operations at the **School** are not suspended by the **Sponsor**, the closure deposit will be returned to the **Governing Authority**.

12.8 Technology

If the School applies for E-Rate funding or if it is otherwise required by law, the School must have a state-approved technology plan and complete any necessary filing procedures on or before the applicable deadlines. All technology plans must be updated as mandatory and submitted as required by law, rule or regulation.

Section 13 School Grade Levels and Enrollment

13.1 School Grade Levels

The School is authorized to serve students in grade K through grade 8. The School shall not enroll students in grades other than those specified in this Agreement. If the School seeks to change the authorized grade levels, the School shall provide a Governing Authority approved Community School Contract modification request including evidence to support increasing or decreasing the grade levels to the Sponsor not less than sixty (60) days prior to the first day of school. Any change in school grade levels shall require a contract modification approval of the Sponsor, which shall not be unreasonably withheld.

13.2 Student Demographics

As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made by the School in a nondiscriminatory manner and in accordance with the enrollment preferences, selection method, timeline, compliance with ORC 3314.03(A)(7) and procedures described in **Attachment 9**.

13.3 Maximum and Minimum Enrollment

The School and the Sponsor agree that during the term of this Agreement, the School's total enrollment shall not exceed the occupancy permit of the School's facility and site. The minimum enrollment is determined to be the lowest full-time equivalency enrollment necessary for financial viability, as reasonably determined by both Parties. However, the School must enroll a minimum of forty (40) students and comply with the admission requirements set forth in ORC 3314.06 and 3314.061.

13.4 Eligibility for Enrollment

The School shall limit enrollment of students accepted through the process outlined in section 13.5 Admissions Procedures, and attachment 9, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll, or who meet the criteria in ORC 3314.06 or 3314.061. All enrollment decisions shall be made in accordance with applicable State and Federal law and policy. If the School utilizes a lottery, the School must ensure that it complies with ORC 3314.06(H) and the school admission and lottery policies.

13.5 Admissions Procedures

The admissions procedures shall at all times comply with ORC 3314.06 and, if applicable, ORC 3314.061, and all applicable provisions of ORC Chapter 3314 and are specified in **Attachment 9**.

13.6 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan

To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- Following the application deadline and upon completing a lottery, if appropriate, the School shall obtain the most recent IEP or Section 504 Plan and ETR, if any;
- Admission of applicants with an IEP or Section 504 Plan shall be in compliance with the Individuals with Disabilities Education Act (IDEA), as well as Ohio's Operating Standards for the Education of Children with Disabilities;
- and,
- Upon admission of any student with a disability, the School shall comply with federal and state laws regarding the education of such students.

13.7 Participation in Additional Programs

No student may be jointly enrolled full-time in the School and another district or community school; however, students enrolled in the School may participate in career and technical education programs and College Credit Plus programs.

13.8 Expulsion, Suspension and Denial of Admission

The School shall immediately 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 policy shall be included in **Attachment 10**. The School's policy and practices shall comply with the requirements of ORC 3313.66, 3313.661 and 3313.662. These policies and practice shall not infringe upon the rights of students with disabilities as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of a student with a disability.

13.9 Attendance

The School shall immediately adopt an attendance and withdrawal policy and procedure that includes a procedure for automatically withdrawing a student from the School if the student without legitimate excuse fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. The School's attendance policy must be available for public inspection. The School's attendance policy and participation records shall be made available, upon request, to the Department, Auditor of State, and Sponsor to the extent permitted by 20 USC 1232 g, FERPA, ORC 3319.321, and any applicable rule or regulation thereto.

Section 14 School Mission and Academics

14.1 Vision, Mission, and School Goals

The School shall follow the unique vision, mission, focus of the curriculum as set forth in **Attachment 6**, the Education Plan, which has been approved by the Sponsor. The Education Plan shall address the School's mission, academic SMART goals, and instructional methods. The School shall be measured on their progress toward its goals as detailed in **Attachment 6**, using the attached Performance Framework in **Appendix 2**. The Education Plan must include a description of the learning opportunities offered to students (both classroom-based and non-classroom based). The School Education Plan shall not be modified or revised without prior written consent and approval of the Sponsor.

1003 **14.2 Sponsor Academics, Finance, Governance, and Operations Standards**

1004 The School shall endeavor to meet or exceed Sponsor standards established for the School in the areas
1005 of academics, finance, governance and operations. The School shall be provided an evaluation of the
1006 academic performance after the release of the Report Card. The Performance Framework is included in
1007 **Appendix 2**. The School acknowledges that these goals and indicators may change over time and that
1008 the Sponsor agrees to provide the School with prior notice and an opportunity for input into any
1009 proposed changes prior to implementation of any changes in the goals and indicators within the
1010 Performance Framework.

1011 **14.3 Academically Exceptional Students**

1012 The School shall identify academically low-achieving, at-risk students, and other “exceptional children”
1013 as defined by the Ohio Revised Code, Ohio Administrative Code, or any standards adopted by the State
1014 Board of Education needing additional educational services, and shall provide its educational program to
1015 these students in a manner that appropriately serves their needs in accordance with applicable law, as
1016 set forth in this Agreement.

1017 **14.4 Program Specific Requirements - Computer Based/On-Line Programs, Blended or**
1018 **Dropout Prevention and Recovery Programs**

1019 Unless the School operates an on-line (e-school) as identified in paragraph 1(A), the School’s educational
1020 program as currently operated and as reviewed by the Sponsor does not include an on-line program
1021 pursuant to ORC 3314.23 and the School is accordingly prohibited from offering such on-line programs
1022 unless necessary for distance learning during periods of school building closure. This paragraph does not
1023 apply to schools identified as on-line (e-schools) in paragraph 1(A).

1024 If the School operates a specialized program as identified in paragraph 1, the School shall comply with
1025 the Specialized Education Model Requirements set forth in **Appendix 4**.

1026 **14.5 Curriculum, Instructional Program and Pupil Performance Standards**

1027 The School shall have the authority and responsibility for designing and implementing its educational
1028 program, subject to the conditions of this Agreement. The educational program, pupil performance
1029 standards and curriculum designed and implemented by the School shall meet or exceed the Ohio
1030 Learning Standards, shall be designed to enable each pupil to achieve such standards, and shall be
1031 consistent with the School’s vision and mission.

1032 The School shall timely administer the assessments which shall include statewide achievement and
1033 diagnostic tests, and at least one of the assessment tools identified in the educational program in
1034 **Attachment 6**, and any other assessments required by law or recommended by the Sponsor. The School
1035 must submit a calendar of assessments to the Sponsor prior to the start of each academic year.

1036 The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment
1037 tools, and such changes shall be reflected in **Attachment 6**. The School shall satisfy the Sponsor
1038 performance standards outlined in **Appendix 2** and such other standards required by law or
1039 recommended by the Sponsor and agreed to by the School. The Governing Authority shall give the
1040 Sponsor advanced written notice of its desire to update the Education Plan as included in **Attachment 6**
1041 by submitting a request for contract modification identifying requested changes to the Education Plan,

1042 including but not limited to modifications made to the curriculum, assessment tools, or other material
1043 changes to the School's educational model as detailed in **Attachment 6** to this Agreement. Such
1044 changes will not be implemented without prior written approval by the Sponsor.

1045 The School may offer credit flexibility for students in grades seven (7) through twelve (12) if the
1046 instructional program specifies the credit flexibility plan for the School, the School has adopted a
1047 program and process that is approved by the Sponsor, and an individualized credit flexibility plan is
1048 written for each student that includes goals, assessment, defines how the student will demonstrate
1049 knowledge and skills needed, and specifies how credit will be earned. The plan must state that if a
1050 student is not successful in demonstrating knowledge and skills, the student will not earn credit through
1051 credit flexibility.

1052 **14.6 Graduation Requirements**

1053 If the school serves High School age students, the School shall develop and submit to the Sponsor for
1054 approval a policy setting forth its graduation requirements that align with state graduation guidelines no
1055 later than August 1 of each year. In addition, the School must offer students the opportunity to earn
1056 diploma seals on their Diplomas.

1057 **14.7 English Learners**

1058 The School shall provide resources and support to English language learners to enable them to acquire
1059 sufficient English language proficiency to participate in the mainstream English language instructional
1060 program. The School shall follow the State's procedures for identifying, assessing and educating English
1061 language learners.

1062 **14.8 Education of Students with Disabilities**

1063 The School shall be responsible to provide all special education support services to students enrolled in
1064 the School and may contract with entities to provide special education teacher(s) or related services
1065 subject to confirmation of appropriate licensing. The School shall assign other special education support
1066 staff as necessary to meet student needs.

1067 The School agrees to comply with all its policies and regulations and the requirements of federal and
1068 state laws and regulations concerning the education of children with disabilities and shall provide for the
1069 attendance of any School employees who should be present at any meetings at which IEPs, ETRs or 504
1070 Plans are developed or modified, unless such attendance is otherwise excused by parents as permitted
1071 by law.

1072 The School shall direct the development and/or modification of any IEP, ETR or 504 Plan required for a
1073 student enrolled in the School.

1074 The Sponsor or the School may identify from time-to-time changes to the educational program of the
1075 School that:

- 1076 • Are reasonably necessary to comply with applicable law for educating students with disabilities,
1077 or
- 1078 • Provide cost savings or other benefits in connection with educating students with disabilities.

1079 After good faith discussion of these changes with the School, the Sponsor shall have the right to require
1080 such changes if necessary to comply with law and shall have the right to request, other reasonable
1081 changes on behalf of students with disabilities that coincide with applicable state and federal law.

1082 The School shall comply with Maintenance of Effort (MOE) requirements pursuant to Individuals with
1083 Disabilities Education Improvement Act (IDEA) of 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34
1084 C.F.R. section 300.203.

1085 Special education supports and services shall be available to each student requiring such supports and
1086 services as part of the regular school day in accordance with the least restrictive environment mandate
1087 of federal and state law.

1088 **14.10 Assuring Adequate Yearly Progress**

1089 The School shall develop a plan of intervention for all students not found proficient or not making
1090 adequate yearly progress and submit such plan of intervention to the Sponsor.

1091 **Section 15 Financial**

1092 **15.1 Funding**

1093 The School must comply with ORC 3314.08 and properly report students into the Department's EMIS
1094 system pursuant to ORC 3301.0714 and corresponding regulations and guidance from the Department.
1095 The School agrees to update and correct all student participation information in EMIS including, without
1096 limitation, the percentage of time factor, the school calendar, the start and end date for student
1097 enrollment, student residency information, and any special education information.

1098 **15.2 Financial Reporting**

1099 The School shall comply with all standards for financial reporting pursuant to ORC 3301.07(B)(2).

1100 The School shall provide a financial plan detailing an estimated School budget for each fiscal year of this
1101 Agreement and specifies the total estimated per pupil expenditure amount for each year as **Attachment**
1102 **11**. Each year of this Agreement, on or before June 30, a revised School financial plan shall be submitted
1103 by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for
1104 each fiscal year of the Agreement and must show a positive cash flow in the first three (3) years.
1105 Revenues shall include the base formula amount that will be used for purposes of funding calculations
1106 under ORC 3314.08. The base formula amount for each year shall not exceed the formula amount
1107 defined under ORC 3317.02. All projected and actual revenue sources must be included in the plan and
1108 projected expenses must include the total estimated per-pupil expenditure amount for each year. The
1109 financial plan must describe the School's financial controls.

1110 **15.3 Fiscal Officer**

1111 The Governing Authority shall designate a fiscal officer that is responsible for fiscal operations of the
1112 School. **All money received by the School shall be placed in the custody of the fiscal officer.** The
1113 designated fiscal officer shall be appropriately licensed and required to execute a bond in an amount
1114 and with surety as approved by the Governing Authority. The bond shall be payable to the State,
1115 conditioned for the faithful performance of all official duties required of the fiscal officer. The bond shall

be deposited with the Governing Authority and a copy filed with the county auditor. The designated fiscal officer shall maintain the School's financial records in the same manner and method as is commonly used by traditional school districts, pursuant to rules of the Auditor of the State. The Governing Authority recognizes it is subject to audits pursuant to ORC 117.10. The Governing Authority shall use its best efforts to require the fiscal officer to include GAAP conversion or to contract out for GAAP conversion for the School. The Governing Authority shall ensure that it, and its designated fiscal officer are fully compliant with the Auditor's office, including the provision of records and the completion of audit requirements. The Governing Authority shall ensure that the designated fiscal officer provides fiscal information and reports as required by law, this Agreement, and/or as designated from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for the Sponsor to perform its oversight and monitoring responsibilities. The fiscal officer must control all School funds , and if applicable, shall be independent from the Operator . The Department will not approve any waivers to allow the Operator to provide fiscal officer services. The Governing Authority must contract with an independent fiscal office. A copy of the bond in the minimum amount of \$25,000 is attached with a copy of the fiscal officer contract as **Attachment 12**. If the fiscal officer changes, the Governing Authority must notify the Sponsor in writing within ten (10) business days.

The fiscal officer shall participate in all pre-audit and post-audit conferences with the Auditor of State and shall notify the Sponsor in advance of all conferences so that the Sponsor may participate in the conferences.

If applicable, the fiscal officer may work with the School's finance committee or task force to review, or modify, all contracts, budgets, forecasts, federal fund expenditures and plans, disbursements, and monthly financial documents to ensure that the School remains fiscally viable and that it follows the annual budget and forecasts.

If the School should be declared unauditable under ORC 3314.51, the Governing Authority shall suspend and temporarily replace the fiscal officer and require their dedication to assist any replacement fiscal officer(s). The suspension may be paid or unpaid as determined in the Governing Authority's sole discretion. The School agrees that the fiscal services agreement will state that the fiscal officer is primarily responsible for all closing assurances if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close and must authorize that the fiscal officer and/or fiscal officer's agreement remain fully authorized to proceed to close the School. If the School closes or is permanently closed, the fiscal officer shall deliver all financial and enrollment records to the Sponsor within thirty (30) days of the School's Closure.

The School shall work with their fiscal officer to meet all requirements for the School's opening, fiscal operations and closing if required. 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 funds owed as a result of any findings for recovery by the Auditor of State against the fiscal officer.

15.4 Fiscal Services Agreement

The Governing Authority must contract for fiscal services. The fiscal officer under such an agreement shall be employed by or engaged under a contract with the Governing Authority of the School, as

required by ORC 3314.011(A). The agreement must require the fiscal officer to assist in all audits and provide closure and final, or special, audit services; and state that the fiscal officer is primarily responsible for all financial related portions of the closing procedures if the School closes. The agreement must authorize that the fiscal officer and/or the fiscal officer agreement remains authorized to complete the closure process of the School. In addition, the agreement must require the fiscal officer to attend finance committee meetings, governing authority meetings, and participate in pre- and post-audit meetings. The fiscal officer's agreement is attached with the fiscal officer bond as **Attachment 12**.

15.5 Bonds

ORC 3314.029(C) – Bond. The Department may require the School to post and file a bond with the Superintendent of Public Instruction payable to the state which shall be used to pay the state any moneys owed by the School in the event the School closes. The Governing Authority's failure to provide this bond upon receipt of proper notice and within a reasonable time to cure is grounds for immediate termination of the Agreement.

ORC 3314.50 - Bond. If the School was opened after February 1, 2016 and is required to post bond or written guarantee pursuant to ORC 3314.50, the School shall maintain the Bond or written guarantee with the Auditor of State. The School acknowledges that the Sponsor as a state agency cannot provide a written guarantee on behalf of the School.

15.6 Financial Policies

The School shall follow applicable laws, as they apply to community schools, related to procuring and contracting for goods and services and adhere to best practices, including standard related to arms-length negotiations and arrangements and conflicts of interest. The School's fiscal officer shall assist in drafting policies and procedures relating to the procurement and contracting of goods and services. The Sponsor may offer guidance on such policies and review the School's compliance with policies and procedures.

15.7 Budget

Prior to Governing Authority adoption, the School shall submit to the Sponsor its proposed annual budget (as identified in Section 8.5) for Sponsor review for statutory compliance and compliance with the terms and conditions of this Agreement. Upon adoption, the Governing Authority will submit to the Sponsor, within a reasonable time, evidence of adoption via resolution. The School's annual budget shall ensure that the School projects a positive cash flow. If a deficit is projected, the Governing Authority and the School agree to take appropriate and necessary measures to ensure a positive cash flow. The budget shall be prepared in accordance with ORC 3314.032 and any guidance from the Department. If the School has entered into a contract with an Operator, the budget must include a detail of all expenditures including a detail of payments to the Operator in the same format as required by the Auditor of State. The budget as approved by the Governing Authority and any subsequent approved revisions shall be submitted to the Sponsor along with the Governing Authority resolution approving the budget or budget revision. A material violation of this Section may result in the Sponsor initiating remedies described in Section 10.

15.8 Enrollment Projections

The School shall provide the Sponsor with its latest and best estimates of its anticipated enrollment for the next school year with the submission of the May 5-year forecast submission. The estimate is subject to review and approval by the Sponsor and must be a reasonable estimate. The Parties agree that the purpose of this Section is to provide information to allow the Sponsor to prepare its future budgets, advise the School of its financial status, and that any information provided under this Section shall not be used by the Sponsor for the purpose of funding or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

15.9 Contracting

The School is authorized to enter into contracts for services pursuant to Ohio law. A copy of all executed contracts entered into between the Governing Authority and any third party shall be submitted to Sponsor within thirty (30) days of execution of the contract.

The School shall not enter into any contract that does not contain a total contractual amount or states that the contract "shall not exceed" a specified dollar amount that is included in the annual budget or five-year forecast as approved by the Governing Authority.

The School shall not extend the faith and credit of the Sponsor to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the Sponsor. To the extent agreeable by the contracting party, each contract or legal relationship entered into by the School shall include the following provisions:

- The contract acknowledges that the School is not an agent of the Sponsor, and accordingly contractor expressly releases the Sponsor from any and all liability under the agreement.
- Any financial obligations of the School arising out of this Agreement are subject to annual appropriation by the Governing Authority.

15.10 Annual Audit

The School shall undergo an annual financial audit by the Auditor of State pursuant to ORC 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of State or their designee of an audit, the School shall notify the Sponsor in writing of the time, date, and location of the pre- and post- audit and all other scheduled Governing Authority meetings with the Auditor of State or their designee. The Sponsor shall maintain a presence at any and all such scheduled meetings. All financial records must be kept in the same manner as financial records of school districts, pursuant to rules of the Auditor of State. Audits shall be conducted in accordance with ORC 117.10. A draft of the results of the audit shall be provided to the Sponsor in written form each year. **The School shall not waive any entrance or exit conferences or interviews with the Auditor of State or their designee, and the fiscal officer must attend these meetings along with a designee of the School and the Sponsor.** If the School receives comments or findings in its annual audit, the School shall have a post-audit conference and at least one member of the Governing Authority shall attend the post-audit conference in addition to the Sponsor.

15.10 Loans

The School shall not obtain any loans without Sponsor approval, which approval will not be unreasonably withheld, conditioned or delayed and Governing Authority approval of the application

1235 during an open meeting. The Governing Authority may not permit an application for a loan to be
1236 submitted without prior approval by the Sponsor and Governing Authority approval and vote during a
1237 public meeting.

1238 The School shall not obtain loans or funding that encumbers state foundation payments or federal
1239 grants. No loans may be made by the School to any person or entity other than reasonable employee
1240 advances or to other related or controlled entity, without Sponsor approval, which approval shall not be
1241 unreasonably withheld, conditioned or delayed.

1242 Should the School seek a loan from the School's Operator or management company, the School must
1243 obtain approval from the Sponsor, which approval will not be unreasonably withheld, conditioned or
1244 delayed and provide evidence that said loan is in the best interest of the School. The fiscal officer must
1245 oversee the repayment of the loans and obtain a written loan agreement with interest at the fair market
1246 rate and include a date by which the loan is due and payable.

1247 Section 16 Employees of the School

1248 **16.1 Employment of Teachers**

1249 At least one (1) full-time or two (2) part-time classroom teachers each working more than twelve (12)
1250 hours per week must be employed to work in the School. The full-time classroom teachers and part-time
1251 classroom teachers working more than twelve (12) hours per week shall be certified in accordance with
1252 ORC 3319.22 to 3319.31. Non-certificated persons may teach up to twelve (12) hours per week in the
1253 School pursuant to ORC 3319.301. If the School operates a dropout prevention and recovery program a
1254 non-certificated person may teach in an industry recognized credential program up to forty (40) hours
1255 per week pursuant to ORC 3319.301. The student to full-time equivalent classroom teacher ratio shall be
1256 no more than 30:1. If the School uses federal funds for the purpose of class size reduction by using Title I
1257 or Title II-A funds, the schoolwide students to full-time equivalent classroom teacher ratio shall be no
1258 more than 25:1 based upon the State Operating Standard OAC 3301-35-05(A)(2). The School may
1259 employ non-teaching employees. Prior to the opening day of the School each year, the School will
1260 provide the Sponsor with proof of Ohio licensure/certification in the grade level and content area for a
1261 sufficient number of teachers to support the state teacher/student ratio and all courses and/or grade
1262 levels taught at the School. Although the Governing Authority may employ teachers and non-teaching
1263 employees necessary to carry out its mission and fulfill this Agreement, no contract of employment shall
1264 extend beyond the expiration of this Agreement. The School shall provide the Sponsor with the roster
1265 and meeting dates for the Local Professional Development Committee (LPDC) and the laws and rules
1266 governing LPDC must be implemented by the School.

1267 **16.2 Employee Status**

1268 All employees hired by the School or, if applicable, the Operator shall be employees of the School or
1269 Operator, respectively, and shall not be employees of the Sponsor. All employee discipline decisions
1270 shall be made by the employee's employer. The Sponsor shall have no obligation to employ School
1271 employees who are released or leave the School. Other terms of the employment relationship are
1272 described in the Employee Handbook submitted as part of the School's community school application.
1273 The Handbook may be amended or revised at the discretion of the School. The School shall develop

1274 requirements and procedures for the disposition of employees in the event the School's Agreement is
1275 terminated or not renewed pursuant to ORC 3314.07.

1276 **16.3 Criminal Records Check/Background/Fingerprinting**

1277 The School shall establish and implement procedures for conducting background checks (including a
1278 check for criminal records) for all employees to the extent required by state and federal applicable laws,
1279 rules and regulations, including but not limited to ORC 3314.41, 3319.31, 3319.39 and 3319.391. This
1280 includes ensuring that all independent contractors and companies that place employees in the School
1281 complete the requisite background checks. The School agrees that the Sponsor shall have access to
1282 these records upon request.

1283 **16.4 Employee Benefits**

1284 The School or its designee must provide health and other benefits to all full-time employees, as set out
1285 in **Attachment 13**. **Attachment 13** may be amended by the School from time-to-time; however, all such
1286 amendments shall be provided to the Sponsor in writing within three (3) business days of amendment or
1287 change. In the event certain employees have bargained collectively pursuant to ORC Chapter 4117, the
1288 collective bargaining agreement supersedes **Attachment 13** to the extent that the collective bargaining
1289 agreement provides for health and other benefits. The collective bargaining agreement shall not, under
1290 any circumstances, be a part of this Agreement.

1291 If the School is the recipient of moneys from a grant awarded under the Federal Race to the Top
1292 program, Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment
1293 Act of 2009", Pub. L. No 111-5, 123 Stat. 115, the School will pay teachers based upon performance in
1294 accordance with ORC 3317.141 and will comply with ORC 3319.111 of the Revised Code as if it were a
1295 school district.

1296 **16.5 Required Training for Teachers**

1297 Each person employed by the School as a nurse, teacher, counselor, school psychologist or administrator
1298 shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and
1299 substance abuse and the promotion of positive youth development within two (2) years of commencing
1300 employment with the School, and every five (5) years thereafter. Prior to opening day, the School will
1301 provide the Sponsor with proof of Ohio licensure/certification in each teacher's represented field and
1302 credentials and proof of background checks completed for all certified staff including nurse, counselor,
1303 school psychologist or administrator. Each classroom teacher initially hired by the School on or after July
1304 1, 2013 and employed to provide instruction in physical education will hold a valid license issued
1305 pursuant to ORC 3319.22 for teaching physical education.

1306 **Section 17 Sponsor Fee**

1307 The Sponsor has considered and evaluated the oversight, technical assistance, and monitoring it will
1308 provide to the School, for and in consideration of providing these services to the School, the School shall
1309 pay the Sponsor a fee of three percent (3%) of the total amount of foundation payments received each
1310 year by the School from the State of Ohio. The fees are calculated from the Department issued
1311 community school settlement report identifying the amount of state funds paid to the School for the
1312 invoice period. The sponsor fees shall be identified on the School's settlement statement and the School

agrees to permit the Department to automatically deduct the sponsor fee from the School's base foundation payments each month. Payments may also be made by the 30th day of each month, except for February which shall be on the 28th day. Failure to make required payments may result in the Sponsor placing the School on probation, suspension or termination pursuant to the terms of this Agreement.

In the event that the Department subsequently determines that the School received an overpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Sponsor shall refund the School the amount of the sponsorship fee overpayment. Likewise, in the event that the Department subsequently determines that the School received an underpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing Authority agrees to pay the Sponsor the amount of the sponsorship fee underpayment. Any overpayment of underpayment will be paid following the Department's final fiscal year adjustments known as "final number 2".

Section 18 School Facility

The School is authorized to locate and operate at 1350 Granville Rd, Newark, OH 43055. If the location is leased, the lease shall be signed unless it is in accordance with the budget approved by the Governing Authority and on file with the Sponsor. The Sponsor shall have the right to inspect and approve the site before the lease is signed. Approval of the site shall not be unreasonably withheld, conditioned, or delayed, however, the Governing Authority must timely comply with ORC 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased. The School shall include in the lease a contingency stating that the lease expires at the end or termination of this Agreement or some other contractual protection so that the School does not get burdened with the lease if this Agreement is terminated or the School loses its funding from the State of Ohio. The lease cannot contain any balloon or payout provisions resulting from a breach or missed payment. Any facility used for the School shall meet all health and safety standards established by law for school buildings. Any lease agreement entered into by the Governing Authority to lease a facility for the School must contain a provision that it is an express condition of the lease that the facilities leased meet all health and safety standards established by law for school buildings.

Prior to entering into any lease or purchase agreements with the Operator or management company, the Governing Authority shall obtain an opinion from an independent licensed professional in the real estate field that verifies the lease or purchase agreement is commercially reasonable at the time and provides the fair market value of the property. This opinion shall be attached as an addendum to the lease or purchase agreement.

A description of the facility; a copy of the lease, deed, or other facility agreement; the annual costs associated with leasing the facility or annual mortgage principal and interest payments are attached as **Attachment 14**. Subsequent amendments, modifications or renewals thereof of the lease and all related documents shall be provided to the Sponsor to update this Agreement. **Attachment 14** will include the physical and/or mailing address utilized by the School. The School shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The Sponsor shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided above.

The Governing Authority recognizes the rights of public health and safety officials to inspect the facilities of the School and to order the facilities closed if those facilities are not in compliance with health and safety laws and regulations. The Department as the community school oversight entity has the authority to suspend the operations of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the School that poses an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.

Section 19 Renewal of Sponsorship Process

19.1 Timeline and Format

The School shall submit its application for continued sponsorship in compliance with the timeline and format published by the Sponsor on its website; and such application shall be made available at least sixty (60) days prior to the date on which the application is due. All applications are subject to the Sponsor completing a high-stakes review pursuant to section 12.2 and review of the School's score over the term of this Agreement on the Sponsor's Performance Framework. The Sponsor shall provide a decision to the School on the application no later than January 15 of the year in which the Agreement expires, or by a mutually agreed upon date following an informal hearing where the School shall have the opportunity to address the Sponsor about its renewal request. If the Sponsor decides to deny an application or not to accept an application, it shall detail the reasons in its letter to the School.

19.2 Application Contents

In addition to contents required by law and the Department, the application may include comments and additional information provided by the School about its progress toward meeting the Sponsor's indicators and meet the statutorily required criteria as set forth in ORC 3314.029. The timeline and format of the application shall be provided to the School by the Sponsor and shall be posted on the Sponsor's website.

19.3 Criteria for Applications or Non-Renewal and Revocation

The Sponsor may terminate, revoke or deny renewal of an application for any of the grounds provided by state law or ORC 3314.07, as they exist now or may be amended, upon the failure of the School to meet renewal criteria, or due to a material breach of this Agreement.

All applications must be submitted within the timeframe stated in the application and must be complete. No incomplete applications will be accepted. All application materials will be provided to the School sixty (60) days before the due date.

19.4 Non-Renewal Appeal Procedures

The Sponsor shall provide the School written notice of the grounds for termination or non-renewal by January 15 of the year the Sponsor intends to take action pursuant to ORC 3314.07. Any appeal shall be in accordance with the informal hearing requirements of ORC 3314.07.

If this Agreement is terminated or not renewed by the Sponsor pursuant to ORC 3314.07(B)(1)(a) or (b), the School shall close permanently at the end of the current school year or on the date specified in the notification of termination or nonrenewal and shall not enter into a contract with any other sponsor, in

which case the following procedures, in addition to the Department's closing procedures adopted in compliance with ORC 3314.015(E), shall apply:

- Regarding employees, if there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed. In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.
- Upon termination of this Agreement, or upon dissolution of the Ohio non-profit corporation upon which the School was established, all equipment, supplies, real property, books, furniture or other assets of the School shall be distributed in accordance with ORC 3314.074 and the Governing Authority's Articles of Incorporation and Code of Regulations.
- Upon request of the Sponsor, the Governing Authority, School, and/or their agents will immediately provide the Sponsor any and all documentation and records, including, but not limited to, financial records deemed necessary by the Sponsor to facilitate the School's closure. This transmittal of documentation and records to the Sponsor excludes all students' educational records, which should be forwarded to the individual student's school district of residence.
- In accordance with ORC 3314.44, the School's superintendent, as chief administrative officer of the School, shall take all reasonable steps necessary to collect and assemble the students' educational records in an orderly manner and transmit the records to the student's school district of residence within seven (7) business days of the School's closing.
- The School also hereby agrees that it will cooperate fully with the Sponsor to complete the appropriate procedures and paperwork as outlined by the Sponsor, the Department, or in statute, in the event the School is closed. Any refusal by the School to cooperate fully with the Sponsor will be considered a material breach of this Agreement and may serve as the basis for any other injunctive relief.

19.5 School-Initiated Closure or Termination

Should the School choose to terminate this Agreement, it may do so in consultation with the Sponsor at the close of any school year and upon written notice to the Sponsor. Notice of intent to non-renew or terminate the Agreement must be submitted to Sponsor by January 1st of the year the School desires to terminate. The School understands that at the end of that school year, it must immediately close or enter into an agreement with another sponsor upon termination of this Agreement. If closure is the direction, the School must meet all closure requirements as set forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

19.6 Dissolution

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Agreement, the Sponsor shall supervise and have authority to conduct the winding up of the business and affairs for the School, provided, however, that in doing so, the Sponsor does not assume any liability incurred by the School beyond the funds allocated to it by the Sponsor under this Agreement. Should the School cease operations, the Sponsor maintains the right to continue the School's operations as a Sponsor facility until the end of the school year. The Sponsor's authority hereunder shall include, but not be limited to:

- The return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 19.7 below; and,
 - Provide student records to the traditional districts where the students reside or transfer of records to the schools where the student is now enrolled.
 - Provide Sponsor with the School's asset report showing all assets purchased with public funds, all assets purchased with non-public funds, all assets purchased with non-public funds, all assets purchased with Federal Funds, and the ownership of any and all items used by the School.
 - Provide Sponsor with the Transcripts of all students graduating at any time during the existence of the School. Only the transcripts of graduates shall be provided electronically to the Sponsor
- Provide Sponsor with a copy of all required closure documents including information regarding the distribution of assets and school records. School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the Sponsor's request and counseling with students to facilitate appropriate reassignment. The School must meet all closure requirements as set forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

19.7 Distributing Assets of School

The School agrees to comply with ORC 3314.074, ORC Chapter 1702, and the School's Articles of Incorporation in distributing the assets of the permanently closed school.

Section 20 Recitals

20.1 Order of Precedence

In the event of any conflict among the organic documents and practices defining this relationship, this Agreement shall take precedence over policies of either party and the Application; applicable policies of the Sponsor that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the this Agreement shall take precedence over the Application.

20.2 Amendments

This Agreement may be amended or modified to reflect changes in Ohio Revised Code, Ohio Administrative Code or any federal regulations. Such amendments will be submitted to the Governing Authority by the Sponsor and shall specify the provisions being amended and the corresponding references in Ohio Revised Code, Ohio Administrative Code, or any federal regulations.

At the School's request, the Sponsor may approve modifications of the School's academic goals and objectives based upon school academic progress. Such changes or amendments to the School's academic goals and objectives must be approved by the Sponsor and the Governing Authority.

Other than amendments to address changes in Ohio Revised Code or Ohio Administrative Code, no amendment to the Agreement shall be valid unless ratified in writing by the Sponsor and the Governing Authority and executed by authorized representatives of the Parties.

20.3 Merger

1468 This Agreement contains all terms, conditions, and understandings of the Parties relating to its subject
1469 matter. All prior representations, understandings, and discussions are merged herein and superseded by
1470 this Agreement.

1471 **20.4 Non-Assignment**

1472 Neither Party to this Agreement shall assign or attempt to assign any rights, benefits, or obligations to
1473 any such accruing to the Party under this Agreement unless the other Party agrees in writing to any such
1474 assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

1475 **20.5 Governing Law and Enforceability**

1476 This Agreement shall be governed and construed according to the Constitution and Laws of the State of
1477 Ohio. If any provision of this Agreement or any application of this Agreement to the School is found
1478 contrary to law, such provision or application shall have effect only to the extent permitted by law.
1479 Either Party may revoke this Agreement if a material provision is declared unlawful or unenforceable by
1480 any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision.
1481 The Parties agree, that upon any material changes in law that may materially impact the relationship of
1482 the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in
1483 law amend this Agreement to reflect such changes.

1484 **20.6 No Third-Party Beneficiary**

1485 The enforcement of the terms and conditions of this Agreement and all rights of action relating to such
1486 enforcement shall be strictly reserved to the Sponsor and the School .Nothing contained in this
1487 Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the
1488 express intent of the Parties to this Agreement that any person receiving services or benefits hereunder
1489 shall be deemed an incidental beneficiary only.

1490 **20.7 No Waiver**

1491 The Parties agree that no assent, express or implied, to any breach by either Party of any one or more of
1492 the provisions of this Agreement shall constitute a waiver or any other breach.

1493 **20.8 Notice**

1494 Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon
1495 actual receipt or refusal when sent by personal delivery (subject to verification of service or
1496 acknowledgement of receipt) or one (1) day after deposit with a nationally recognized overnight courier,
1497 or three (3) days after mailing when sent by certified mail, postage prepaid to the Administrator for
1498 notice to the School, or to the designated Sponsor representative for notice to the Sponsor, at the
1499 addresses set forth below. Either party may change the address for notice by giving prior written notice
1500 to the other party.

1501

Sponsor: Director	School: Attn: Board President Par Excellence Academy
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Office of Ohio School Sponsorship Ohio Department of Education 25 South Front Street Columbus, Ohio 43215-4183	1350 Granville Road Newark, OH 43055 With copy to counsel: Nicola, Gudbranson & Cooper, LLC c/o Becky M. Scheiman 25 W. Prospect Ave., Suite 1400 Cleveland, OH 44115
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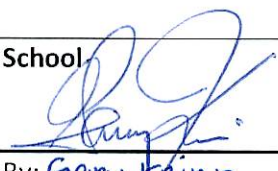
20.9 Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in full force and effect, unless otherwise terminated by one or both Parties in accordance with the terms contained herein.

20.10 Interpretation

- Standards of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Agreement, the Application, and Sponsor policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the Sponsor of otherwise-comparable Sponsored schools.
- Business Days. As used in this Agreement "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the state of Ohio are closed.
- Counterparts; Signature by Facsimile or e-Signature. This Agreement may be signed in counterparts, which when taken together, shall constitute one original Agreement. Signatures received by facsimile or by electronic signature by either of the Parties shall have the same effect as original signatures.
- Conflict with Exhibits. In the event of conflicts or inconsistencies between this Agreement, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Agreement; second, the Attachments; and, last the Application.

Executed by the following on the dates provided below.

Ohio Department of Education  Stephanie Siddens, Ph.D. Interim Superintendent of Public Instruction	School  By: <u>Gary Krinn</u> Its: <u>President</u>
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Appendices

Appendix 1:	Sponsor Opening and Closing Assurances
Appendix 2:	Sponsor Performance Framework & Current Local Report Card
Appendix 3:	Sponsor Operator Guidelines
Appendix 4:	Specialized Education Model Requirements

Attachments

Attachment 1:	Articles of Incorporation and Appointment of Statutory Agent
Attachment 2:	Tax Exempt Determination Letter
Attachment 3:	List of Governing Authority Members names and contact information. Conflict of Interest Policy and Description of How Governing Authority Members are Selected in the Future (unless these processes are included in the Bylaws (Attachment 4)
Attachment 4:	Code of Regulations (Bylaws)
Attachment 5:	Organizational Chart & Job Descriptions
Attachment 6	School Education Plan including Contract Goals
Attachment 7:	Operator Contract or Management Agreement
Attachment 8:	Insurance Certificates
Attachment 9:	Enrollment Preferences, Admission Procedures, Selection Method, Timeline, and Procedures
Attachment 10:	Admission, Withdrawal, Suspension and Expulsion Policies and Procedures
Attachment 11:	Financial Plan (Five Year, Year One Budget and Narrative)
Attachment 12:	Fiscal Officer Bond and Fiscal Officer Contract
Attachment 13:	Employee Benefits
Attachment 14:	School Facility Description and Mortgage or Lease

Appendix 1

Appendix 1
School Opening and Closure Assurances

As the School Governing Authority President/Chairperson of _____ I certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As the School Governing Authority President/Chairperson, if _____ should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints _____ (*school leader is customarily recommended as designee*), as Designee, to coordinate the opening and closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the Sponsor at the time of the School's closing are fully completed and all records are documented and submitted as required.

The School Governing Authority President, Treasurer and Designee hereby acknowledge they have reviewed the Ohio Department of Education Community School Closing/Suspension Procedures in effect at the time of executing this document and understand the responsibilities as assigned should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law. Additionally, should Governing Authority, treasurer or designee fail to ensure that all closing requirements are fulfilled the Sponsor will manage the closure process and may require the Governing Authority to reimburse the Sponsor for costs associated with closure.

Acknowledged and agreed to by the following parties:

Governing Authority

Date

Treasurer

Date

Designee

Date

Print Designee Name/Title

Appendix 2

**OFFICE OF SCHOOL SPONSORSHIP
SCHOOL PERFORMANCE FRAMEWORK**

This framework provides a comprehensive system for evaluation and monitoring of a community school's academic, operational, legal and fiscal performance. This framework is used to inform decisions on renewal and revocation, corrective action and/or probation considerations for sponsored schools. The goal is for each school to achieve 75% or greater points available in each of the respective areas of academic performance, organizational (operations and legal) compliance, and fiscal performance; however, conditional approval may be considered for those schools not achieving 75% in all areas, but averaging an overall 75% score. During a renewal year, evaluation will include consideration of the current year and the most recent three (3) years of data in each respective area.

School Name		School IRN#					
ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS TRADITIONAL SCHOOLS & DROPOUT RECOVERY							
MOST RECENT COMPLETED SCHOOL YEAR		RUBRIC RATING RECEIVED	RATING SCALE				
ACADEMIC INDICATORS			EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1.	Performance Index Grade	4	5 Stars, 4 Stars or exceeds the overall statewide average	3 Stars or meets the overall statewide average	2 Stars and is below statewide average; or has shown a 10 point improvement over prior year	1 Star and below the statewide average	
2.	Progress Grade	4	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	
3.	Mission Specific Sponsorship Contract S.M.A.R.T Goals	4	School shows evidence of exceeding mission specific contract SMART goals	School shows evidence of meeting mission specific contract SMART goals	School shows evidence of meeting some, but not all of its mission specific contract SMART goals	Evidence of meeting mission specific SMART goals is not provided or school is not meeting the goals	
4.	Performance Index vs. District of Residence	4	Exceeds performance index of district of residence of student's attending school	Meets performance index of district of residence of student's attending school	Falls below performance index of district of residence by 1-20 points	Falls below performance index of district of residence by more than 20 points	
5.	Performance Index vs. Statewide Similarly Situated Community Schools (Similar schools are based on the community school's characteristics: 1) Brick and mortar; 2) E-school; 3) Special Education; and 4) Dropout Prevention and Recovery	6	Exceeds performance index average	Meets performance index average gathered	Falls below performance index average gathered	Falls far below performance index average gathered	
6.	Achievement - Indicators met	4	Average passing rate for all grades in reading and math exceeds 50% on school administered norm referenced tests	Average passing rate for all grades in reading and math is 41-50% on school administered norm referenced test	Average passing rate for all grades in reading and math is below 31-40% on school administered norm referenced test	Average passing rate for all grades in reading and math on school administered norm referenced test is 30% or below	
7.	Progress - Multi-Year Index Overall	4	Multi-year index is above 1	Multi-year index is in the range of ± 1	Multi-year index is below -1	Multi-year index is below -2	
TOTAL PAGE 1 OF ACADEMIC INDICATORS		30					

ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS TRADITIONAL SCHOOLS						
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
8. Achievement Grade		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	
9. Graduation Rate -- 4 Year		89-100%	84-88.9%	79-83.9%	Below 79%	N/A
10. Graduation Rate -- 5 Year		90-100%	85-89%	80-84%	Below 80%	N/A
11. Graduation Rate -- 6 Year		90-100%	85-89%	80-84%	Below 80%	N/A
12. Graduation Rate -- 7 Year		90-100%	85-89%	80-84%	Below 80%	N/A
13. Graduation Rate -- 8 Year		90-100%	85-89%	80-84%	Below 80%	N/A
14. K-3 Literacy Improvement		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	Not Rated
15. Value Added: Students w/ Disabilities		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	Not Rated
16. Value Added: Lowest 20%		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	Not Rated
17. AMOs (Achievement Gap Closing)		5 Stars, 4 Stars or Exceeds Standards	3 Stars or Meets Standards	2 Stars or Does Not Meet Standards	1 Star	
18. High School Test Passage Rate		36.0-100%	1.0-35.9%	0-0.9%		N/A
19. Prepared for Success Component Grade		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	N/A
20. Student Subgroups: Attendance Rates		Significant disaggregated group(s) exceed attendance rate of all students	Significant disaggregated group(s) meet attendance rate of all students	Significant disaggregated group(s) fall below attendance rate of all students	Significant disaggregated group(s) fall 10% or more below attendance rate of all students	
21. Student Subgroups: OLEPA Scores for English Learners		OELPA scores from prior to current year show significant evidence of closing achievement gaps for LEP students	OELPA scores from prior to current year trend toward closing achievement gaps for LEP students	OELPA scores from prior to current year show no evidence of closing achievement gaps for LEP students	OELPA scores from prior to current year show evidence of negative growth for LEP students	Not Rated
22. Number of 12th Grade Students Earning Points for Graduation		More than 75% of Students Earned 18 Points	75% of Students Earned 18 Points	Less than 75% of Students Earned 18 Points	Less than 50%	N/A

Office of Ohio School Sponsorship Performance Framework

School Name		School IRN#				
23.	Local Assessments		Students show more than 1 year of growth between fall and spring assessments	Students show growth of at least 1 year between fall and spring local assessments	Students show growth between fall and spring local assessments	No growth shown
24.	Overall Value Added vs. District of Residence or Most Frequent Attendance Area		School VA grade exceeds VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is the same as VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is 1 designation below VA grade of District of Residence or Most Frequent Attendance Area	School VA grade 0 is more than 1 designation below VA grade of District of Residence or Most Frequent Attendance Area
25.	Value Added vs. Statewide		Exceeds overall VA statewide average	Meets overall VA statewide average	Falls below overall VA statewide average	Falls far below overall VA statewide average
26.	Overall Report Card Grade Compared to 5 Similar Community Schools in Ohio (grade band and demographic as selected by the school and approved by Sponsor)		Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio	
27.	Performance Index		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F
28.	K-3 Literacy		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F
29.	Progress Grade (Value Added Overall)		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F
TOTAL PAGE 2 OF ACADEMIC INDICATORS						

TOTAL PAGE 2 OF ACADEMIC INDICATORS
TOTAL PAGE 1 OF ACADEMIC INDICATORS
TOTAL OF ACADEMIC INDICATORS

TOTAL OF (3) YEARS OF DATA
TOTAL OF ACADEMIC INDICATORS
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS

ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS DOPR SCHOOLS						
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD	MEETS THE STANDARD	NEEDS IMPROVEMENT		NOT CALCULATED
		(3) points	(2) points	TO THE STANDARD (0) points		
8. Achievement Grade	3	Exceeds Standard	Meets Standards		Does Not Meet Standards	
9. Graduation Rate -- 4 Year	3	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
10. Graduation Rate -- 5 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
11. Graduation Rate -- 6 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
12. Graduation Rate -- 7 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
13. Graduation Rate -- 8 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
14. Combined Graduation Rage	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	Not Rated
15. Value Added	1	A or B	C		F	Not Rated
16. AMOs (Achievement Gap Closing)	1	5 Stars, 4 Stars or Exceeds Standards	3 Stars or Meets Standards	2 Stars or Does Not Meet Standards	1 Star	
17. High School Test Passage Rate	2	36.0-100%	1.0-35.9%	0-0.9%		N/A
18. Number of 12th Grade Students Earning Credentials	1	More than 70% of Students Earned Credentials	60% of Students Earned Credentials	50% of Students Earned Credentials	Less than 50% of Students Earned Credentials	
19. Number of 12th Grade Students Earning Points for Graduation	1	More than 70% of Students Earned 18 Points	60% of Students Earned 18 Points	45% of Students Earned 18 Points	Less than 45%	N/A
20. Local Assessments	2	Students show more than 1 year of growth between fall and spring assessments	Students show growth of at least 1 year between fall and spring local assessments	Students show growth between fall and spring local assessments	No growth shown	
21. Value Added vs. Statewide	2	Exceeds overall VA statewide average	Meets overall VA statewide average	Falls below overall VA statewide average	Falls far below overall VA statewide average	
22. Overall Report Card Grade Compared to 5 Similar Community Schools in Ohio (grade band and demographic as selected by the school and approved by Sponsor)	3	Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio		
TOTAL PAGE 2 OF ACADEMIC INDICATORS						
TOTAL PAGE 2 OF ACADEMIC INDICATORS		29				

Office of Ohio School Sponsorship Performance Framework

School Name	School IRN#
TOTAL PAGE 1 OF ACADEMIC INDICATORS	30
23. COMBINED OVERALL ACADEMIC INDICATOR RATING (BOTH SECTIONS FOR DROPOUT PREVENTION AND RECOVERY SCHOOLS)	59
TOTAL OF (3) YEARS OF DATA	
TOTAL OF ACADEMIC INDICATORS	
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS	59

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS							
MOST RECENT COMPLETED SCHOOL YEAR ORGANIZATION & OPERATIONS INDICATORS		RUBRIC RATING RECEIVED	RATING SCALE				
			EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1.	Required Number of Board Members Maintained	2	N/A	5 sponsor approved members	4 sponsor approved members for (2) or more consecutive meetings	3 or fewer sponsor approved members for (2) or more consecutive meetings	
2.	Meetings Properly Noticed	2	N/A	Timely public notice provided for all meetings, reschedules, and cancellations	Timely public notice not provided for (2) meetings, reschedules, or cancellations	Timely public notice not provided for (3) or more meetings, reschedules, or cancellations	
3.	Required Board Member Training Obtained	2	N/A	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 100% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 80-99% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for less than 80% of board members	
4.	Board Member Qualifications on File	2	N/A	Resume, BCI/FBI, and COI on file within 30 days of appointment or expiration for 100% of board members	Resume, BCI/FBI, & COI on file within 30 days of appointment or expiration for 80-99% of board members	Resume, BCI/FBE, & COI on file within 30 days of appointment or expiration for less than 80% of board members	
5.	Governing Board Member Meeting Attendance	3	Overall member attendance is greater than 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-80% OR any (1) member misses (3) or more meetings	Overall member attendance is less than 70% OR more than (1) member misses (3) or more meetings	
TOTAL ORGANIZATION & OPERATIONS INDICATORS (out of 11 available)		11					

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS							
MOST RECENT COMPLETED SCHOOL YEAR			RATING SCALE				
LEGAL INDICATORS		RUBRIC RATING RECEIVED	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
6.	On-time Records and Survey Submission	2	School is compliant for 90-100% of ORC/OAC required items	School is compliant for 80-89% of ORC/OAC required items	School is compliant for 70-79% of ORC/OAC required items	School is compliant for less than 70% of ORC/OAC required items	
7.	Contract Compliance	2	School is compliant for 90-100% of contract required items	School is compliant for 80-89% of contract required items	School is compliant for 70-79% of contract required items	School is compliant for less than 70% of contract required items	
8.	LEA Special Education Performance Determination	2	N/A	School does not have an ODE special education corrective action plan (CAP) at the end of the current school year	School has an ODE special education corrective action plan (CAP) at the end of the current school year and it is progressing towards compliance	School has an ODE special education corrective action plan (CAP) at the end of the current school year but is NOT progressing towards compliance	
9.	Pre-Opening Assurances	2	N/A	School met all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	N/A	School did NOT meet all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	

Office of Ohio School Sponsorship Performance Framework

School Name		School IRN#				
10.	Site Visit Compliance	2	N/A	School met all site visit requirements in a timely manner(bci/fbi check results, licensure and training documentation, file reviews, and operational/facility requirements)	N/A	School did NOT meet all site visit requirements in a timely manner
11.	Annual Report	2	N/A	School Annual Report submitted AND made available to parents by the due date	N/A	School Annual Report NOT submitted or NOT made available to parents by the due date
12.	Emergency Management Plan	2	N/A	Emergency Management Plan approved and current	N/A	Emergency Management Plan NOT submitted on time, approved or expired
TOTAL LEGAL INDICATORS (out of 16 available)		14				

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS						
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
13.	Combined Overall Compliance Indicator Rating	2	(3) Year Average Indicator Rating is Exceeds.	(3) Year Average Indicator Rating is Meets.	(3) Year Average Indicator Rating is Does Not Meet.	(3) Year Average Indicator Rating is Falls Far Below.
TOTAL OF (3) YEARS OF DATA		2	67%			
TOTAL OF LEGAL INDICATORS (16 available)		14	88%			
TOTAL OF ORGANIZATION AND OPERATIONS INDICATOR (11 available)		11	100%			
TOTAL OF 3 YEARS OF DATA, LEGAL INDICATORS AND ORGANIZATION AND OPERATIONS INDICATORS (27 available points)		27	85%			

FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS						
MOST RECENT COMPLETED SCHOOL YEAR FINANCIAL INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1.	Five-Year Forecast and Annual Budget Submission	4	N/A	May and November forecasts and October budget approved and submitted on time	May and November forecasts and October budget approved and submitted 1-15 days after deadline	May and November forecasts and October budget approved and submitted 16 or more days after deadline
2.	Current Ratio	6	Current ratio is 1.11 or greater	Current ratio is between 1.0 and 1.10	Current ratio is between 0.9 and 1.0	Current ratio is below 0.9
3.	Debt Ratio	6	Debt ratio is 0 - 20%	Debt ratio is 20.1 - 50.0%	Debt ratio is 40.1 - 60.0%	Debt ratio is less than 60%
4.	Unrestricted Days of Cash	6	School has 61 or more days cash available	School has between 31 to 60 days cash available	School has between 16 and 30 days cash available	School has less than 15 days cash available
5.	Maintenance of Effort (MOE)	4	N/A	The School met both ESEA and IDEA-B MOE	School met either ESEA or IDEA-B MOE but not both	School failed to meet both ESEA and IDEA-B MOE
6.	CCIP - Grant Applications, Grant Revisions, and Project Cash Requests (PCR's) Submitted Timely	2	N/A	School has submitted timely (Monthly or at least Quarterly) PCR's and submitted all applications and/or revisions timely	School has submitted some PCR's through the year and submitted or revised CCIP applications timely	School did not submit timely PCR's, Applications or Revisions
7.	Sponsor Reporting	6	All financial reports and response submitted by	No more than (2) financial reports or responses	Between (3-4) financial reports or responses	More than (4) financial reports submitted late or any
8.	Pre- and/or Post Audit	2	N/A	School held pre- and post audit conferences	School held a post audit conference	School did not hold either a pre- or a post audit conference
9.	Audit Findings	4	School's most recent audit contains (0) findings, (0) management letter comments, and (0) verbal comments	School's most recent audit contains (0) findings, no more than (1) management letter comments, and no more than (2) verbal comments	School's most recent audit contains (0) findings, no more than (2) management letter comments, and no more than (4) verbal comments	School's most recent audit contains any findings, more than (3) more management letter comments, or (5) or more verbal comments
10.	Enrollment Variance/Sustainment (Current Year vs. Previous Year)	6	Enrollment is greater than 95% beginning FTE	Enrollment is between 91% to 95% of beginning FTE	Enrollment is 81% to 90% of beginning FTE	Enrollment is less than 80% of beginning FTE
TOTAL CURRENT YEAR FINANCIAL INDICATORS (52 available points)		46	88%			

FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS						
RATING SCALE						

Office of Ohio School Sponsorship Performance Framework

School Name		School IRN#				
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY	RUBRIC	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
	RATING					
	RECEIVED					
11.	Combined Overall Fiscal Indicator Rating	2	(3) Year Average Indicator Rating is Exceeds	(3) Year Average Indicator Rating is Meets	(3) Year Average Indicator Rating is Does Not Meet	(3) Year Average Indicator Rating is Falls Far Below
TOTAL OF (3) YEARS OF DATA (3 points available)		2	66%			
TOTAL CURRENT YEAR FINANCIAL INDICATORS		46	88%			
TOTAL (3) YEARS OF DATA AND TOTAL FINANCIAL INDICATORS		48	77%			

OVERALL SCHOOL PERFORMANCE TARGETS AND METRICS SUMMARY	
	RUBRIC RATING
ACADEMIC SCHOOL PERFORMANCE	67.80%
COMPLIANCE SCHOOL PERFORMANCE	85%
FISCAL SCHOOL PERFORMANCE	77%
TOTAL SCHOOL PERFORMANCE	0.76544444

Appendix 3

Operator/Management Company Agreement Guidelines

1. The maximum term of an Operator/Management Company agreement must not exceed the term of the community school contract. After the second year that the Operator/Management Company agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. Operator/Management Company agreements must be negotiated at 'arms-length.' The community school's board and Operator/Management Company must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the Operator/Management Company agreement shall interfere with the community school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the school. No provision of the Operator/Management Company agreement shall prohibit the community school board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Ohio Sunshine Law.
4. An Operator/Management Company agreement shall not restrict the community school board from waiving its governmental immunity or require a board to assert, waive or not waive its governmental immunity.
5. No provision of an Operator/Management Company agreement shall alter the community school board's treasurer's legal obligation to direct that the deposit of all funds received by the community school be placed in the community school's account.
6. Operator/Management Company agreements must contain the following methods for paying fees or expenses: the community school board may pay or reimburse the Operator/Management Company for approved fees or expenses upon properly presented documentation and approval by the board.
7. Operator/Management Company agreements shall provide that the financial, educational and student records pertaining to the community school are community school property and that such records are subject to the provisions of the Ohio Open Records Act. All community school records shall be physically or electronically available, upon request, at the community school's physical facilities. Except as permitted under the community contract and applicable law, no Operator/Management Company agreement shall restrict the Sponsor's access to the community school's records.

8. Operator/Management Company agreements must contain a provision that all finance and other records of the Operator/Management Company related to the community school will be made available to the community school's governing authority and independent auditor.
9. The Operator/Management Company agreement must not permit the Operator/Management Company to select and retain the independent auditor for the community school.
10. If an Operator/Management Company purchases equipment, materials and supplies on behalf of or as the agent of the community school, the Operator/Management Company agreement shall provide that such equipment, materials and supplies shall be and remain the property of the community school.
11. Operator/Management Company agreements shall contain a provision that if the Operator/Management Company procures equipment, materials and supplies at the request of or on behalf of the community school, the Operator/Management Company shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
12. Operator/Management Company agreements must contain a provision that clearly allocates the respective proprietary rights of the community school board and the Operator/Management Company to curriculum or educational materials. At a minimum, Operator/Management Company agreements shall provide that the community school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the community school; or (ii) were developed by the Operator/Management Company at the direction of the community school governing board with community school funds dedicated for the specific purpose of developing such curriculum or materials. Operator/Management Company agreements may also include a provision that restricts the community school's proprietary rights over curriculum or educational materials that are developed by the Operator/Management Company from funds from the community school or that are not otherwise dedicated for the specific purpose of developing community school curriculum or educational materials. All Operator/Management Company agreements shall recognize that the Operator/Management Company's educational materials and teaching techniques used by the community school are subject to state disclosure laws and the Open Records Act.
13. Operator/Management Company agreements involving employees must be clear about which persons or positions are employees of the Operator/Management Company, and which persons or positions are employees of the community school. If the Operator/Management Company leases employees to the community school, the

Operator/Management Company agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the community school or working on community school operations. If the community school is staffed through an employee leasing agreement, legal confirmation must be provided to the community school board that the employment structure qualifies as employee leasing.

14. If the Operator/Management Company hires the community school superintendent and/or school educational leaders the agreement must include a provision that permits the Community School board to approve the hiring decisions, permit the Community School board to evaluate the superintendent and/or educational leaders, and make recommendations as to the continuation and/or termination of the superintendent and/or school leaders.
15. Operator/Management Company agreements must contain insurance and indemnification provisions outlining the coverage the Operator/Management Company will obtain. The Operator/Management Company's insurance is separate from and in addition to the insurance for the community school board that is required according to the community school contract. Insurance coverage must take into account whether or not staff at the school are employees of the Operator/Management Company or the school.
16. Marketing and development costs paid by or charged to the community school shall be limited to those costs specific to the community school program, and shall not include any costs for the marketing and development of the Operator/Management Company.
17. If the community school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the Operator/Management Company, then such agreements must be separately documented and not be a part of or incorporated into the Operator/Management Company agreement. Such agreements must be consistent with the school's authority to terminate the Operator/Management Company agreement and continue operation of the school.
18. If requested, the Operator/Management Company must provide detailed financial information to the Sponsor as required by the community school contract between the sponsor and the community school.

Appendix 4

Appendix 4

Specialized Education Model Requirements

E-Schools

If the School is an on-line (e-school), comply with the following pursuant to ORC 3314.21:

- The School shall use a filtering device and install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. If the student chooses to use his or her own computer not obtained from the School, the School shall provide such device and/or software to the student at no cost. The School shall provide a demonstration of such software and documentation that it is placed on all computers and/or offered to students who use his or her own computers to the Sponsor on an annual basis.
- The School shall develop and provide a plan to the Sponsor by August 1 of each year describing the plan by which its full-time teachers will conduct visits to the students in person throughout the year. The School shall also provide documentation to the Sponsor that the plan was complied with each school year. Evidence of compliance with the plan must be reviewed and submitted to the Sponsor annually.
- The School shall set up a central base of operation where all administrative activities occur and provide the Sponsor with the location of the central base of operations. The Sponsor shall maintain a representative within fifty miles of that central base of operations.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Blended Learning

If the School operates as a designated blended learning school, as defined in ORC 3301.079, the School must comply with the following:

- Follow the Sponsor approved blended learning educational model or models that will be used;
- Maintain a description of how student instructional needs will be determined and documented;
- Maintain documentation of the method to be used for determining competency, granting credit, and promoting students to a higher-grade level;
- Follow the School's attendance requirements, including documentation of participation in learning opportunities;

- Follow the Sponsor approved statement describing how student progress will be monitored;
- Follow the Sponsor approved statement describing how private student data will be protected; and
- Follow the Sponsor approved program for offering professional development activities offered to teachers.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Dropout Prevention and Recovery Program (Alternative Education School)

If the School operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule as currently written or as amended during the term of this Agreement relating to dropout-prevention and recovery schools. Specifically, the School agrees to develop a program that complies with the Ohio Administrative Code 3301-102-10 including meeting required enrollment and testing requirements for student enrolled in the dropout prevention and recovery program:

- The program serves only students not younger than sixteen years of age and not older than twenty-one years of age;
- The program enrolls students who, at the time of their initial enrollment, either, or both, are at least one grade level behind their cohort age groups or experience crises that significantly interfere with their academic progress such that they are prevented from continuing their traditional programs;
- The program requires students to attain at least the applicable score designated for each of the assessments prescribed under division (B)(1) of section 3301.0710 of the Revised Code or, to the extent prescribed by rule of the state board of education under division (D)(6) of section 3301.0712 of the Revised Code, division (B)(2) of that section;
- The program develops an individual career plan for each student that specifies the student's matriculating to a two-year degree program, acquiring a business and industry credential, or entering an apprenticeship;
- The program provides counseling and support for the student related to the plan developed under division (A)(4) of that section during the remainder of the student's high school experience; and
- The program's instructional plan demonstrates how the academic content standards adopted by the state board of education under section 3301.079 of the Revised Code will be taught and assessed.

The School shall ensure that each student has an individualized Student Success Plan that identifies the students goals, program of study, and meets the requirements of statute and rule.

Attachment 1



DATE:	DOCUMENT ID:	DESCRIPTION:	FILING:	EXPED:	PENALTY:	CERT:	COPY:
08/30/2007	200724102896	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

MEANS, BIGGIMER, BURKHOLDER & BAKER CO., L.P.A.
2306 KENNY ROAD
COLUMBUS OH 43221

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1723755

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

PAR EXCELLENCE ACADEMY

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200724102896

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 August, A.D.
2007.

Ohio Secretary of State



Prescribed by:

Ohio Secretary of State

Central Office (614, 456-3010)

Tel. Free 1-877-SOS-STATE 1-877-367-3433

www.sos.state.oh.us

e-mail: Dusserv@state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 ** Requires an additional fee of \$100 **
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)

Filing Fee \$125.00

RECEIVED

AUG 22 2007

SECRETARY OF STATE

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARP) ORC 173	(2) <input checked="" type="checkbox"/> Articles of Incorporation Nonprofit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (175-ARP) Profession _____ ORC 1785
---	--	---

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

FIRST: Name of Corporation	Par Excellence Academy	
SECOND: Location	Newark (City)	Licking (County)
Effective Date (Optional)	Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.	
<input checked="" type="checkbox"/> Check here if additional provisions are attached		

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

THIRD: Purpose for which corporation is formed
See attached

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

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

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

(Refer to instructions if needed)



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/17/2014	201416800466	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	0.00	0.00	0.00	0.00

Receipt

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

PAR EXCELLENCE ACADEMY
GISELE JAMES
96 MAHOLM ST.
NEWARK, OH 43055

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
1723755

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

PAR EXCELLENCE ACADEMY

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

Document(s)

DOMESTIC/AMENDMENT TO ARTICLES

Effective Date: 06/16/2014

Document No(s):

201416800466

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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
17th day of June, A.D. 2014.

Jon Husted
Ohio Secretary of State



Form 541 Prescribed by:

JON HUSTED
 Ohio Secretary of State

Central Ohio: (614) 466-3910

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

www.OhioSecretaryofState.gov

Busserj@OhioSecretaryofState.gov

Mail this form to one of the following:

 Regular Filing (non expedite)
 P.O. Box 1329
 Columbus, OH 43216

 Expedite Filing (Two-business day processing
 time requires an additional \$100.00).
 P.O. Box 1330
 Columbus, OH 43216

Certificate of Amendment

(Nonprofit, Domestic Corporation)

Filing Fee: \$50

Check the appropriate box:

☒ Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)

☐ Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation

Par Excellence Academy

Charter Number

1723755

 RECEIVED
 SECRETARY OF STATE
 2014 JUN 16 AM 11:24
 CLIENT SERVICE CENTER

A copy of the resolution of amendment must be attached to this document.

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

Required

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

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.

Edwina McIntyre 06/05/2014
Signature

By (if applicable)

Edwina McIntyre
Print Name

Signature

By (if applicable)

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/17/2014	201416800466	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	0.00	0.00	0.00	0.00

Receipt

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

PAR EXCELLENCE ACADEMY
GISELE JAMES
96 MAHOLM ST.
NEWARK, OH 43055

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
1723755

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

PAR EXCELLENCE ACADEMY

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

Document(s)

DOMESTIC/AMENDMENT TO ARTICLES

Effective Date: 06/16/2014

Document No(s):

201416800466

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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
17th day of June, A.D. 2014.

Jon Husted
Ohio Secretary of State

Attachment 2

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

DEPARTMENT OF THE TREASURY

Date: APR 03 2014

PAR EXCELLENCE LEARNING CENTER
383 WASHINGTON ST
NEWARK, OH 43055

Employer Identification Number:
31-1250790
DLN:
17053109347033
Contact Person:
MARILYN COLEMAN ID# 31511
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
December 15 2010
Contribution Deductibility:
Yes
Addendum Applies:
Yes


Dear Applicant:

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

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

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

PAR EXCELLENCE LEARNING CENTER

ADDENDUM

Based on the information submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is retroactive to the date of revocation.



MIKE DEWINE
★ OHIO ATTORNEY GENERAL ★

Charitable Law Section
Office 614-466-3181
Fax 614-466-9788

150 East Gay St
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

Verification of Registration with the Ohio Attorney General's Office

Organization Details:

Organization Name: PAR Excellence Academy

DBAs (doing business as), organizations fiscally sponsored, and/or named programs controlled by the organization:

Employer identification number (EIN): 34-2037966

Address line 1: 96 Makolm St

Address line 2:

City: Newark

State: Ohio

Zip: 430550000

County: Licking

Country: United States

Telephone: (555)555-5555

Web address:

Date of formation: 01/01/2000

Organization type: 501(c)(3)

Description of Organization's Purpose:

This organization has been granted exemptions(s) for the following reason(s):

- An educational institution which maintains a regular faculty and curriculum and normally has a regular body of students in attendance where the educational activities are carried on
- A public primary or secondary school soliciting only alumni, faculty, or the general population of the local school district

Groups may be determined to be exempt from one or both categories of registration requirements. The exemption may be withdrawn should the purposes/activities of the group change, or the law changes.

Is the organization's registration status current? Yes

Report Date: 6/25/2018 02:20:49 PM

Organization Details:

If the answer is no, a representative of the organization should immediately log into the system to take care of the filing deficiency or contact the Ohio Attorney General's Office right away with questions.

If the answer is yes, this report serves as verification that the named organization is in compliance with its registration requirements.

The financial information below is from the organization's most recent filing within the on-line system. If the items below are blank, the organization has not yet filed information on-line or they may be exempt from filing an annual report.

Reporting Year:

Reporting Start Date:

Reporting End Date:

Total Revenue:

Total Expenses:

Total Program Expenses:

Percent of Total Expenses:

Total Assets:

This Organization has the following Chapters (0):

Attachment 3

PAR-EXCELLENCE ACADEMY

BOARD MEMBERS

2021-2022

NAME	ADDRESS	TELEPHONE	EMAIL
Krinn, Gary	258 N Westmoor Ave Newark, Ohio 43055	740-344-9745 (H) 740-973-1991 (C)	garykaren1968@gmail.com
McIntyre, Edwina, President	1111 Taylor Mills Dr Reynoldsburg, Ohio 43068	740-281-8509 (C)	mcintyre_edwina@yahoo.com
Nethers, Jerry	1138 W Main Street Newark, Ohio 43055	740-344-7297 (H) 740-975-6111 (C)	hdcp16@windstream.net
Noble, Charles, Rev Dr. Emeritus	9117 Cliffcameron Drive, Charlotte, NC 28269	740-344-0382 (H) 740-973-3355 (C)	cwnoble25@windstream.net
Noble, Michael, Dr,	383 Washington St Newark, OH 43055	740-349-9133 (W)	manoble1979@gmail.com
Shaw, Donna	155 Bolton Ave PO Box 8622 Newark, OH 43055	740-366-3093 (H)	Debes377@gmail.com
Trifelos, James, ESQ	724 Howell Dr Newark, OH 43055	740-328-7399 (H)	jtrifelos@wesbanco.com
Wagner, Jon	946 Sharon View Drive Newark, Ohio 43055	740-345-9714 (W) 740-334-9693 (C)	jonhwagner@yahoo.com

Attachment 4

CODE OF REGULATIONS
OF
PAR EXCELLENCE ACADEMY

ARTICLE I: GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Par Excellence Academy (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles.

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated, exclusively for educational purposes within the meaning of §§ 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax code (the "Code") and as a public benefit corporation defined in § 1702.01(P) of the Ohio Revised Code (ORC) as follows:

a) In furtherance of its educational purposes, the Corporation shall engage in lawful activities that directly or indirectly further this purpose.

b) Notwithstanding any other provision of this Code of Regulations:

(1) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles; and

(2) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

(3) The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

(4) No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation's headquarters shall be located and maintained in Licking County, Ohio.

Section 4. Property.

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

ARTICLE II: BOARD OF DIRECTORS

Section 1. Management.

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Board of Directors shall consist of at least five (5) Directors, plus ex officio Directors, if any. Upon the recommendation of the Board of Directors, this Code of Regulations may be amended to alter the size or composition of the Board of Directors.

Section 2. Authority.

Except where the Ohio Revised Code, the Corporation's Articles of Incorporation or this Code of Regulations otherwise provide, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Except as otherwise prohibited by law, any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

Section 3. Election of and Term of Office of Directors; Staggered Terms.

(a) As their terms expire, Directors shall be selected at the annual meeting of the Board of Directors by the vote of a majority of the then-serving Directors, provided that a quorum of the Board of Directors is present. Unless a Director is elected pursuant to Article II, Section 5, each Director shall hold office for three (3) years from the date of his or her selection as Director or until his or her earlier resignation, removal from office, or death. If for any reason the Board of Directors fails to take action at any annual meeting to select Directors, the Directors then serving shall continue to serve until their successors are selected or until their earlier resignation, removal from office, or death.

(b) Any Director may, by written notice to the President of the Board of Directors, resign at any time. Any Director may be removed by a majority vote of all of the remaining members of the Board of Directors without cause at any time.

(c) A Director (other than an ex officio Director) who fails to attend four (4) consecutive meetings of the Board of Directors shall be automatically removed from the Board of Directors and relieved of all duties as a Director unless a majority of the

remaining Directors vote to allow such Director to continue to serve on the Board of Directors.

Section 4. Qualifications

At least two (2) of the current Directors must have significant ties to the Newark community. The remaining Directors shall demonstrate an interest in the area of education.

Section 5. Director Vacancies.

(a) The office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

(b) Vacancies which occur on the Board of Directors may be filled, on a temporary basis, by the vote of a majority of the remaining Directors. Any Director so elected shall hold office for the unexpired term.

ARTICLE III: MEETINGS

Section 1. Annual and Regular Meetings.

Annual Meetings of the Board of Directors shall be held each year during the month of June or at such time and place in Licking County designated by the Directors. Regular Meetings of the Board of Directors shall be held at least six (6) times throughout the year (including the Annual Meeting) and at such times and places as may be fixed by the Directors. So long as the Corporation operates an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools.

Section 2. Special Meetings

Special Meetings of the Board of Directors may be held at any time upon the written call of the President or at the written request of a majority of the Directors entitled to vote on matters presented to the Board of Directors.

Section 3. Meetings Held Through Communications Equipment.

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such a meeting.

Section 4. Notice of Meetings.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore. Notice of any Special Meeting may be made other than by written notice when circumstances dictate and must be given at least twenty-four (24) hours in advance. Notice of meetings shall be given to the public as required by Ohio law.

Section 5. Action Without Meeting.

Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or of any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees.

Section 6. Quorum.

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

Section 7. Voting

All matters submitted to a vote at any meeting at which a quorum is present shall be determined, following a motion and a second, by a majority vote of the Directors entitled to vote who are present unless otherwise provided in this Code of Regulations.

Section 8. Executive Session

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended.

Section 9. Minutes of Meetings.

The minutes of the meetings of the Board constitute the written record of Board actions. The minutes of each meeting shall reflect all actions taken by the Board. Minutes need only reflect the general subject matter of discussion in executive sessions.

A complete and accurate set of minutes shall be prepared and become a regular part of the meeting agenda.

The official minutes shall be kept in the office of the Board Counsel, who shall, after they have been approved by the Board, make them available to interested citizens. Copies are made available at cost, during normal business hours.

ARTICLE IV: OFFICERS

Section 1. Election of Officers.

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation. The duties of the Officers shall be as follows:

(1) President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. He/She shall preside at all meetings of members and, in the absence of, or if a Chairman of the Board shall not have been elected, shall also preside at meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; recruit new board members; act as spokesperson for the organization; periodically consult with Board Members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

(2) Vice-President. The Vice-President shall perform duties as are conferred upon him/her by those regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

(3) Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. He/She shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

(4) Treasurer. The Treasurer shall monitor the financial affairs of the

Corporation. So long as the Corporation is operating a community school as defined in Chapter 3314 of the Ohio Revised Code, the office of Treasurer shall be held by the Corporation's appointed designated fiscal officer, who shall not be a member of the Board of Directors. The Corporation's designated fiscal officer shall hold such licenses and receive such training as required by Ohio law. The Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her appointment, the designated fiscal officer shall turn over to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands.

(5) Assistant and Subordinate Officers. The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation.

(6) Duties of Officers May be Delegated. In the absence of any officer of the corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director.

Section 2. Qualifications and Authority of Officers.

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

Section 3. Terms of Officers.

Officers shall each serve a two (2) year term. Except as otherwise provided herein, the number of terms of such Officers shall not be limited.

Section 4. Resignation and Removal.

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

Section 5. Officer Vacancies.

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

ARTICLE V: COMMITTEES

The Corporation may have Standing or Special Committees of no more than two (2) Directors to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

ARTICLE VI: CONFLICTS OF INTEREST POLICY

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer or other interested person.

ARTICLE VII: INDEMNIFICATION

Section 1. Indemnification.

Each Director, Officer, and employee, or a former Director, Officer, or employee, shall be indemnified by the Corporation against expenses (including attorney fees), judgments, decrees, fines, penalties, or amounts paid in settlement reasonably incurred in connection with the defense of any pending or threatened or completed action, suit, or proceeding, whether criminal, civil, investigative, or administrative, to which he or she is or may be a party by reason of being or having been such Director, Officer, or employee; provided: (a) he or she is adjudicated or determined not to have been negligent or guilty of misconduct in the performance of his duty to the Corporation; (b) he or she is determined to have acted in good faith and in a manner in what he or she reasonably believed to be in or not opposed to the best interest of the Corporation; and (c) in any matter the subject of a criminal action, suit, or proceeding, he or she is determined to have had no reasonable cause to believe that his or her conduct was unlawful. The determination as to (b) and (c) and, in the absence of adjudication by a court of competent jurisdiction, the determination as to (a), shall be made by the Directors of the Corporation acting at a meeting at which a quorum consisting of Directors who are not parties to or threatened with any such action, suit or proceeding is present. Any Director who is a party to or threatened with any such action, suit, or proceeding shall not be qualified to vote and, if for this reason, a quorum of Directors cannot be obtained to vote on such indemnification, no indemnification shall be made unless such indemnification is approved by: (a) the holders of a majority of the voting shares of the Corporation, excluding for the purposes hereof shares held or controlled by every person who is a party to or threatened with any such action, suit, or proceeding; or (b) a court of competent jurisdiction. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 2. Insurance.

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, or volunteer of, the Corporation.

ARTICLE VIII: NON-DISCRIMINATION

The Corporation shall not discriminate on the basis of race, color, gender or ethnic origin with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the School will comply with all federal and state laws regarding the education of handicapped students.

ARTICLE IX: AMENDMENT OF GOVERNING DOCUMENTS

Section 1. Articles of Incorporation

The Corporation's Articles of Incorporation may be amended by a majority vote of the Directors.

Section 2. Code of Regulations

This Code of Regulations may be amended, or a new Code of Regulations may be adopted, by a majority vote of the Directors.

ARTICLE X: CONFLICT WITH ARTICLES OF INCORPORATION

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

ARTICLE XI: DISSOLUTION

The Corporation may be dissolved upon a majority vote of the Directors, provided that upon dissolution the Corporation, after paying or making provision for payment of all of the liabilities of the Corporation, must distribute its assets to another public benefit corporation, the United States, a state or any political subdivision of a state or a person that is recognized as exempt from federal income taxation under Section 501(c) (3) of the Internal Revenue Code.

ARTICLE XII: MISCELLANEOUS

Section 1. Fiscal Year.

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

Section 2. Audit.

The fiscal records of the Corporation shall be audited each year by the State Auditor or Certified Public Accountant and the report thereof made available to the President, the Board of Directors, and such other persons as may be necessary or appropriate.

Section 3. Spending Authority.

Other than electronic funds disbursements authorized pursuant to any contract approved by the Board of Directors, disbursements in excess of Ten Thousand Dollars (\$10,000) shall require the signature of the Treasurer and one other officer. Expenditures in excess of Twenty Thousand Dollars (\$20,000) shall require approval by the Board of Directors.

Adopted ; _____, 2021

Attachment 5



JOB TITLE: Intervention Specialist

EFFECTIVE DATE: June 7, 2018

REPORTS TO: Administrator

FLSA STATUS: Non-Exempt

JOB SUMMARY

Under the direct supervision of the Administrator, this position is responsible for working directly with students, instructional staff members, and families to support the achievement of grade level content and to meet the individualized needs of students.

ESSENTIAL JOB FUNCTIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

- Assists teachers in their teaching duties and other general responsibilities, such as lesson planning and preparation, instructional support, organizing activities, etc.
- Provides one-on-one student support to identified individuals as necessary.
- Consults with parents, regular education teachers, and other support staff in writing IEP's for new students.
- Conducts periodic and/or annual reviews of each student's progress.
- Assesses students and uses data to plan appropriate educational activities that support the mastery of grade level academic content and other identified student needs.
- Consults with the classroom teachers to identify and implement teaching strategies and accommodations that support students' successful placement within the least restrictive environment.
- Uses data to plan and evaluate student progress.
- Establishes and maintains an ongoing system of communication with parents and teachers to relay positive and progress-related information about students.
- Observes and carries out Special Education procedures and expectations as defined by the Ohio Department of Education and the school district.
- Performs appropriate record keeping activities, such as lesson plans, progress monitoring, and other requested documentation.
- Contributes information for the reevaluation of students and makes placement recommendations.
- Attends all Special Education meetings.
- Participates in additional training as designated by the Administrator.
- Ensures proper handling and upkeep of educational materials, supplies, equipment, etc.
- Assists teachers and other support staff with other special projects as necessary.
- Additional duties and support as required by teachers, school staff, and the Administrator.

COMPETENCIES

- Detail-oriented with strong organizational and time-management skills.
- Strong oral and written communication skills.
- Proficient in Microsoft Office applications, including Word, Excel, Outlook, etc.
- Skill in exercising tact and discretion when communicating with students, parents, teachers, administrators, and support staff.



- Ability to interact with students to maintain discipline, order, and resolve disciplinary problems.
- Ability to assist students with various physical and intellectual needs.
- Ability to handle behavioral situations in a calm and effective manner.
- Ability to maintain accurate records and write reports and logs.

MINIMUM QUALIFICATIONS

- Documented experience in participating in the development, revision, and implementation of Special Education and intervention plans.
- Completion of at least 48 semester hours or 60 quarter hours, as verified by a college transcript, from an accredited institution of higher education; or
- Possess an Associate's (or higher) degree from an accredited institution of higher education; or
- Knowledge of and the ability to assist in instructing reading and mathematics, or knowledge of and the ability to assist in readiness for reading and mathematics, as demonstrated through a formal State of Local academic assessment.
- Possession of a valid State of Ohio Intervention Specialist license for working with students with mild or moderate disabilities.

WORK ENVIRONMENT

This job operates in a professional office environment. This role routinely uses standard office equipment, such as computers, phones, photocopiers, filing cabinets, and fax machines.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; use hands to finger, handle, or feel; and reach with hands and arms. This position requires the ability to occasionally lift office products and supplies, up to 20 pounds.

POSITION TYPE/EXPECTED HOURS OF WORK

This is a full-time position, and days and hours of work are Monday through Friday, 7:30am-3:30pm.

Employee signature below constitutes employee's understanding of the requirements, essential functions, and duties of the position.

Printed

Date

Signature



JOB TITLE: Custodian

EFFECTIVE DATE: June 12, 2018

REPORTS TO: Maintenance Supervisor

FLSA STATUS: Non-Exempt

JOB SUMMARY

Under the direct supervision of the Maintenance Supervisor, this position is responsible for ensuring a clean and safe working environment for all staff, students, and visitors.

ESSENTIAL JOB FUNCTIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

- Maintains clean and sanitized restroom facilities for students, staff, and visitors
- Cleans, mops, washes, buffs, and vacuums floors regularly
- Empties trash in all areas of the school, excluding the Administrative offices
- Maintains outside walk areas, including sweeping debris and washing walkways
- Maintains lawn and grounds by frequently watering, cutting, and trimming shrubs and grass
- Cleans and polishes fixtures regularly
- Removes recycling materials from the premises
- Assists and maintains a proper inventory of equipment, supplies, and other necessary items required to perform assigned duties
- Keeps all windows and doors clean
- Dusts and vacuums frequently
- Refreshes and touches up paint in hallways, classrooms, and other areas of the building as necessary
- Any additional necessary duties as assigned by the Maintenance Supervisor and/or Superintendent

COMPETENCIES

- Detail-oriented, disciplined, accountable for results, and thorough with all work.
- Works well with others, great team player, and handles conflict/change with an open mind.
- Strong organizational and time-management skills, with the ability to prioritize tasks.

MINIMUM QUALIFICATIONS

- School diploma and 1 year of experience in a similar building maintenance position, or equivalent.

WORK ENVIRONMENT

This position operates in a school environment. While performing the duties of the job, the employee is frequently exposed to fumes or airborne particles, moving mechanical parts, and vibration. The employee is occasionally exposed to outside weather conditions. The noise level in the work environment and project sites can be loud.



PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

While performing the duties of the job, the employee is regularly required to communicate with and respond to speech and sound. This position is very active and requires movement (standing, walking, bending, kneeling, stooping, crouching, crawling, climbing, etc.) all day. The employee must frequently lift and/or move items that can weigh over 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

POSITION TYPE/EXPECTED HOURS OF WORK

This is a full-time position, and days and hours of work are Monday through Friday, 6:00am-3:30pm, unless adjusted by the Administrator. Some weekends or evening hours may be necessary in special, unusual, or emergency situations.

Employee signature below constitutes employee's understanding of the requirements, essential functions, and duties of the position.

Printed

Date

Signature



JOB TITLE: Title 1 Coordinator

EFFECTIVE DATE: June 25, 2018

REPORTS TO: Superintendent

FLSA STATUS: Exempt

JOB SUMMARY

The Title 1 Coordinator performs a variety of duties relating to the development and implementation of the district Title 1 program as outlined by the Ohio Department of Education. This position is responsible for monitoring the expenditure of Title 1 funds to include planning, organizing, administering, directing, and accounting for the operation of the Title 1 Program. The Title 1 Coordinator will work with office staff, principals, teachers, and parents to facilitate the program.

ESSENTIAL JOB FUNCTIONS

- Ensures compliance with federal and state regulations related to Title 1
- Serves as the liaison for state, federal, and other Title 1 meetings
- Attends conferences and meetings to keep current on Title 1 laws, regulations, and guidance requirements
- Insures that all Title 1 reporting and compliance requirements are met
- Responsible for the development and implementation of Title 1 programs
- Oversees budget development and long-range financial planning in Title 1 program and assumes responsibility for expenditure of Title 1 funds
- Procures instructional materials and equipment for Title 1 programs
- Assumes responsibility for testing and reporting in Title 1 programs
- Organizes in-service and staff development required for Title 1 programs
- Works with administrators, teachers, and parents concerning all Title 1 programs and requirements
- Oversees the posting and hiring of Title 1 teachers and educational assistants
- Plans and facilitates meetings for Title 1 teachers and parents, as appropriate
- Ensures implementation of parent involvement programs for Title 1
- Provides leadership and advocacy for families and children served by the Title 1 program
- Plans and implements curriculum/material development for Title 1
- Gathers and disseminates Title 1 information/resources to staff and parents
- Responsible for program evaluation and coordination of procedures necessary for comprehensive monitoring of student progress
- Provides support, guidance, and leadership to teachers and building administrators
- Provides workshops on the Title 1 program for parents and the community
- Participates in leadership team meetings and planning, as appropriate
- Performs related work as required or assigned

COMPETENCIES

- Effective communication skills, both verbal and written
- Good interpersonal skills
- Organizational skills
- Time management
- Technical capacity



MINIMUM QUALIFICATIONS

- Master's degree in education required
- At least five (5) years of certified school experience required
- Experience as a Title 1 teacher preferred
- Experience using Microsoft Office products
- Willingness to travel as needed

WORK ENVIRONMENT

This job operates in a professional office environment. This role routinely uses standard office equipment, such as computers, phones, photocopiers, filing cabinets, and fax machines.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

This is largely a sedentary role; however, some filing is required. This would require the ability to lift files, open filing cabinets, and bending or standing on a stool as necessary. There also might be some lifting needed when setting up booths at events.

POSITION TYPE / EXPECTED HOURS OF WORK

This is a full-time position, and hours of work and days are Monday through Friday

Employee signature below constitutes the employee's understanding of the requirements, essential functions, and duties of the position.

Printed

Date

Signature



JOB TITLE: Teacher

EFFECTIVE DATE: June 7, 2018

REPORTS TO: Administrator

FLSA STATUS: Exempt

JOB SUMMARY

The Teacher, within the area of his/her professional expertise, will instruct students using methods that are consistent with the program(s) of studies adopted by the Board. The Teacher will work cooperatively with staff members to develop and implement effective educational programs, and to deliver appropriate services to students.

ESSENTIAL JOB FUNCTIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

- Implements programs of study and fosters a classroom climate conducive to learning and growth that is consistent with the school's mission.
- Collaborates with professionals in the district to develop and maintain a school culture and climate that maximizes growth of every individual.
- Monitors student progress toward mastery of instructional goals and objectives.
- Communicates effectively with fellow staff members, and with parents on a regular basis.
- Demonstrates competency in the knowledge and implementation of technology standards.
- Creates and implements lesson plans based on curricula required by the school.
- Demonstrates accurate and current knowledge in subject field.
- Employs a variety of instructional strategies and methods to augment achievement.
- Follows school's established discipline procedures and policies and establishes classroom procedures and rules that enhance learning.
- Encourages and monitors students' attendance and sets high positive expectations for student performance.
- Encourages and acknowledges individual student accomplishments and appropriate behavior.
- Creates and maintains an environment that supports learning and accommodates individual learning differences.
- Communicates effectively with parents and provides feedback on student work, performance, and behavior.
- Holds regular Parent/Teacher Conferences in accordance with school policies and schedules.
- Organizes teaching strategies to maximize allocated instructional time to increase student learning.
- Follows grading policies and regulations and maintains accurate and complete student records.
- Follows confidentiality procedures regarding students, parents/guardians, and fellow staff members.
- Adheres to and complies with all established laws, policies, rules, and regulations.
- Performs assigned duties and is punctual with reports, grades, records, and reporting to work.
- Additional duties and support as required by teachers, school staff, and the Administrator.

**COMPETENCIES**

- Detail-oriented with strong organizational and time-management skills.
- Strong oral and written communication skills.
- Proficient in Microsoft Office applications, including Word, Excel, Outlook, etc.
- Skill in exercising tact and discretion when communicating with students, parents, teachers, administrators, and support staff.
- Ability to interact with students to maintain discipline, order, and resolve disciplinary problems.
- Ability to assist students with various physical and intellectual needs.
- Ability to handle behavioral situations in a calm and effective manner.
- Ability to maintain accurate records and write reports and logs.

MINIMUM QUALIFICATIONS

- Minimum Bachelor's (or higher) degree from an accredited institution of higher education.
- Valid Ohio Teaching Certificate or License.
- Proper endorsements as required.

WORK ENVIRONMENT

This job operates in a professional office environment. This role routinely uses standard office and classroom equipment such as computers, phones, photocopiers, filing cabinets, and fax machines.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; use hands to finger, handle, or feel; and reach with hands and arms. This position requires the ability to occasionally lift classroom supplies, up to 20 pounds.

POSITION TYPE/EXPECTED HOURS OF WORK

This is a full-time position, and days and hours of work are Monday through Friday, 7:30am-3:30pm.

Employee signature below constitutes employee's understanding of the requirements, essential functions, and duties of the position.

Printed

Date

Signature



JOB TITLE: Superintendent

EFFECTIVE DATE: January 11, 2019

REPORTS TO: Board of Directors

FLSA STATUS: Exempt

JOB SUMMARY

The Superintendent provides leadership in developing and maintaining the best possible educational programs and services. This position will oversee and administer use of all school facilities, property, and funds with maximum of efficiency, minimum of waste, and ever-present, overriding concern for impact on each student's education.

ESSENTIAL JOB FUNCTIONS

- Prepares and submits recommendations to the Board on all matter requiring Board action
- Supervises effective administration of all federal, state, local, constitutional, and statutory laws, state regulations, and board policies
- Delegates powers or duties to other school employees
- Secures and nominates for employment the best qualified and most competent candidates for various positions
- Assigns and transfers employees as school needs dictate and reports such action to the Board for information and record
- Suspends or terminates any certified or non-certified employee for just cause and reports such action to the Board
- Communicates all actions of the Board relating to personnel matters to all employees directly or through delegation
- Holds meetings of teachers and other employees as necessary for discussion of matters concerning improvement and welfare of the school
- Supervises methods of teaching, supervision, and administration in effect in the school, including evaluation of teaching staff
- Advises the Board on need for new or revised policies and sees that all policies of the Board are implemented
- Acts, if necessary, in any matter not covered by Board policy
- Exercises power to implement Board policy, making such rules and giving instructions to students and staff as necessary
- Assumes responsibility for overall financial planning of the school and for the preparation of the annual budget
- Establishes and maintains efficient procedures and effective controls for all expenditures of school funds in accordance with the budget, subject to direction and approval of the Board
- Submits to the Board a clear and detailed explanation of proposal of any expenditure of a substantial sum
- Administers development and maintenance of a positive educational program designed to meet community needs and carry out Board policies
- Conducts a periodic audit of all school programs
- Keeps informed of modern educational thought and practices by advanced study, attending educational conferences, and other appropriate means
- Represents the school before the public and maintains, through cooperative leadership, a program of public relations to keep public



- informed about activities, needs, and successes of the school
- Acts as liaison between employees and the Board
- Serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings
- Represent the Board as liaison between the school and the community
- Take immediate action in cases of calamity, acts of nature, or other emergencies
- Maintain and model high standards of professionalism
- Perform related work as required

COMPETENCIES

- Effective communication skills, both verbal and written
- Effective, active listening skills
- Organizational and problem-solving skills
- Organize and compile data for various state and federal reports
- Extensive knowledge of school finance
- Strong visionary and leadership skills

MINIMUM QUALIFICATIONS

- Valid superintendent's license issued by the State of Ohio
- Master's degree with a major in education administration, preferable with completion of one year of graduate work beyond the master's degree
- At least five (5) years of teaching and administration experience
- Experience using Microsoft Office products
- Willingness to travel as needed

WORK ENVIRONMENT

This job operates in a professional office environment. This role routinely uses standard office equipment, such as computers, phones, photocopiers, filing cabinets, and fax machines.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This is largely a sedentary role; however, some filing is required. This would require the ability to lift files, open filing cabinets, and bending or standing on a stool as necessary. There also might be some lifting needed when setting up booths at events.

Employee signature below constitutes the employee's understanding of the requirements, essential functions, and duties of the position.

Printed

Date

Signature



JOB TITLE: Principal

EFFECTIVE DATE: June 20, 2022

REPORTS TO: Superintendent

FLSA STATUS: Exempt

JOB SUMMARY

The Principal is a member of the school leadership team. This role supports the Superintendent in providing the instructional and organizational leadership of Par Excellence Academy. The role serves as the school's advocate and works with all stakeholders to create a common vision for the school that best positions the school for success and engages students and their community. The Principal is also committed to building a talented instructional team and working with the Superintendent to ensure a safe, engaging learning environment for all students.

ESSENTIAL JOB FUNCTIONS

- Assist the Superintendent in developing and maintaining an effective educational program consistent with state and federal guidelines and the philosophy, policies, and goals of the School Board; meeting and conferring with students, parents, faculty, and staff; maintaining records and files; and preparing reports
- Assist the Superintendent in the overall administration of the school; interpret and enforce school policies and regulations
- Support the Superintendent in the collaborative development, implementation, and ongoing refinement of the school's plan for continuous improvement
- Ensure implementation of the Board-approved curriculum
- Assist the Superintendent in monitoring compliance with federal, state, and local mandates and guidelines related to local and state testing programs and the local special education program
- Assist the Superintendent in planning and implementing a professional development/growth program for teachers and staff
- Serve as Superintendent in the absence of the regular Superintendent
- Propose schedules of classes and extracurricular activities; help schedule courses, students, and teachers
- Work with department heads and faculty in compiling the annual budget requests
- Requisition supplies, textbooks, and equipment; conduct inventories, maintain records, and check on receipts for such material
- Assist in coordinating transportation, custodial, cafeteria, and other school support services; help conduct safety inspections and safety drill practice activities
- Assist in the reporting and monitoring of student attendance
- Assist in maintaining discipline throughout the student body; deal with special cases as necessary
- Serve with parents, faculty, and student groups, as requested, in advancing educational and related activities and objectives
- Maintain a variety of files; prepare periodic and special reports as required
- Identify the special needs of students on a regular basis, seeking the assistance of school system specialists as required
- Supervise teachers and departments as assigned by the Superintendent
- Explain and interpret curriculum/instructional goals and objectives to teachers, parents, pupils, and the community



- Assist teachers in evaluating methods and materials and developing effective learning plans and classroom management techniques
- Assist in the coordination and supervision of guidance services
- Maintain and model high standards of professionalism
- Perform related work as required

COMPETENCIES

- Effective communication skills, both verbal and written
- Good interpersonal skills
- Organizational skills
- Time management
- Technical capacity

MINIMUM QUALIFICATIONS

- Master's degree in education required
- At least three (3) years of certified school experience required
- Experience as a classroom teacher preferred
- Experience using Microsoft Office products
- Willingness to travel as needed

WORK ENVIRONMENT

This job operates in a professional office environment. This role routinely uses standard office equipment, such as computers, phones, photocopiers, filing cabinets, and fax machines.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

This is largely a sedentary role; however, some filing is required. This would require the ability to lift files, open filing cabinets, and bending or standing on a stool as necessary. There also might be some lifting needed when setting up booths at events.

Employee signature below constitutes the employee's understanding of the requirements, essential functions, and duties of the position.

Printed

Date

Signature



JOB TITLE: Health Aide

EFFECTIVE DATE: June 7, 2018

REPORTS TO: Administrator

FLSA STATUS: Non-Exempt

JOB SUMMARY

Under the direct supervision of the Administrator, the primary goal of the Health Aide is to care for student health illnesses and/or injuries in a safe and efficient manner. The Health Aide works directly with parents, students, and school medical personnel for the control and prevention of disease.

ESSENTIAL JOB FUNCTIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

- Provides necessary emergency care of illness and/or injury to students and staff in accordance with the school district's policies and procedures.
- Assists in the control of communicable diseases, according to the school district's policies and procedures.
- Administers medications to students as directed.
- Performs vision and hearing screening for new kindergarten students.
- Sets up and maintains first aid kits for teachers and maintains medical supplies in the school clinic.
- Notifies Administration of serious incidents, significant health problems, and concerns of suspected child abuse.
- Maintains confidentiality of information learned regarding students and their families.
- Collects and maintains confidential student medical and emergency information, including an accurate and up-to-date list of students with health conditions.
- Performs all other health-related work delegated or required to accomplish the objectives of the total school health program.
- Additional duties and support as required by teachers, school staff, and the Administrator.

COMPETENCIES

- Detail-oriented, with strong organizational and time-management skills.
- Strong oral and written communication skills.
- Proficient in Microsoft Office applications, including Word, Excel, Outlook, etc.
- Skill in exercising tact and discretion when communicating with students, parents, teachers, administrators, and support staff.
- Ability to maintain accurate records and write reports and logs.
- Ability to react quickly, calmly, and decisively in a crisis.

MINIMUM QUALIFICATIONS

- Completion of at least 48 semester hours or 60 quarter hours, as verified by a college transcript, from an accredited institution of higher education; or
- Possess an Associate's (or higher) degree from an accredited institution of higher education; or
- Knowledge of and the ability to assist in instructing reading and mathematics, or knowledge of and the ability to assist in readiness for reading and mathematics, as



- demonstrated through a formal State of Local academic assessment.
- Possession of a valid State of Ohio Aide Permit.
- Current CPR certification.
- Red Cross First Aid or prior healthcare experience and/or training as deemed appropriate.

WORK ENVIRONMENT

This position operates in a professional office environment. This role routinely uses standard office equipment, such as computers, phones, photocopiers, filing cabinets, and fax machines.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; use hands to finger, handle, or feel; and reach with hands and arms. The employee is required to have contact with children who are ill. The employee must be capable of performing first aid and CPR.

This position requires the ability to occasionally lift office products and supplies, up to 20 pounds.

POSITION TYPE/EXPECTED HOURS OF WORK

This is a full-time position, and days and hours of work are Monday through Friday, 7:30am-3:30pm.

Employee signature below constitutes employee's understanding of the requirements, essential functions, and duties of the position.

Printed

Date

Signature

Par Excellence Academy Organization Chart FY23

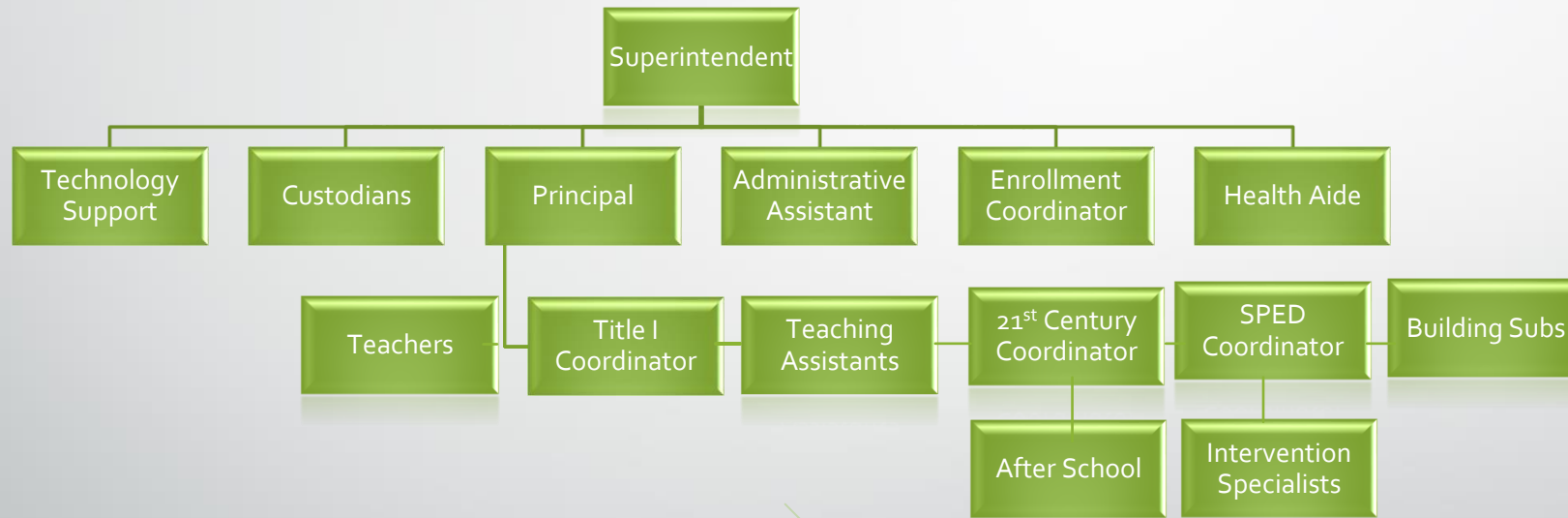


EXHIBIT 3:
Management and Administration Plan
for
THE PAR EXCELLENCE ACADEMY

Governing Authority

The governing authority of the SCHOOL is the Par Excellence Academy Board of Directors ("Board of Directors"). The Board of Directors is responsible for:

- helping create, approve, and monitor the school's annual budget
- developing policies to guide the operation of the school
- securing funding for the school
- maintaining a commitment to the vision, mission, and belief statements of the SCHOOL and the children it serves.
- Carrying out the provisions of this Successor Contract.

The school staffing and administration plan includes the following, the services of which may be procured by direct employment or contract and the duties of which may be modified by the SCHOOL over time, as the SCHOOL evolves.

School Management: The SCHOOL's Administrator is the chief operating officer of the SCHOOL, with primary responsibility for day-to-day operations of the SCHOOL. The Administrator oversees and coordinates the daily operation and management of the SCHOOL and is responsible to the Board of Directors. The Administrator also serves as a liaison between the SCHOOL and the SPONSOR, as well as between the SCHOOL and its contractors.

The Administrator supervises the implementation of goals and objectives dealing with curriculum and instruction, including maintaining communications between teacher and central curriculum and instruction staff. The Administrator coordinates overall curriculum alignment to State achievement outcomes and makes recommendations regarding curriculum purchases.

The Administrator is also the chief administrative officer of the SCHOOL and performs those functions that are required by the Ohio Department of Education to be performed by a person designated as the community school's "superintendent."

Qualifications include a minimum of a master's degree in education or related fields, excellent management and interpersonal skills, a vision for what a community school can

become, strong character and ethical standards, commitment to continuous improvement concepts, experience in the areas of curriculum development and effective instructional delivery, and excellent communication skills.

The Governing Authority shall notify the SPONSOR in the event that someone else is appointed to the position of Administrator.

Special Education; Disability Issues - The Administrator must have comprehensive knowledge of Federal and State special education laws, rules, and guidance, or the SCHOOL must designate another employee who has comprehensive knowledge of Federal and State special education laws, rules, and guidance, to be responsible for supervising special education and disability issues. A “comprehensive knowledge of Federal and State special education laws, rules, and guidance” is defined as:

- a. possessing a current administrative license from the Ohio Department of Education that qualifies the person to supervise the provision of special education services to students or
- b. completing an annual (July 1- June 30) professional development plan and professional development activities related to the supervision of special education that has been approved by the SPONSOR as being, in the SPONSOR’s sole determination, adequate for the employee to acquire the skills and knowledge to supervise special education.

The Administrator or other employee who supervises special education is responsible for all requirements related to special education and disability issues including but not limited to instructional modifications and accommodations; coordination of services; development, implementation, and monitoring of Individual Educational plans (IEPs) and Evaluation Team Reports (ETRs); and monitoring of processes **so that the SCHOOL is always in compliance with federal and state laws, rules, and guidance regarding special education and students with disabilities.**

Among other requirements, the SCHOOL must complete and maintain all student and other special education records in compliance with laws and rules,

In addition to the qualifications stated above for the Administrator or other employee designated to supervise special education, the SPONSOR may at any time require such person to participate in professional development activities approved by the SPONSOR, and/or the SPONSOR may provide technical assistance to the SCHOOL, if the SPONSOR is aware of any deficiencies on the part of the SCHOOL with respect to special education or disability requirements. If the person supervising special education continues to demonstrate deficiencies with respect to such responsibilities, the SPONSOR may, in addition to any other consequences permitted hereunder, require the SCHOOL to identify and designate a different qualified individual to supervise special education.

Instructional Staff - Provide instruction to students. The number of positions will be dependent upon the number of students enrolled as related to the established student-teacher ratios defined in this document. Qualifications include a minimum of bachelor's degree in education or related fields and appropriate certification/licensure; some experience in online education preferred; excellent classroom management and interpersonal skills; a vision for what a community school can become; strong character and ethical standards; commitment to continuous improvement concepts; and excellent communication skills.

Employees

Employee Health and Other Benefits The Board of Directors shall provide SCHOOL employees with such benefits as are mandated by applicable collective bargaining agreements, if any, or as otherwise determined by the Board of Directors.

Sick leave accrued as a SPONSOR employee may be utilized by such employee of the SCHOOL in accordance with Section 3314.10 of the Ohio Revised Code.

Disposition Of Employees if Successor Contract is Terminated or Not Renewed In the event that this Successor Contract is terminated or not renewed, the SPONSOR shall reemploy its former employees who are within the three-year leave of absence period prescribed by Section 3314.10 of the Ohio Revised Code in accordance with the SPONSOR's policy concerning the same. Otherwise, reasonable efforts will be made to out-place the SCHOOL's employees. However, nothing in this paragraph shall be construed as creating an expectancy of continued employment by the SCHOOL or the SPONSOR.

Teacher Qualifications All teachers are certified/licensed as required by law. In instances where temporarily certified/licensed teachers are used, those individuals must work toward appropriate certification in order to continue teaching at the SCHOOL. Teachers are sought who have an interest in serving, and who have the skills needed to serve, the particular needs of the target student population. Teachers must also have, or be willing to acquire, skills related to the educational program of the SCHOOL, including those related to specialized technologies employed in the educational program.

In the Event of Financial Difficulty or School Closure

In the event that the SCHOOL experiences financial difficulties that threaten the continued operation of the SCHOOL, the SCHOOL and SPONSOR shall seek collaborative strategies for remedying such difficulties. If the parties are unable to agree on such strategies or if the strategies fail to alleviate the problems within a ninety day period, the SPONSOR may intervene in the operations of the SCHOOL and may require the SCHOOL to reduce expenses and/or increase revenues through actions which may include but need not be limited to the following: joint operation and staffing of the SCHOOL by the SCHOOL and SPONSOR on a temporary or long-term basis, limitation or expansion of enrollment, modification of the SCHOOL's mission, changes in the ages or grade levels served by the SCHOOL, changes in the focus of the curriculum or range of educational offerings, and

assignment of students for a portion or all of the school day to classes operated by the SPONSOR, among other actions. At its discretion and as permitted by law, the SPONSOR may grant or loan funds and other resources to the SCHOOL. Other resources within the community and elsewhere shall also be sought and an educational foundation may be established. If the financial difficulties are not resolved to the satisfaction of both parties through collaborative efforts or otherwise, or if the SCHOOL anticipates closure or actually closes prior to the end of a school year for any reason, the SCHOOL and SPONSOR shall transition equipment, materials, supplies, and other assets from the SCHOOL to the SPONSOR or other entities, as specified in this Successor Contract and permitted by law; the parties shall, to the extent applicable, comply with procedures adopted by the Ohio Department of Education pursuant to Section 3314.015(E) of the Ohio Revised Code; the parties shall assist in the transition of employees as provided herein; and the professional staff of SPONSOR shall assist the students of the SCHOOL in transitioning to the schools of the SPONSOR or, alternatively, in identifying and transitioning to other schools. The parties shall cooperate to ease the transition of, and minimize any adverse effects upon, the students and employees of the SCHOOL.

Resolution Of Disputes Between the SCHOOL and the SPONSOR

Disputes between the SCHOOL and the SPONSOR regarding this Successor Contract shall be resolved in the following manner:

1. The party seeking to invoke this Dispute Resolution process shall give written notification of the same to the other party, describing with specificity the nature of the dispute and providing such other information as is relevant to the dispute.
2. Within 10 business days of receipt of the notice of dispute, a representative of each party shall meet to discuss the issues and shall in good faith negotiate to resolve the dispute.
3. If agreement is reached by the parties, the agreed terms shall be placed in writing and signed by both parties.
4. No formal proceedings for the resolution of a dispute may be commenced by the SCHOOL until the SCHOOL exhausts these Dispute Resolution procedures and concludes in good faith that amicable resolution through continued negotiation does not appear likely.
5. The SPONSOR may at any time utilize whatever legal remedies exist under law to resolve disputes of any nature with the SCHOOL, without any requirement that these Dispute Resolution procedures first be initiated or exhausted.

Attachment 6

OSS Renewal Application Corrections

Par Excellence Academy:

Par Excellent Academy is the only brick and mortar community school located in Licking County. Our enrollment now is 207, which is a decline from last year due to the pandemic. Last year our enrollment was 245 with 30% of our students choosing to stay at home and work online. This year online learning was not an option and our enrollment decreased. Par has the highest poverty and highest homeless rate in Licking County, all students receive free breakfast and lunch.

Par Excellence uses facilitative instruction for our students. Our ratio of teachers to students is 1:20. Currently we employ 12 classroom teachers, 1 Title coordinator/teacher, 2 tutors, and 1 Special Education coordinator/Intervention specialist, 1 other Intervention specialist, 1 School psychologist. We have 1 building substitute to cover teachers who are absent. Four, TAs are hired to support our classroom teachers, and 1 Program Director for our 21st Century grant for our afterschool program. HQT teacher report

Educational Plan:

Par Excellence Academy administrators require every teacher to hand in a weekly lesson plan, that is standards driven with goals and objectives stated. Every teacher is required to have evidence equivalent to one year's growth for each student. Each student will have their own individual growth plan. Students in grades 3rd through 6th are required to know and be able to discuss their data.

Our foundational reading curriculum is our "Success for All" program. It is a researched-proven curriculum that was designed over 45 years ago to support urban, rural, and economically disadvantaged students. Every year we use SFA to offer 8 professional developments for our instructional staff. The program requires 90 minutes of targeted reading instruction every day and ability grouping. The curriculum currently being used for the 2021-2022 school year is as follows:

- Kinder Corner is an SFA comprehensive kindergarten program based on research that helps children make sense of the world around them, fostering development of oral language, literacy math, and interpersonal and self-help skills, as well as science and social studies concepts.
- Reading Roots is a 90-minute comprehensive program that targets the needs of beginning readers. It is a research-based, beginning-reading program that provides a strong base for young readers through systematic phonics instruction, supported by decodable stories, and instruction in fluency and comprehension.
- Reading Wings is an SFA research-based reading curriculum that provides 90-minute daily lessons and targets the needs of students reading on a second- through sixth-grade level who have successfully learned to decode but need to develop more sophisticated reading skills. To ensure that students become proficient readers, Reading Wings utilizes Success for All's core instructional structures to target vocabulary development, reading comprehension, fluency, oral-language development and written expression by providing students ample opportunities to work with both literary and informational text.
- Par has added the "Power Teaching Math" SFA component that requires 90 minutes of math instruction. Power Teaching Math, an instructional approach that links state standards and school curricula to research-proven instructional strategies and classroom resources, promoting rigor and student engagement. For the curriculum part of math, Iready math will be used. Iready has a plethora

of data driven products to help students at all levels be able to academically access information to engage and help them. Iready offers family data chats, students data chats and school leader data chats, to further increase the specificity of what each student needs.

- Par uses Studies Weekly for social studies and science curriculum along with other online programs that are grade level focused and aligned with state standards. We chose Studies Weekly because of our goal to be current and relevant with the information in social studies and science. Hands on learning and project based learning are required for both of the above cores.
- At the end of every academic day, every class has 45 minutes of either remediation or enrichment.
- SEL curriculum is SFA's – Getting Along Together and Harmony SEL.

Supplemental curriculum programs:

ELA/Reading curriculum –“Success For All”, Iready, edulastic
ELA/Reading remediation-Max Scholar, Lightening Squad, edulastic
Math curriculum-Iready /Power Teaching Math, edulastic
Math remediation- Moby Max, Iready, Kahn Academy, Teachley
Writing- Writing City, Ready Ohio, Moby Max

Par expects teachers to assign students to programs, including paper and pencil, that will best meet the student's need.

Curriculum Pacing:

SFA is a 90 minute daily scripted program; pacing is a part of the script and strictly facilitated weekly to make sure the fidelity of the program is met. SFA instructional trainers come in 8 times per year in both reading and math to ensure our school stays on track. The SFA facilitator visits classes every day and has a guide that is used to make sure routines and programing are followed. PTM, is also outlined and planning and preparation is monitored daily to stay on track based on the timeline put forth at the beginning of the year to stay aligned with the state standards. The leadership team meets weekly to make sure SFA programing stays on track.

Professional Development:

Every staff at Par Excellence is required to complete *publicschoolworks*, by October 30th. This professional development is required annually for the majority of public school in Ohio.

Annually

Title IX - 1x
Iready – 3 times
SFA – 8 times
Edulastic- 2 times
Harmony SEL – 2 times
Special Education -IEPS, ETRS, 4 times
Behavior Management- 2 times and as needed
CPI -Annually
CPR – Annually
Leadership training – 9 times, monthly
Active Shooter- 1 time
Epi pen – 1 time

More Educational Programing:

The 21st Century Grant After School program – Environmental Engineering, E2 after school. Par has an evaluator, Kathy McWatters, who consistently works with our program director to keep our program in full compliance.

Par offers an after-school program from 3:00 pm to 6:00 pm, Monday through Thursday, and in the morning from 7:15 am to 8:00 am. This program targets at-risk learners. After the regular school day, students have a snack and go into 30 minutes of homework help and 30 minutes of remediation, to work on academic support. From 4:00 pm to 6:00 pm they have club time and engage in hands on club activities to encourage more enjoyment and skill discovery. The students present, via zoom, every 6 weeks, to their family and community, what they liked and how it helped them develop. Surveys are used intermittently through the school year to get consistent feedback on the effectiveness of the program.

Assessment Description

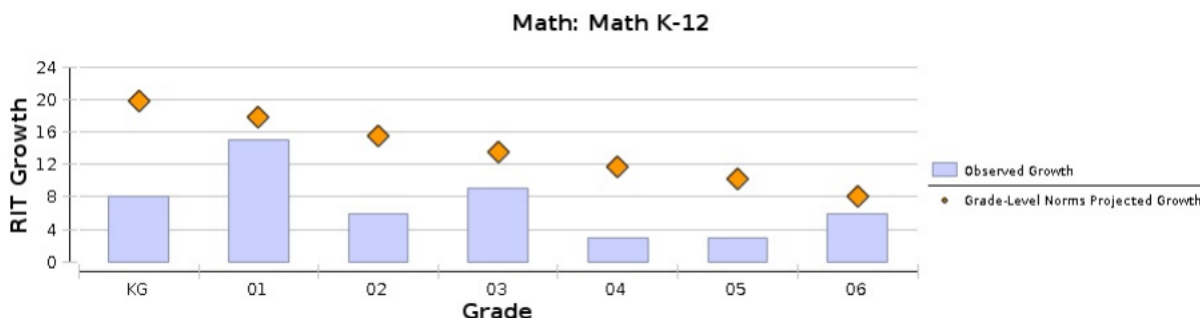
Before school begins every year all instructional staff meets to review ODE state testing results, KRA and diagnostics to see if they align with our Iready assessments. Staff is put on grade level teams and have data goals they review every Wednesday. With the information collected through data teams, grade levels set targets and action plans for each student. Forty-Five minutes of remediation and enrichment time is set aside every day to help students meet their goals and close learning gaps. Our Assessment product is from the same vendor as our math curriculum. Iready was chosen because of the excellent reviews it has received from all the researched based review sites. We assess our students 3 times per year, to determine academic growth, along with student strengths and challenges. The big goal each year at Par is, “Know your student,” both, strengths, and challenges. In addition, we use other assessments both formative and summative, to target in on where students may need help each week. Intervention Specialist attend the data meetings to address where their students may need increased accommodations based on assessment data.

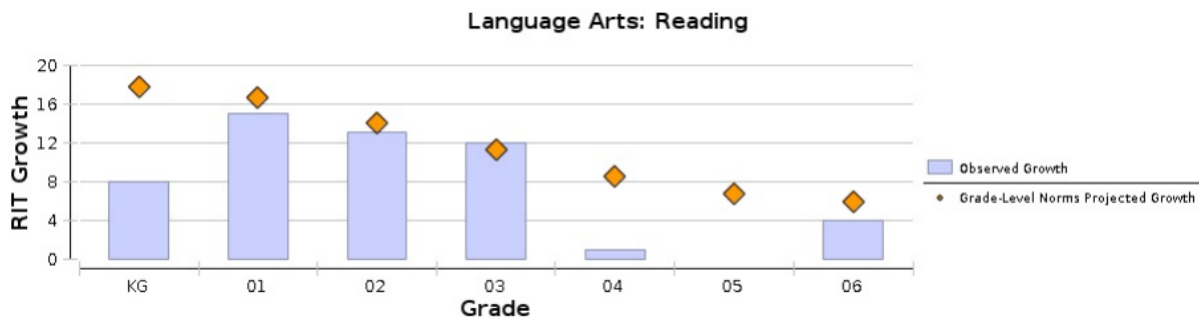
Nationally Norm Assessment

Map Assessment

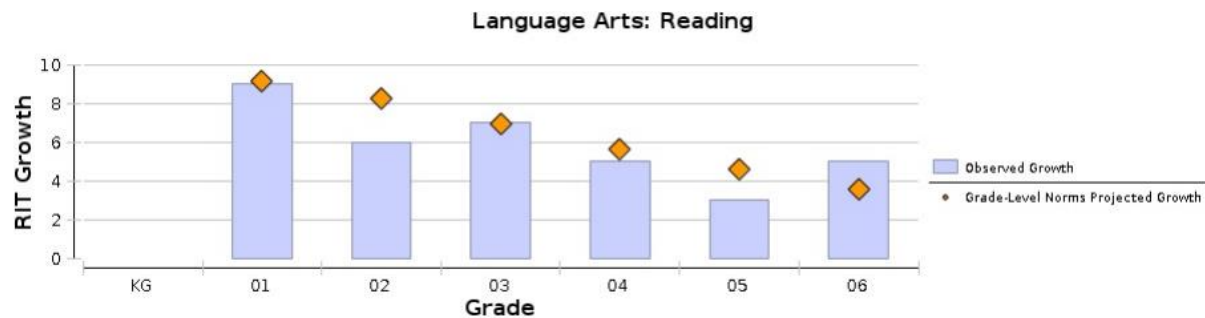
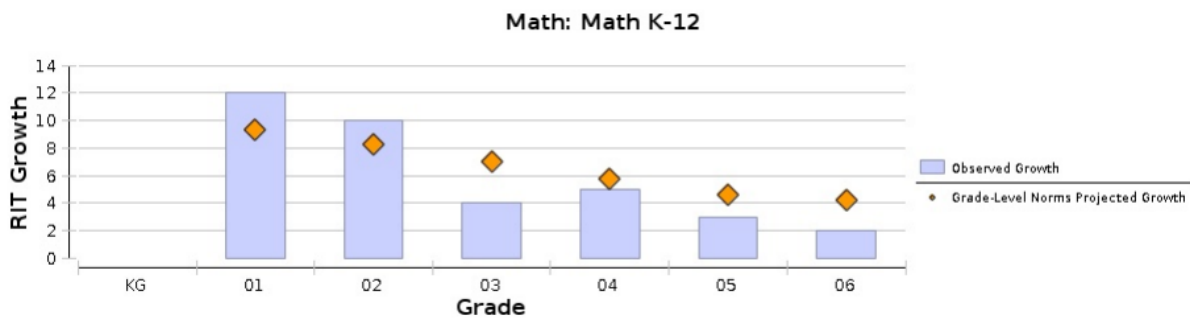
For both the 2018-2019 and 2019-2020 school year the Map assessment was used to assess students. The data shows that students made gains in the 2019 -2020 school year and more grades were meeting the projected growth in both Reading and Math. However, after two years of using this product it was determined by both teachers and leadership that this assessment was not giving us the data we wanted and we switched to Iready.

2018-2019





2019-2020



Iready Assessment

Iready was implemented in the 2020-2021 school year. After researching this product, we were confident that this was more than an assessment. Once students are assessed, students can log onto Iready and receive tiered instruction at their level in both reading and math.

Students are considered . . .

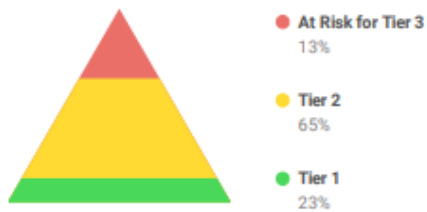
- **Green** – at or above grade level
- **Yellow** – one grade levels below their current grade
- **Red** – two or more grade levels below their current grade

Math

When comparing overall placement from last year to the beginning of this school year our assessment data is looking very promising. 70% of our students are on track or above in Math. We believe this increase is because both students and staff have invested in Iready. Data currently shows that that 25% of students in grades 3rd -6th (testing grades) are at risk and are two or more grade levels below in math and 57% of 3rd-6th grade are at or above grade level.

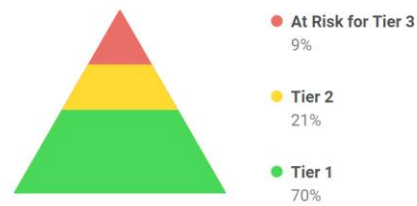
2020-2021

Overall Placement



Beginning of Year 2021

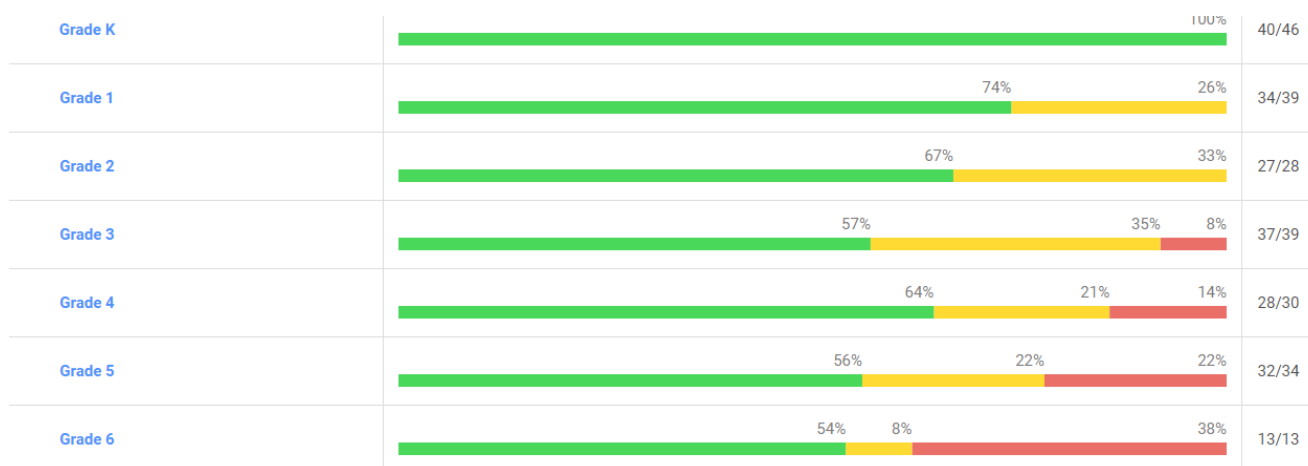
Overall Placement



2020-2021-Math

Grade K	<div><div>38%</div><div>62%</div></div>	42/47
Grade 1	<div><div>26%</div><div>67%</div><div>7%</div></div>	42/48
Grade 2	<div><div>16%</div><div>80%</div><div>4%</div></div>	45/48
Grade 3	<div><div>14%</div><div>73%</div><div>14%</div></div>	37/42
Grade 4	<div><div>23%</div><div>65%</div><div>12%</div></div>	43/44
Grade 5	<div><div>30%</div><div>35%</div><div>35%</div></div>	20/25
Grade 6	<div><div>11%</div><div>52%</div><div>37%</div></div>	27/27

Beginning of Year 2021-Math

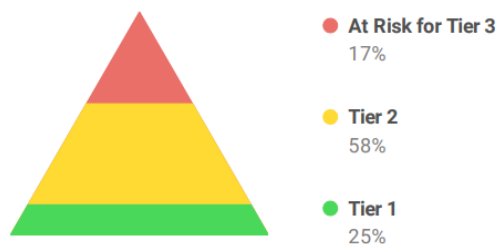


Reading

Par is also seeing the same trend for Reading as we are for math. 74% of students are currently at or above reading. Teachers, support staff, intervention department and leadership have had professional development and data meetings on what the next step will be for the 10% who are at risk or two grade levels behind. Those students who are not on an IEP are receiving tier 2 intervention for both reading and math. Data currently shows that that 21% of students in grades 3rd -6th (testing grades) are at risk and are two or more grade levels below in reading and 58% of 3rd-6th grade are at or above grade level.

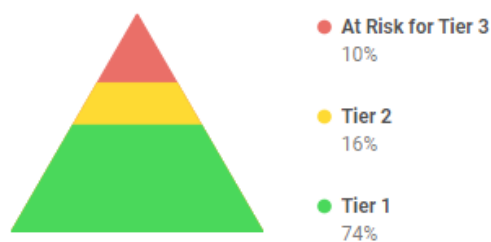
2020-2021

Overall Placement

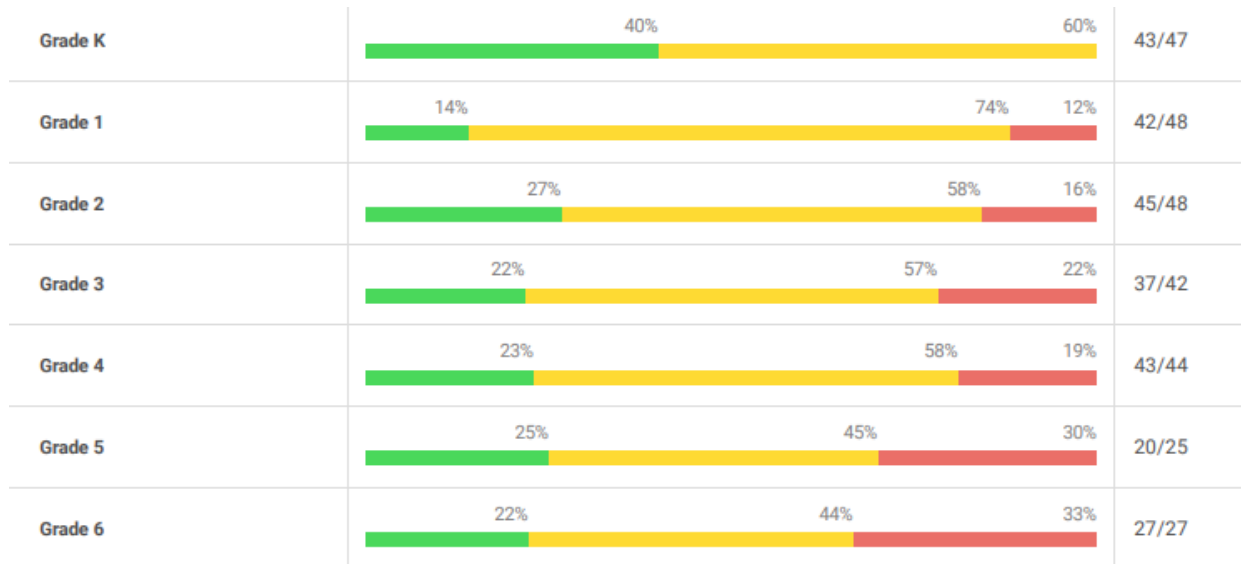


Beginning of Year 2021

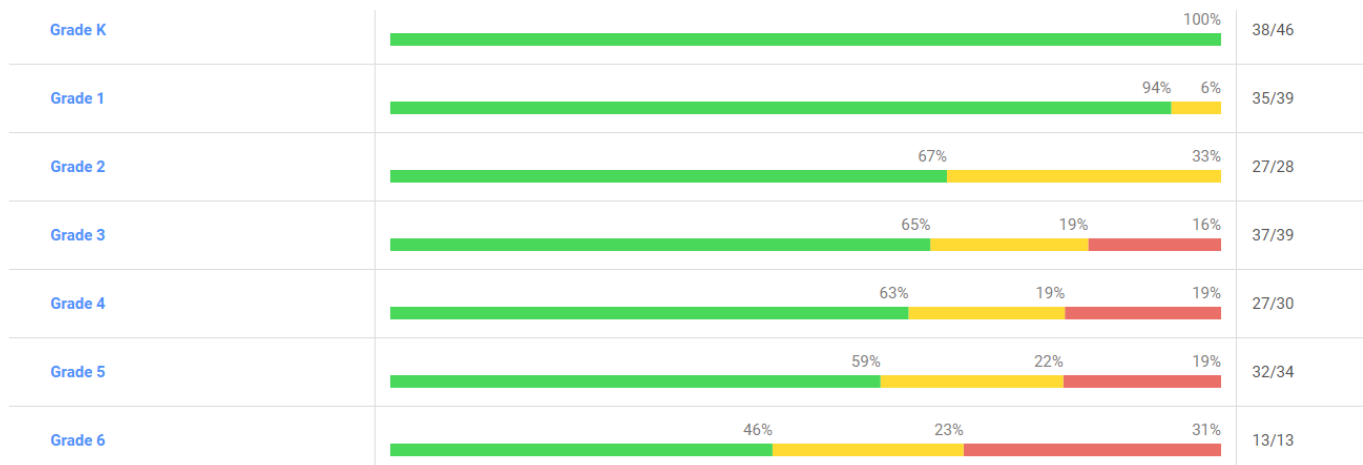
Overall Placement



2020-2021-Reading



Beginning of Year 2021-Reading



Stakeholders' meetings:

Title meetings – Annual title review

Americore- Twice a year

Children's Defense Fund – Freedom School 4 times a year

Foster grandparent's program 1

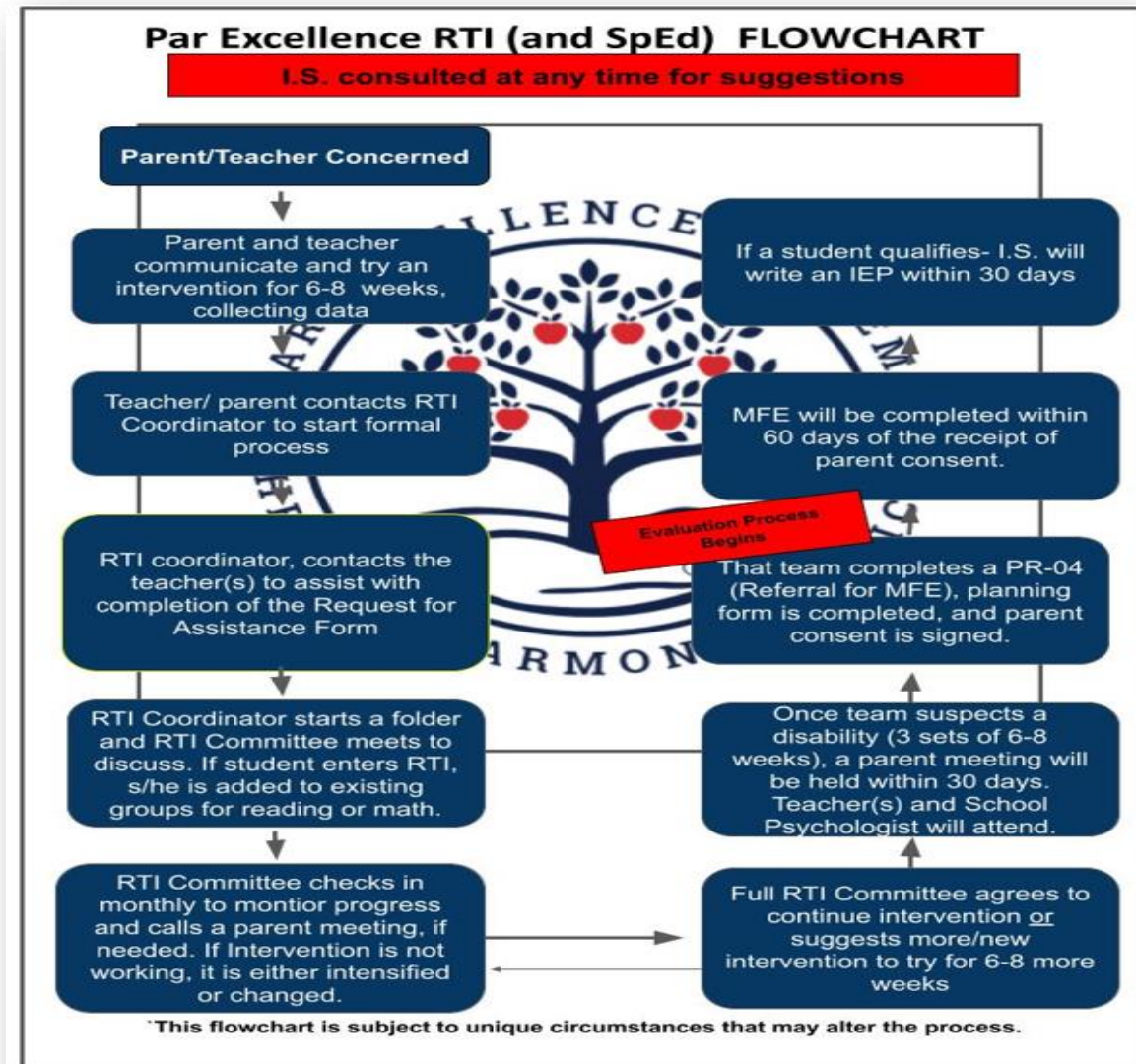
Each year we invite our parents, partners and community support along with the Board of Directors to review our data and to help us set goals for the following year. For example, in 2018/ 2019 our data reflected decline in math scores, administration realized that we had an increase of enrollment of over 100 students, the increase was directly related to our data decline in math and reading. 2019/2020, was the year of Covid-19 pandemic and ODE state test were not administered and 30% of Par students were online and at home. Last year 2020/2021, and over the previous years, our data reflects reading has been our strength. However, last year we invested in our math program and added a SFA product called "Power Teaching Math" which helped our math scores increase especially with our 3rd graders score of 70% passing. Due to the effectiveness of PTM, and our Iready assessment tools being indicators of achievement, the math department decided to add the Iready math curriculum to replace Envision math. Iready has several supplemental tools to help teachers and students.

SEL

The culture of Par is health, harmony, and service. It reinforces and supports our school environment, and we use the SEL part of SFA called "Getting Along Together" (GAT) that focuses on student character and conflict resolution. Par also follows PBIS for overall school positive behavior support. This year we have added an additional SEL program called "Harmony SEL" to provide more resources to help support the Par community during the pandemic. Our mission to educate the whole child will be a more focused approach due to the added issues that the pandemic has presented.

Special Education Services

How students are identified:



At least 20% of our students are identified with special needs.

To serve our identified students, we have 3 Intervention Specialist and a School Psychologist. There is one, resource room that accommodates 9 students identified with more trauma related challenges. We have two full-time Intervention Specialists that give push-in services to the students on IEPs. Pull-out services are given to students when needed. IEPs are monitored through *ProgressBook*, and the student services team to maintain compliance. The student service's team meets weekly to review caseloads and service minutes. For remediation of our IEP students, the school offers Max Scholar, an OG derived online program for reading, that drills down on phonetics and decoding for students who may have dyslexia and other reading processing issues.

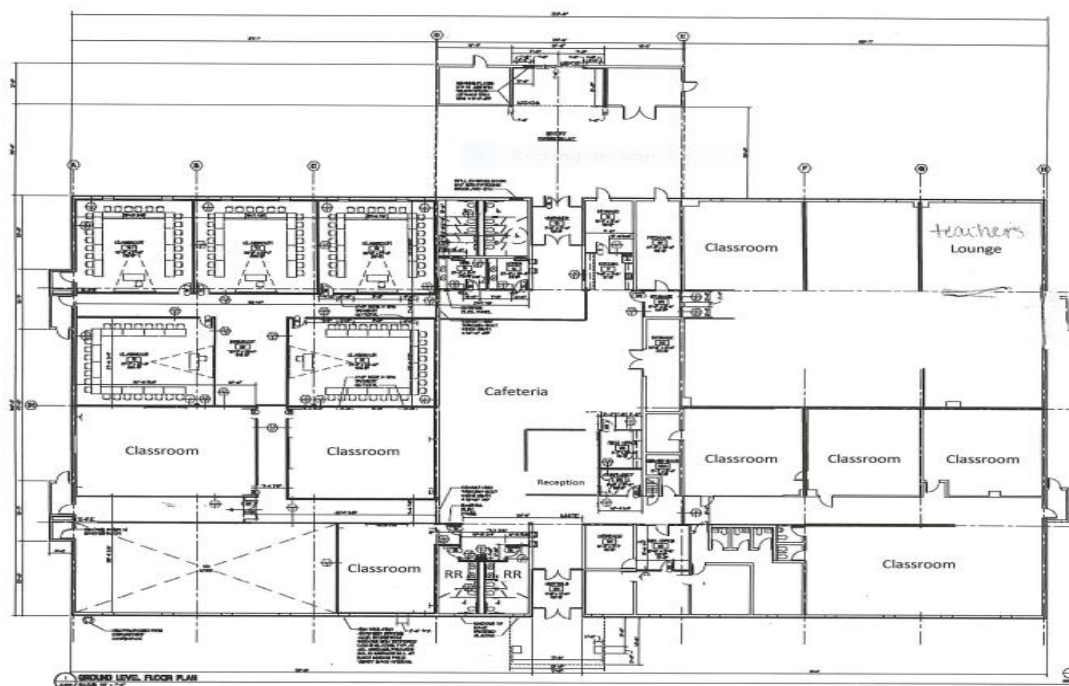
Identification of students who may need an IEP begins with our **MTSS process**. Teachers submit student data 2 times per month, of students who are struggling. RTI coordinator, meets with the teacher and/or the parents to discuss strategies to help the student with individual and universal accommodations and strategies before progressing to an ETR, if needed?

Data reviews and assessment:

Before school begins every year all instructional staff meets to review ODE state testing results, KRA and diagnostics to see if they align with our Iready assessments. Staff is put on grade level teams and have data goals they review every Wednesday. Our Assessment product is from the same vendor as our math curriculum. Iready was chosen because of the excellent reviews it has received from all the researched based review sites. We assess our students 3 times per year, to determine academic growth, along with student strengths and challenges. The big goal each year at Par is, "Know your student," both, strengths, and challenges. In addition, we use other assessments both formative and summative, to target in on where students may need help each week. Intervention Specialist attend the data meetings to address where their students may need increased accommodations based on assessment data.

Facilities:

Par Excellence is a 30,000 square foot building, built 1972, located at 1350 Granville Rd., Newark, Oh 43055. There are 15 classrooms, common areas include cafeteria which is used as a multi purposed room and 11 acers. Par Excellence moved into the building in 2015/2016 when the building was owned by Mount Vernon Nazarene University. The building was leased from MVNU, until 2017 when "A Noble Cause" bought the building and we leased again from them until 2020 when "A Noble Cause" transferred title to Par. Par Excellence Academy now holds the mortgage. Par Excellence Academy is currently replacing the roof and the floor and paint the building. At this time Par is getting bids to build additional classrooms and office space. Par Excellence Academy is compliant with all state and local zoning and inspection (Mortgage information attached).



Financial narrative:

The current year budget and long-term financial projection for the Par Excellence Academy reflects a school that is financially viable. This outlook has improved dramatically over the last few years as the School increased the enrollment up to approximately 250 students and has maintained that level of enrollment. Enrollment in the current fiscal year is down about 10% from past years but is attributed to side effects of the pandemic. The School fully expects to return to higher enrollment levels in future years. Par Excellence Academy has also benefited from participation in the Federal PPP program, allocations from multiple Federal programs such as 21st Century and ESSER funds (in addition to the more traditional programs like Title 1 and IDEA) and from the receipt of two City grants totaling in excess of \$270k. In FY21, the school also assumed the mortgage on the building it currently occupies and recorded the \$1.7M investment on its balance sheet. The current monthly mortgage payment is approximately \$4k less per month than the rent that was being previously paid, creating an additional financial benefit to the School. Over the last 2 years, the school has grown its cash balance by nearly \$700k, which has positioned the School to easily meet its vendor obligations in a timely manner. The School has no debt outside of the mortgage on the building. All of these factors contribute to the School's overall strong financial position and will allow it to weather the years that have downturns in enrollment while keeping its focus on future growth. (mortgage information attached)

OSS Community School Goals

Kindergarten – 8th Grade

S.M.A.R.T Goals — *The school will track the academic progress of 100% of students using standards-based report cards, performance assessments, and universal screening tools during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction within the general education classroom. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area(s) of weakness.*

K-8 reading

- a. 80% of students, who have attended the school for one or more years, will achieve “on track” or “proficient” on required AIR Reading assessment by the end of the contract.
- b. 80% of students will annually meet or exceed projected growth as identified on the reading assessment named in the sponsor contract.
- c. The gap in reading between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term the contract.

K-8 math

- a. 80% of students who have attended the school for one or more years, will achieve “on track” or “proficient” in math on required AIR tests by the end of the contract
- b. 80% of students will annually meet or exceed student projected growth as indicated on the math assessment named in the sponsor contract.
- c. The gap in math between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term of the contract.

K — 3 Early Literacy per Ohio Accountability

S.M.A.R.T Goal — *The school will administer an approved reading diagnostic assessment to all K — 3 students prior to September 30th to identify students who are on-track or not-on-track in their reading skills. Those students who are identified as not-on-track will receive a*

Reading Improvement and Monitoring Plan within 60 days of the assessment. The plan will identify the student's specific reading deficiencies and will describe additional services and supports that the student will receive. The Reading Improvement and Monitoring plan will be monitored on a monthly basis by the teachers with 70% of students meeting “on track” or “proficient” by end of year assessment.

- a. 70% of students requiring a reading improvement and monitoring plan will meet “on track” or “proficient” on the end of year assessment.

9th – 12th Grades High Schools (if applicable)

S.M.A.R.T Goals — *The school will track the academic progress of 100% of students by monitoring Student Success Plans and progress made toward graduation pathways. Review of data to be included will be coursework completed as aligned with state standards, performance assessment results, and progress made toward individual graduation pathways during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area of weakness*

All students will have completed a Student Success Plan with a detailed description of coursework, required assessments, and trainings needed to meet graduation requirements for their chosen pathway to graduation. For schools using an adaptive learning management program, annual goals for academic achievement shall be identified in the Student Success Plan, along with an intervention plan outlining steps taken to keep students on track to graduate.

All students are required to have a Student Success Plan. Therefore, no matter what “traditional” graduation cohort the student(s) may have been assigned, the following goals are based on student performance in relation to and as aligned with current student success plan(s) goals for graduation.

- a. 80% of students will annually complete required courses as aligned with their Student Success Plans.
- b. 80% of students will achieve annual goals as identified in their Student Success Plans.
- c. Over the term of contract, 80% of students will graduate with a career credential or military or college preparedness as aligned to their chosen pathway to graduation stated in their Student Success Plan.

Kindergarten – 12th Grade – Non-Academic Goals

S.M.A.R.T Goal - Family Engagement

The school will provide parents with the opportunity to attend at least one informational session during each school year, including but not limited to the school's academic plan information night, PBIS processes, literacy or math focused student centered "knowledge" night, or school events where parents receive information and guidance on student academic success. The school will survey parents to monitor attendance and gauge interest and involvement.

- a. K-12 – The school will offer a minimum of two academic informational nights annually and will monitor family attendance and involvement by receiving 75% of survey responses identifying attendance or positive reactions in response to the opportunity to learn more about academic performance of the school and their student.

S.M.A.R.T Goal - Operational/Academic Professional Development

Consistency is the key to success at any educational institution. To this end, the school will ensure that the operational and academic procedures and processes are reviewed annually by educators, staff and leadership. This includes but is not limited to training on staff and family handbooks, policy and procedure manuals, and educational content and instructional professional development.

In addition to school operations training for all staff, the school will provide professional development to all core content teachers and teacher aides to support the implementation of the school's education plan including the following evidence-based instructional practices: balanced literacy, writer's workshop (Pre K-6), content and disciplinary literacy (7-12), writing across the curriculum (7-12), critical thinking (Pre K-12) and mathematical thinking (Pre K-12).

- a. 100% of the school's core content instructors will receive six (6) hours of professional development on evidence-based instructional strategies relating to the school's educational model.

Attachment 8



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

EDUCATORS PROFESSIONAL SELECT APPLICATION

THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY.
PLEASE CONSULT WITH YOUR AGENT FOR ANY QUESTIONS.

SUBMISSION REQUIREMENTS

- Currently valued insurance company loss runs for the current policy period plus four prior years
- Latest annual audited financial statement

This application must be signed and dated by the executive officer of the Educational Institution or by a member of its governing board.

SECTION I - GENERAL INFORMATION

Educational Institution: Par Excellence Academy
Mailing Address: 1350 Granville Rd
City: Newark State: Ohio Zip Code: 43055
Website Address: www. Parexcellenceacademy.com
Effective Date: _____

1. Risk Management Contact: Gisele James Risk Management Phone: 740-344-7229
Risk Management's Email: Gjames@laca.org

2. Date Educational Institution was founded: 1988

3. Are all entities requesting coverage recognized as 501(c)(3), tax exempt organizations by the Internal Revenue Service?

☒ Yes ☐ No

4. Please describe the Educational Institution:

☒ Public

☐ Private

☐ For-Profit

☒ Not For-Profit

☒ Charter

☐ 2 or 4 year College or University

☐ Special Needs / Behavioral

☐ Professional / Graduate (e.g. Law, Dental, Medical)

☐ Other: _____

5. Student Enrollment Profile

	Prior Year Full Time / Part Time	Current Enrollment Full Time / Part Time	Expected Next Full Time / Part Time
K - 8	<u>X</u> /	<u>250</u> /	/
9 - 12	/	/	/
2 or 4 year undergraduate	/	/	/
Graduate	/	/	/
Other: _____	/	/	/
Total	/	/	/

6. Financials

	Year	Revenues	Expenditures	Surplus (+) Deficit (-)
Current Year	<u>2020</u>	\$	\$	
Prior Year	<u>2019</u>	\$	\$	
Previous Year	<u>2018</u>	\$	\$	

7. If a deficit, provide details about the reason(s) for the deficit and the Educational Institution's plans to fund the deficit:

8. Was this deficit projected in the Educational Institution's plan last year?

☐ Yes ☐ No

9. Is the Educational Institution projecting a budget deficit for the coming fiscal year?

☐ Yes ☐ No

10. Coverage desired: ☐ Combined limits ☐ Separate limits

Type of Insurance	Requested Limit	Requested Retention	Proposed Effective Date	Requested Retroactive Date	Optional
Educators Legal Liability	\$	\$			
Employment Practices Liability	\$	\$			Wage and Hour <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000
Nonmonetary Defense Expense Limit	<input type="checkbox"/> \$ 10,000 / \$ 30,000 <input type="checkbox"/> \$ 25,000 / \$ 75,000 <input type="checkbox"/> \$ 50,000 / \$150,000 <input type="checkbox"/> \$100,000 / \$300,000	<input type="checkbox"/> \$ 1,000 <input type="checkbox"/> \$ 2,500 <input type="checkbox"/> \$ 5,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$25,000			
Fiduciary Duty Defense Sublimit	<input type="checkbox"/> \$ 50,000 <input type="checkbox"/> \$ 75,000 <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000	\$			

11. Describe below the Educational Institution's current insurance, or "none" as applicable.

Are limits: ☐ combined or ☐ separate

Type of Insurance	Insurer	Limit	Policy Term	Retroactive / Prior Acts Date	Deductible / Retention	Expiring Premium
Directors & Officers Liability		\$			\$	\$
Educators Errors & Omissions Liability		\$			\$	\$
Employment Practices Liability		\$			\$	\$
Cyber Liability		\$			\$	\$

12. Has any of the above lines of coverage been declined, refused, canceled or non-renewed within the past five (5) years? (Missouri applicants need not respond to this question.)

☐ Yes ☐ No

If yes, please provide details:

13. Has each coverage listed above been continuously in place since its retroactive date?

☐ Yes ☐ No

If no, please explain gaps or lapses:

SECTION II – EDUCATORS LEGAL LIABILITY

For all Yes answers provide explanation on page 7 of this application.

14. Number of members comprising the governing board of the institution: 8
15. Does the Educational Institution publish any magazines, periodicals or newsletters? ☐ Yes ☒ No
16. Have there been any acquisitions, mergers, or new entities created in the past year? ☐ Yes ☒ No
17. Are any planned within the next 12 months? ☐ Yes ☒ No
18. Provide a list of all direct & indirect subsidiaries or any other entity or organization the Educational Institution controls.

Name / Type of Business	Percent the Educational Institution Owns / Controls	Date Created / Acquired	For Profit / Non-Profit
For example: ABC Foundation / Charitable Foundation	100%	01/01/2000	Non-Profit
	%		
	%		
	%		

☐ Additional entities listed by attachment

19. Does the Board have "conflict of interest" guidelines for business dealings between the Educational Institution and board members or firms in which the board members have a significant financial interest? ☒ Yes ☐ No
20. Does the Educational Institution direct or request any individual to serve as Director, Officer, or Governor or trustee of any other entity? ☐ Yes ☒ No
If yes, please provide details on page 7.
21. In the past 24 months, has any officer or director or member of the governing board resigned, for reasons other than health, promotion, retirement or expiration of term of office? ☐ Yes ☒ No
If yes, please provide details on page 7.
22. Does the Educational Institution's board have written bylaws or an operating agreement? ☒ Yes ☐ No
If yes, please provide a copy.
23. Is the Educational Institution accredited? ☒ Yes ☐ No
If yes, list accrediting organization(s):
☐ Middle States Commission on Higher Education
☐ New England Association of Schools and Colleges Commission on Institutions of Higher Education
☐ North Central Association of Colleges and Schools The Higher Learning Commission
☐ Northwest Commission on Colleges and Universities
☐ Southern Association of Colleges and Schools Commission on Colleges
☐ Western Association of Schools and Colleges Accrediting Commission for Community and Junior Colleges
☐ WASC Senior College and University Commission
☐ New York State Board of Regents
☐ Accrediting Council for Independent Colleges and Schools
☐ Distance Education and Training Council Accrediting Commission
☐ Association for Biblical Higher Education Commission on Accreditation
☐ Association of Advanced Rabbinical and Talmudic Schools Accreditation Commission
☐ The Association of Theological Schools in the United States and Canada Commission on Accrediting
☐ Transnational Association of Christian Colleges and Schools Accreditation Commission
☐ Other: _____
- Date of most recent review: _____
24. Have any programs or degrees been accredited by additional specialist agencies? ☐ Yes ☒ No
If yes, please attach a listing of the program or degrees and the specialist agency.
25. Has the Educational Institution or any of the Educational Institution's academic programs ever lost accreditation, been placed on probation or become unable to gain accreditation? ☐ Yes ☒ No
26. In the last 12 months, has the Educational Institution eliminated or closed any academic programs, including music, arts or athletic programs? ☐ Yes ☒ No
27. In the next 12 months, does the Educational Institution anticipate eliminating or closing any academic programs? ☐ Yes ☒ No
28. Other than educational services for students, does the Educational Institution provide any additional services to the public (e.g., legal or other clinics, student teaching programs, community outreach services)? ☐ Yes ☒ No
29. Does the Educational Institution have a written anti-discrimination policy regarding admissions and access to academic and extracurricular programs with regard to students of all backgrounds? ☒ Yes ☐ No
If no, please explain:
-
30. Has the Educational Institution designated a Title IX compliance officer? ☐ Yes ☒ No
31. Is there an intern Program? ☐ Yes ☒ No
32. Indicate which of the following internship programs are offered by the Educational Institution: ☐ NA
- ☐ Architectural
 - ☐ Athletic training
 - ☐ Audiology
 - ☐ Dental hygienists/assistants (dentists ineligible)
 - ☐ Paramedics, EMTs (emergency medical services)
 - ☐ Engineering (aerospace, nuclear, petroleum, and mining ineligible)
 - ☐ Law
 - ☐ Nurse practitioners (midwives and anesthetists ineligible)
 - ☐ Nursing (other than nurse practitioners; midwives and anesthetists ineligible)
 - ☐ Optometry

- ☐ Pharmacy
- ☐ Physical therapy
- ☐ Physicians' assistants (midwives and anesthetists ineligible) work and sociology)
- ☐ Psychology (not including social work and sociology)
- ☐ Social work (including but not limited to child therapy, marriage therapy, counseling)
- ☐ Speech/language therapy
- ☐ Veterinarian
- ☐ None of the above

33. Do interns receive monetary compensation?

☐ Yes ☒ No

34. Who is legally liable for the actions of the interns: _____

35. Has entity / board established policies/procedures governing all students in the area of:

	Yes	No	In Writing
Acceptance/Admittance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corporal Punishment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disciplinary actions, including suspension, expulsion/dismissal and appeals of any disciplinary action	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Harassment / Bullying (social media)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Harassment / Bullying (In person)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use of Alcohol	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Academic Achievement and Grade Promotion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transfer (to or from the school)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Threats of Violence	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

36. Have the Educational Institution's policies and procedures been reviewed by counsel?

☒ Yes ☐ No

37. Is the Educational Institution's attorney: ☐ an employee of the entity or ☐ on retainer

38. Does the Educational Institution's attorney regularly participate in all grievances or administrative hearings?

☒ Yes ☐ No

CHARTER SCHOOLS COMPLETE QUESTIONS 39 – 42

☐ N/A

39. Does the Educational Institution have direct control over its own finances?

☒ Yes ☐ No

If no, please explain: _____

40. What is the percentage of students in the Educational Institution that have IEP's (Individualized Education Plans): 15 %

41. How many IEP due process hearings has the Educational Institution had in the past two years: NO

42. Is the Educational Institution responsible for evaluations, adjustments to IEPs and mainstreaming?

☒ Yes ☐ No

If no, please explain who is responsible: _____

SECTION III – EMPLOYMENT PRACTICES LIABILITY

For all Yes answers provide explanation on page 7 of this application.

43. Please indicate the number of employees in the following categories:

a.	Certified Teaching Faculty	<u>15</u>
b.	Non-certified Teaching Faculty	<u>10</u>
c.	Administration	<u>2</u>
d.	Counselors / Psychologists	<u>0</u>
e.	Volunteers	<u>0</u>
f.	Security / Law Enforcement	<u>0</u>
g.	Other: _____	<u>0</u>
h.	Total Number of Employees	<u>40</u>

44. Does the Educational Institution have a Personnel or Human Resources department?

☐ Yes ☒ No

If no, how does the Educational Institution handle this function? Outsource

45. Are federal and state criminal background checks conducted on all employees?

☒ Yes ☐ No

a. If yes, is an offer of employment contingent upon such checks, and is the Educational Institution aware of this requirement?

☐ Yes ☐ No

b. If no, what employees are not subject to criminal background checks: _____

46. Are exit interviews mandatory for professional positions? (e.g. faculty and administration)

☐ Yes ☒ No

47. Has the Educational Institution had any school closings, layoffs or restructuring resulting in workforce reduction in the past 24 months? ☒ Yes ☐ No
If yes, please provide details on Page 7
48. Does the Educational Institution anticipate any school closings, layoffs or restructuring resulting in workforce reduction in the next 24 months? ☐ Yes ☒ No
49. Does the Educational Institution offer tenure? ☐ Yes ☒ No
- a. If yes, what percentage of employees are tenured or on a "tenure track"? _____ %
- b. If the Educational Institution offers tenure, are there clear written guidelines regarding awarding of tenure? ☐ Yes ☒ No
- c. Is policy training conducted annually for all individuals involved in tenure decisions? ☐ Yes ☒ No
50. Does the Educational Institution require that all cancellations of contracts or employment terminations of professional, teaching or management positions be reviewed prior to discharge by a qualified employment lawyer? ☐ Yes ☒ No
- a. For those not employed under a contract, is a written employment application used for all of the applicants? ☐ Yes ☒ No
- b. Does each employee not employed under a contract sign an "at will" statement? ☐ Yes ☒ No
51. Over the last 2 years, how many teaching, professional and senior administration individuals have left the Educational Institution's employ due to the following:
- | | Current Year | Prior Year |
|--------------------------------------|--------------|------------|
| Involuntary terminations | | |
| Resignations (other than retirement) | 4 | 4 |
| Layoffs / downsizing | | |
52. Does the Educational Institution have an employee handbook with written policies and procedures regarding the following?
- a. Americans with Disabilities Act ☒ Yes ☐ No
- b. Employee Discipline ☒ Yes ☐ No
- c. Employment Related complaints or disputes ☒ Yes ☐ No
- d. Sexual Harassment ☒ Yes ☐ No
- e. Terminations ☒ Yes ☐ No
- f. Performance Evaluations ☒ Yes ☐ No
- g. Equal Employment Opportunity ☒ Yes ☐ No
- h. Family Medical Leave Act (FMLA) ☒ Yes ☐ No
- i. Third Party (e.g. vendors or customers) harassment and discrimination ☒ Yes ☐ No
53. If coverage is desired for **Wage and Hour Defense Costs Sublimit**, please complete questions 54-61: ☐ NA
54. Does the Educational Institution consult with an attorney regarding how overtime is calculated and how they define "Exempt" employees for each location? ☒ Yes ☐ No
55. Does the Educational Institution have established procedures for maintaining job descriptions for each employee at each location? ☒ Yes ☐ No
56. Does the Educational Institution periodically have job description reviewed and / or updated? ☒ Yes ☐ No
- If yes, are they performed with assistance of an attorney? ☐ Yes ☒ No
57. Does the Educational Institution periodically have each job description reviewed and compared to the employee's actual job duties? ☒ Yes ☐ No
58. Does the Educational Institution keep records of employee's hours? ☒ Yes ☐ No
59. Does the Educational Institution restrict employees to non-overtime hours where possible? ☒ Yes ☐ No
60. Does the Educational Institution use an overtime authority form? ☒ Yes ☐ No
61. What percentage of the Educational Institution's employees are exempt: _____ %

SECTION IV – PRIOR KNOWLEDGE AND LOSS INFORMATION

For all Yes answers provide explanation on page 7 of this application.

62. Have any of the following situations occurred during the past 5 years:
- a. Allegations of unfair or improper treatment regarding employee hiring, tenure decisions, remuneration, advancement or termination of employment? ☐ Yes ☒ No
- b. Disputes involving integration, segregation, discrimination or violation of civil rights? ☐ Yes ☒ No
- c. Allegations of sexual molestation, abuse or harassment against any:
- i. Students? ☐ Yes ☒ No
- ii. Current or Former Employee? ☐ Yes ☒ No
- iii. Other? ☐ Yes ☒ No

- d. Complaints filed with the EEOC, Office of Civil Rights, Human Rights Commission, United States Department of Education, State or Federal Court, or any similar State or Federal agency by any person, current or former employee or job applicant? ☐ Yes ☒ No
- e. Layoff of employees or reduction in services? ☐ Yes ☒ No
- f. Strike, slowdown or other disruption by employees? ☐ Yes ☒ No
63. Does the Educational Institution, its board and/or trustees, "Reporting Manager" or its employees have any knowledge of any pending claims, suits, incidents, settlements, demands, complaints, charges, or proceedings related to actual or alleged acts, errors or omissions, which might reasonably be expected to give rise to a claim against the Educational Institution, the board and/or its trustees, or any of its employees? "Reporting Manager" means any natural person serving as President/CEO, Chancellor, Provost, Chief Financial Officer, Head of School, Principal, Superintendent, General Counsel, Chief Risk Officer, Director of Human Resources or any position equivalent to the foregoing, of the educational entity(ies) requesting insurance? ☐ Yes ☒ No
- a. If yes, has the current E&O carrier been placed on notice of such pending injury, claim, suit, error or omission? ☐ Yes ☒ No
- b. **If yes, please provide claimant name(s), claim details, claim number and date of notice:**

The Educational Institution acknowledges that the insurance policy for which it is applying does not afford coverage with respect to any claim which could reasonably have been expected to arise from facts, circumstances, situations or wrongful acts known to the Educational Institution prior to the inception date of a policy issued as a result of this application process.

SECTION V – NOTICES

The information requested in this application is for underwriting purposes only and does not constitute notice to the Company under any policy of a claim or potential claim. All such notices must be submitted to the Company pursuant to the terms of the policy.

Material Change

This application does not create a binding contract as to the Educational Institution or the Company. If there is any material change in the answers to the questions in this application prior to the policy inception date, the Educational Institution shall notify the Company in writing. The undersigned acknowledges and agrees that the Company's receipt of such written report, prior to inception date of the proposed coverage, is a condition precedent to any offer of coverage.

Attachment 9



March 2020

Par Excellence Academy is a tuition-free community school established under Chapter 3314.041 of the Ohio Revised Code. The school is a public school, and students enrolled in and attending the school are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from compulsory attendance law for purpose of home education as defined by the Administrative Code, shall no longer be excused for that purpose upon their enrollment in a community school.

Par Excellence Academy follows the Ohio Compulsory Education laws established under Chapter 3321.01 of the Ohio Revised Code requiring students between the ages of 6 and 18 to attend school with the exception of students who:

- Received a high school diploma before the age of 18
- Are over the age of 14 years old, lawfully employed, and it is necessary that he or she work
- Have a physical or mental condition that does not allow for school attendance
- Are homeschooled

For more information about this matter, contact school administration or the Ohio Department of Education.

Par Excellence Academy determines a student's grade level by reviewing a student's previous transcripts/report cards to confirm successful promotion or retention. Other factors may include a student's age, learning capabilities, and ELA test results.

Par Excellence Academy does not discriminate in its selection of students and employees based on race, color, gender, or ethnic origin. All students and employees of all race, color, gender, or ethnic origin are entitled to all rights, privileges, programs, and activities provided by the school.

The Admissions Process:

The following documents are a requirement for successful enrollment. Please complete these documents to the best of your ability.

Once completed documents are received by the school, students are considered registered for their appropriate grade, and any student records from the previous school are then requested by Par Excellence Academy.

Pursuant to section 3313.64 or 3313.65 of the Revised Code, admission to the school shall be open to any individuals who are entitled to attend school in any school district in the State of Ohio.

Par Excellence Academy shall not discriminate in the admission of students to the school based on race, creed, color, handicapping condition, or sex.

Upon admission of any handicapped student, Par Excellence Academy will comply with all federal and state laws regarding the education of handicapped students.

The school shall not limit admission to students based on intellectual ability, measures of achievement or aptitude, or athletic ability.



At School or At Home?

Over the past few months, the staff at Par Excellence Academy has been working on the re-opening plan for the 2020/2021 school year. In addition to the plan outlined below, we will also be ready to transition as necessary to at-home learning if required by Governor DeWine.



We have worked diligently to find a reopening plan that is safe, conducive, and in the best interest of all Par families. We are excited to announce our plan as it is unique and, to date, has received only positive feedback. We have consulted the Board of Education, Ohio Department of Education, Licking County Health Department, our staff members, and the data collected from family surveys. This plan is a result of those consultations:

- Parents have a choice for At-Home Learning only or At-School Learning only
- Choices are "first come, first served" as there is limited space in each classroom
- All students are required to participate in five hours of instruction per day
- The building will be closed on Fridays for deep cleaning
- All students will receive the necessary technology to properly complete their assignments
- We will be practicing all the CDC and Licking County Health Department guidelines

Please review the options below and select between Choice A or Choice B.

Which educational option do you choose for your child when Par Excellence returns for School Year 2020-2021?

Please choose ONE

☐ Choice A: At-School Learning

- 1) Students will attend from 8:00a to 3:00p. These students may stay until the bus pick up at 3:00p OR families can choose a time between 11:30a and 2:30p to pick up their children.

If selected, do you plan to pick up your child(ren) on a regular basis before 2:30p? ____ No ____ Yes

- 2) In-person classes are Monday through Thursday with an at-home component on Friday.
- 3) Students will be provided with electives (art, gym, foreign language, music, etc.) and homework from their classroom teacher which must be completed in the afternoons, whether in the building or at home.
- 4) Everyone that enters Par Excellence Academy is required to wear a face covering.
- 5) Classrooms have been carefully sanitized and redesigned for social distancing.
- 6) We will be taking every precaution necessary to ensure the safety of our students and staff.

☐ Choice B: At-Home Learning

- 1) At-home students will have lessons in the afternoon Monday through Thursday with additional classes on Friday.
- 2) When students are not in class, they will be provided with electives (art, gym, foreign language, music, etc.) and homework from their grade-level teacher.
- 3) Students will be provided with electives (art, gym, foreign language, music, etc.) and homework from their classroom teacher which must be completed in the morning before structured classroom time.
- 4) These students must fully participate in daily educational opportunities and provide evidence of instruction while at home.

**PLEASE RETURN THIS SHEET WITH YOUR ENROLLMENT PACKET
OR CALL 740-344-7279 WITH YOUR CHOICE**



Required Documentation for Enrollment

- ☐ **Birth Certificate** – *The original or a copy of the original (NO hospital records)*
- ☐ **Immunization Records** – *Required by the State of Ohio*
- ☐ **Photo I.D. of Custodial Parent or Guardian**
- ☐ **Proof of Residency**

Proof Options:

- CURRENT (*within last 30 days*) rental/lease agreement with custodial parent's name
- CURRENT (*within last 30 days*) mortgage statement with custodial parent's name listed
- CURRENT (*within last 30 days*) water, gas, or electric bill with custodial parent's name and address listed

NOTE: If you currently do not have any of the above in your name, please let the office know

IF APPLICABLE:

- ☐ **Divorce/Custody Documentation** – *Must be court signed and date/time stamped*
- ☐ **Current IEP/ETR Plan**



CONSENT FOR STUDENT RECORDS RELEASE

IRN# 000941 – PUBLIC CHARTER SCHOOL

Student Name: _____

Grade: _____ Age: _____ Birth Date: ____/____/____

Previous School Information:

Name of Previous School/Preschool

Address of Previous School/Preschool

City, State, Zip of Previous School/Preschool

Telephone Number of Previous School/Preschool

Fax Number of Previous School/Preschool

The above-named student has enrolled in Par Excellence Academy. Please forward the following records:

- ☐ IEP/ETR or 504 Plan (if applicable)
- ☐ Recent report card/progress report
- ☐ Current grades at time of withdrawal
- ☐ All test scores
- ☐ Immunization records
- ☐ Birth certificate
- ☐ Attendance records
- ☐ Discipline records

Please send/fax records to (email preferred):

Par Excellence Academy

1350 Granville Road

Newark, OH 43055

Email: syost@laca.org

Fax: 740.344.7272

Phone: 740.344.7279

With the understanding that the district cannot assume responsibility of educational information disclosed, I authorize you to release education information regarding the above-named student in the manner indicated.

Signature of custodial parent/guardian: _____ Date: _____

Address: _____

02/25/2020



Par Excellence Academy Student Enrollment Sheet

**TO BE COMPLETED BY
CUSTODIAL PARENT OR GUARDIAN**
Information on this form is necessary to
complete student's school record, to meet
state/federal and local acquiresments, and
to best serve the student. Please give
complete information.

Student (Legal name) _____ Gender _____
Last First Middle

*Race (Check all that apply)
*If no race is given, observer
identification will be used

☐ White ☐ Black or African American (non-Hispanic)
☐ Asian ☐ Native American or Alaskan Native
☐ Native Hawaiian or Other Pacific Islander
Hispanic or Latino ☐ YES ☐ NO

Grade (Circle one)
K 1 2 3 4 5 6

Address _____ City _____ Zip _____ Contact Phone # _____

Date of Birth (MM/DD/YYYY) _____ Place of Birth (City/state) _____

Native Language _____ Language used in the home _____

Student lives with _____ Relationship _____

Check the information that applies to the student:

<input type="checkbox"/> Father Deceased	<input type="checkbox"/> Stepfather	<input type="checkbox"/> Parents Separated
<input type="checkbox"/> Mother Deceased	<input type="checkbox"/> Stepmother	<input type="checkbox"/> Parents Divorced
<input type="checkbox"/> Legal Documents	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Parents Never Married
<input type="checkbox"/> Legal Guardian		

MOTHER _____
Last First Middle

Address (Include city/zip) _____

Home Phone _____ Cell Phone _____

Employment _____ Business Phone _____

Email _____

Birthplace _____ Citizenship (Country/State) _____

FATHER _____
Last First Middle

Address (Include city/zip) _____

Home Phone _____ Cell Phone _____

Employment _____ Business Phone _____

Email _____

Birthplace _____ Citizenship (Country/State) _____

Please complete information on the back →

STEPFATHER*/FOSTER FATHER/GUARDIAN**(Must be LEGALLY MARRIED to biological mother)*

Last

First

Middle

Address (Include city/zip)

Home Phone

Cell Phone

Email

STEPMOTHER*/FOSTER MOTHER/GUARDIAN**(Must be LEGALLY MARRIED to biological father)*

Last

First

Middle

Address (Include city/zip)

Home Phone

Cell Phone

Email

Please list the names and ages of other school age children living in the home:

Preschool Experience: YES

NO

If yes, name of school/facility

Last School Attended/Address

Special Area Information

At previous school, student was enrolled in or served/identified in the following areas:

☐ Developmentally Delayed (pre-school)☐ Deaf/Blindness (DB)☐ Cognitive Disability (CD)☐ Hearing Impairment (HI)☐ Specific Learning Disabled (SLD)☐ Visual Impairment (VI)☐ Emotional Disturbance (ED)☐ Speech or Language Disability☐ Orthopedic Impairment (OI)☐ Autism (AU)☐ Other Hearing Impairment (minor) (OHI)☐ Traumatic Brain Injury (TBI)☐ Other Health Impairment (major) (OHI)☐ Gifted Program☐ OtherStudent has current Evaluation Team Report (ETR) ☐ YES ☐ NOStudent has current Individual Education Plan (IEP) ☐ YES ☐ NOStudent has current 504 ☐ YES ☐ NO

How did you hear about Par Excellence Academy?

Why did you choose Par Excellence Academy for your child's primary education?

Custodial Parent/Guardian Signature

Date



Kindergarten Registration

Health Information Sheet

Child's Full Name: _____
Last First Middle

Gender: Male ____ Female ____

Birthdate: ____/____/____

Pregnancy/ Birth History

Premature	Yes	No
Over Term	Yes	No
RH Factor	Yes	No
Toxemia	Yes	No
Anoxic at birth (low oxygen)	Yes	No
Normal pregnancy & delivery	Yes	No

Other Health History

Has your child ever had or has now:

If yes, please give details below:

Speech problems	Yes / No	
Vision problems	Yes / No	
Wears glasses	Yes / No	
Hearing problems	Yes / No	
Frequent ear infections	Yes / No	
Ear tubes	Yes / No	
Asthma	Yes / No	
Excessive worry or anxiety	Yes / No	
Depression	Yes / No	
Behavior problems	Yes / No	
Chicken pox	Yes / No	
Heart condition	Yes / No	
Seizures	Yes / No	
Diabetes	Yes / No	

Is your child currently taking any medications? ☐ YES ☐ NO If yes, please complete the following:

Medication:	Times Taken:
Medication:	Times Taken:
Medication:	Times Taken:
Medication:	Times Taken:

Please complete information on the back →



Language Usage Survey

Par Excellence Academy

To Our Parents and Guardians: A completed language usage survey is required for all students upon enrollment in Ohio Schools. This information will tell our staff if we need to check your child's proficiency in English. Answers to these questions ensure your child receives the educational services to succeed in school. The information is not used to identify immigration status.

Student Name: _____ Date of Birth: ____/____/____
First Name and Last Name MM DD YYYY

- 1) In what language(s) would you prefer to communicate with the school?

- 2) What language did your child learn first?

- 3) What language does your child use the most at home?

- 4) What languages are used in your home?

- 5) In what country was your child born?

- 6) Has your child ever received formal education outside of the United States? ____ Yes ____ No
If yes, how many years/months? _____
If yes, what was the language of instruction? _____
- 7) Has your child attended school in the United States? ____ Yes ____ No
If yes, when did your child first attend a school in the United States? ____/____/____
MM DD YYYY
- 8) Please share additional information to help us understand your child's language experiences and education background:

Signature of Custodial Parent/Guardian _____

Date _____

Thank you for providing the information above. Please contact Par Excellence Academy if you have questions about this form or about services available at our school. For additional resources, go to <https://education.ohio.gov/Topics/Student-Supports/English-Learners/Research>.



March 2020

Dear Parent/Guardian:

Thank you for choosing Par Excellence Academy for your child. To enroll in kindergarten, each student must go through Kindergarten Screening.

According to the Ohio Department of Education website:

“A child’s screening assessment data cannot be used to determine eligibility to enter kindergarten. The only criterion for entrance into kindergarten is age eligibility. By November 1 of the school year which a child is enrolled for the first time, the child must be screened for vision, hearing, speech and communication, medical problems, and any developmental disorders. If the screening reveals the possibility of potential learning needs, the district must provide further assessment. Schools must note that screenings are not intended to diagnose educational disability or to be used for placement procedures. A parent may sign a statement that they do not wish to have the child screened.” (ORC 3313.673)

Kindergarten Screenings will be held at Par Excellence Academy (dates to be determined). We will call you to schedule an appointment.

Thank you.

Gisele James
Superintendent



Today's Date _____

Kindergarten Screening Tool

Parents, please complete the following

Please note: Your child must be five years old on or before September 30th

Child's Name: _____ DOB: _____

Child's Nickname: _____ Sex: M ____ F ____

Family: With whom has the child been living for most of the past year?

☐ Father ☐ Mother ☐ Both ☐ Other _____

Other children in the family: How many older? _____ How many younger? _____

Have there been any significant family changes in the past year? _____ Please explain:

Language(s) other than English regularly spoken at home:

School History (Include preschool, day care, nursery school, Head Start, etc.)

Has your child attended school before? ☐ Yes ☐ No

How Long? ☐ 6 months ☐ 1 year ☐ 2 years ☐ more

Where? _____

Child Development

What age did your child start to:

1. Walk _____
2. Talk _____
3. Toilet _____

Can your child:	Yes	No	Don't Know
Use a spoon and fork to eat without spilling a lot?			
Wash and dry his or her own hands?			
Dress himself or herself?			
Zip?			
Tie shoes?			
Do buttons?			
Does your child have:			
Problems with eating?			
Problems with sleeping?			
Does your child:			
Hold a pencil properly?			
Write and draw rather than scribble?			
Prefer <input type="checkbox"/> Right Hand <input type="checkbox"/> Left Hand <input type="checkbox"/> Both			
Can your child:			
Ride a bicycle?			
Throw and catch a ball?			
Does your child:			
Drop things more often than other children the same age?			
Trip easy?			
Have trouble with stairs?			

Congratulations--
You've finished the required
kindergarten registration forms!

Please return to us the following
items and completed pages:

- 1) **"At-School or At-Home?" Questionnaire** – option selected
- 2) **Required documentation:**
 - ✓ **Birth certificate**
 - ✓ **Immunization records**
 - ✓ **Photo I.D. of Custodial Parent or Guardian**
 - ✓ **Proof of residency**
 - ✓ **Custody papers (if applicable)**
- 3) **Consent for Records Release** – completed and signed
- 4) **Student Enrollment Sheet** – both sides completed and signed
- 5) **Language Usage Survey** – completed and signed
- 6) **Kindergarten Screening Tool** – completed
- 7) **Kindergarten Health Information Sheet** – both sides completed and signed

Thank you!



Ohio School Report Cards

F School Grade Par Excellence Academy

Districts and schools report information for the Ohio School Report Cards on specific marks of performance, called measures, within broad categories called components. They receive grades for up to ten measures and six components.

Achievement

The Achievement Component represents whether student performance on state tests met established thresholds and how well students performed on tests overall. A new indicator measures chronic absenteeism.

Performance Index

59.6%

Indicators Met

0.0%



Component
Grade

Progress

The Progress component looks closely at the growth that all students are making based on their past performances.

Value-Added

Overall

Gifted

Lowest 20% in Achievement
Students with Disabilities



Component
Grade

Gap Closing

The Gap Closing component shows how well schools are meeting the performance expectations for our most vulnerable students in English language arts, math, graduation and English language proficiency.

Annual Measurable Objectives

25.0%



Component
Grade

Graduation Rate

The Graduation Rate component looks at the percent of students who are successfully finishing high school with a diploma in four or five years.

Graduation Rates

This school is not evaluated for graduation rate because there are not enough students in the graduating class.



Component
Grade

Improving At-Risk K-3 Readers

This component looks at how successful the school is at improving at-risk K-3 readers.

Improving At-Risk K-3 Readers

18.2%



Component
Grade

Prepared for Success

Whether training in a technical field or preparing for work or college, the Prepared for Success component looks at how well prepared Ohio's students are for all future opportunities.



Component
Grade

F

D

F

F

NR

F

D

D

Attachment 10



Admission, Retention, and Graduation

3500

Policy No. 3511

Admission Procedure

Admission is open to any individual between the ages of five (5) and twenty-two (22) who, pursuant to state law, is entitled to attend school. In making admission decisions, Par Excellence Academy shall not discriminate on the basis of race, color, creed, sex, or disabling condition. Upon admission of any student with a disability, Par Excellence Academy will comply with all federal and state laws regarding the education of students with disabilities. Par Excellence Academy shall not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. Par Excellence Academy shall not offer attempt to give any monetary payment or in-kind gift to any student or student's family as an incentive for the student to enroll in the school.

Par Excellence Academy shall restrict admission to all of Ohio.

If the number of applicants exceeds the capacity restrictions of Par Excellence Academy, students will be admitted based on a lottery system, with the following students given preference:

- students who attended Par Excellence Academy the previous year;
- siblings of students attending the School the previous year;
- students who are the children of full-time staff members employed by PAR, provided the total number of students receiving this preference is less than 5% if Par Excellence Academy's total enrollment; and
- students who reside in the district in which Par Excellence Academy is located.

The lottery system adopted by Par Excellence Academy functions as described below.

- Each applicant exceeding the capacity of Par Excellence Academy shall be assigned a number.
- A neutral third party will randomly select numbers, and as each number is selected, the respective student is placed on the permanent waiting list. Once placed on the permanent waiting list, the student retains the position from year-to-year unless the student is no longer an eligible student, is no longer interested in admission, or is selected for admission and thereby removed from the permanent waiting list.
- Par Excellence Academy may, in its sole discretion, decide to institute one lottery system and permanent waiting list, or may decide to institute separate lottery systems and permanent waiting lists for each age or grade.

Ohio: R.C. 3314.06; R.C. 3313.98.

Cross Reference: Policy 3512, Kindergarten Admission



Policy No. 3513
Required Community School Notice

Par Excellence Academy shall distribute Form 3516.1, Required Community School Notice, in writing to parents of students of the School upon the student's enrollment in the School. The Head Administrator shall be responsible for assuring that Form 3516.1 is distributed.

Ohio: R.C. 3314.041.

Cross Reference: Form 3513.1, Required Community School Notice.

Form 3513.1
Required Community School Notice

Under R.C. 3314.041, the governing authority of each community school and any operator of such school shall distribute to parents of students of the school upon their enrollment in the school the following statement in writing:

The Par Excellence Academy is a charter school established under Chapter 3314 of the Revised Code. The school is a public school and students enrolled in and attending the school are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter contact the school administration or the Ohio Department of Education.



Policy No. 3514
Address Verification

For purposes of reporting which school districts the enrolled students are entitled to attend, Par Excellence Academy shall require each enrolled student to submit one of the following documents to verify their home address:

- a deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill;
- a utility bill or receipt of utility installation issued within ninety days of enrollment;
- a paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
- the most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence; or
- any other official document issued to the parent or student that includes the address of the parent's or student's primary residence.

This Policy supercedes any contrary or additional requirements imposed by the respective public school district.

Ohio: R.C. 3314.11.

Cross Reference: Policy 3515, Required Documents upon Admission.



Policy No. 3515

Required Documents Upon Admission

Par Excellence Academy and Ohio law require certain documents, records, and other information be provided upon the student's enrollment in Par Excellence Academy. The Head Administrator is hereby directed to develop and implement rules and procedures as necessary to ensure that the School complies with this Policy and all other applicable laws.

Records and Documentation

Upon admission into Par Excellence Academy, all students shall be required to provide the following:

- any records from the public or nonpublic elementary or secondary school the student most recently attended,
- if issued and applicable, a certified copy of an order or decree, or modification of such an order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child,
- if executed and applicable, a copy of a power of attorney or caretaker authorization affidavit, if either has been executed with respect to the child, and
- a birth certificate or Comparable Document, as defined below.

Upon enrolling a student, the School shall make a request for records within twenty-four (24) hours from the school the student most recently attended. If the records are not received within seven (7) days, a second request will be made and the Head Administrator shall directly contact the school.

If the school the student claims to have most recently attended indicates that it has no record of the student's attendance or the records are not received within fourteen (14) days of the date of request, or if the student does not present a birth certificate or other Comparable Document, the Head Administrator shall notify the law enforcement agency having jurisdiction in the area where the student resides of this fact and of the possibility that the student may be a missing child.

A Comparable Document is defined to include any of the following: (1) a certification of birth; (2) Passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) An attested transcript of the certificate of birth; (4) An attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) An attested transcript of a hospital record showing the date and place of birth of the child; (6) A birth affidavit.



Protected Child Admission

For purposes of this Policy, a Protected Child is defined as a child placed in a Foster Home or Residential Facility, as defined in the Revised Code.

Par Excellence Academy shall not deny a Protected Child admission to the School solely because the Protected Child does not present a birth certificate or Comparable Document. However, the Protected Child or the Protected Child's parent, custodian or guardian shall present a birth certificate or Comparable Document within ninety days after the Protected Child's entry to the School

Receiving Records Requests

Par Excellence Academy shall comply with all records requests within two (2) business days. Par Excellence Academy shall make copies of the student's records and keep the records on file.

Grandparent Caretaker Requirements

A child who is living with and being cared for by grandparents may enroll in and attend the School, so long as the Grandparents/caretaker provide the documents and records above and all of the following documents:

- *Power of Attorney.* Under Ohio law, A child's parent, guardian, or custodian may create a power of attorney that grants to the grandparent with whom the child is residing any of the parent's, guardian's, or custodian's rights and responsibilities regarding the care, physical custody, and control of the child, including the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. The power of attorney does not affect the rights of the parent, guardian, or custodian of the child in any future proceeding concerning custody of the child or the allocation of parental rights and responsibilities for the care of the child and does not grant legal custody to the attorney in fact. To create a Power of Attorney, an individual must use Form **3515.1**, Grandparent Power of Attorney.



• *Caretaker Authorization Affidavit.* A caretaker authorization form, included as Form 3515.2, is a document that authorizes the grandparent to exercise care, physical custody, and control of the child, including, but not limited to, the authority to enroll the child in school, the discuss with the school the child's educational progress, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. Such a form can only executed by grandparent if the grandparent has made reasonable attempts to locate or contact the child's parents but has been unable to do so. To create a Caretaker Authorization Affidavit, an individual must use Form 3515.2, Caretaker Authorization Affidavit. The Power of Attorney and/or Caretaker Authorization Affidavit are terminated if (1) revoked in writing and notice is provided; (2) the child ceases to reside with the grandparent; (3) court order; (4) the child's death; or (5) the grandparent's death.

Ohio law prohibits individuals from executing the Power of Attorney or the Caretaker Authorization Affidavit if the purpose is to enroll the child in the School so that the child may participate in academic or interscholastic activities offered by the School. Power of Attorney or Caretaker Authorization Affidavits submitted for this reason are void and are punishable as a misdemeanor of the first degree.

Ohio: R.C. 3313.672, R.C. 3109.52, R.C. 3109.65, R.C. 3109.80, R.C. 3109.78.

Cross Reference: Policy 3833, Tracking Missing Children; Form 3515.1, Grandparent Power of Attorney; Form 3515.2, Caretaker Authorization Affidavit.



Form No. 3515.1

Grandparent Power of Attorney

Ohio requires this form be used as it is identical to R.C. 3109.53

I, the undersigned, residing at _____, in the county of _____, state of _____, hereby appoint the child's grandparent, _____, residing at _____, in the county of _____, in the state of Ohio, with whom the child of whom I am the parent, guardian, or custodian is residing, my attorney in fact to exercise any and all of my rights and responsibilities regarding the care, physical custody, and control of the child, _____, born _____, having social security number (optional) _____, except my authority to consent to marriage or adoption of the child _____, and to perform all acts necessary in the execution of the rights and responsibilities hereby granted, as fully as I might do if personally present. The rights I am transferring under this power of attorney include the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. This transfer does not affect my rights in any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child. This transfer does not terminate my right to have regular contact with the child.

I hereby certify that I am transferring the rights and responsibilities designated in this power of attorney because one of the following circumstances exists:

- 1) I am: (a) Seriously ill, incarcerated or about to be incarcerated, (b) Temporarily unable to provide financial support or parental guidance to the child, (c) Temporarily unable to provide adequate care and supervision of the child because of my physical or mental condition, (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable, or (e) In or about to enter a residential treatment program for substance abuse;
- 2) I am a parent of the child, the child's other parent is deceased, and I have authority to execute the power of attorney; or
- 3) I have a well-founded belief that the power of attorney is in the child's best interest.

I hereby certify that I am not transferring my rights and responsibilities regarding the child for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school or district.

I understand that this document does not authorize a child support enforcement agency to redirect child support payments to the grandparent designated as attorney in fact. I further understand that to have an existing child support order modified or a new child support order issued administrative or judicial proceedings must be initiated.

If there is a court order naming me the residential parent and legal custodian of the child who is the subject of this power of attorney and I am the sole parent signing this document, I hereby certify that one of the following is the case:

- (1) I have made reasonable efforts to locate and provide notice of the creation of this power of attorney to the other parent and have been unable to locate that parent;
(2) The other parent is prohibited from receiving a notice of relocation; or
(3) The parental rights of the other parent have been terminated by order of a juvenile court.

This POWER OF ATTORNEY is valid until the occurrence of whichever of the following events occurs first: (1) I revoke this POWER OF ATTORNEY in writing and give notice of the revocation to the grandparent designated as attorney in fact and the juvenile court with which this POWER OF ATTORNEY was filed; (2) the child ceases to reside with the grandparent designated as attorney in fact; (3) this POWER OF ATTORNEY is terminated by court order; (4) the death of the child who is the subject of the power of attorney; or (5) the death of the grandparent designated as the attorney in fact.

WARNING: DO NOT EXECUTE THIS POWER OF ATTORNEY IF ANY STATEMENT MADE IN THIS INSTRUMENT IS UNTRUE. FALSIFICATION IS A CRIME UNDER SECTION 2921.13 OF THE REVISED CODE, PUNISHABLE BY THE SANCTIONS UNDER CHAPTER 2929. OF THE REVISED CODE, INCLUDING A TERM OF IMPRISONMENT OF UP TO 6 MONTHS, A FINE OF UP TO \$1,000, OR BOTH.

Witness my hand this _____ day of _____, _____.

Parent/Custodian/Guardian's signature

Parent's signature

Grandparent designated as attorney in fact

State of Ohio)

) ss:

County of _____)

Subscribed, sworn to, and acknowledged before me this _____ day of _____,
_____.

Notary Public



Notices Regarding Grandparent Power of Attorney

1. A power of attorney may be executed only if one of the following circumstances exists: (1) The parent, guardian, or custodian of the child is: (a) Seriously ill, incarcerated or about to be incarcerated; (b) Temporarily unable to provide financial support or parental guidance to the child; (c) Temporarily unable to provide adequate care and supervision of the child because of the parent's, guardian's, or custodian's physical or mental condition; (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable; or (e) In or about to enter a residential treatment program for substance abuse; (2) One of the child's parents is deceased and the other parent, with authority to do so, seeks to execute a power of attorney; or (3) The parent, guardian, or custodian has a well-founded belief that the power of attorney is in the child's best interest.
2. The signatures of the parent, guardian, or custodian of the child and the grandparent designated as the attorney in fact must be notarized by an Ohio notary public.
3. A parent, guardian, or custodian who creates a power of attorney must notify the parent of the child who is not the residential parent and legal custodian of the child unless one of the following circumstances applies: (a) the parent is prohibited from receiving a notice of relocation in accordance with section 3109.051 of the Revised Code of the creation of the power of attorney; (b) the parent's parental rights have been terminated by order of a juvenile court pursuant to Chapter 2151. of the Revised Code; (c) the parent cannot be located with reasonable efforts; (d) both parents are executing the power of attorney. The notice must be sent by certified mail not later than five days after the power of attorney is created and must state the name and address of the person designated as the attorney in fact.
4. A parent, guardian, or custodian who creates a power of attorney must file it with the juvenile court of the county in which the attorney in fact resides, or any other court that has jurisdiction over the child under a previously filed motion or proceeding. The power of attorney must be filed not later than five days after the date it is created and be accompanied by a receipt showing that the notice of creation of the power of attorney was sent to the parent who is not the residential parent and legal custodian by certified mail.
5. A parent, guardian, or custodian who creates a second or subsequent power of attorney regarding a child who is the subject of a prior power of attorney must file the power of attorney with the juvenile court of the county in which the attorney in fact resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding. On filing, the court will schedule a hearing to determine whether the power of attorney is in the child's best interest.
6. This power of attorney does not affect the rights of the child's parents, guardian, or custodian regarding any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child.
7. A person or entity that relies on this power of attorney, in good faith, has no obligation to make any further inquiry or investigation.



8. This power of attorney terminates on the occurrence of whichever of the following occurs first: (1) one year elapses following the date the power of attorney is notarized; (2) the power of attorney is revoked in writing by the person who created it; (3) the child ceases to live with the grandparent who is the attorney in fact; (4) the power of attorney is terminated by court order; (5) the death of the child who is the subject of the power of attorney; or (6) the death of the grandparent designated as the attorney in fact.

9. If this power of attorney terminates other than by the death of the attorney in fact, the grandparent who served as the attorney in fact shall notify, in writing, all of the following: a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;

b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the other person or entity would reasonably rely on the power of attorney unless notified of the termination;

c) The court in which the power of attorney was filed after its creation; and

d) The parent who is not the residential parent and legal custodian of the child who is required to be given notice of its creation. The grandparent shall make the notifications not later than one week after the date the power of attorney terminates.

10. If this power of attorney is terminated by written revocation of the person who created it, or the revocation is regarding a second or subsequent power of attorney, a copy of the revocation must be filed with the court with which that power of attorney was filed.

Additional information:

To the grandparent designated as attorney in fact:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this power of attorney. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the power of attorney unless notified. The notification must be made not later than one week after the child stops living with you.

2. You must include with the power of attorney the following information: (a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;



(b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child; (c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state; (d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than (e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused child or a neglected child or previously have been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that a parent of the child who has custody or visitation rights with respect to the child.

To school officials:

1. Except as provided in section 3313.649 of the Revised Code, this power of attorney, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent designated as attorney in fact resides and that grandparent is authorized to provide consent in all school-related matters and to obtain from the school district educational and behavioral information about the child. This power of attorney does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.
2. The school district may require additional reasonable evidence that the grandparent lives in the school district.
3. A school district or school official that reasonably and in good faith relies on this power of attorney has no obligation to make any further inquiry or investigation.

To health care providers:

1. A person or entity that acts in good faith reliance on a power of attorney to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the power of attorney, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the power of attorney is completed and the signatures of the parent, guardian, or custodian of the child and the grandparent designated as attorney in fact are notarized.
 2. The decision of a grandparent designated as attorney in fact, based on a power of attorney, shall be honored by a health care facility or practitioner, school district, or school official.
- was the basis of the adjudication.



Form No. 3515.2
Caretaker Authorization Affidavit

Use of this affidavit is required and authorized by sections 3109.65 to 3109.73 of the Ohio Revised Code. Completion of items 1-7 and the signing and notarization of this affidavit is sufficient to authorize the grandparent signing to exercise care, physical custody, and control of the child who is its subject, including authority to enroll the child in school, to discuss with the school district the child's educational progress, to consent to all school-related matters regarding the child, and to consent to medical, psychological, dental treatment for the child.

The child named below lives in my home, I am 18 years of age or older, and I am the child's grandparent.

1. Name of child:

2. Child's date and year of birth:

3. Child's social security number (optional):

4. My name:

5. My home address:

6. My date and year of birth:

7. My Ohio driver's license # or ID card #:



8. Despite having made reasonable attempts, I am either: a. Unable to locate or contact the child's parents, or the child's guardian or custodian; or

b. I am unable to locate or contact one of the child's parents and I am not required to contact the other parent because paternity has not been established; or

c. I am unable to locate or contact one of the child's parents and I am not required to contact the other parent because there is a custody order regarding the child and one of the following is the case:

i. The parent has been prohibited from receiving notice of a relocation; or

ii. The parental rights of the parent have been terminated.

9. I hereby certify that this affidavit is not being executed for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school district.

I understand that this document does not authorize a child support enforcement agency to redirect child support payments. I further understand that to have an existing child support order modified or a new child support order issued administrative or judicial proceedings must be initiated.

WARNING: DO NOT SIGN THIS FORM IF ANY OF THE ABOVE STATEMENTS ARE INCORRECT. FALSIFICATION IS A CRIME UNDER SECTION 2921.13 OF THE REVISED CODE, PUNISHABLE BY THE SANCTIONS UNDER CHAPTER 2929. OF THE REVISED CODE, INCLUDING A TERM OF IMPRISONMENT OF UP TO 6 MONTHS, A FINE OF UP TO \$1,000, OR BOTH.

I declare that the foregoing is true and correct:

Signed:

Date: _____

Grandparent

State of Ohio)

) ss:

County of)

Subscribed, sworn to, and acknowledged before me this _____ day of, _____, _____.

Notary Public



Notices of Caretaker Authorization

1. The grandparent's signature must be notarized by an Ohio notary public.
2. The grandparent who executed this affidavit must file it with the juvenile court of the county in which the grandparent resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding not later than five days after the date it is executed.
3. This affidavit does not affect the rights of the child's parents, guardian, or custodian regarding the care, physical custody, and control of the child, and does not give the grandparent legal custody of the child.
4. A person or entity that relies on this affidavit, in good faith, has no obligation to make any further inquiry or investigation.
5. This affidavit terminates on the occurrence of whichever of the following occurs first: (1) the child ceases to live with the grandparent who signs this form; (2) the parent, guardian, or custodian of the child acts to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit, and the grandparent either voluntarily returns the child to the physical custody of the parent, guardian, or custodian or fails to file a complaint to seek custody within fourteen days (3) the affidavit is terminated by court order; (4) the death of the child who is the subject of the affidavit; or (5) the death of the grandparent who executed the affidavit.

A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

If this affidavit terminates other than by the death of the grandparent, the grandparent who signed this affidavit shall notify, in writing, all of the following:

- (a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;
- (b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the person or entity would reasonably rely on the affidavit unless notified of the termination;
- (c) The court in which the affidavit was filed after its creation.

The grandparent shall make the notifications not later than one week after the date the affidavit terminates.

6. The decision of a grandparent to consent to or to refuse medical treatment or school enrollment for a child is superseded by a contrary decision of a parent, custodian, or guardian of the child, unless the decision of the parent, guardian, or custodian would jeopardize the life, health, or safety of the child.



Additional information:

To caretakers:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this affidavit. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the affidavit unless notified. The notifications must be made not later than one week after the child stops living with you.
2. If you do not have the information requested in item 7 (Ohio driver's license or identification card), provide another form of identification such as your social security number or medicaid number.
3. You must include with the caretaker authorization affidavit the following information:
 - (a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;
 - (b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;
 - (c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;
 - (d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child;
 - (e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child's being an abused child or a neglected child or previously have been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.
4. If the child's parent, guardian, or custodian acts to terminate the caretaker authorization affidavit by delivering a written notice of negation, reversal, or disapproval of an action or decision of yours or removes the child from your home and if you believe that the termination or removal is not in the best interest of the child, you may, within fourteen



days, file a complaint in the juvenile court to seek custody. You may retain physical custody of the child until the fourteen-day period elapses or, if you file a complaint, until the court orders otherwise.

To school officials:

1. This affidavit, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent who signed this affidavit resides and the grandparent is authorized to provide consent in all school-related matters and to discuss with the school district the child's educational progress. This affidavit does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.
2. The school district may require additional reasonable evidence that the grandparent lives at the address provided in item 5 of the affidavit.
3. A school district or school official that reasonably and in good faith relies on this affidavit has no obligation to make any further inquiry or investigation.
4. The act of a parent, guardian, or custodian of the child to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit constitutes termination of this affidavit. A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

To health care providers:

1. A person or entity that acts in good faith reliance on a CARETAKER AUTHORIZATION AFFIDAVIT to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the affidavit, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the applicable portions of the form are completed and the grandparent's signature is notarized.
2. The decision of a grandparent, based on a CARETAKER AUTHORIZATION AFFIDAVIT, shall be honored by a health care facility or practitioner, school district, or school official unless the health care facility or practitioner or educational facility or official has actual knowledge that a parent, guardian, or custodian of a child has made a contravening decision to consent to or to refuse medical treatment for the child.
3. The act of a parent, guardian, or custodian of the child to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit constitutes termination of this affidavit. A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.



Records Request of Certain Students

[DELETE BEFORE SENDING: Only use this letter when the transferring student has had a complaint filed alleging the student is an abused, neglected, or the transferring student has been adjudicated abused, neglected, or dependent]

[Date]

[Name & Address]

Dear _____:

This letter is a request for all the records you have of _____. As you may know, _____ has transferred to [INSERT SCHOOL NAME]. As stated under Ohio Revised Code § 3313.672, we are required to obtain, and you are required by law to transfer, all of the student's official records. We ask that you comply with this request as quickly as possible so we can ensure that _____ is able to continue to receive an education.

As you may know, new law effective October 11, 2013 prohibits you from withholding grades, credits, official transcripts, IEPs, 504 plans, or diplomas for students like _____. R.C. 3313.642. Therefore, we respectfully request that you immediately transfer all of the student's transcripts, records, IEPs, and 504 plans immediately.

Sincerely,

Head Administrator

Form No. **3515.4**

Records Request of Transferring Students

[DELETE BEFORE SENDING: Use this letter when the transferring student is not subject to special rules stated in Policy 3515]

[Date]

[Name & Address]

Dear _____:

This letter is a request for all the records you have of _____. As you may know, _____ has transferred to [INSERT SCHOOL NAME]. As stated under Ohio Revised Code § 3313.672, we are required to obtain, and you are required by law to transfer, all of the student's official records. We ask that you comply with this request as quickly as possible so we can ensure that _____ is able to continue to receive an education.

Should we not receive the records from you, we will be required by law to contact the proper law enforcement agencies and notify them that the student may be a missing child. R.C. § 3313.672. Furthermore, to the extent that you are withholding the student's records pursuant to R.C. § 3313.642, the section does not permit you to withhold the student's transcripts, records, IEPs, and 504 plans. Therefore, we respectfully request that you transfer all of the student's transcripts, records, IEPs, and 504 plans immediately.

Sincerely,

Head Administrator



Policy No. **3516**

Homeless Children and Youth Placement

In accordance with the McKinney-Vento Homeless Assistance Act and Ohio law, the School believes all homeless children have a right to equal educational opportunities. Par Excellence Academy shall provide services to each homeless child or youth that is comparable to services offered to other students in the School.

A “homeless” child or youth is an individual that lacks a fixed, regular and adequate night time residence and includes an individual that:

- is “doubling up” or is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- is living in a motel, hotel, trailer park or campground due to the lack of alternative adequate accommodations;
- is living in emergency or transitional shelters;
- is abandoned in a hospital;
- is awaiting foster care;
- has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- is living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or
- is a migratory child as defined by the McKinney-Vento Act and Federal Law.

School Placement & Enrollment

In determining where a homeless child or youth attends school, Par Excellence Academy shall place the child according to the child’s best interest. The determination shall be based on the following:

- when a child becomes homeless during the school year or in between school years, Par Excellence Academy shall continue the child’s education in the school of origin for the duration of homelessness;
- if the child becomes permanently housed during an academic year, Par Excellence Academy shall continue the child’s education in the school of origin for the remainder of the academic year;
- enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend; and
- factors a school may consider include: the child’s age, the distance of a commute, personal safety issues, the student’s need for special instruction, length of anticipated in a temporary shelter, time remaining in the school year.

Par Excellence Academy shall keep a homeless child or youth in the “school of origin” unless the “school of origin” is contrary to the wishes of the child or youth’s parent guardian. The school of origin is the school the student attended when permanently housed or last enrolled. If Par Excellence Academy wishes to send a homeless child to a school other than the school of origin or the school requested, P.E.A must provide a written notice containing an explanation and a statement regarding the right to



appeal the decision. The written notice explanation must be provided to the parent or guardian. The process for resolving disputes is discussed below.

Homeless students should be enrolled immediately. Enrollment shall occur even if the student does not have the enrollment records required by the School. The School shall contact the school last attended by the student to obtain health records and shall immediately refer the homeless child's parent or guardian to the School's homeless liaison so additional documents may be obtained. Par Excellence Academy must obtain all records in a timely fashion.

Enrolled homeless students shall be provided services comparable to services offered to other students in the school. Services include, but are not limited to: transportation, programs in vocational and technical education, programs for gifted and talented students, school nutrition programs, and before/after school programs.

Disputes Regarding Placement

Should a dispute arise, the dispute resolution process should follow these guidelines. The dispute resolution process shall be as informal and accessible as possible, allowing for impartial and complete review. Students are to be provided with all services for which they are eligible while the dispute is being resolved. Parents, guardians and unaccompanied youth should be able to initiate the resolution process directly at the school they choose, as well as at the district LEA homeless liaison's office. Parents, guardians, and unaccompanied youth should be informed that they can provide written or oral documentation to support their views. Written documentation should be complete, as brief as possible, simply stated, and be provided in a language the parent, guardian, or unaccompanied youth can understand.

Should a dispute arise over school selection or enrollment in a school the following procedure is to be followed:

- The Local Education Agency (LEA) shall provide the parent or guardian with a written explanation of the school's decision regarding school selection or enrollment.
- The LEA shall inform the parent or guardian in writing of their right to appeal the decision.
- Should the dispute continue the LEA shall refer the parent or guardian to the local LEA liaison who shall review the complaint and issue an opinion in writing to the parent or guardian.
- Should the dispute continue the LEA liaison shall assist the parties involved in presenting the situation to the Ohio Department of Education homeless education coordinator.
- The homeless education coordinator shall recommend a decision for distribution to the parent, local superintendent and local educational agency liaison.
- Should the dispute continue the final appeal is made to the State Superintendent of Public Instruction for review and disposition.



Liaison for Homeless Children

The Head Administrator shall appoint a Liaison for Homeless Children. The Liaison will perform, coordinate, and collaborate with the State Coordinator for the Education of Homeless Children and Youth and shall work to ensure the School complies with this policy and all applicable law.

Transportation

Par Excellence Academy shall provide transportation, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin, if:

- The child continues to live in the area served by the LEA in which the school of origin is located, the child's transportation to and from the school of origin shall be provided or arranged by the local educational agency in which the school of origin is located.
- The homeless child's living arrangements in the area served by the LEA of origin terminate and the child or youth, though continuing his or her education in the school of origin, begins living in an area served by another LEA, the LEA of origin and the LEA in which the homeless child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the LEAs are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally.

Federal: 42 U.S.C. 11431, et seq.

Form No. 3516.1

Identification of Homeless Children and Youth Form

Student Name: _____ Student Social Security Number: _____

Under federal law, the School identifies all homeless children. A "homeless" child or youth is defined as an individual that lacks a fixed, regular and adequate night time residence. If your child is not homeless please sign below and do not complete the rest of the form. If you are unsure if your child may be considered homeless, please complete the rest of the form.

Signature: _____

Date: _____

_____ Motel, hotels, camping grounds, or shelter

_____ A house with another family

_____ A house with other family members

_____ Other: (Please explain)



Policy No. 3521
Assessing Student Progress

Assessments serve a number of purposes. Assessments give students, parents, teachers and Par Excellence Academy feedback as to how the student is progressing and mastering a subject. Assessments also provide teachers guidance for instructional planning. Finally, assessments give guidance as to a courses or occupations a student may pursue further. With these purposes in mind, Par Excellence Academy uses a wide range of assessments.

One of the primary ways to assess a student is through a grading system. The Head Administrator shall develop a grading system that accurately reflects a student's level of achievement as it relates to the particular course/program's goals. The system shall clearly communicate to each student what type of work is required and shall be given frequent feedback as to the student's status in achieving the program's goals.

Grades shall be determined by the instructor for a given class. Grades shall be objective, or where subjective, based on clear, consistent standards. Grades may only be changed with the express permission of the Head Administrator or his/her designee.

Cross Reference: Policy 3522, Grading Policy; Policy 3532, State Assessments Security & Ethics; Policy 3540, Promotion and Retention of Students; Policy 3550, Core Curriculum Requirements.



Policy No. 3522 Grading Policy

Schnee is a competency based program both online and in direct instruction. Students remain in classes until they demonstrate content proficiency.

State Assessments & Support

In addition to Par Excellence Academy's own assessments, Par Excellence Academy shall assess each student in accordance with Ohio law and regulations. The State's assessments and diagnostics are designed to ensure that students demonstrate the proper levels of achievement and to assist students if they are not meeting the proper standards.

Administering Diagnostic Assessments

Diagnostic assessments shall be administered as the Governing Authority deems appropriate, but at least once annually. As required by Ohio law, diagnostic assessments should be performed as described below.

- To each student who transferred into the School if the applicable diagnostic assessment was not administered at the Student's previous school. The diagnostic must be conducted thirty (30) days after the date of transfer.
- Each kindergarten student shall take the Kindergarten Readiness Assessment. The assessment must be administered no earlier than four (4) weeks prior to the first day of school and not later than October 1. The results of the Assessment may not be used to prohibit a student from entering Kindergarten.
- The Third Grade Reading Guarantee diagnostic assessments for students in grades kindergarten through third grade.
- All other diagnostics required by law for students in grades kindergarten through three.

After the administration of any diagnostic assessment, Par Excellence Academy shall provide the following information to each parent/guardian: the student's completed diagnostic assessment, the results of the assessment, any other accompanying documents used during the administration of the assessment, and all documents and information in any plan developed for the student.

Par Excellence Academy shall submit the results of each assessment as required by law.

Ohio Assessments and Tests

Par Excellence Academy shall administer all assessments required by Ohio law. The assessments are to be aligned with the academic standards and model curricula adopted by the state. The tests shall be administered at the designated times.

The School may, for medical reasons or other good cause, excuse a student from taking an assessment administered on the date scheduled, but that assessment shall be administered to the excused student not later than nine (9) days following the scheduled date. Par Excellence Academy shall annually report the number of students who have not taken one or more of the required assessments by June 30.

Students receiving special education services may participate in the required testing according to the student's individualized education plan (IEP). If a student is to take an



alternate assessment, the method must be approved by the Ohio Department of Education as conforming to federal law. See Policy 3730, Alternative Assessments for Students with Disabilities.

Intervention Services

Par Excellence Academy shall provide intervention services as follows:

Diagnostic Assessment Intervention. The School shall provide intervention services to students whose diagnostic assessments show that they are failing to make satisfactory progress toward attaining the academic standards for their grade level.

Proficiency and Achievement Tests. Par Excellence Academy shall also provide prevention/intervention services in pertinent subject areas to students who score below the proficient level on a reading, writing, mathematics, social studies, or science proficiency or achievement test.

Third Grade Reading Guarantee. Par Excellence Academy shall also provide intervention services pursuant to the Third Grade Reading Guarantee, as explained below.

Ohio Graduation Tests. If Par Excellence Academy teaches high school, Par Excellence Academy may be required to provide intervention under R.C. 3301.0711. Par Excellence Academy shall provide intervention services to any student whose results indicate the student is failing to make satisfactory progress toward being able to attain scores at the proficient level on the Ohio Graduation tests. These intervention services shall be provided prior to the end of the school year, during the summer following the ninth grade, and/or in the next succeeding school year.

Third Grade Reading Guarantee; Intervention and Remediation Services

To assist students in meeting the Third Grade Guarantee, all students in grades kindergarten through third shall be given an English Language Arts diagnostic assessment. The assessment shall identify students who are below their grade level. If the diagnostic assessment indicates the student is “not on track” to be reading at his or her grade level by the end of the year, Par Excellence Academy shall provide the parents a written notice. The written notice shall:

- indicate that the School has identified a reading deficiency in their child;
- indicate the current services provided to the student;
- describe proposed supplemental instruction services;
- indicate that the Ohio Achievement Assessment for third grade reading is not the only measure of reading competency; and
- indicate that unless the student attains the appropriate level of reading competency by the end of grade 3, the student will be retained.

Additionally, for each student shown to be “not on track”, Par Excellence Academy shall take the following steps: begin reading intervention immediately using research-based reading strategies targeted at the student’s identified reading deficiencies, assign the student to a Credentialed Teacher, and develop a reading improvement and monitoring plan—as described below.

All reading improvement and monitoring plans must be developed within sixty (60) days of identifying the child’s disability and shall:

1. identify the student’s specific reading deficiency;
2. describe proposed supplemental instruction services that will target the student’s identified reading deficiencies;



3. include opportunities for the parents or guardians to be involved in the instructional services;
4. include a process to monitor the implementation of the student's instructional services;
5. develop a reading curriculum during the regular school hours that assist the student to read at his or her grade level, provide for reliable assessments, and provide ongoing analysis of each student's reading progress; and
6. include a statement that unless the student attains the appropriate level of reading competency by the end of grade three, the student will be retained.

Credentialed Teacher. Each student who is retained or has a reading improvement and monitoring plan must be assigned to a Credentialed Teacher. A Credentialed Teacher is a teacher who has been actively engaged in the reading instruction of students for the previous three (3) years, and who either (1) hold a reading endorsement and has attained a passing score on the corresponding assessment, or (2) has obtained a master's degree with a major in reading. Additionally, until July 1, 2014, a teacher is qualified if the teacher possess a credential earned from a list of reading instruction programs approved the ODE or was rated "above value added" for the last two years. Effective July 1, 2014, a teacher is also qualified if the teacher has a passing score on a State-approved reading instruction test.

Retention Policy. Beginning with students who enter third grade in the 2013 - 2014 school year, the School will retain all students scoring below the designated level on the third grade reading assessment, unless the student qualifies for one of the following exceptions:

1. The student is a limited English-proficient student who has been enrolled in the United States schools for less than two full school years and has less than two years of instruction in English as a second language program;
2. The student is a child with a disability entitled to special education and the student's individualized education program exempts the student from being retained;
3. The student demonstrates an acceptable level of performance on an alternative standardized reading assessment as determined by the Ohio Department of Education;
4. The student is a child with a disability entitled to a special education, the student has taken the third grade English Language Arts achievement assessment, the student's individualized education program or plan shows that the student has received intensive remediation in reading for two school years but still demonstrates a deficiency in reading, and the student previously was retained in any of grades kindergarten through three; and
5. The student received intensive remediation for reading for two school years but still demonstrates a deficiency in reading and was previously retained in any of grades kindergarten through 3. The student shall continue to receive intensive reading instruction in grade four. The instruction shall include an altered instructional day that includes specialized diagnostic information and specific research-based strategies for the student that has been successful in improving reading among low-performing readers.



For each student retained in the third grade, Par Excellence Academy shall provide Intense Remediation Services until the student is able to read at grade level. The remediation services shall include at least ninety (90) minutes of reading instruction per day and should be targeted to the student's identified reading deficiencies. The remediation services must be provided by a Credentialed Teacher and may include, but are not limited to: small group instruction; Reduced teacher-student ratios; More frequent progress monitoring; Tutoring or mentoring; Transition classes containing third and fourth grade students; Summer reading camp; or Extended school day, week or year. Par Excellence Academy must offer the option for students to receive reading intervention services from one or more providers other than the district. The district will screen and improve any provider offered and paid for by the School.

For each retained student who has demonstrated a proficiency in a specific academic ability field, each district shall provide instruction commensurate with student achievement levels in that specific academic ability field. Academic ability field includes mathematics, science, reading and/or writing, and social studies.

Each retained student, may be promoted mid-year if the student demonstrate he or she is reading at or above grade level.

Par Excellence Academy must report any information requested by the Ohio Department of Education on the reading improvement and monitoring plan as required by the Ohio Department of Education. The School must submit to the Ohio Department of Education the results of diagnostic assessments and include such information related to the reading assessment and the student's reading and improvement monitoring plan.

Response to Intervention

Response to Intervention (RTI) is a process the School uses to help children who are struggling academically or behaviorally. The purpose of RTI is to meet students where they are and progress them forward in their skills. This process also helps to distinguish between students who need intervention to advance their skills and students who require specially designed instruction as a student with an identified disability.

With RTI, the School shall identify students at risk for not meeting learning outcomes, provide evidence-based interventions, adjust the intensity and nature of those interventions depending on a student's responsiveness, and monitor their progress.

RTI is divided into three tiers. In Tier I, students experiencing learning needs are identified through their performance and provided with small group interventions through the core curriculum in the classroom. The teacher monitors their response to strategies and makes adjustments in the delivery of the curriculum to determine if the student's needs are met or the student needs more intensive interventions. The teacher and other staff members who have regular interaction with the student shall make regular reporting of the student's progress.

If the child does not respond to the first level of group-oriented interventions, he or she moves to Tier II. The length of time in Tier II is generally a bit longer than in Tier I, and the level of intensity and individualization of the interventions are increased. Child progress is again closely monitored. The child's teacher will notify the family of their



area for concern, how they will intervene with this concern, and how they will track information related to the child's progress. If the child shows adequate progress, then the intervention has been successful and will continue. It is quite possible that, if the problem is caught early enough and addressed via appropriate instruction, the child learns the skills necessary to continue in general education without further intervention. Students who do not respond to Tier II instruction move into Tier III instruction. At Tier III a building team will convene, including the parents, to share information on the interventions tried and to present the data collected on the child's progress. Through discussions at Tier III, teams will make decisions about whether to change out interventions and continue to monitor progress, or to move towards a referral for an evaluation to determine if special education services are needed. The data gathered on the child's response to interventions in Tiers I, II and III becomes a part of the Evaluation Team Report in making a determination as to whether the child is a child with special needs.

Ohio: R.C. 3301.071, R.C. 3301.0711, R.C. 3301.0714, R.C. 3301.0715, R.C. 3313.608, R.C. 3313.6012.

Cross Reference: Policy 3521, Assessing Student Progress; Policy 3522, Grading Policy; Policy 3532, State Assessments Security & Ethics; Policy 3540, Promotion and Retention of Students; Policy 3550, Core Curriculum Requirements; Policy 3730, Alternative Assessments for Students with Disabilities.



Policy No. **3540**

Promotion and Retention of Students

Par Excellence Academy has developed a curriculum that allows students to learn and develop mentally, physically, socially, and emotionally. The Governing Authority realizes, however, that students develop at different rates and that students learn best when they are engaged in material that is at their developmental stage. Par Excellence Academy shall promote and retain students to accomplish these goals and to comply with the law.

Each student's promotion or retention shall be determined individually and according to pre-established documented standards. Whether a student should be promoted or retained is based on several factors, including Ohio law, the student's attendance and performance, and Par Excellence Academy's promotion criteria and instructional objectives. The Head Administrator shall further define these factors in writing for each grade. At the beginning of the year, Par Excellence Academy shall communicate these standards to students and parents.

Throughout the school year, parents and students shall receive feedback on the student's progress through written progress reports, grade reports, and, and feedback during teacher-parent conference. Final decisions regarding whether to promote or retain a student are to be made by the Head Administrator. In making these decisions, the Head Administrator shall consult with staff, teachers, and parents/guardians.

Statutory Retention

Par Excellence Academy will retain students in the Third Grade, as required by law, whom attain a score less than the level of achievement on the English Language Arts Assessment, unless the student qualifies in one of the exceptions. The Third Grade Guarantee is further explained in Policy **3531**, State Assessments and Support.

The School will also retain a student, as required by law, if the student is truant for at least 10% of the required attendance days and has failed at least two of the required subject areas. The student may still be promoted despite the above if the Head Administrator and the teacher determine the student is academically prepared.



Retention

A student shall be retained if the student does not meet Par Excellence Academy's predetermined, written standards prior to making a retention decision, the Head Administrator shall notify the student's parents and discuss the student's status. Factors in Deciding whether to Promote or Retain

The Head Administrator shall consider the following factors in deciding whether to promote or retain a student:

- the Student's current academic achievement;
- the Student's physical, social, and emotional maturity/disability;
- whether student has met instructional objectives;
- attendance; and/or
- any additional factors.

Par Excellence Academy generally will not consider a student's performance on a state achievement tests. Par Excellence Academy, however, (1) is prohibited from promoting a student that does not attain a necessary score in the Third Grade reading test, (2) *may* decide not promote a student who does not take the required achievement test or make-up test and who is not exempted from the test, and (3) may use the student's failure to attain a score in the basic range as a factor in the following state tests:

- 3rd Grade: math achievement test
- 4th Grade: math, reading, writing and social science achievement tests
- 5th Grade: math, reading, writing, and science achievement tests
- 6th Grade: math reading, and social science achievement tests
- 7th Grade: math, reading, and writing achievement tests
- 8th Grade: math, reading, and science achievement tests.

Students with Disabilities

Students with disabilities, including those with individualized education plans (IEPs) and/or are 504 Students shall be promoted/retained based on (1) this policy and (2) the student's IEP.

Cross Reference: Policy 3531, State Assessment and Support; Policy 3550 Core Curriculum Requirements.



Policy No. **3550**
Core Curriculum Requirements

Core Curriculum. Par Excellence Academy shall adopt the core curriculum mandated by the Ohio Revised Code for all high school students. The Core Curriculum requirements are found in Form **3570.1**, Core Curriculum Requirements.

Parental Notification. Par Excellence Academy shall notify each student's parents, guardian, or custodian of the student of Ohio's Core Curriculum requirements. The notification shall be in writing and indicate that one consequence of not completing the curriculum is ineligibility to enroll in most state universities in Ohio without further coursework. The Notification is found in Form **3550.1**, Ohio Core Curriculum Requirements - Notification.

Ohio: R.C. 3313.603.

Cross Reference: Form 3550.1, Ohio Core Curriculum Requirements - Notification.

Form No. **3550.1**

Ohio Core Curriculum Requirements – Notification

The Ohio Core Curriculum Requirements form is adopted from the Ohio Department of Education. The Notification is available at:

The link below is for graduation requirements for 2018

<http://education.ohio.gov/getattachment/Topics/Ohio-Graduation-Requirements/News/Two-additional-graduation-options-available-for-th/GradReq2018.pdf.aspx>

The link below is for the graduation requirements for 2019 and beyond

<http://education.ohio.gov/getattachment/Topics/Ohio-s-Graduation-Requirements-rev/Earning-an-Ohio-High-School-Diploma-for-the-CI-1/GradReq2019.pdf.aspx>

Insert Grad. Requirements here from ODE website as it changes

PAR EXCELLENCE ACADEMY

Suspension and Expulsion Policies

Rules of suspension and expulsion follow the due process as mandated by the State of Ohio.

Pursuant to the School's Parent/Student Handbook, misconduct and violations of School rules will subject a student to various levels of discipline depending on the type of offense, the specific circumstances surrounding the offense, and the frequency with which a student exhibits misconduct. The list of offenses attached hereto as Exhibit 1, specifies misconduct which may lead to suspension, expulsion or removal of a student based on the circumstances. To review the complete student code of conduct, please refer to the current Parent/Student Handbook which may be updated from time at the discretion of the School.

OUT-OF-SCHOOL SUSPENSION

Out-of-school suspension is removal of a student from school for a period of one to ten days. While students are suspended from school, they shall be afforded the opportunity to complete all of their classroom assignments. The student will have the opportunity to complete any classroom assignments missed due to the suspension and the student shall receive at least partial credit for such completed assignments as determined from time to time by the School administrator and teaching staff. In no event shall the student receive a failing grade on a completed assignment *solely* on the basis of the student's suspension. During suspension, students are not permitted to participate in extracurricular activities or be on any School property.

The principal, assistant principal or principal designee may suspend a student. Prior to suspending a student, the principal, assistant principal or principal designee must do both of the following:

1. Give written notice of the intention to suspend and the reasons for the intended suspension to the student. If the proposed suspension is based on a violation listed in Ohio Revised Code Section 3313.662(A) and the student is sixteen years of age or older, the notice must contain a statement that the School may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation; and
2. Provide the student an opportunity to appear at an informal hearing before the principal, assistant principal or principal designee and challenge the reasons for the intended suspension or otherwise explain their actions. The hearing can happen immediately and can happen anywhere - the hall, office, classroom, etc.

Within one school day after the time of the student's suspension, the principal, assistant principal or principal designee shall also provide written notice of suspension to the

parent/guardian of the student and the treasurer of the Board of Directors. The notice shall contain:

1. The reasons for the suspension;
2. Notice of the right of the student, or student's parent/guardian/custodian to appeal to the Board of Directors or the Board's designee;
3. Notice that the student/parent/guardian/custodian has the right to be represented in all appeal proceedings;
4. Notice of the right to be granted an appeal hearing before the Board of Directors or the Board's designee to be heard against the suspension;
5. Notice of the right to request that the hearing be held in executive session;
6. Notice that the School may seek the student's permanent exclusion if the suspension was based on a violation listed in Ohio Revised Code Section 3313.662(A) that was committed when the student was sixteen years of age or older and if the student is convicted of or adjudicated a delinquent child for that violation; and
7. The date and manner by a student or parent/guardian/custodian may notify the Board of Directors of their intent to appeal the suspension. If the student or parent/guardian wishes to appeal the suspension, the request must be submitted, in writing, to the principal within five (5) school days of the written notice of suspension. The principal shall immediately forward this written appeal to the Board of Directors and Board of Directors' appeal hearing designee.

If there are fewer than ten school days remaining, the out-of-school suspension may not be applied to the following school year, but the superintendent may require the student to participate in a community service program or other alternative consequences for a number of hours equal to the remaining period of the suspension.

IN-SCHOOL SUSPENSION

If a student is issued an in-school suspension, the student shall serve the in-school suspension in a supervised learning environment. The student shall be permitted to complete any classroom assignments missed because of the suspension and the student will receive at least partial credit for such completed assignments as determined by the School administrator and teaching staff. In no event shall the student receive a failing grade on a completed assignment *solely* on the basis of the student's suspension.

EXPULSION

Except as specifically provided for by statute, the superintendent may expel a student for a period not to exceed the greater of 80 school days or the number of days remaining in the semester or term in which the offense leading to expulsion took place. Students expelled from the School are not permitted to participate in extracurricular activities or be on any School property. Expulsions may extend into the following school year.

Only the superintendent may expel a student. No student shall be expelled unless prior to the expulsion, the superintendent does both of the following:

- (1) Provides the student and parent, guardian or custodian written notice of the intention to expel the student and the reasons for the intended expulsion. The notice shall include the reasons for the intended expulsion, notification of the right of the student, guardian, custodian or their representative to appear before the superintendent or his/her designee to hear and to challenge the reasons for the intended expulsion or otherwise to explain the student's actions, and the notification of the time and place to appear. The time to appear shall not be sooner than three (3) nor later than five (5) school days after the notice has been given unless the superintendent grants an extension of time at the request of the student, his/her guardian, custodian, or representative. If an extension of time is granted, the superintendent shall notify the student and his/her parent, guardian, custodian, or representative of the new time and place to appear. If the proposed expulsion is based on a violation listed in Ohio Revised Code Section 3313.662(A) and the student is sixteen years of age or older, the notice must contain a statement that the superintendent may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation.
- (2) Provide the student and parent, guardian, or custodian an opportunity to appear in person before the superintendent or the superintendent's designee to challenge the reason for the intended expulsion or otherwise to explain the student's actions.

Within one school day after the time of the student's expulsion, the superintendent or principal shall provide written notice of expulsion to the parent/guardian of the student and the treasurer of the Board of Directors. The notice shall contain:

1. The reasons for the expulsion;
2. Notice of the right of the student, or student's parent/guardian/custodian to appeal to the Board of Directors or the Board's designee;
3. Notice that the student/parent/guardian/custodian has the right to be represented in all appeal proceedings;
4. Notice of the right to be granted an appeal hearing before the Board of Directors or the Board's designee to be heard against the expulsion;
5. Notice of the right to request that the hearing be held in executive session;
6. Notice that the School may seek the student's permanent exclusion if the suspension was based on a violation listed in Ohio Revised Code Section 3313.662(A) that was committed when the student was sixteen years of age or older and if the student is convicted of or adjudicated a delinquent child for that violation and that the expulsion may be extended if a juvenile court or criminal proceeding regarding such violation is pending at the time the expulsion terminates; and

7. The date and manner by a student or parent/guardian/custodian may notify the Board of Directors of their intent to appeal the expulsion. If the student or parent/guardian wishes to appeal the expulsion, the request must be submitted, in writing, to the principal within fourteen (14) calendar days of the written notice of expulsion. The principal shall immediately forward this written appeal to the Board of Directors and Board of Directors' appeal hearing designee.

If the superintendent expels a student for more than twenty school days or for any period of time if the expulsion will extend into the following semester or school year the notice shall provide the student and the student's parent, guardian, or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion. The information shall include the names, addresses, and phone numbers of the appropriate public and private agencies.

An expelled student will be provided with a date for re-entry and the date for the re-entry conference. The expelled student, and parent or guardian of the student must be present in the re-entry conference. The student and parent or guardian of any student will be notified in the event that the student fails to attend the re-entry conference.

Expulsion proceedings will be pursued against a student who has committed an act warranting expulsion even if the student has withdrawn from school for any reason after the incident giving rise to the hearing, but before the hearing or decision to expel. If after the hearing, the student would have been expelled for a period of time had the student remained in school, the expulsion will be for the same length of time as on a student who has not withdrawn from school.

WEAPONS EXPULSION

A student must be expelled for one year for:

Bringing a firearm to the School or onto School Property (any Property owned, used, or leased by the School for school, school extra-curricular activities or school related events).

A student may be expelled for a period not to exceed one year for:

1. Bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is not located at the School or on School Property.
2. Possessing a firearm at School, on School Property, or at an interscholastic competition, an extracurricular event or any other School program or activity which firearm was initially brought onto the property by another person.
3. Bringing a knife capable of causing serious bodily injury to School, onto School Property, an interscholastic competition, an extracurricular event, or

any other program or activity sponsored by the School or which the School is a participant.

4. Possession of a knife capable of causing serious bodily injury at School, on School Property, or at an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School or which the School is a participant which knife was initially brought onto the property by another person.
5. Committing an act while at School, on School Property, at an interscholastic competition, an extracurricular event, or any other School program or activity that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property.
6. Making a bomb threat to a school building or to any premises at which a School activity is occurring at the time of the threat.

Firearm has the same meaning as provided pursuant to the "Gun Free Schools Act of 1994". At the time this policy was adopted, the above-referenced statute defined a firearm as any weapon (including a starter's gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; including the frame or receiver of any such weapon; and any firearm muffler or silencer; or any destructive device. If the definition of a firearm as provided by the "Gun Free Schools Act of 1994" changes, then the definition set forth in this policy shall automatically change to conform to it.

Knife is defined as cutting instrument consisting of a sharp blade or edge, not to include scissors, wire cutters, or other similar tools determined by the principal(s) to be necessary in the school setting at a particular building or grade level, if used only for the necessary purpose.

The specific circumstances under which the superintendent may, in his/her discretion, reduce a one year expulsion may include: the student was unaware that he/she brought or was in possession of a firearm or knife; the student legitimately did not understand that the item he/she brought or possessed was a firearm or knife; a recommendation from qualified individuals concerning circumstances that justifiably mitigate the student's culpability.

EMERGENCY REMOVAL

If a student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process, the student can be removed from school without first satisfying the prior notice and hearing requirements set forth above. Written notice of the hearing and the reason for the removal shall be given to the student as soon as practicable prior to the hearing. The hearing shall be held on the next school day following the day of the student's initial removal. Students are to remain home during

school hours and not attend/participate in School sponsored function(s) pending the hearing.

If a student in grades pre-kindergarten to three poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process, the student can be removed from school without first satisfying the prior notice and hearing requirements set forth above. The student may only be removed for the remainder of the school day and will be permitted to return to school and participate in extracurricular activities the following day. In this case, the School may forego the written notice and one-day post-removal hearing requirements.

The School may not initiate suspension or expulsion proceedings against a student in grades pre-kindergarten to grade three who was removed as an emergency removal unless the student has committed an act that could result in a one-year expulsion under the Weapons Expulsion rules, described above, or as necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

PERMANENT EXCLUSION

A student may be permanently excluded from school if the student is convicted of, or adjudicated a delinquent child for, committing, when the student was sixteen years of age or older, an act that would be a criminal offense if committed by an adult and if the act is any of the following:

- (1) A violation of section 2923.122 of the Revised Code;
- (2) A violation of section 2923.12 of the Revised Code, of a substantially similar municipal ordinance, or of section 2925.03 of the Revised Code that was committed on property owned or controlled by, or at an activity held under the auspices of, a board of education of a city, local, exempted village, or joint vocational school district;
- (3) A violation of section 2925.11 of the Revised Code, other than a violation of that section that would be a minor drug possession offense, that was committed on property owned or controlled by, or at an activity held under the auspices of, the board of education of a city, local, exempted village, or joint vocational school district;
- (4) A violation of section 2903.01, 2903.02, 2903.03, 2903.04, 2903.11, 2903.12, 2907.02, or 2907.05 or of former section 2907.12 of the Revised Code that was committed on property owned or controlled by, or at an activity held under the auspices of, a board of education of a city, local, exempted village, or joint vocational school district, if the victim at the time of the commission of the act was an employee of that board of education;
- (5) Complicity in any violation described in (1), (2), (3), or (4) above that was alleged to have been committed in the manner described in (1), (2), (3), or (4) above, regardless of whether the act of complicity was committed on property owned or controlled by, or at an activity held under the auspices of, a board of education of a city, local, exempted village, or joint vocational school district.

DISABILITIES COMPLIANCE

The School will comply with all laws and regulations presented in the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 and the Individual with Disabilities Education Improvement Act of 2004. Discipline procedures for students having a disability, will follow the procedures outlined in the Individuals with Disabilities Education Improvement Act of 2004 or such successor or replacement law.

SUSPENSION/EXPULSION OF STUDENTS GRADES PRE-KINDERGARTEN THROUGH 3

Restriction on Suspending and Expelling Students in Grades Pre-Kindergarten through 3

The School shall not issue an out-of-school suspension or expulsion to a student in grades pre-kindergarten through three unless the student has committed an act that could result in a one-year expulsion under the Weapons Expulsion rules, described above, or only as necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

Consultation with a Mental Health Professional

The Principal, whenever possible, shall consult with a mental health professional under contract with the School before an out-of-school suspension or expulsion is issued for a student in grades pre-kindergarten through three. If the events leading up to the suspension or expulsion indicate a need for additional mental health services, the Principal or mental health professional must assist the student's parent or guardian with locating providers or obtaining those services provided such assistance does not cause a financial burden to the School. The assistance might include a referral to an independent mental health professional.

Exhibit 1

The following offenses may result in disciplinary actions. This list is not exhaustive:

- 1) Academic Misconduct: Plagiarizing, cheating, copying another's work or internet publishing's, gaining unauthorized access to material, using, submitting, or attempting to obtain data or answers dishonestly or by means other than authorized by the teacher, and falsifying information (signing homework, etc.).
- 2) Altering Official Documents: The forgery, falsifying, or unauthorized alteration of an official School document (such as enrollment forms, field trip permission slips, etc.).
- 3) Bomb Threat: Making a bomb threat to the School building or to any premises at which a School activity is occurring at the time of the threat.
- 4) Criminal Act: Committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property.
- 5) Damage/Destruction of Property: Causing, attempting to cause, or threatening to cause damage to School or private property (including graffiti).
- 6) Dangerous Weapon: The use, concealment, sale, possession, or transmission of any dangerous or illegal instruments including, but not limited to, weapons, firearms, knives, fireworks, and any look-alikes or counterfeits of such items.
- 7) Display of Affection: Any physical display of affection between students, that is deemed by the Principal or their designee to be inappropriate, is prohibited.
- 8) Disruptive Behavior: Engaging in conduct that causes or results in the breakdown of the orderly process of instruction and/or School activities, including but not limited to, failure to carry out lawful instructions of a teacher, failure to cooperate with School personnel or volunteers, failing to abide by classroom or School-wide rules, and running or making excessive noise in the building.
- 9) Dress Code Violation: Not adhering to the rules established under the School's Dress Code.
- 10) Electronic Access: The unauthorized use of electronic password codes for any reason, including but not limited to, accessing, controlling, or disabling technological devices or services.
- 11) Extortion/Robbery: Obtaining money, information, or property from another by threat, intimidation, or coercion.
- 12) Gambling: Participation in or the organization of games of chance for money and/or other items of value.
- 13) Gang Activity: Participating in any gang or gang-related activities.
- 14) Hazing: Committing any act or coercing another, including the victim, to do any act of initiation into any Student or other organization that causes or creates risk of causing mental or physical harm to any person. Permission, consent, or assumption of risk by an individual subject to hazing does not lessen the prohibition in this policy.
- 15) Harassment, Intimidation, or Bullying Behavior: See the School's policy for definitions and prohibited behaviors.
- 16) Homework: Repeated failure to timely complete and submit homework assignments.

- 17) Illegal or Dangerous Substances: The use, possession, concealment, sale, distribution, or attempt to use/possess/conceal/sell/distribute any drugs, controlled substances, alcoholic beverages or other intoxicants, or their look-alike substances.
- 18) Illegal Organization: Anti-social organizations, secret societies, gangs, and other sets of individuals that are not sanctioned by the School, which are determined by the Principal to be disruptive to teaching and learning, are prohibited.
- 19) Littering: Throwing paper, trash, or other materials on the floor, inside the School building, or on School grounds.
- 20) Loitering: Being on School grounds with no legitimate reason or after being asked to leave.
- 21) Lunch Time Behaviors: Violation of lunch time rules, including but not limited to, eating food outside of the designated area, leaving without permission, or failing to remain seated when asked.
- 22) Lying: Intentionally giving untrue communication.
- 23) Misuse of Electronic Online Hardware or Software: Using School online services for illegal, inappropriate, or obscene purposes.
- 24) Obscenities/Verbal Abuse/Vulgarity/Profanity: The use of obscene, abusive, vulgar, profane, harassing, insulting, racial, sexual, religious, or ethnic slurs, whether written, verbal or through physical gestures, toward School personnel or any member of the School community.
- 25) Offensive Material: The production, possession, and/or distribution of materials that, in the sole discretion of the Principal, offend common decency or morals.
- 26) Overt Disruptive Behavior: Engaging in behavior meant to alter the learning process, or to demean, intimidate, or harm another individual or their property.
- 27) Physical Conduct: Participating in unacceptable physical contact, including but not limited to fighting, pushing, or intentionally hurting other students.
- 28) Playground Behavior: Violating School rules for the playground, including but not limited to, the use of physical force or violence towards another individual, improper use of playground equipment, leaving without permission, and taking the property of others (such as hats/gloves or the items they are using during recess).
- 29) Prohibited Items: Possession or use of prohibited items without prior permission from the School. Prohibited items may include electronic devices (such as telephones, iPods, gaming devices, etc.) and toys or other popular items.
- 30) Reckless Endangerment: Any willful act that is not intended to cause harm but in fact places others in jeopardy of injury, or results in the damage, destruction, or defacement of School or private property.
- 31) Refusal to do Classroom Work: The refusal to complete work, labs, projects, or other assignments.
- 32) Safety: Actions that in the sole discretion of the Principal endanger the health and/or safety of fellow students, staff, or guests in the School.
- 33) School Telephone: Students may only use the School's telephone in the event of an emergency and with the permission of a teacher or other School personnel.
- 34) Sexual Misconduct: Sexual harassment, including communication of a sexual nature, and other forms of unwelcomed sexual advances, communication, or physical contact.
- 35) Tardiness: When a student is not in their classroom when the class is scheduled to

begin as determined by the School's schedule.

- 36) Technology Misuse: Violation of the School's policy regarding the appropriate use of technology and/or the internet.
- 37) Theft: Stealing, attempting to steal, possessing or transferring School or private property, or participating in the theft or attempted theft of School or private property.
- 38) Tobacco: The use, possession, concealment, sale, distribution, or attempt to use/possess/conceal/sell/distribute any tobacco product, including vaporizers and e-cigarettes, as well as look-alike substances.
- 39) Any other behaviors or actions that the Principal deems, in their sole discretion, impedes, obstructs, interferes with, or violates the mission or philosophy of the School, or may cause a disruption to the learning environment.

Attachment 11

Type of School: Brick and Mortar

Contract Term: July 01, 2020 - June 30, 2023

School Name: Par Excellence Academy

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

For the Fiscal Years Ended 2018 through 2020, Actual and

the Fiscal Years Ending 2021 through 2025, Forecasted

Operating Receipts

State Foundation Payments (3110, 3211)

Charges for Services (1500)

Fees (1600, 1700)

Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)

Total Operating Receipts**Operating Disbursements**

100 Salaries and Wages

200 Employee Retirement and Insurance Benefits

400 Purchased Services

500 Supplies and Materials

600 Capital Outlay -New

700 Capital Outlay - Replacement

800 Other

819 Other Debt

Total Operating Disbursements

Excess of Operating Receipts Over (Under)

Operating Disbursements

Nonoperating Receipts/(Disbursements)

Federal Grants (all 4000 except fund 532)

State Grants (3200, except 3211)

Restricted Grants (3219, Community School Facilities Grant)

Donations (1820)

Interest Income (1400)

Debt Proceeds (1900)

Debt Principal Retirement

Interest and Fiscal Charges

Transfers - In

Transfers - Out

Total Nonoperating Revenues/(Expenses)

Excess of Operating and Nonoperating Receipts

Over/(Under) Operating and Nonoperating

Disbursements

Fund Cash Balance Beginning of Fiscal Year

Fund Cash Balance End of Fiscal Year

Actual			Forecasted				
Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
2018	2019	2020	2021	2022	2023	2024	2025
\$ 1,200,512	\$ 2,079,977	\$ 1,993,507	\$ 2,125,884	\$ 2,226,716	\$ 2,268,730	\$ 2,268,730	\$ 2,268,730
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
75,477	38,780	28,302	484,746	20,000	20,000	20,000	20,000
\$ 1,275,988	\$ 2,118,757	\$ 2,021,809	\$ 2,610,630	\$ 2,246,716	\$ 2,288,730	\$ 2,288,730	\$ 2,288,730
\$ 763,193	\$ 1,187,276	\$ 1,382,206	\$ 1,304,645	\$ 1,343,784	\$ 1,424,098	\$ 1,466,821	\$ 1,510,825
145,866	238,049	314,236	270,504	322,508	341,783	352,037	362,598
584,616	1,032,717	867,085	691,494	525,608	536,044	545,404	554,951
188,429	108,016	67,878	142,151	153,901	158,518	161,689	164,922
-	118,094	-	156,148	-	-	-	-
-	-	-	-	-	-	-	-
6,952	13,026	22,883	2,893	14,949	15,248	15,553	15,864
-	-	-	-	-	-	-	-
\$ 1,689,055	\$ 2,697,177	\$ 2,654,288	\$ 2,567,835	\$ 2,360,751	\$ 2,475,692	\$ 2,541,504	\$ 2,609,161
\$ (413,067)	\$ (578,420)	\$ (632,479)	\$ 42,795	\$ (114,035)	\$ (186,962)	\$ (252,774)	\$ (320,431)
\$ 392,742	\$ 601,071	\$ 534,111	\$ 905,738	\$ 546,342	\$ 551,806	\$ 557,324	\$ 562,897
-	-	58,583	82,083	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
167	242	46	-	-	-	-	-
-	150,000	323,385	-	-	-	-	-
-	(150,000)	-	(381,036)	(75,000)	(78,000)	(81,000)	(84,000)
(10,503)	(4,073)	-	(78,367)	(63,600)	(60,000)	(57,000)	(54,000)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
\$ 382,407	\$ 597,241	\$ 916,125	\$ 528,418	\$ 407,742	\$ 413,806	\$ 419,324	\$ 424,897
\$ (30,661)	\$ 18,821	\$ 283,646	\$ 571,213	\$ 293,708	\$ 226,843	\$ 166,550	\$ 104,466
\$ 56,648	\$ 25,987	\$ 44,808	\$ 328,454	\$ 899,667	\$ 1,193,375	\$ 1,420,218	\$ 1,586,768
\$ 25,987	\$ 44,808	\$ 328,454	\$ 899,667	\$ 1,193,375	\$ 1,420,218	\$ 1,586,768	\$ 1,691,233

Assumptions**Staffing/Enrollment**

Total Student FTE
Instructional Staff
Administrative Staff
Other Staff

Actual			Forecasted				
Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
2018	2019	2020	2021	2022	2023	2024	2025
150	254	244	253	265	270	270	270
21	24	25	30	30	31	31	31
5	7	5	4	4	4	4	4
2	1	1	1	1	1	1	1

Purchased Services

Rent
Utilities
Other Facility Costs
Insurance
Management Fee
Sponsor Fee
Audit Fees
Contingency
Transportation
Legal
Marketing
Consulting
Salaries and Wages
Employee Benefits
Special Education Services
Technology Services
Food Services
Other
Total

\$ 103,000	\$ 180,000	\$ 180,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -
\$ 123,109	\$ 95,018	\$ 56,144	\$ 55,512	\$ 56,622	\$ 57,755	\$ 58,910	\$ 60,088
\$ 45,492	\$ 72,368	\$ 83,088	\$ 37,907	\$ 38,665	\$ 39,438	\$ 40,227	\$ 41,032
\$ 15,637	\$ 14,186	\$ 9,342	\$ 9,100	\$ 9,282	\$ 9,468	\$ 9,657	\$ 9,850
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 34,009	\$ 54,874	\$ 63,661	\$ 61,684	\$ 66,801	\$ 68,062	\$ 68,062	\$ 68,062
\$ 43,040	\$ 45,774	\$ 48,390	\$ 42,518	\$ 43,368	\$ 44,236	\$ 45,120	\$ 46,023
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 9,155	\$ 2,650	\$ 12,365	\$ 17,147	\$ 17,490	\$ 17,840	\$ 18,197	\$ 18,560
\$ 21,904	\$ 20,492	\$ 20,340	\$ 5,017	\$ 5,117	\$ 5,220	\$ 5,324	\$ 5,431
\$ 63,554	\$ 170,089	\$ 138,508	\$ 106,860	\$ 108,997	\$ 111,177	\$ 113,401	\$ 115,669
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 114,244	\$ 45,002	\$ 85,750	\$ 44,536	\$ 45,427	\$ 46,335	\$ 47,262	\$ 48,207
\$ 6,594	\$ 9,146	\$ 5,800	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4,879	\$ 190,557	\$ 116,675	\$ 79,860	\$ 81,457	\$ 83,086	\$ 84,748	\$ 86,443
\$ -	\$ 30,498	\$ 47,023	\$ 201,353	\$ 52,380	\$ 53,428	\$ 54,496	\$ 55,586
\$ 584,616	\$ 930,653	\$ 867,085	\$ 691,494	\$ 525,608	\$ 536,044	\$ 545,404	\$ 554,951

Financial Metrics

Debt Service Payments
Debt Service Coverage
Growth in Enrollment
Growth in New Capital Outlay
Growth in Operating Receipts
Growth in Non-Operating Receipts/Expenses
Days of Cash

\$ 10,503	\$ 154,073	\$ -	\$ 459,403	\$ 138,600	\$ 138,000	\$ 138,000	\$ 138,000
-1.92	0.15	0.00	2.24	3.12	2.64	2.21	1.76
6.48%	69.64%	-3.81%	3.69%	4.74%	1.89%	0.00%	0.00%
0.00%	0.00%	-100.00%	0.00%	-100.00%	0.00%	0.00%	0.00%
1.02%	66.05%	-4.58%	29.12%	-13.94%	1.87%	0.00%	0.00%
264.31%	56.18%	53.39%	-42.32%	-22.84%	1.49%	1.33%	1.33%
0.33	0.01	0.02	0.13	0.38	0.48	0.56	0.61

Assumptions Narrative Summary

Historical years are based off of actuals. FY21 is based on YTD actuals which includes State funding on 253 FTE students. Future year enrollment projections are conservative in order to maximize current staff and space considerations. However, the School will seek to grow beyond projections while being mindful of budget considerations. Federal funds based on current allocations with the exception of ESSER II and III. These funds will be projected once plans for utilization are finalized. For FY21 additional staff were added to account SPED needs, as well as adjusted for COL increases. The school is a recipient of the 21st century grant which is projected for FY21 and future years until it is phased out. In FY21, implementation of food service program is anticipated and projections for both revenue and expense are included above. The detail and projection of all "purchased services" are included in the above table. Future years are increased by inflationary factor of 2% unless the expense is fixed or based on a percentage of revenue. In FY21, the Academy took on the mortgage for the building which eliminated its ongoing rent costs and reduced its monthly payment. The Academy currently has debt to the bank for the building. The PPP loan was fully forgiven in FY21. The Academy does not anticipate the need to borrow any funds during the year. Funding levels for FY22-25 are projected to be flat for the period with revenue growth coming solely from enrollment increases. In FY21, the Academy will receive the Student Wellness Funding (as provided by statute) in the amounts of \$82,132.

Fiscal Year 2021-2025 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 323,385.00	\$ (323,385.00)	\$ -	\$ -	PPP Loan
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$1,114,349.00	\$ 265,000.00	\$1,114,349.00	Bldg Mortgage
Capital Leases	\$ 30,556.99	\$ (30,556.99)	\$ -	\$ -	WellsFargo / TEQLease
Payables (Past	\$ -	\$ -	\$ -	\$ -	
Total	\$ 353,941.99	\$ 760,407.01	\$ 265,000.00	\$1,114,349.00	

FY22 - October 2021 submission

IRN No.: 000941

County: Licking

Type of School: Brick and Mortar

Contract Term: July 01, 2020 - June 30, 2023

School Name: Par Excellence Academy

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

For the Fiscal Years Ended 2019 through 2021, Actual and
the Fiscal Years Ending 2022 through 2026, Forecasted**Operating Receipts**

State Foundation Payments (3110, 3211)

Charges for Services (1500)

Fees (1600, 1700)

Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)

Total Operating Receipts**Operating Disbursements**

100 Salaries and Wages

200 Employee Retirement and Insurance Benefits

400 Purchased Services

500 Supplies and Materials

600 Capital Outlay -New

700 Capital Outlay - Replacement

800 Other

819 Other Debt

Total Operating Disbursements

Excess of Operating Receipts Over (Under)

Operating Disbursements

Nonoperating Receipts/(Disbursements)

Federal Grants (all 4000 except fund 532)

State Grants (3200, except 3211)

Restricted Grants (3219, Community School Facilities Grant)

Donations (1820)

Interest Income (1400)

Debt Proceeds (1900)

Debt Principal Retirement

Interest and Fiscal Charges

Transfers - In

Transfers - Out

Total Nonoperating Revenues/(Expenses)

Excess of Operating and Nonoperating Receipts

Over/(Under) Operating and Nonoperating

Disbursements

Fund Cash Balance Beginning of Fiscal Year

Fund Cash Balance End of Fiscal Year

Actual			Forecasted				
Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
2019	2020	2021	2022	2023	2024	2025	2026
\$ 2,079,977	\$ 1,993,507	\$ 2,208,161	\$ 1,883,361	\$ 2,260,033	\$ 2,268,730	\$ 2,268,730	\$ 2,268,730
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
38,780	28,302	484,111	156,772	20,000	20,000	20,000	20,000
\$ 2,118,757	\$ 2,021,809	\$ 2,692,272	\$ 2,040,133	\$ 2,280,033	\$ 2,288,730	\$ 2,288,730	\$ 2,288,730
\$ 1,187,276	\$ 1,382,206	\$ 1,390,739	\$ 1,330,944	\$ 1,370,872	\$ 1,411,998	\$ 1,454,358	\$ 1,497,989
238,049	314,236	309,912	279,493	287,883	296,520	305,415	314,578
1,032,717	867,085	696,141	692,315	536,044	545,404	554,951	564,688
108,016	67,878	153,541	127,172	158,518	161,689	164,922	168,221
118,094	-	1,685,455	351,124	-	-	-	-
-	-	-	-	-	-	-	-
13,026	22,883	22,168	9,913	15,248	15,553	15,864	16,182
-	-	-	-	-	-	-	-
\$ 2,697,177	\$ 2,654,288	\$ 4,257,956	\$ 2,790,961	\$ 2,368,566	\$ 2,431,164	\$ 2,495,511	\$ 2,561,658
\$ (578,420)	\$ (632,479)	\$ (1,565,684)	\$ (750,828)	\$ (88,533)	\$ (142,434)	\$ (206,781)	\$ (272,928)
\$ 601,071	\$ 534,111	\$ 933,323	\$ 948,874	\$ 583,000	\$ 583,000	\$ 475,000	\$ 475,000
-	58,583	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
242	46	-	-	-	-	-	-
150,000	323,385	1,489,997	-	-	-	-	-
(150,000)	-	(381,273)	(105,556)	(78,000)	(81,000)	(84,000)	(87,000)
(4,073)	-	(70,563)	(63,000)	(60,000)	(57,000)	(54,000)	(51,000)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
\$ 597,241	\$ 916,125	\$ 1,971,484	\$ 780,318	\$ 445,000	\$ 445,000	\$ 337,000	\$ 337,000
\$ 18,821	\$ 283,646	\$ 405,799	\$ 29,490	\$ 356,467	\$ 302,566	\$ 130,219	\$ 64,072
\$ 25,987	\$ 44,808	\$ 328,454	\$ 734,253	\$ 763,743	\$ 1,120,210	\$ 1,422,776	\$ 1,552,994
\$ 44,808	\$ 328,454	\$ 734,253	\$ 763,743	\$ 1,120,210	\$ 1,422,776	\$ 1,552,994	\$ 1,617,066

Assumptions**Staffing/Enrollment**

	Actual			Forecasted				
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2019	2020	2021	2022	2023	2024	2025	2026
Total Student FTE	254	244	253	225	270	270	270	270
Instructional Staff	24	25	30	24	24	24	24	24
Administrative Staff	7	5	4	5	5	5	5	5
Other Staff	1	1	1	4	4	4	4	4

Purchased Services

Rent	\$ 180,000	\$ 180,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	\$ 95,018	\$ 56,144	\$ 58,080	\$ 73,956	\$ 57,755	\$ 58,910	\$ 60,088	\$ 61,290
Other Facility Costs	\$ 72,368	\$ 83,088	\$ 40,285	\$ 45,986	\$ 39,438	\$ 40,227	\$ 41,032	\$ 41,852
Insurance	\$ 14,186	\$ 9,342	\$ 7,695	\$ 15,200	\$ 9,468	\$ 9,657	\$ 9,850	\$ 10,047
Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sponsor Fee	\$ 54,874	\$ 63,661	\$ 61,723	\$ 55,180	\$ 68,062	\$ 68,062	\$ 68,062	\$ 68,062
Audit Fees	\$ 45,774	\$ 48,390	\$ 42,518	\$ 50,369	\$ 44,236	\$ 45,120	\$ 46,023	\$ 46,943
Contingency		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	\$ 2,650	\$ 12,365	\$ 16,097	\$ 34,840	\$ 17,840	\$ 18,197	\$ 18,560	\$ 18,932
Marketing	\$ 20,492	\$ 20,340	\$ 14,884	\$ 27,563	\$ 5,220	\$ 5,324	\$ 5,431	\$ 5,539
Consulting	\$ 170,089	\$ 138,508	\$ 116,663	\$ 82,184	\$ 111,177	\$ 113,401	\$ 115,669	\$ 117,982
Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Education Services	\$ 45,002	\$ 85,750	\$ 64,669	\$ 59,368	\$ 46,335	\$ 47,262	\$ 48,207	\$ 49,171
Technology Services	\$ 9,146	\$ 5,800	\$ 6,297	\$ 18,299	\$ -	\$ -	\$ -	\$ -
Food Services	\$ 190,557	\$ 116,675	\$ 78,736	\$ 207,491	\$ 83,086	\$ 84,748	\$ 86,443	\$ 88,172
Other	\$ 132,562	\$ 47,023	\$ 158,492	\$ 21,879	\$ 53,428	\$ 54,496	\$ 55,586	\$ 56,698
Total	\$ 1,032,717	\$ 867,085	\$ 696,141	\$ 692,315	\$ 536,044	\$ 545,404	\$ 554,951	\$ 564,688

Financial Metrics

Debt Service Payments	\$ 154,073	\$ -	\$ 451,836	\$ 168,556	\$ 138,000	\$ 138,000	\$ 138,000	\$ 138,000
Debt Service Coverage	0.15	0.00	-1.40	1.17	3.58	3.19	1.94	1.46
Growth in Enrollment	6.48%	-3.81%	3.69%	-11.07%	20.00%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	-100.00%	0.00%	-79.17%	-100.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	1.02%	-4.58%	33.16%	-24.22%	11.76%	0.38%	0.00%	0.00%
Growth in Non-Operating Receipts/Expenses	264.31%	53.39%	115.20%	-60.42%	-42.97%	0.00%	-24.27%	0.00%
Days of Cash	0.33	0.02	0.08	0.26	0.32	0.46	0.57	0.61

Assumptions Narrative Summary

Historical years are based off of actuals. FY22 is based on YTD actuals and remainder of year projections. State funding in FY22 based on 225 FTE students. Future year enrollment projections are conservative in order to maximize current staff and space considerations. Federal funds based on projected spending of Consolidated funds, ESSER funds, and 21st Century program. For FY22 staffing is down 2 FTE over the year before and factors in all cost of living increases and retention stipends. Benefits are factored at 21% of salaries. The detail and projection of all "purchased services" are included in the above table. Future years are increased by inflationary factor of 2% unless the expense is fixed or based on a percentage of revenue. In FY21, the Academy took on the mortgage for the building which eliminated its ongoing rent costs and reduced its monthly payment. The Academy currently has debt to the bank for the building. The Academy does not anticipate the need to borrow any funds during the year. Funding levels for FY22-26 are projected to be flat for the period with revenue growth coming solely from enrollment increases, although some funding increases are anticipated. The School received a grant from the City for \$147,294 to assist with the roof project.

Fiscal Year 2022-2026 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$1,432,109.00	\$ (405,000.00)	\$ 285,000.00	\$1,027,109.00	Bldg Mortgage
Capital Leases	\$ 30,556.99	\$ (30,556.99)	\$ -	\$ -	WellsFargo / TEQLease
Payables (Past	\$ -	\$ -	\$ -	\$ -	
Total	\$1,462,665.99	\$ (435,556.99)	\$ 285,000.00	\$1,027,109.00	

IRN No. 000941

Community School Budget

County: Licking

School Name Par Excellence Academy
Budget for Fiscal Year FY22

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object	A	B	C	D	E	F	G	H	I	J	K
Salaries 100	\$ 967,613.00	\$ -	\$ 363,331.00								\$ 1,330,944.00
Retirement Fringe Benefits 200	\$ 203,193.00	\$ -	\$ 76,300.00								\$ 279,493.00
Purchased Services 400	\$ -	\$ 59,368.00	\$ 255,145.00	\$ 50,369.00	\$ 119,942.00		\$ 207,491.00				\$ 692,315.00
Supplies 500	\$ 36,751.00	\$ -	\$ 90,421.00		\$ -						\$ 127,172.00
Capital Outlay 600	\$ 57,945.00								\$ 293,179.00		\$ 351,124.00
Other 800	\$ -		\$ -	\$ 9,913.00						\$ 63,000.00	\$ 72,913.00
Total	\$ 1,265,502.00	\$ 59,368.00	\$ 785,197.00	\$ 60,282.00	\$ 119,942.00	\$ -	\$ 207,491.00	\$ -	\$ 293,179.00	\$ 63,000.00	\$ 2,853,961.00

Budget Per Pupil

Estimated Student Enrollment	225	\$5,624.45	\$263.86	\$3,489.76	\$267.92	\$533.08	\$0.00	\$922.18	\$0.00	\$1,303.02	\$280.00	\$12,684.27
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Assumption for the Fiscal Year 2022

Expected Enrollment

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students	45	35	28	39	30	33	15	0	0	0	0	0	0

Expected Instructors

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff	3.42	3.42	3.42	3.42	3.42	3.42	3.42						

Expected Administrative Staff

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff	0.71	0.71	0.71	0.71	0.72	0.72	0.72						

All Other Expected Staff

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff	0.57	0.57	0.57	0.57	0.57	0.57	0.58						

Expected Purchased Services

Rent	\$ -
Utilities	\$ 73,956.00
Other Facility Costs	\$ 45,986.00
Insurance	\$ 15,200.00
Management Fee	\$ -
Sponsor Fee	\$ 55,180.00
Audit Fees	\$ 50,369.00
Contingency	\$ -
Transportation	\$ -
Food Service	\$ 207,491.00
Legal	\$ 34,840.00
Marketing	\$ 27,563.00
Consulting	\$ 181,730.00
Total	\$ 692,315.00

Expected Debt

Expected	Amount
Beg. Outstanding Debt	\$ 1,462,666.00
Add. Debt Proceeds	\$ -
Principle Retirement	\$ (105,556.00)
Interest Expense	\$ 63,000.00
End of Year Debt Obligations	\$ 1,420,110.00

Narrative Summary

Historical years are based off of actuals. FY22 is based on YTD actuals and remainder of year projections. State funding in FY22 based on 225 FTE students. Future year enrollment projections are conservative in order to maximize current staff and space considerations. Federal funds based on projected spending of Consolidated funds, ESSER funds, and 21st Century program. For FY22 staffing is down 2 FTE over the year before and factors in all cost of living increases and retention stipends. Benefits are factored at 21% of salaries. The detail and projection of all "purchased services" are included in the above table. Future years are increased by inflationary factor of 2% unless the expense is fixed or based on a percentage of revenue. In FY21, the Academy took on the mortgage for the building which eliminated its ongoing rent costs and reduced its monthly payment. The Academy currently has debt to the bank for the building. The Academy does not anticipate the need to borrow any funds during the year. Funding levels for FY22-26 are projected to be flat for the period with revenue growth coming solely from enrollment increases, although some funding increases are anticipated.

Attachment 12

Continuation
Certificate

Westfield Insurance Company

Westfield Insurance®
1 Park Circle, PO Box 5001
Westfield Center, Ohio 44251-5001

In consideration of an agreed premium payable in advance, the Bond described below is hereby continued in force for the period indicated. Continuation is subject to the condition that the maximum aggregate liability under the Bond and any and all continuations thereof shall in no event exceed the amount of liability shown herein. This endorsement shall be valid only when executed by an attorney-in-fact of this Company.

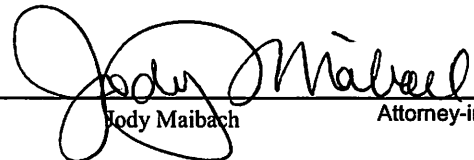
BOND NO.	BOND AMOUNT	RENEWAL PREMIUM	CONTINUED	
			FROM	TO
BND 8013637	\$ 25,000.00	\$ 390.00	5/1/2021	5/1/2024
PRINCIPAL				
Christopher D Massa (on behalf of Par Excellence Academy)				
OBLIGEE				
State of Ohio				

Signed, sealed and dated this 16th day of February, 2021.

O'NEILL INSURANCE AGENCY INC
Agency

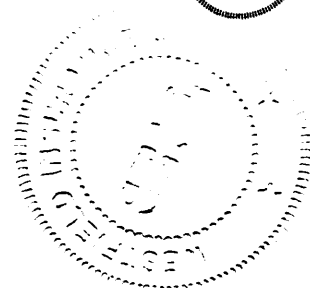
111 High Street Wadsworth, OH 44281-1857
City & State

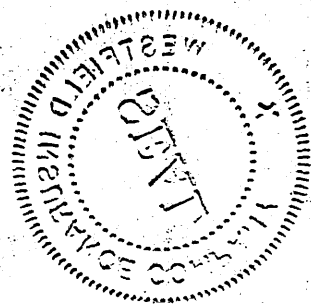
By:



Jody Maibach

Attorney-in-Fact





TO: SAC, WESTFIELD (100-100000)

FROM: SAC, WESTFIELD (100-100000)

SUBJECT: [Illegible]

RE: [Illegible]

REFERENCE: [Illegible]

100-100000	100-100000	100-100000	100-100000
100-100000	100-100000	100-100000	100-100000

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POWER NO: 34-0858
Power of Attorney

Westfield Insurance Company

CERTIFIED COPY

1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Jody Maibach** of **Wadsworth** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver

Bond Number: **BND 8013637**

Principal Name: **Christopher D Massa (on behalf of Par Excellence Acadei**

Obligee Name: **State of Ohio**

Bond Penalty: \$ **25,000.00**

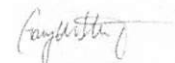
and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, **Westfield Insurance Company** has caused these presents to be signed by their **Senior Executive** and their corporate seal to be hereto affixed this **17th** day of **December 2019**.



By: **Gary W. Stumper**, *National Surety Leader and Senior Executive*

Affixed
Corporate
Seal



CERTIFICATE

I, **Frank Carrino**, Secretary of the **Westfield Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **16th** day of **February**, A.D., **2021**.



By: **Frank Carrino**, *Secretary*


State of Ohio
County of Medina ss:

On this **17th** day of **December**, A.D., **2019**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of **Westfield Insurance Company** the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

By: 
David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)



SECOND ADDENDUM TO FISCAL OFFICER AGREEMENT

This Second Addendum to the May 1, 2017 Fiscal Officer Agreement (the "Addendum") is an addendum to the Fiscal Officer Agreement by and between **Par Excellence Academy**, ("the School"), and **Massa Financial Solutions, LLC** ("Massa" or "Contractor"), and shall become effective as of July 1, 2020.

The parties hereby agree as follows:

1. The Scope of Services included in the Fiscal Officer Agreement shall be modified as to include HR Services as follows:

Human Resources List of Services

- Advise management on the administration of human resources policies and procedures.
- Develop, revise, and implement Human Resource policies and procedures.
- Ensure Human Resource programs and services are in compliance with established policies and procedures and state/federal laws and regulations.
- Prepare and maintain reports related to specific Human Resource projects as required.
- Develop methods for compiling and analyzing data for reports and special projects.
- Conduct annual Human Resource compliance audits (i.e. I-9 forms, wage & hour, personnel/medical files).
- Respond to garnishment requests, employment verifications, references for former employees, and any other employee related inquiry.
- Communicate with Payroll timely on changes to pay, benefits, merit increases, stipends, SERS/STRS changes and any other payroll related changes.
- Conduct and analyze exit interviews and share results.
- Administer and communicate employee benefits including open enrollment, COBRA, unemployment, workers compensation, voluntary benefits, leave benefits, disability benefits and life and AD&D benefits.
- Manage employee leaves such as FMLA/LTD/STD, Jury duty, military, bereavement, lactation breaks and other medical-related leave options and accommodations.
- Bridge management, Board, and employee relations by assisting in the process management of demands, grievances, or other issues.

Page 2

- Prepare contracts for new hires and annual renewals.
- Support management team with conflict resolution and performance management, including corrective and disciplinary action plans, performance improvement plans, counseling, and training opportunities.
- Implement leave and time off process and work with management to ensure program compliance.

Compensation

In consideration for Contractor's full and timely performance of the additional HR services set forth above throughout the Contracting Period, the School shall pay Contractor as follows:

July 1, 2020 – June 30, 2021	\$18,000/year
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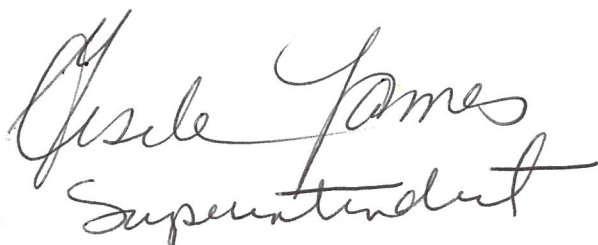
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Second Addendum to Fiscal Officer Agreement as of the date set forth in the first paragraph above.

MASSA FINANCIAL SOLUTIONS, LLC



C. David Massa, Owner
219 E. Maple Street
Suite 202
North Canton, Ohio 44720
Tel: (330) 515-0572
Fax: (330) 409-0270
E-mail: dave@massasolutionsllc.com

**Board President
Par Excellence Academy**



Superintendent

8/7/20

ADDITIONAL INFORMATION

This page may be used to provide additional information to any question on the application. Please identify the question number to which you are referring. Please refer to the question number in your response.

FRAUD STATEMENT AND SIGNATURE SECTIONS

The Undersigned states that he/she is an authorized representative of the Applicant and declares to the best of his/her knowledge and belief and after reasonable inquiry, that the statements set forth in this Application (and any attachments submitted with this Application) are true and complete and may be relied upon by Company * in quoting and issuing the policy. If any of the information in this Application changes prior to the effective date of the policy, the Applicant will notify the Company of such changes and the Company may modify or withdraw the quote or binder.

The signing of this Application does not bind the Company to offer, or the Applicant to purchase the policy.

*Company refers collectively to Philadelphia Indemnity Insurance Company and Tokio Marine Specialty Insurance Company

FRAUD NOTICE STATEMENTS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THAT PERSON TO CRIMINAL AND CIVIL PENALTIES (IN OREGON, THE AFOREMENTIONED ACTIONS MAY CONSTITUTE A FRAUDULENT INSURANCE ACT WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES). (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION). (NOT APPLICABLE IN AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, RI, TN, VA, VT, WA AND WV).

APPLICABLE IN AL, AR, AZ, DC, LA, MD, NM, RI AND WV: ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES OR CONFINEMENT IN PRISON.

APPLICABLE IN COLORADO: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.


APPLICABLE IN FLORIDA AND OKLAHOMA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY (IN FL, A PERSON IS GUILTY OF A FELONY OF THE THIRD DEGREE).

APPLICABLE IN KANSAS: AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

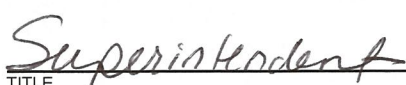
APPLICABLE IN KENTUCKY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSONS FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA AND WASHINGTON: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

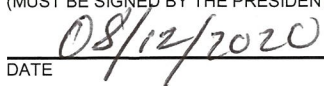
APPLICABLE IN NEW YORK: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATE VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.


NAME (PLEASE PRINT/TYPE)


SIGNATURE


TITLE

(MUST BE SIGNED BY THE PRESIDENT, CHAIRMAN, CEO OR EXECUTIVE DIRECTOR)


DATE

SECTION TO BE COMPLETED BY THE PRODUCER/BROKER/AGENT

PRODUCER
(If this is a Florida Risk, Producer means Florida Licensed Agent)

AGENCY

PRODUCER LICENSE NUMBER
(If this a Florida Risk, Producer means Florida Licensed Agent)

ADDRESS (STREET, CITY, STATE, ZIP)

Attachment 13



Welcome to Workplace benefits

Everyone deserves a Guardian

Every day, Guardian gives 26 million Americans the security they deserve through our insurance and wealth management products and services.

We've partnered with your organization to offer you a range of employee benefits. Inside this pack, you'll find the plans your employer thinks you might benefit from.

Know your benefits

Your benefits support your physical and financial wellbeing, to help keep you and your loved ones protected.

With Guardian, you're in good hands. We've been delivering on our promises for over 150 years, and we're looking forward to doing the same for you too.

1 Read through this information.

2 Find out more about your benefits.

3 Talk to your employer if you need help or have any questions.

Your coverage options



Life insurance

Protecting your family's financial future



Disability insurance

Coverage if you're temporarily unable to work



Critical illness insurance

Taking care of the expenses if you're critically ill



Accident insurance

Helping you cover expenses after an accident

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Life insurance

If something happens to you, life insurance can help your family reduce financial stress.

Life insurance helps protect your family's finances by providing a cash benefit if you pass away. This ensures that they'll be financially supported, and can cover important things from bills to funeral costs. With life policies, you can get affordable life insurance protection for a set period of time.

Who is it for?

Everyone's life insurance needs are different, depending on their family situation. That's why group life insurance through an employer is an easier and more affordable option than individual life insurance.

What does it cover?

Life insurance protects your loved ones by providing a benefit (which is usually tax-exempt) if you pass away.

Why should I consider it?

Life insurance is about more than just covering expenses. Depending on your circumstances, it could take your family years to recover from the loss of your income.

With a life insurance benefit, your family will have extra money to cover mortgage and rent payments, legal or medical fees, childcare, tuition, and any outstanding debts.

Guardian, its subsidiaries, agents, and employees do not provide tax, legal, or accounting advice. Consult your tax, legal, or accounting professional regarding your individual situation.

You will receive these benefits if you meet the conditions listed in the policy.



Preparing and planning

Jorge's never considered purchasing life insurance, but after being offered it through work, he decides it's a smart way to protect his family.

Jorge has a mortgage, and because his wife is helping to take care of her mother, she only works part-time. In addition, his daughter is about to start college.

Jorge looks at how his family would be affected by losing him.

Average funeral cost: **\$9,000**

Average mortgage debt: **\$202,000**

Average cost of college: **\$17,000 - \$44,000**

Average household credit card debt: **\$8,500**

With life insurance, Jorge can make sure that part of these costs are covered if something happens to him.

This example is for illustrative purposes only. Your plan's coverage may vary. See your plan's information on the following pages for specific amounts and details.



Your life coverage

	BASIC LIFE	VOLUNTARY TERM LIFE
Employee Benefit	Your employer provides \$25,000 Basic Term Life coverage for all full time employees.	\$10,000 increments to a maximum of \$300,000. See Cost Illustration page for details.
Accidental Death and Dismemberment	Your Basic Life coverage includes Accidental Death and Dismemberment coverage.	Employee, Spouse & Child(ren) coverage. Maximum 1 times life amount.
Spouse Benefit	N/A	\$5,000 increments to a maximum of \$150,000. See Cost Illustration page for details.†
Child Benefit	N/A	Your dependent children age 14 days to 26 years. You may elect one of the following benefit options: \$10,000. Subject to state limits. See Cost Illustration page for details.
Guarantee Issue: The 'guarantee' means you are not required to answer health questions to qualify for coverage up to and including the specified amount, when you sign up for coverage during the initial enrollment period.	Guarantee Issue coverage up to \$25,000 per employee	We Guarantee Issue coverage up to: Employee \$100,000. Spouse \$30,000. Dependent children \$10,000.
Premiums	Covered by your company if you meet eligibility requirements	Increase on plan anniversary after you enter next five-year age group
Portability: Allows you to take coverage with you if you terminate employment.	Yes, with age and other restrictions	Yes, with age and other restrictions
Conversion: Allows you to continue your coverage after your group plan has terminated.	Yes, with restrictions; see certificate of benefits	Yes, with restrictions; see certificate of benefits
Accelerated Life Benefit: A lump sum benefit is paid to you if you are diagnosed with a terminal condition, as defined by the plan.	Yes	Yes



Your life coverage

	BASIC LIFE	VOLUNTARY TERM LIFE
Waiver of Premiums: Premium will not need to be paid if you are totally disabled.	For employees disabled prior to age 60, with premiums waived until normal retirement age, if conditions are met	For employees disabled prior to age 60, with premiums waived until normal retirement age, if conditions met
Benefit Reductions: Benefits are reduced by a certain percentage as an employee ages.	35% at age 65, 50% at age 70	35% at age 65, 50% at age 70

Subject to coverage limits

‡ **Spouse coverage terminates at age 70.**

Annual Election Option allows employees to increase the amount of their life coverage without a medical exam when they re-enroll in their company's Voluntary Life plan. This option allows employees to step up to an amount of up to \$50,000, up to the Guarantee Issue amount.

Voluntary Life Cost Illustration:

To determine the most appropriate level of coverage, as a rule of thumb, you should consider about 6 - 10 times your annual income, factoring in projected costs to help maintain your family's current life style.

Policy Election Amount		Monthly premiums displayed.							
		Policy Election Cost Per Age Bracket							
Employee	< 30	30–34	35–39	40–44	45–49	50–54	55–59	60–64	65–69†
\$10,000	\$.70	\$.80	\$ 1.10	\$ 1.60	\$ 2.70	\$ 4.40	\$ 6.30	\$ 8.10	\$ 12.70
\$20,000	\$ 1.40	\$ 1.60	\$ 2.20	\$ 3.20	\$ 5.40	\$ 8.80	\$ 12.60	\$ 16.20	\$ 25.40
\$30,000	\$ 2.10	\$ 2.40	\$ 3.30	\$ 4.80	\$ 8.10	\$ 13.20	\$ 18.90	\$ 24.30	\$ 38.10
\$40,000	\$ 2.80	\$ 3.20	\$ 4.40	\$ 6.40	\$ 10.80	\$ 17.60	\$ 25.20	\$ 32.40	\$ 50.80
\$50,000	\$ 3.50	\$ 4.00	\$ 5.50	\$ 8.00	\$ 13.50	\$ 22.00	\$ 31.50	\$ 40.50	\$ 63.50
\$60,000	\$ 4.20	\$ 4.80	\$ 6.60	\$ 9.60	\$ 16.20	\$ 26.40	\$ 37.80	\$ 48.60	\$ 76.20
\$70,000	\$ 4.90	\$ 5.60	\$ 7.70	\$ 11.20	\$ 18.90	\$ 30.80	\$ 44.10	\$ 56.70	\$ 88.90
\$80,000	\$ 5.60	\$ 6.40	\$ 8.80	\$ 12.80	\$ 21.60	\$ 35.20	\$ 50.40	\$ 64.80	\$ 101.60
\$90,000	\$ 6.30	\$ 7.20	\$ 9.90	\$ 14.40	\$ 24.30	\$ 39.60	\$ 56.70	\$ 72.90	\$ 114.30
\$100,000	\$ 7.00	\$ 8.00	\$ 11.00	\$ 16.00	\$ 27.00	\$ 44.00	\$ 63.00	\$ 81.00	\$ 127.00
\$110,000	\$ 7.70	\$ 8.80	\$ 12.10	\$ 17.60	\$ 29.70	\$ 48.40	\$ 69.30	\$ 89.10	\$ 139.70
\$120,000	\$ 8.40	\$ 9.60	\$ 13.20	\$ 19.20	\$ 32.40	\$ 52.80	\$ 75.60	\$ 97.20	\$ 152.40
\$130,000	\$ 9.10	\$ 10.40	\$ 14.30	\$ 20.80	\$ 35.10	\$ 57.20	\$ 81.90	\$ 105.30	\$ 165.10
\$140,000	\$ 9.80	\$ 11.20	\$ 15.40	\$ 22.40	\$ 37.80	\$ 61.60	\$ 88.20	\$ 113.40	\$ 177.80
\$150,000	\$ 10.50	\$ 12.00	\$ 16.50	\$ 24.00	\$ 40.50	\$ 66.00	\$ 94.50	\$ 121.50	\$ 190.50
\$160,000	\$ 11.20	\$ 12.80	\$ 17.60	\$ 25.60	\$ 43.20	\$ 70.40	\$ 100.80	\$ 129.60	\$ 203.20
\$170,000	\$ 11.90	\$ 13.60	\$ 18.70	\$ 27.20	\$ 45.90	\$ 74.80	\$ 107.10	\$ 137.70	\$ 215.90
\$180,000	\$ 12.60	\$ 14.40	\$ 19.80	\$ 28.80	\$ 48.60	\$ 79.20	\$ 113.40	\$ 145.80	\$ 228.60
\$190,000	\$ 13.30	\$ 15.20	\$ 20.90	\$ 30.40	\$ 51.30	\$ 83.60	\$ 119.70	\$ 153.90	\$ 241.30
\$200,000	\$ 14.00	\$ 16.00	\$ 22.00	\$ 32.00	\$ 54.00	\$ 88.00	\$ 126.00	\$ 162.00	\$ 254.00
\$210,000	\$ 14.70	\$ 16.80	\$ 23.10	\$ 33.60	\$ 56.70	\$ 92.40	\$ 132.30	\$ 170.10	\$ 266.70
\$220,000	\$ 15.40	\$ 17.60	\$ 24.20	\$ 35.20	\$ 59.40	\$ 96.80	\$ 138.60	\$ 178.20	\$ 279.40
\$230,000	\$ 16.10	\$ 18.40	\$ 25.30	\$ 36.80	\$ 62.10	\$ 101.20	\$ 144.90	\$ 186.30	\$ 292.10
\$240,000	\$ 16.80	\$ 19.20	\$ 26.40	\$ 38.40	\$ 64.80	\$ 105.60	\$ 151.20	\$ 194.40	\$ 304.80
\$250,000	\$ 17.50	\$ 20.00	\$ 27.50	\$ 40.00	\$ 67.50	\$ 110.00	\$ 157.50	\$ 202.50	\$ 317.50
\$260,000	\$ 18.20	\$ 20.80	\$ 28.60	\$ 41.60	\$ 70.20	\$ 114.40	\$ 163.80	\$ 210.60	\$ 330.20
\$270,000	\$ 18.90	\$ 21.60	\$ 29.70	\$ 43.20	\$ 72.90	\$ 118.80	\$ 170.10	\$ 218.70	\$ 342.90
\$280,000	\$ 19.60	\$ 22.40	\$ 30.80	\$ 44.80	\$ 75.60	\$ 123.20	\$ 176.40	\$ 226.80	\$ 355.60
\$290,000	\$ 20.30	\$ 23.20	\$ 31.90	\$ 46.40	\$ 78.30	\$ 127.60	\$ 182.70	\$ 234.90	\$ 368.30

Voluntary Life Cost Illustration *continued*

	< 30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69†
\$300,000	\$21.00	\$24.00	\$33.00	\$48.00	\$81.00	\$132.00	\$189.00	\$243.00	\$381.00
Policy Election Amount									
Spouse									
\$5,000	\$.35	\$.40	\$.55	\$.80	\$ 1.35	\$ 2.20	\$ 3.15	\$ 4.05	\$ 6.35
\$10,000	\$.70	\$.80	\$ 1.10	\$ 1.60	\$ 2.70	\$ 4.40	\$ 6.30	\$ 8.10	\$ 12.70
\$15,000	\$ 1.05	\$ 1.20	\$ 1.65	\$ 2.40	\$ 4.05	\$ 6.60	\$ 9.45	\$ 12.15	\$ 19.05
\$20,000	\$ 1.40	\$ 1.60	\$ 2.20	\$ 3.20	\$ 5.40	\$ 8.80	\$ 12.60	\$ 16.20	\$ 25.40
\$25,000	\$ 1.75	\$ 2.00	\$ 2.75	\$ 4.00	\$ 6.75	\$ 11.00	\$ 15.75	\$ 20.25	\$ 31.75
\$30,000	\$ 2.10	\$ 2.40	\$ 3.30	\$ 4.80	\$ 8.10	\$ 13.20	\$ 18.90	\$ 24.30	\$ 38.10
\$35,000	\$ 2.45	\$ 2.80	\$ 3.85	\$ 5.60	\$ 9.45	\$ 15.40	\$ 22.05	\$ 28.35	\$ 44.45
\$40,000	\$ 2.80	\$ 3.20	\$ 4.40	\$ 6.40	\$ 10.80	\$ 17.60	\$ 25.20	\$ 32.40	\$ 50.80
\$45,000	\$ 3.15	\$ 3.60	\$ 4.95	\$ 7.20	\$ 12.15	\$ 19.80	\$ 28.35	\$ 36.45	\$ 57.15
\$50,000	\$ 3.50	\$ 4.00	\$ 5.50	\$ 8.00	\$ 13.50	\$ 22.00	\$ 31.50	\$ 40.50	\$ 63.50
\$55,000	\$ 3.85	\$ 4.40	\$ 6.05	\$ 8.80	\$ 14.85	\$ 24.20	\$ 34.65	\$ 44.55	\$ 69.85
\$60,000	\$ 4.20	\$ 4.80	\$ 6.60	\$ 9.60	\$ 16.20	\$ 26.40	\$ 37.80	\$ 48.60	\$ 76.20
\$65,000	\$ 4.55	\$ 5.20	\$ 7.15	\$ 10.40	\$ 17.55	\$ 28.60	\$ 40.95	\$ 52.65	\$ 82.55
\$70,000	\$ 4.90	\$ 5.60	\$ 7.70	\$ 11.20	\$ 18.90	\$ 30.80	\$ 44.10	\$ 56.70	\$ 88.90
\$75,000	\$ 5.25	\$ 6.00	\$ 8.25	\$ 12.00	\$ 20.25	\$ 33.00	\$ 47.25	\$ 60.75	\$ 95.25
\$80,000	\$ 5.60	\$ 6.40	\$ 8.80	\$ 12.80	\$ 21.60	\$ 35.20	\$ 50.40	\$ 64.80	\$ 101.60
\$85,000	\$ 5.95	\$ 6.80	\$ 9.35	\$ 13.60	\$ 22.95	\$ 37.40	\$ 53.55	\$ 68.85	\$ 107.95
\$90,000	\$ 6.30	\$ 7.20	\$ 9.90	\$ 14.40	\$ 24.30	\$ 39.60	\$ 56.70	\$ 72.90	\$ 114.30
\$95,000	\$ 6.65	\$ 7.60	\$ 10.45	\$ 15.20	\$ 25.65	\$ 41.80	\$ 59.85	\$ 76.95	\$ 120.65
\$100,000	\$ 7.00	\$ 8.00	\$ 11.00	\$ 16.00	\$ 27.00	\$ 44.00	\$ 63.00	\$ 81.00	\$ 127.00
\$105,000	\$ 7.35	\$ 8.40	\$ 11.55	\$ 16.80	\$ 28.35	\$ 46.20	\$ 66.15	\$ 85.05	\$ 133.35
\$110,000	\$ 7.70	\$ 8.80	\$ 12.10	\$ 17.60	\$ 29.70	\$ 48.40	\$ 69.30	\$ 89.10	\$ 139.70
\$115,000	\$ 8.05	\$ 9.20	\$ 12.65	\$ 18.40	\$ 31.05	\$ 50.60	\$ 72.45	\$ 93.15	\$ 146.05
\$120,000	\$ 8.40	\$ 9.60	\$ 13.20	\$ 19.20	\$ 32.40	\$ 52.80	\$ 75.60	\$ 97.20	\$ 152.40
\$125,000	\$ 8.75	\$ 10.00	\$ 13.75	\$ 20.00	\$ 33.75	\$ 55.00	\$ 78.75	\$ 101.25	\$ 158.75
\$130,000	\$ 9.10	\$ 10.40	\$ 14.30	\$ 20.80	\$ 35.10	\$ 57.20	\$ 81.90	\$ 105.30	\$ 165.10
\$135,000	\$ 9.45	\$ 10.80	\$ 14.85	\$ 21.60	\$ 36.45	\$ 59.40	\$ 85.05	\$ 109.35	\$ 171.45
\$140,000	\$ 9.80	\$ 11.20	\$ 15.40	\$ 22.40	\$ 37.80	\$ 61.60	\$ 88.20	\$ 113.40	\$ 177.80
\$145,000	\$ 10.15	\$ 11.60	\$ 15.95	\$ 23.20	\$ 39.15	\$ 63.80	\$ 91.35	\$ 117.45	\$ 184.15
\$150,000	\$ 10.50	\$ 12.00	\$ 16.50	\$ 24.00	\$ 40.50	\$ 66.00	\$ 94.50	\$ 121.50	\$ 190.50

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VISIONARY SCHOOLS TRUST

ALL FULL TIME ELIGIBLE EMPLOYEES

Kit created 08/13/2021

Group number: 00541506

Voluntary Life Cost Illustration *continued*

	< 30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69†
Policy Election Amount									
Child(ren)									
\$10,000	\$1.67	\$1.67	\$1.67	\$1.67	\$1.67	\$1.67	\$1.67	\$1.67	\$1.67

Refer to Guarantee Issue row on page above for Voluntary Life GI amounts.

Premiums for Voluntary Life Increase in five-year increments

Spouse coverage premium is based on Employee age.

†Benefit reductions apply.

LIMITATIONS AND EXCLUSIONS:

A SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS FOR LIFE AND AD&D COVERAGE:

You must be working full-time on the effective date of your coverage; otherwise, your coverage becomes effective after you have completed a specific waiting period. Employees must be legally working in the United States in order to be eligible for coverage.

Underwriting must approve coverage for employees on temporary assignment: (a) exceeding one year; or (b) in an area under travel warning by the US Department of State. Subject to state specific variations. Evidence of Insurability is required on all late enrollees. This coverage will not be effective until approved by a Guardian underwriter. This proposal is hedged subject to satisfactory financial evaluation. Please refer to certificate of coverage for full plan description.

Dependent life insurance will not take effect if a dependent, other than a newborn, is confined to the hospital or other health care facility or is unable to perform the normal activities of someone of like age and sex.

Accelerated Life Benefit is not paid to an employee under the following circumstances: one who is required by law to use the benefit to pay creditors; is required by court order to pay the benefit to another person; is required by a government agency to use the payment to receive a government benefit; or loses his or her group coverage before an accelerated benefit is paid.

Voluntary Life Only:

We pay no benefits if the insured's death is due to suicide within two years from the insured's original effective date. This two year limitation also applies to any increase in benefit. This exclusion may vary according to state law. Late entrants and benefit increases require underwriting approval.

GP-I-R-LB-90, GP-I-R-EOPT-96

Guarantee Issue/Conditional Issue amounts may vary based on age and case size. See your Plan Administrator for details. Late entrants and benefit increases require underwriting approval.

For AD&D: We pay no benefits for any loss caused: by willful self-injury; sickness, disease or medical treatment; by participating in a civil disorder or committing a felony; Traveling on any type of aircraft while having duties on that aircraft; by declared or undeclared act of war or armed aggression; while a member of any armed force (May vary by state); while driving a motor vehicle without a current, valid driver's license; by legal intoxication; or by voluntarily using a non-prescription controlled substance. Contract #GP-I-R-ADCLI-00 et al. We won't pay more than 100% of the Insurance amount for all losses due to the same accident, except as stated. The loss must occur within a specified period of time of the accident. Please see contract for specific definition; definition of loss may vary depending on the benefit payable.

Guardian Group Life Insurance underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage.
Policy Form # GP-1-LIFE-15

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Group number: 00541506

Accidental Death and Dismemberment Life Cost Illustration:

AD&D coverage provides additional benefits following an accidental death or certain bodily injuries. Election amount will equal 1 times the election amount for Voluntary life election.

Employee Policy Election Amount	Monthly Premiums displayed	Spouse Policy Election Amount	Monthly Premiums displayed	Child(ren) Policy Election Amount	Monthly Premiums displayed
\$10,000	\$0.30	\$5,000	\$0.15	\$10,000	\$0.30
\$20,000	\$0.60	\$10,000	\$0.30		
\$30,000	\$0.90	\$15,000	\$0.45		
\$40,000	\$1.20	\$20,000	\$0.60		
\$50,000	\$1.50	\$25,000	\$0.75		
\$60,000	\$1.80	\$30,000	\$0.90		
\$70,000	\$2.10	\$35,000	\$1.05		
\$80,000	\$2.40	\$40,000	\$1.20		
\$90,000	\$2.70	\$45,000	\$1.35		
\$100,000	\$3.00	\$50,000	\$1.50		
\$110,000	\$3.30	\$55,000	\$1.65		
\$120,000	\$3.60	\$60,000	\$1.80		
\$130,000	\$3.90	\$65,000	\$1.95		
\$140,000	\$4.20	\$70,000	\$2.10		
\$150,000	\$4.50	\$75,000	\$2.25		
\$160,000	\$4.80	\$80,000	\$2.40		
\$170,000	\$5.10	\$85,000	\$2.55		
\$180,000	\$5.40	\$90,000	\$2.70		
\$190,000	\$5.70	\$95,000	\$2.85		
\$200,000	\$6.00	\$100,000	\$3.00		
\$210,000	\$6.30	\$105,000	\$3.15		
\$220,000	\$6.60	\$110,000	\$3.30		
\$230,000	\$6.90	\$115,000	\$3.45		
\$240,000	\$7.20	\$120,000	\$3.60		
\$250,000	\$7.50	\$125,000	\$3.75		
\$260,000	\$7.80	\$130,000	\$3.90		
\$270,000	\$8.10	\$135,000	\$4.05		
\$280,000	\$8.40	\$140,000	\$4.20		
\$290,000	\$8.70	\$145,000	\$4.35		
\$300,000	\$9.00	\$150,000	\$4.50		

Benefit reductions apply.

LIMITATIONS AND EXCLUSIONS:

A SUMMARY OF PLAN LIMITATION AND EXCLUSIONS FOR AD&D

You must be working full-time on the effective date of your coverage; otherwise, your coverage becomes effective after you have completed a specific waiting period. Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding one year; or (b) in an area under travel warning by the US Department of State. Subject to state specific variations. This proposal is hedged subject to satisfactory financial evaluation. Please refer to policy booklet for full plan description.

Dependent life insurance will not take effect if a dependent, other than a newborn, is confined to the hospital or other health care facility or is unable to perform the normal activities of someone of like age and sex.

We pay no benefits for any loss caused: by willful self-injury; sickness, disease or medical treatment; by participating in a civil disorder or committing a felony; Traveling on any type of aircraft while having duties on that aircraft; by declared

or undeclared act of war or armed aggression; while a member of any armed force (May vary by state); while driving a motor vehicle without a current, valid driver's license; by legal intoxication; or by voluntarily using a non-prescription controlled substance. Contract #GP-I-R-ADCLI-00 et al. We won't pay more than 100% of the Insurance amount for all losses due to the same accident, except as stated.

The loss must occur within a specified period of time of the accident. Please see contract for specific definition; definition of loss may vary depending on the benefit payable.

Guardian Group AD&D Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage.
Policy Form # GP-1-ADD-15.

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Kit created 08/13/2021
Group number: 00541506

WillPrep

Protect the ones you love with a range of dedicated services designed to help you provide for your family.

WillPrep Services includes a range of different resources that make it easier for you to prepare a will.

These range from a library of online planning documents to accessing experienced professionals that can help you with the more complicated details.

How it can help



Access simple documents including wills and power of attorney letters



Speak with consultants to discuss estate planning



Prepare your will with the assistance or support of an attorney

This service is only available if you purchase qualifying lines of coverage. See your plan administrator for more details.

WillPrep Services are provided by Integrated Behavioral Health, Inc., and its contractors. The Guardian Life Insurance Company of America (Guardian) does not provide any part of Will Prep Services. Guardian is not responsible or liable for care or advice given by any provider or resource under the program. This information is for illustrative purposes only. It is not a contract. Only the Administration Agreement can provide the actual terms, services, limitations and exclusions. Guardian and IBH reserve the right to discontinue the WillPrep Services at any time without notice. Legal services will not be provided in connection with or preparation for any action against Guardian, IBH, or your employer.



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To access WillPrep Services, you'll need a few personal details.



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For more information or support, you can reach out by phoning

1 877 433 6789.

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Disability insurance

Short term disability

Disability insurance covers a part of your income, so you can pay your bills if you're injured or sick and can't work.

Disability may be more common than you might realize, and people can be unable to work for all sorts of different reasons. There are times when many disabilities can be caused by illness, including common conditions like heart disease and arthritis. However, many disabilities aren't covered by workers' compensation.

Who is it for?

If you rely on your income to pay for everyday expenses, then you should probably consider disability insurance. It helps ensure that you'll receive a partial income if you're injured or too sick to work.

What does it cover?

Many disability insurance plans pay out a portion or percentage of your income if you're diagnosed with a serious illness or experience an injury that prevents you from doing your job.

Why should I consider it?

Accidents happen, and you can't always anticipate if or when you'll become sick or injured. That's why it's important to have a disability policy that helps you pay your bills in the event of being unable to collect your normal paycheck.

You will receive these benefits if you meet the conditions listed in the policy.



Partial income replacement

Mike injures his back in a bicycle accident and can't work for 13 weeks.

Unpaid time off work: **13 weeks**

Elimination period: **1 week**

After a 1-week elimination period following his accident, Mike's Guardian Short Term Disability policy kicks in and replaces **\$400** of his weekly income for the remaining **12 weeks** of his rehabilitation.

This gives him a total of **\$4,800** to cover his expenses while he's unable to work.

This example is for illustrative purposes only. Your plan's coverage may vary. See your plan's information on the following pages for specific amounts and details.



Disability insurance

Long term disability

Disability insurance covers a part of your income, so you can pay your bills if you're injured or sick and can't work.

Disability may be more common than you might realize, and people can be unable to work for all sorts of different reasons. There are times when many disabilities can be caused by illness, including common conditions like heart disease and arthritis. However, many disabilities aren't covered by workers' compensation.

Who is it for?

If you rely on your income to pay for everyday expenses, then you should probably consider disability insurance. It helps ensure that you'll receive a partial income if you're injured or too sick to work.

What does it cover?

Many disability insurance plans pay out a portion or percentage of your income if you're diagnosed with a serious illness or experience an injury that prevents you from doing your job.

Why should I consider it?

Accidents happen, and you can't always anticipate if or when you'll become sick or injured. That's why it's important to have a disability policy that helps you pay your bills in the event of being unable to collect your normal paycheck.

You will receive these benefits if you meet the conditions listed in the policy.



Partial income replacement

Jim suffers a heart attack that leaves him unable to work for two years.

Unpaid time off work: **24 months**

Elimination period: **6 months**

After a 6 month elimination period, Jim's Guardian Long Term Disability policy kicks in and replaces **\$2,000** of his monthly income for the remaining **18 months** of his disability or illness.

This gives him a total of **\$36,000** to cover his expenses while he's unable to work.

This example is for illustrative purposes only. Your plan's coverage may vary. See your plan's information on the following pages for specific amounts and details.



Your disability coverage

	Short-Term Disability	Long-Term Disability
Coverage amount	60% of salary to maximum \$1000/week	60% of salary to maximum \$5000/month
Maximum payment period: Maximum length of time you can receive disability benefits.	12 weeks	Social Security Normal Retirement Age
Accident benefits begin: The length of time you must be disabled before benefits begin.	Day 8	Day 91
Illness benefits begin: The length of time you must be disabled before benefits begin.	Day 8	Day 91
Evidence of Insurability: A health statement requiring you to answer a few medical history questions.	Health Statement may be required	Health Statement may be required
Guarantee Issue: The 'guarantee' means you are not required to answer health questions to qualify for coverage up to and including the specified amount, when applicant signs up for coverage during the initial enrollment period.	We Guarantee Issue \$1000 in coverage	We Guarantee Issue \$5000 in coverage
Minimum work hours/week: Minimum number of hours you must regularly work each week to be eligible for coverage.	Planholder Determines	Planholder Determines
Pre-existing conditions: A pre-existing condition includes any condition/symptom for which you, in the specified time period prior to coverage in this plan, consulted with a physician, received treatment, or took prescribed drugs.	3 months look back; 12 months after 2 week limitation	6 months look back; 24 months after exclusion
Premium waived if disabled: Premium will not need to be paid when you are receiving benefits.	Yes	Yes
Survivor benefit: Additional benefit payable to your family if you die while disabled.	No	3 months

UNDERSTANDING YOUR BENEFITS—DISABILITY (Some information may vary by state)

- **Disability (long-term):** For first two years of disability, you will receive benefit payments while you are unable to work in your own occupation. After two years, you will continue to receive benefits if you cannot work in any occupation based on training, experience and education.
- **Earnings definition:** Your covered salary excludes bonuses and commissions.
- **Special limitations:** Provides a 24-month benefit limit for mental health and substance abuse.
- **Work incentive:** Plan benefit will not be reduced for a specified amount of months so that you have part-time earnings while you remain disabled, unless the combined benefit and earnings exceed 100% of your previous earnings.

Disability Cost Illustration:

To determine the most appropriate level of coverage, you should consider your current basic monthly expenses.

Short-Term Disability Plan Cost Illustration:

Policy amounts shown based on sample salary amounts only.

	< 25	25–29	30–34	35–39	40–44	45–49	50–54	55–59	60+
Your premium rate	\$0.863	\$0.863	\$1.186	\$0.833	\$0.559	\$0.525	\$0.567	\$0.632	\$0.986
	Election Cost Per Age Bracket								
	< 25	25–29	30–34	35–39	40–44	45–49	50–54	55–59	60+
\$15,000 Annual Salary \$173 Weekly Benefit	\$14.93	\$14.93	\$20.52	\$14.41	\$9.67	\$9.08	\$9.81	\$10.93	\$17.06
\$20,000 Annual Salary \$231 Weekly Benefit	\$19.94	\$19.94	\$27.40	\$19.24	\$12.91	\$12.13	\$13.10	\$14.60	\$22.78
\$30,000 Annual Salary \$346 Weekly Benefit	\$29.86	\$29.86	\$41.04	\$28.82	\$19.34	\$18.17	\$19.62	\$21.87	\$34.12
\$40,000 Annual Salary \$462 Weekly Benefit	\$39.87	\$39.87	\$54.79	\$38.49	\$25.83	\$24.26	\$26.20	\$29.20	\$45.55
\$50,000 Annual Salary \$577 Weekly Benefit	\$49.80	\$49.80	\$68.43	\$48.06	\$32.25	\$30.29	\$32.72	\$36.47	\$56.89
\$60,000 Annual Salary \$692 Weekly Benefit	\$59.72	\$59.72	\$82.07	\$57.64	\$38.68	\$36.33	\$39.24	\$43.73	\$68.23
\$70,000 Annual Salary \$808 Weekly Benefit	\$69.73	\$69.73	\$95.83	\$67.31	\$45.17	\$42.42	\$45.81	\$51.07	\$79.67
\$80,000 Annual Salary \$923 Weekly Benefit	\$79.66	\$79.66	\$109.47	\$76.89	\$51.60	\$48.46	\$52.33	\$58.33	\$91.01
\$90,000 Annual Salary \$1,000 Weekly Benefit	\$86.30	\$86.30	\$118.60	\$83.30	\$55.90	\$52.50	\$56.70	\$63.20	\$98.60
\$55,000 Annual Salary \$635 Weekly Benefit	\$54.80	\$54.80	\$75.31	\$52.90	\$35.50	\$33.34	\$36.01	\$40.13	\$62.61
\$60,000 Annual Salary \$692 Weekly Benefit	\$59.72	\$59.72	\$82.07	\$57.64	\$38.68	\$36.33	\$39.24	\$43.73	\$68.23
\$65,000 Annual Salary \$750 Weekly Benefit	\$64.73	\$64.73	\$88.95	\$62.48	\$41.93	\$39.38	\$42.53	\$47.40	\$73.95
\$70,000 Annual Salary \$808 Weekly Benefit	\$69.73	\$69.73	\$95.83	\$67.31	\$45.17	\$42.42	\$45.81	\$51.07	\$79.67
\$75,000 Annual Salary \$865 Weekly Benefit	\$74.65	\$74.65	\$102.59	\$72.06	\$48.35	\$45.41	\$49.05	\$54.67	\$85.29
\$80,000 Annual Salary \$923 Weekly Benefit	\$79.66	\$79.66	\$109.47	\$76.89	\$51.60	\$48.46	\$52.33	\$58.33	\$91.01
\$85,000 Annual Salary \$981 Weekly Benefit	\$84.66	\$84.66	\$116.35	\$81.72	\$54.84	\$51.50	\$55.62	\$62.00	\$96.73

	< 25	25–29	30–34	35–39	40–44	45–49	50–54	55–59	60+
\$90,000 Annual Salary \$1,000 Weekly Benefit	\$86.30	\$86.30	\$118.60	\$83.30	\$55.90	\$52.50	\$56.70	\$63.20	\$98.60
\$95,000 Annual Salary \$1,000 Weekly Benefit	\$86.30	\$86.30	\$118.60	\$83.30	\$55.90	\$52.50	\$56.70	\$63.20	\$98.60
\$100,000 Annual Salary \$1,000 Weekly Benefit	\$86.30	\$86.30	\$118.60	\$83.30	\$55.90	\$52.50	\$56.70	\$63.20	\$98.60
\$105,000 Annual Salary \$1,000 Weekly Benefit	\$86.30	\$86.30	\$118.60	\$83.30	\$55.90	\$52.50	\$56.70	\$63.20	\$98.60
\$110,000 Annual Salary \$1,000 Weekly Benefit	\$86.30	\$86.30	\$118.60	\$83.30	\$55.90	\$52.50	\$56.70	\$63.20	\$98.60
\$115,000 Annual Salary \$1,000 Weekly Benefit	\$86.30	\$86.30	\$118.60	\$83.30	\$55.90	\$52.50	\$56.70	\$63.20	\$98.60

Long-Term Disability Plan Cost Illustration:

Policy amounts shown based on sample salary amounts only.

	< 25	25–29	30–34	35–39	40–44	45–49	50–54	55–59	60+
Your premium rate	\$0.100	\$0.150	\$0.280	\$0.530	\$0.670	\$0.930	\$1.320	\$1.470	\$1.270
	<i>Election Cost Per Age Bracket</i>								
	< 25	25–29	30–34	35–39	40–44	45–49	50–54	55–59	60+
\$15,000 Annual Salary \$750 Monthly Benefit	\$1.25	\$1.88	\$3.50	\$6.63	\$8.38	\$11.63	\$16.50	\$18.38	\$15.88
\$20,000 Annual Salary \$1,000 Monthly Benefit	\$1.67	\$2.50	\$4.67	\$8.84	\$11.17	\$15.50	\$22.00	\$24.51	\$21.17
\$25,000 Annual Salary \$1,250 Monthly Benefit	\$2.08	\$3.13	\$5.83	\$11.04	\$13.96	\$19.37	\$27.50	\$30.62	\$26.45
\$30,000 Annual Salary \$1,500 Monthly Benefit	\$2.50	\$3.75	\$7.00	\$13.25	\$16.75	\$23.25	\$33.00	\$36.75	\$31.75
\$35,000 Annual Salary \$1,750 Monthly Benefit	\$2.92	\$4.38	\$8.17	\$15.46	\$19.54	\$27.13	\$38.50	\$42.88	\$37.05
\$40,000 Annual Salary \$2,000 Monthly Benefit	\$3.33	\$5.00	\$9.33	\$17.67	\$22.33	\$31.00	\$44.00	\$49.00	\$42.33
\$45,000 Annual Salary \$2,250 Monthly Benefit	\$3.75	\$5.63	\$10.50	\$19.88	\$25.13	\$34.88	\$49.50	\$55.13	\$47.63
\$50,000 Annual Salary \$2,500 Monthly Benefit	\$4.17	\$6.25	\$11.67	\$22.09	\$27.92	\$38.75	\$55.00	\$61.26	\$52.92
\$55,000 Annual Salary \$2,750 Monthly Benefit	\$4.58	\$6.88	\$12.83	\$24.29	\$30.71	\$42.62	\$60.50	\$67.37	\$58.20
\$60,000 Annual Salary \$3,000 Monthly Benefit	\$5.00	\$7.50	\$14.00	\$26.50	\$33.50	\$46.50	\$66.00	\$73.50	\$63.50
\$65,000 Annual Salary \$3,250 Monthly Benefit	\$5.42	\$8.13	\$15.17	\$28.71	\$36.29	\$50.38	\$71.50	\$79.63	\$68.80

	< 25	25–29	30–34	35–39	40–44	45–49	50–54	55–59	60+
\$70,000 Annual Salary \$3,500 Monthly Benefit	\$5.83	\$8.75	\$16.33	\$30.92	\$39.08	\$54.25	\$77.00	\$85.75	\$74.08
\$75,000 Annual Salary \$3,750 Monthly Benefit	\$6.25	\$9.38	\$17.50	\$33.13	\$41.88	\$58.13	\$82.50	\$91.88	\$79.38
\$80,000 Annual Salary \$4,000 Monthly Benefit	\$6.67	\$10.00	\$18.67	\$35.34	\$44.67	\$62.00	\$88.00	\$98.01	\$84.67
\$85,000 Annual Salary \$4,250 Monthly Benefit	\$7.08	\$10.63	\$19.83	\$37.54	\$47.46	\$65.87	\$93.50	\$104.12	\$89.95
\$90,000 Annual Salary \$4,500 Monthly Benefit	\$7.50	\$11.25	\$21.00	\$39.75	\$50.25	\$69.75	\$99.00	\$110.25	\$95.25
\$95,000 Annual Salary \$4,750 Monthly Benefit	\$7.92	\$11.88	\$22.17	\$41.96	\$53.04	\$73.63	\$104.50	\$116.38	\$100.55
\$100,000 Annual Salary \$5,000 Monthly Benefit	\$8.33	\$12.50	\$23.33	\$44.17	\$55.83	\$77.50	\$110.00	\$122.50	\$105.83
\$100,000 Annual Salary \$5,000 Monthly Benefit	\$8.33	\$12.50	\$23.33	\$44.17	\$55.83	\$77.50	\$110.00	\$122.50	\$105.83
\$105,000 Annual Salary \$5,000 Monthly Benefit	\$8.33	\$12.50	\$23.33	\$44.17	\$55.83	\$77.50	\$110.00	\$122.50	\$105.83
\$110,000 Annual Salary \$5,000 Monthly Benefit	\$8.33	\$12.50	\$23.33	\$44.17	\$55.83	\$77.50	\$110.00	\$122.50	\$105.83
\$115,000 Annual Salary \$5,000 Monthly Benefit	\$8.33	\$12.50	\$23.33	\$44.17	\$55.83	\$77.50	\$110.00	\$122.50	\$105.83

A SUMMARY OF DISABILITY PLAN LIMITATIONS AND EXCLUSIONS

- Evidence of Insurability is required on all late enrollees. This coverage will not be effective until approved by a Guardian underwriter. This proposal is hedged subject to satisfactory financial evaluation. Please refer to certificate of coverage for full plan description.
- You must be working full-time on the effective date of your coverage; otherwise, your coverage becomes effective after you have completed a specific waiting period.
- Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding one year; or (b) in an area under travel warning by the US Department of State. Subject to state specific variations.
- For Long-Term Disability coverage, we pay no benefits for a disability caused or contributed to by a pre-existing condition unless the disability starts after you have been insured under this plan for a specified period of time. We limit the duration of payments for long term disabilities caused by mental or emotional conditions, or alcohol or drug abuse.
- For Short-Term Disability coverage, benefits for a disability caused or contributed to by a pre-existing condition are limited, unless the disability starts after you have been insured under this plan for a specified period of time. We do not pay short term disability benefits for any job-related or on-the-job injury, or conditions for which Workers' Compensation benefits are payable.
- We do not pay benefits for charges relating to a covered person: taking part in any war or act of war (including service in the armed forces) committing a felony or taking part in any riot or other civil disorder or intentionally injuring themselves or attempting suicide while sane or insane. We do not pay benefits for charges relating to legal intoxication, including but not limited to the operation of a motor vehicle, and for the voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless it has been prescribed by a doctor and is used as prescribed. We limit the duration of payments for long term disabilities caused by mental or emotional conditions, or alcohol or drug abuse. We do not pay benefits during any period in which a covered person is confined to a correctional facility, an employee is not under the care of a doctor, an employee is receiving treatment outside of the US or Canada, and the employee's loss of earnings is not solely due to disability.
- This policy provides disability income insurance only. It does not provide "basic hospital", "basic medical", or "medical" insurance as defined by the New York State Insurance Department.
- If this plan is transferred from another insurance carrier, the time an insured is covered under that plan will count toward satisfying Guardian's pre-existing condition limitation period. State variations may apply.
- When applicable, this coverage will integrate with NJ TDB, NY DBL, CA SDI, RI TDI, Hawaii TDI and Puerto Rico DBA, DC PFML and WA PFML.

Guardian's Group Short Term Disability and Long Term Disability Insurance are underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. This policy provides disability income insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services. Plan documents are the final arbiter of coverage.
Policy Form #GP-1-STD07-1.0, et al, GP-1-STD-15, #GP-1-LTD07-1.0, et al, GP-1-LTD-15

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Critical illness insurance

Critical illness insurance may help you cover expenses not covered by your health insurance.

It's a cash payment you receive if you ever experience a serious illness like cancer, a heart attack, or a stroke, giving you the financial support to focus on recovery.

Who is it for?

Critical illness insurance is a supplemental policy for people who already have health insurance. It provides you with an additional payment to cover expenses like deductibles, treatments, and living costs.

What does it cover?

Critical illnesses include strokes, heart attacks, Parkinson's disease and cancer. Our policies can cover over 30 major illnesses, helping you stay financially stable by paying you a lump sum if you're diagnosed with one of them.

Why should I consider it?

Health coverage is becoming more expensive, with higher co-pays, premiums, and deductibles. Critical illness insurance is an affordable way to supplement and pay for additional expenses that your health insurance doesn't cover. Our policies typically provide payments for the first and second time you're diagnosed with a covered illness.

Plus, critical illness insurance is portable and payments are made directly to you.

You will receive these benefits if you meet the conditions listed in the policy.



Critical costs

John is hospitalized after a heart attack, and has to cover the cost of five days as an inpatient.

Average heart attack hospitalization expense: **\$53,000**

Average Major Medical deductible: **\$1,500**

Major Medical covers 80% of the cost after the deductible is met, but John's still responsible for 20%: **\$10,300**.

Total out-of-pocket amount for John (deductible + coinsurance): **\$11,800**.

John has a **\$10,000** Guardian Critical Illness policy, which covers the majority of these out-of-pocket expenses.

This example is for illustrative purposes only. Your plan's coverage may vary. See your plan's information on the following pages for specific amounts and details.



Your critical illness coverage

CRITICAL ILLNESS

Benefit Amount(s)	Employee may choose a lump sum benefit up to \$30,000. Please see your cost illustration for a full list of available benefit amounts.	
CONDITIONS		
Cancer	1st OCCURRENCE	2nd OCCURRENCE
Invasive Cancer	100%	50%
Carcinoma In Situ	30%	0%
Benign Brain Tumor	75%	0%
Vascular		
Heart Attack	100%	50%
Stroke	100%	50%
Heart Failure	100%	50%
Coronary Arteriosclerosis	30%	0%
Other		
Organ Failure	100%	50%
Kidney Failure	100%	50%
ADDITIONAL CONDITIONS		1st OCCURRENCE ONLY
Addison's Disease		30%
ALS (Lou Gehrig's Disease)		100%
Alzheimer's Disease		50%
Coma		100%
Huntington's Disease		30%
Loss of Hearing		100%
Loss of Sight		100%
Loss of Speech		100%
Multiple Sclerosis		30%
Parkinson's Disease		100%
Permanent Paralysis	50% for 1 limb, 100% for 2 limbs	
Severe Burns		100%
Spouse Benefit	50% of employee's lump sum benefit	
Child Benefit- children age Birth to 26 years	25% of employee's lump sum benefit	
Benefit Reductions: Benefits are reduced by a certain percentage as an employee ages	50% at age 70	
Guarantee Issue: The 'guarantee' means you are not required to answer health questions to qualify for coverage up to and including the specified amount, when you sign up for coverage during the initial enrollment period.	For a child: All Amounts	
	Health questions are required if the elected amount exceeds the Guarantee Issue, as well as for all applicants age 70+ regardless of elected amount.	



Your critical illness coverage

CRITICAL ILLNESS

Portability: Allows you to take your Critical Illness coverage with you if you terminate employment.	Included Evidence of Insurability is Required.
Pre-Existing Condition Limitation: A pre-existing condition includes any condition for which you, in the specified time period prior to coverage in this plan, consulted with a physician, received treatment, or took prescribed drugs.	12 months prior, 12 months after

WELLNESS BENEFIT

Employee Per Year Limit	\$50
Spouse Per Year Limit	\$50
Child Per Year Limit	\$50

Condition Definitions

- **Stroke:** Stroke must be severe enough to cause neurological deficits at least 30 days after the event.
- **Heart Failure:** An insured must be placed on an organ transplant list in order to be eligible for the Heart failure benefits.
- **Coronary Arteriosclerosis:** Coronary Arteriosclerosis must be severe enough to require a coronary artery bypass graft.
- **Organ Failure:** Organ failure includes both lungs, liver, pancreas or bone marrow and requires the insured to be placed on an organ transplant list.
- **Kidney Failure:** An insured must be placed on an organ transplant list in order to be eligible for the Kidney failure benefits.

Critical Illness Cost Illustration

To determine the most appropriate level of coverage, you should consider your current basic monthly expenses and expected financial needs during a Critical Illness.

Your premium will not increase as you age.

Spouse coverage premium is based on Employee age

Child cost is included with employee election.

Issue Age	Monthly Premiums Displayed Election Cost Per Age Bracket					
	< 30	30-39	40-49	50-59	60-69	70+ [†]
\$5,000 Benefit Amount						
Employee \$5,000	\$4.81	\$6.56	\$11.61	\$20.50	\$31.06	\$58.85
Spouse \$2,500	\$3.04	\$4.00	\$6.81	\$11.79	\$17.71	\$32.59
\$10,000 Benefit Amount						
Employee \$10,000	\$8.16	\$11.46	\$21.01	\$37.70	\$57.56	\$111.15
Spouse \$5,000	\$4.71	\$6.45	\$11.51	\$20.39	\$30.96	\$58.74
\$15,000 Benefit Amount						
Employee \$15,000	\$11.51	\$16.36	\$30.41	\$54.90	\$84.06	\$163.45
Spouse \$7,500	\$6.39	\$8.90	\$16.21	\$28.99	\$44.21	\$84.89
\$20,000 Benefit Amount						
Employee \$20,000	\$14.86	\$21.26	\$39.81	\$72.10	\$110.56	\$215.75
Spouse \$10,000	\$8.06	\$11.35	\$20.91	\$37.59	\$57.46	\$111.04
\$25,000 Benefit Amount						
Employee \$25,000	\$18.21	\$26.16	\$49.21	\$89.30	\$137.06	\$268.05
Spouse \$12,500	\$9.74	\$13.80	\$25.61	\$46.19	\$70.71	\$137.19
\$30,000 Benefit Amount						
Employee \$30,000	\$21.56	\$31.06	\$58.61	\$106.50	\$163.56	\$320.35
Spouse \$15,000	\$11.41	\$16.25	\$30.31	\$54.79	\$83.96	\$163.34

[†]Benefit reductions may apply. See plan details.

EXCLUSIONS AND LIMITATIONS

A SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS FOR CRITICAL ILLNESS:

We will not pay benefits for the First Occurrence of a Critical Illness if it occurs less than 3 months after the First Occurrence of a related Critical Illness for which this Plan paid benefits. By related we mean either: (a) both Critical Illnesses are contained within the Cancer Related Conditions category; or (b) both Critical Illnesses are contained within the Vascular Conditions category. We will not pay benefits for a Second occurrence (recurrence) of a Critical Illness unless the Covered Person has not exhibited symptoms or received care or treatment for that Critical Illness for at least 12 months in a row prior to the recurrence. For purposes of this exclusion, care or treatment does not include: (1) preventive medications in the absence of disease; and (2) routine scheduled follow-up visits to a Doctor.

We do not pay benefits for claims relating to a covered person: taking part in any war or act of war (including service in the armed forces) committing a felony or taking part in any riot or other civil disorder or intentionally injuring themselves or attempting suicide while sane or insane.

Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding 1 year; or (b) in an area under travel warning by the US Department of State, subject to state specific variations.

If the plan is new (not transferred): During the exclusion period, this Critical Illness plan does not pay charges relating to a pre-existing condition. If this plan is transferred from another insurance carrier, the time an insured is covered

under that plan will count toward satisfying Guardian's pre-existing condition limitation period. A pre-existing condition includes any condition for which an employee, in a specified time period prior to coverage in this plan, consults with a physician, receives treatment, or takes prescribed drugs. Please refer to the plan documents for specific time periods. State variations may apply.

Guardian's Critical Illness plan does not provide comprehensive medical coverage. It is a basic or limited benefit and is not intended to cover all medical expenses. It does not provide "basic hospital," "basic medical," or "medical" insurance as defined by the New York State Insurance Department.

Health questions are required on 1) late enrollees and 2) enrollees over age 69 (not applicable in FL). This coverage will not be effective until approved by a Guardian underwriter.

This policy will not pay for a diagnosis of a listed critical illness that is made before the insured's Critical Illness effective date with Guardian.

The policy has exclusions and limitations that may impact the eligibility for or entitlement to benefits under each covered condition. See your certificate booklet for a full listing of exclusions & limitations..

If Critical Illness insurance premium is paid for on a pre tax basis, the benefit may be taxable. Please contact your tax or legal advisor regarding the tax treatment of your policy benefits..

Contract # GP-I-CI-I4

Guardian's Critical Illness Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage. This policy provides limited benefits health insurance only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services.
Policy Form # GP-1-LAH-12R; GP-1-CI-14

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Accident insurance

Accidents happen. With accident insurance, you can help them hurt a bit less.

Accident insurance is an extra layer of protection that gives you a cash payment to help cover out-of-pocket expenses when you suffer an unexpected, qualifying accident.

Who is it for?

Nobody can predict when an accident might happen. That's why accident insurance is an important add-on policy for people who want to supplement the health and disability insurance coverage they already have individually or through an employer.

What does it cover?

Accident insurance pays you lump sum benefits after an accident happens. This could be a severe burn, broken bone or emergency room visit. Our accident insurance policies also offer an increased benefit that pays extra for children injured while playing an organized sport like soccer, baseball, lacrosse, or football.

The child must be covered at the time the accident occurred and be 18 years of age or younger.

Why should I consider it?

Health coverage may become more expensive, with higher co-pays, premiums, and deductibles. Accident insurance can be a simple, affordable way to help supplement and cover additional expenses your health and disability insurance may not cover, including x-rays, ambulance services, deductibles, and even things like rent or groceries.

Plus, accident insurance is portable and payments are made directly to you.

You will receive these benefits if you meet the conditions listed in the policy.



Added support during recovery

Amanda breaks her leg falling off her bike and needs emergency treatment.

Average non-surgical broken leg treatment expense: **\$2,500**

Average Major Medical deductible: **\$1,500**

Major Medical covers 80% of the surgical cost after the deductible is met, but Amanda's still responsible for 20%: **\$200**

Total out-of-pocket amount for Amanda (deductible + coinsurance): **\$1,700**

Amanda's Guardian Accident policy pays her a benefit of **\$1,700**, which covers all of her out-of-pocket expenses.

This example is for illustrative purposes only. Your plan's coverage may vary. See your plan's information on the following pages for specific amounts and details.



Your accident coverage

ACCIDENT		
COVERAGE - DETAILS	Option 1: Value Plan	Option 2: Advantage Plan
Your Monthly premium	\$9.07	\$12.39
You and Spouse	\$14.87	\$20.26
You and Child(ren)	\$15.23	\$20.41
You, Spouse and Child(ren)	\$21.03	\$28.28
Accident Coverage Type	Off Job	Off Job
Portability - Allows you to take your Accident coverage with you if you terminate employment.	Included	Included
ACCIDENTAL DEATH AND DISMEMBERMENT		
Benefit Amount(s)	Employee \$10,000 Spouse \$5,000 Child \$5,000	Employee \$25,000 Spouse \$12,500 Child \$5,000
Catastrophic Loss	Quadriplegia, Loss of speech & hearing (both ears), Loss of Cognitive function: 100% of AD&D Hemiplegia & Paraplegia: 50% of AD&D	Quadriplegia, Loss of speech & hearing (both ears), Loss of Cognitive function: 100% of AD&D Hemiplegia & Paraplegia: 50% of AD&D
Common Carrier	200% of AD&D benefit	200% of AD&D benefit
Common Disaster	200% of Spouse AD&D benefit	200% of Spouse AD&D benefit
Dismemberment - Hand, Foot, Sight	Single: 50% of AD&D benefit Multiple: 100% of AD&D benefit	Single: 50% of AD&D benefit Multiple: 100% of AD&D benefit
Dismemberment - Thumb/Index Finger Same Hand, Four Fingers Same Hand, All Toes Same Foot	25% of AD&D benefit	25% of AD&D benefit
Seatbelts and Airbags	Seatbelts: \$10,000 & Airbags: \$15,000	Seatbelts: \$10,000 & Airbags: \$15,000
Reasonable Accommodation to Home or Vehicle	\$2,500	\$2,500
Child(ren) Age Limits	Children age birth to 26 years	Children age birth to 26 years
FEATURES		
Accident Emergency Room Treatment	\$150	\$175
Accident Follow-Up Visit - Doctor	\$25 up to 6 treatments	\$50 up to 6 treatments
Air Ambulance	\$500	\$1,000
Ambulance	\$100	\$150
Appliance - Wheelchair, leg or back brace, crutches, walker, walking boot that extends above the ankle or brace for the neck.	\$100	\$125
Blood/Plasma/Platelets	\$300	\$300



Your accident coverage

FEATURES (Cont.)	Option 1: Value Plan	Option 2: Advantage Plan
Burns (2nd Degree/3rd Degree)	9 sq inches to 18 sq inches: \$0/\$2,000 18 sq inches to 35 sq inches: \$1,000/\$4,000 Over 35 sq inches: \$3,000/\$12,000	9 sq inches to 18 sq inches: \$0/\$2,000 18 sq inches to 35 sq inches: \$1,000/\$4,000 Over 35 sq inches: \$3,000/\$12,000
Burn - Skin Graft	50% of burn benefit	50% of burn benefit
Child Organized Sport - Benefit is paid if the covered accident occurred while your covered child is participating in an organized sport that is governed by an organization and requires formal registration to participate.	20% increase to child benefits	20% increase to child benefits
Chiropractic Visits	No Benefit	\$25 per visit up to 6 visits
Coma	\$7,500	\$10,000
Concussions	\$50	\$75
Dislocations	Schedule up to \$3,600	Schedule up to \$4,400
Diagnostic Exam (Major)	\$100	\$150
Emergency Dental Work	\$200/Crown, \$50/Extraction	\$300/Crown, \$75/Extraction
Epidural pain management	\$100, 2 times per accident	\$100, 2 times per accident
Eye Injury	\$200	\$300
Family Care	\$20/day up to 30 days	\$20/day up to 30 days
Fracture	Schedule up to \$4,500	Schedule up to \$5,500
Hospital Admission	\$750	\$1,000
Hospital Confinement	\$175/day - up to 1 year	\$225/day - up to 1 year
Hospital ICU Admission	\$1,500	\$2,000
Hospital ICU Confinement	\$350/day - up to 15 days	\$450/day - up to 15 days
Initial Physician's office/Urgent Care Facility Treatment	\$50	\$75
Joint Replacement (hip/knee/shoulder)	\$1,500/\$750/\$750	\$2,500/\$1,250/\$1,250
Knee Cartilage	\$500	\$500
Laceration	Schedule up to \$300	Schedule up to \$400
Lodging - The hospital must be more than 50 miles from the insured's residence.	\$100/day, up to 30 days for companion hotel stay	\$125/day, up to 30 days for companion hotel stay
Occupational or Physical Therapy	\$25/day up to 10 days	\$25/day up to 10 days
Prosthetic Device/Artificial Limb	1: \$500 2 or more: \$1,000	1: \$500 2 or more: \$1,000
Rehabilitation Unit Confinement	\$150/day up to 15 days	\$150/day up to 15 days
Ruptured Disc With Surgical Repair	\$500	\$500
Surgery	Schedule up to \$1,000 Hernia: \$125	Schedule up to \$1,250 Hernia: \$150
Surgery - Exploratory or Arthroscopic	\$150	\$250
Tendon/Ligament/Rotator Cuff	1: \$250 2 or more: \$500	1: \$500 2 or more: \$1,000



Your accident coverage

FEATURES (Cont.)	Option 1: Value Plan	Option 2: Advantage Plan
Transportation - Benefit is paid if you have to travel more than 50 miles one way to receive special treatment at a hospital or facility due to a covered accident.	\$400, 3 times per accident	\$500, 3 times per accident
X - Ray	\$20	\$30

UNDERSTANDING YOUR BENEFITS:

- **Common Carrier** – Benefit is paid if an insured's death occurs due to an accident while riding as a fare-paying passenger in a public conveyance. If this is paid, we do not pay the Accidental Death benefit.
- **Common Disaster** – Benefit is paid if both you & your spouse die in a covered accident or separate covered accidents within the same 24 hour period.
- **Reasonable Accommodation** – Benefit is payable if a modification is required to an insured's place of residence or vehicle due to an Accidental Dismemberment or Catastrophic loss.
- **Accident Emergency Room Treatment** – Benefit is paid only when an insured is examined or treated within 72 hours of a covered accident.

LIMITATIONS AND EXCLUSIONS:

A SUMMARY OF ACCIDENT LIMITATIONS AND EXCLUSIONS:

Employees must be working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding 1 year; or (b) in an area under travel warning by the US Department of State, subject to state specific variations.

This proposal summarizes the major features of the Guardian Accident benefit plan. It is not intended to be a complete representation of the proposed plan. For full plan features, including exclusions and limitations, please refer to your Policy.

This proposal is hedged subject to satisfactory financial evaluation.

We don't pay benefits for any Injury caused by or related to directly or indirectly: Sickness, disease, mental infirmity or medical or surgical treatment; the covered person being legally intoxicated; declared or undeclared war, act of war, or armed aggression; service in the armed forces, National Guard, or military reserves of any state or country; taking part in a riot or civil disorder; commission of, or attempt to commit a felony; intentionally self-inflicted Injury, while sane or insane; suicide or attempted suicide, while sane or insane; travel or flight in any kind of aircraft, including any aircraft owned by or for the policyholder, except as a

fare-paying passenger on a common carrier; participation in any kind of sporting activity for compensation or profit, including coaching or officiating; riding in or driving any motor-driven vehicle in a race, stunt show or speed test; participation in hang gliding, bungee jumping, sail gliding, parasailing, parakiting, ballooning, parachuting, or skydiving; an accident that occurred before the covered person is covered by this plan; injuries to a dependent child received during birth; voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (1) it was prescribed for a covered person by a doctor, and (2) it was used as prescribed. In the case of a non-prescription drug, this Plan does not pay for any Accident resulting from or contributed to by use in a manner inconsistent with package instructions. "Controlled substance" means anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time. Job related or on the job injuries for the employee are excluded if Accident coverage is off job only.

Contract # GP-I-AC-IC-12

If Accident insurance premium is paid for on a pre tax basis, the benefit may be taxable. Please contact your tax or legal advisor regarding the tax treatment of your policy benefits.



Your accident coverage

Guardian's Accident Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage. This policy provides Accident insurance only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services.

IMPORTANT NOTICE –THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

Policy Form # GP-1-AC-BEN-12, et al., GP-1-LAH-12R; GP-1-ACC-18

Electronic Evidence of Insurability (EOI)

Our online EOI forms are an easier, quicker alternative to traditional paper forms, helping you get covered when you need to provide additional information.

There are a few situations where you need to answer health questions, enroll for higher amounts of coverage, or request coverage after the initial eligibility period. In all of these situations, our online EOI form keeps things simple.

Electronic EOI keeps things simple

With Guardian's electronic EOI forms, your data is kept secure at every stage of the process. And with fewer errors than hand-written forms, and faster submission digitally, it's easier than ever to complete it and get covered.

Electronic EOI can be used for*:

- Basic life
- Voluntary life
- Short term disability
- Long term disability



How it works

You will receive a letter or email from your employer or Guardian with instructions and a unique link to submit your EOI form online.

First register and create an account on Guardian Anytime. Then simply fill out the form, electronically sign it, and click 'Submit'.

Once we receive the form, we'll contact you with any questions, before notifying you (and your employer if the coverage amount changes).

*Applicable to coverage requiring full Evidence of Insurability (not applicable to conditional issue amounts). Electronic EOI is not available in New York and New Hampshire. Electronic EOI is available using most internet browsers.

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2020-109652 (10/22)

Employee Assistance Program

We all need a little support every now and then.

Guardian's Employee Assistance Program gives you and your family members access to confidential personal support, across everything from stress management and nutrition to handling legal or financial issues.

The services available include consultations with experienced professionals, as well as access to resources and discounts designed to help you in a variety of different ways.

How it can help



Consultative services are available to provide direct support and assistance



Work/life assistance that can help you save money and balance commitments



Access legal and financial assistance and resources – including WillPrep Services

This service is only available if you purchase qualifying lines of coverage. See your plan administrator for more details.

WorkLifeMatters Program services are provided by Integrated Behavioral Health, Inc., and its contractors. Guardian does not provide any part of WorkLifeMatters program services. Guardian is not responsible or liable for care or advice given by any provider or resource under the program. This information is for illustrative purposes only. It is not a contract. Only the Administration Agreement can provide the actual terms, services, limitations and exclusions. Guardian and IBH reserve the right to discontinue the WorkLifeMatters program at any time without notice. Legal services provided through WorkLifeMatters will not be provided in connection with or preparation for any action against Guardian, IBH, or your employer. WorkLifeMatters Program is not an insurance benefit and may not be available in all states.

¹Office hours: Monday-Friday 6 a.m.–5 p.m. PST.



How to access

To access the WorkLifeMatters Employee Assistance Program, you'll need a few personal details.



Visit

ibhworklife.com



User ID

Matters



Password

wlm70101

For more information or support, you can reach out by phoning **1800 386 7055**. The team is available 24 hours a day, 7 days a week¹.

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Our commitment to you

Please read the documentation referenced below carefully. The notices are intended to provide you important information about our insurance offerings and to protect your interests. Certain ones are required by law.

Important information



Notice Informing Individuals about Nondiscrimination and Accessibility Requirements

Guardian notice stating that it complies with applicable Federal civil rights laws and does not discriminate based on race, color, national origin, age, disability, sex, or actual or perceived gender identity. The notice provides contact information for filing a nondiscrimination grievance. It also provides contact information for access to free aids and services by disabled people to assist in communications with Guardian.

Visit <https://www.guardiananytime.com/notice48> to read more.

No Cost Language Services

Guardian provides language assistance in multiple languages for members who have limited English proficiency.

Visit <https://www.guardiananytime.com/notice46> to read more.

Disability insurance



Disability Offset Notice

Offsets are provisions in your disability coverage that allow the insurer to deduct from your regular benefit other types of income you receive or are eligible to receive from other sources due to your disability.

Visit <https://www.guardiananytime.com/notice51> to read more.

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Guardian Life, P.O. Box 14319,
Lexington, KY 40512

Please print clearly and mark carefully.

Employer Name: VISIONARY SCHOOLS TRUST	Group Plan Number: 00541506	Benefits Effective: _____
PLEASE CHECK APPROPRIATE BOX <input type="checkbox"/> Initial Enrollment <input type="checkbox"/> Add Employee/Dependents <input type="checkbox"/> Drop/Refuse Coverage <input type="checkbox"/> Information Change		

Class: _____ Division: _____ Subtotal Code: _____ (Please obtain this from your Employer)

About You: First, MI, Last Name: _____	Employer Provided Identification: _____	Social Security Number _____ - _____ - _____ Your Social Security Number must be provided if enrolling for Life Coverage. Short Term Disability Coverage and/or Long Term Disability Coverage.	
Address _____	City _____	State _____	Zip _____
Gender: <input type="checkbox"/> M <input type="checkbox"/> F Date of Birth (mm-dd-yy): ____ - ____ - ____			
Phone (indicate primary): <input type="checkbox"/> Home (____) ____ - ____ <input type="checkbox"/> Work (____) ____ - ____ <input type="checkbox"/> Mobile (____) ____ - ____			
Email Address (indicate primary) <input type="checkbox"/> Home _____ <input type="checkbox"/> Work _____			
Are you married or do you have a partner? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of marriage/union: ____ - ____ - ____ Do you have children or other dependents? <input type="checkbox"/> Yes <input type="checkbox"/> No Placement date of adopted child: ____ - ____ - ____			

About Your Job:		
Job Title: _____		
Work Status: <input type="checkbox"/> Active <input type="checkbox"/> Retired <input type="checkbox"/> Cobra/State Continuation Hours worked per week: _____	Date of full time hire: ____ - ____ - ____	Annual Salary: \$ _____

About Your Family: Please include the names of the dependents you wish to enroll for coverage. If additional space is needed, please attach a separate sheet of paper with this information along with your enrollment form. Your dependent's Social Security Number must be provided if enrolling for Life Coverage. Be sure to sign and date (mm-dd-yy) the paper and keep a copy for your records. Additional information may be required for non-standard dependents such as a grandchild, a niece or a nephew.				
Spouse (wherever the term "Spouse" appears on this form, it also includes "Partner").	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yyyy) ____ - ____ - ____		
Child/Dependent 1:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent
Child/Dependent 2:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent
Child/Dependent 3:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent
Child/Dependent 4:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent

Drop Coverage:

☐ Drop Employee ☐ Drop Dependents

The date of withdrawal cannot be prior to the date this form is completed and signed.

Last Day of Coverage: ____ - ____ - ____

☐ Termination of Employment ☐ Retirement

Last Day Worked: ____ - ____ - ____

☐ Other Event: _____

Date of Event: ____ - ____ - ____

Coverage Being Dropped:

☐ Basic Life

☐ Voluntary Life ☐ Employee ☐ Spouse ☐ Child(ren)

☐ Critical Illness

☐ Accident ☐ Employee ☐ Spouse ☐ Child(ren)

☐ Long Term Disability

☐ Short Term Disability

I have been offered the above coverage(s) and wish to drop enrollment for the following reasons:

☐ Covered under another insurance plan

☐ Other _____

(additional information may be required)

Basic Life Coverage with Accidental Death and Dismemberment (AD&D):*Benefit reductions apply. Please see plan administrator.*

The amount of life insurance coverage you select may be either a specific dollar amount or an amount that is a multiple of your salary and may be subject to certain reductions as stated in the certificate of coverage covering you or your dependents.

Policy Amount

Employee Only

☒ \$25,000

The Guarantee Issue

Amount is \$25,000.

Name your beneficiaries: (Primary beneficiary percentages must total 100%)

If additional space is needed, please attach a separate sheet of paper with this information along with your enrollment form. Be sure to sign and date (mm-dd-yy) the paper and keep a copy for your records.

Primary Beneficiaries:

Name: _____ Social Security Number: _____ - _____ - _____ %

Date of Birth (mm-dd-yy): _____ - _____ - _____ Address/City/State/Zip: _____

Phone: () - _____ Relationship to Employee: _____

Name: _____ Social Security Number: _____ - _____ - _____ %

Date of Birth (mm-dd-yy): _____ - _____ - _____ Address/City/State/Zip: _____

Phone: () - _____ Relationship to Employee: _____

Contingent Beneficiary: _____ Social Security Number: _____ - _____ - _____

Date of Birth (mm-dd-yy): _____ - _____ - _____ Address/City/State/Zip: _____

Phone: () - _____ Relationship to Employee: _____

(In the event the primary beneficiaries are deceased, the contingent beneficiary will receive the benefit. Employer maintains beneficiary information.)

Please contact your employer for any record of or changes to your beneficiary information.

Spouse and dependent child(ren) – If the intended beneficiary is to be someone other than the employee, please complete the Beneficiary Designation form.

Attention: If any of the beneficiaries named above is a minor (a person under the age of 18 or 21, depending on their state of residency), state law may limit Guardian's ability to pay life insurance proceeds directly to them for as long as they remain a minor. State Uniform Transfers to Minors Act (UTMA) laws, where applicable, may allow for the normal course of payment of these proceeds, or a portion thereof, to the minor beneficiary's designated Custodian to manage on the minor's behalf until they reach adult age. At that time, the proceeds are turned over to the adult child, who can use the proceeds in any way he or she chooses.

Are any of the beneficiaries identified above considered a minor in the state in which they reside? Check one box only. ☐ Yes ☐ No

If you answered "Yes", please name the legally designated UTMA Custodian for all minor beneficiaries you have designated:

Custodian to Minor Beneficiaries:

Name: _____ Social Security Number (or FEIN/TIN # if a corporate entity): _____ - _____ - _____

Date of Birth (mm-dd-yyyy) (if an individual): _____ - _____ - _____

Address/City/State/Zip: _____

Phone: () - _____

If this Basic Life policy will replace your existing life insurance policy under your current employer, provide the amount of the previous policy \$ _____

Important Notes:

- Based on your plan benefits and age, you may be required to complete an evidence of insurability form.

LIFE INSURANCE *continued*

Voluntary Term Life Coverage: You must be enrolled to cover your dependents. *Benefit reductions apply. Please see plan administrator.*

The amount of life insurance coverage you select may be either a specific dollar amount or an amount that is a multiple of your salary and may be subject to certain reductions as stated in the certificate of coverage covering you or your dependents.

Employee

Policy Amount *Check one box only*

<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$20,000	<input type="checkbox"/> \$30,000	<input type="checkbox"/> \$40,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$60,000
<input type="checkbox"/> \$70,000	<input type="checkbox"/> \$80,000	<input type="checkbox"/> \$90,000	<input type="checkbox"/> \$100,000*	<input type="checkbox"/> \$110,000	<input type="checkbox"/> \$120,000
<input type="checkbox"/> \$130,000	<input type="checkbox"/> \$140,000	<input type="checkbox"/> \$150,000	<input type="checkbox"/> \$160,000	<input type="checkbox"/> \$170,000	<input type="checkbox"/> \$180,000
<input type="checkbox"/> \$190,000	<input type="checkbox"/> \$200,000	<input type="checkbox"/> \$210,000	<input type="checkbox"/> \$220,000	<input type="checkbox"/> \$230,000	<input type="checkbox"/> \$240,000
<input type="checkbox"/> \$250,000	<input type="checkbox"/> \$260,000	<input type="checkbox"/> \$270,000	<input type="checkbox"/> \$280,000	<input type="checkbox"/> \$290,000	<input type="checkbox"/> \$300,000

*Guarantee Issue Amount. The Health History section must be completed if any amount above the Guarantee Issue Amount is elected.

☐ I do not want this coverage

Add Voluntary Life for Spouse

Policy Amount

<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$20,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$30,000*
<input type="checkbox"/> \$35,000	<input type="checkbox"/> \$40,000	<input type="checkbox"/> \$45,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$55,000	<input type="checkbox"/> \$60,000
<input type="checkbox"/> \$65,000	<input type="checkbox"/> \$70,000	<input type="checkbox"/> \$75,000	<input type="checkbox"/> \$80,000	<input type="checkbox"/> \$85,000	<input type="checkbox"/> \$90,000
<input type="checkbox"/> \$95,000	<input type="checkbox"/> \$100,000	<input type="checkbox"/> \$105,000	<input type="checkbox"/> \$110,000	<input type="checkbox"/> \$115,000	<input type="checkbox"/> \$120,000
<input type="checkbox"/> \$125,000	<input type="checkbox"/> \$130,000	<input type="checkbox"/> \$135,000	<input type="checkbox"/> \$140,000	<input type="checkbox"/> \$145,000	<input type="checkbox"/> \$150,000

*Guarantee Issue Amount

*The amount may not be more than 50% of the employee amount for Voluntary Life.

☐ I do not want this coverage

Add Voluntary Life for Dependent/Child(ren)

Policy Amount

☐ \$10,000*

*Guarantee Issue Amount

*The amount may not be more than 10% of the employee amount for Voluntary Life.

☐ I do not want this coverage

Add Voluntary AD&D

You must enroll for voluntary term life to be eligible for this coverage. Your elected amount of coverage will be 1 time(s) the coverage elected for voluntary life. You must be enrolled to cover your dependents.

<input type="checkbox"/> Employee	<input type="checkbox"/> Spouse	<input type="checkbox"/> Child(ren)
<input type="checkbox"/> I do not want this coverage	<input type="checkbox"/> I do not want this coverage	<input type="checkbox"/> I do not want this coverage

Important Notes:

- Based on your plan benefits and age, you may be required to complete an evidence of insurability form.

LIFE INSURANCE *continued*

Name your beneficiaries: (Primary beneficiary percentages must total 100%) If electing different beneficiaries that are not the same as those named for Basic Life, please name below.

If additional space is needed, please attach a separate sheet of paper with this information along with your enrollment form. Be sure to sign and date (mm-dd-yyyy) the paper and keep a copy for your records.

Primary Beneficiaries:

Name: _____ Social Security Number: _____ - _____ - _____ % _____

Date of Birth (mm-dd-yy): _____ - _____ - _____ Address/City/State/Zip: _____

Phone: () - _____ Relationship to Employee: _____

Name: _____ Social Security Number: _____ - _____ - _____ % _____

Date of Birth (mm-dd-yy): _____ - _____ - _____ Address/City/State/Zip: _____

Phone: () - _____ Relationship to Employee: _____

Contingent Beneficiary: _____ Social Security Number: _____ - _____ - _____

Date of Birth (mm-dd-yy): _____ - _____ - _____ Address/City/State/Zip: _____

Phone: () - _____ Relationship to Employee: _____

(In the event the primary beneficiaries are deceased, the contingent beneficiary will receive the benefit. Employer maintains beneficiary information.)

Spouse and dependent/child(ren) – If the intended beneficiary is to be someone other than the employee, please complete the Beneficiary Designation form.

Please contact your employer for any record of or changes to your beneficiary information.

Attention: If any of the beneficiaries named above is a minor (a person under the age of 18 or 21, depending on their state of residency), state law may limit Guardian's ability to pay life insurance proceeds directly to them for as long as they remain a minor. State Uniform Transfers to Minors Act (UTMA) laws, where applicable, may allow for the normal course of payment of these proceeds, or a portion thereof, to the minor beneficiary's designated Custodian to manage on the minor's behalf until they reach adult age. At that time, the proceeds are turned over to the adult child, who can use the proceeds in any way he or she chooses.

Are any of the beneficiaries identified above considered a minor in the state in which they reside? Check one box only. ☐ Yes ☐ No

If you answered "Yes", please name the legally designated UTMA Custodian for all minor beneficiaries you have designated:

Custodian to Minor Beneficiaries:

Name: _____ Social Security Number (or FEIN/TIN # if a corporate entity): _____ - _____ - _____

Date of Birth (mm-dd-yyyy) (if an individual): _____ - _____ - _____ Address/City/State/Zip: _____

Phone: () - _____

Short-Term Disability (STD) Coverage:

The amount of STD coverage you select may be either a specific dollar amount or an amount that is a multiple of your salary and may be subject to certain reductions as stated in the certificate of coverage covering you.

Weekly Benefit

☐ 60% of salary to a maximum of \$1,000

☐ I do not want this coverage.

Long-Term Disability (LTD) Coverage:

The amount of LTD coverage you select may be either a specific dollar amount or an amount that is a multiple of your salary and may be subject to certain reductions as stated in the certificate of coverage covering you.

Monthly Benefit

☐ 60% of salary to a maximum of \$5,000

☐ I do not want this coverage.

Critical Illness Coverage: You must be enrolled to cover your dependents*Benefit reductions apply. Please see plan administrator.*

Employee

Insurance Amount: ☐ \$5,000 ☐ \$10,000 ☐ \$15,000 ☐ \$20,000 ☐ \$25,000 ☐ \$30,000☐ I do not want this coverage.

Spouse

Insurance Amount: ☐ 50% of the employee's amount☐ I do not want this coverage.

Dependent/Child(ren)

Insurance Amount: ☐ 25% of the employee's amount☐ I do not want this coverage.**Accident Coverage** You must be enrolled to cover your dependents.

Your Monthly premium	Employee Only	EE & Spouse	EE & Dependent/Child(ren)	EE, Spouse & Dependent/Child(ren)
Option 1: Value Plan	<input type="checkbox"/> \$9.07	<input type="checkbox"/> \$14.87	<input type="checkbox"/> \$15.23	<input type="checkbox"/> \$21.03
Option 2: Advantage Plan	<input type="checkbox"/> \$12.39	<input type="checkbox"/> \$20.26	<input type="checkbox"/> \$20.41	<input type="checkbox"/> \$28.28

☐ I do not want this coverage.

Name your beneficiaries: (Primary beneficiary percentages must total 100%)

If additional space is needed, please attach a separate sheet of paper with this information along with your enrollment form. Be sure to sign and date (mm-dd-yyyy) the paper and keep a copy for your records

Primary Beneficiaries:

Name: _____ Social Security Number: _____ - _____ - _____ % _____

Date of Birth (mm-dd-yy): _____ - _____ - _____ Address/City/State/Zip: _____

Phone: () - _____ Relationship to Employee: _____

Name: _____ Social Security Number: _____ - _____ - _____ % _____

Date of Birth (mm-dd-yy): _____ - _____ - _____ Address/City/State/Zip: _____

Phone: () - _____ Relationship to Employee: _____

Contingent Beneficiary: _____ Social Security Number: _____ - _____ - _____

Date of Birth (mm-dd-yy): _____ - _____ - _____ Address/City/State/Zip: _____

Phone: () - _____ Relationship to Employee: _____

(In the event the primary beneficiaries are deceased, the contingent beneficiary will receive the benefit.)

Please contact your employer for any record of or changes to your beneficiary information

Spouse and dependent/child(ren) – If the intended beneficiary is to be someone other than the employee, please complete the Beneficiary Designation form.

Attention: If any of the beneficiaries named above is a minor (a person under the age of 18 or 21, depending on their state of residency), state law may limit Guardian's ability to pay life insurance proceeds directly to them for as long as they remain a minor. State Uniform Transfers to Minors Act (UTMA) laws, where applicable, may allow for the normal course of payment of these proceeds, or a portion thereof, to the minor beneficiary's designated Custodian to manage on the minor's behalf until they reach adult age. At that time, the proceeds are turned over to the adult child, who can use the proceeds in any way he or she chooses.

Are any of the beneficiaries identified above considered a minor in the state in which they reside? Check one box only. ☐ Yes ☐ No

If you answered "Yes", please name the legally designated UTMA Custodian for all minor beneficiaries you have designated:

Custodian to Minor Beneficiaries:

Name: _____ Social Security Number (or FEIN/TIN # if a corporate entity): _____ - _____

Date of Birth (mm-dd-yyyy) (if an individual): _____ - _____ - _____ Address/City/State/Zip: _____

Phone: () - _____

Signature

- I understand that my dependent(s) cannot be enrolled for a coverage if I am not enrolled for that coverage.
- **LIFE ONLY:** I understand that life insurance coverage for a dependent, other than a newborn child, will not take effect if that dependent is confined to a hospital or other health care facility, or is home confined, or is unable to perform the normal activities of someone of like age and sex.
- Submission of this form does not guarantee coverage. Among other things, coverage is contingent upon underwriting approval and meeting the applicable eligibility requirements as set forth in the applicable benefit booklet.
- I understand that I must be actively at work or my elected coverage will not take effect until I have met the eligibility requirements (as defined in the benefit booklet.) This does not apply to eligible retirees.
- I understand that if I waive coverage, I may not be eligible to enroll until the next open enrollment period. Late entrant penalties may apply. I understand that I may also have to provide, at my own expense, proof of each person's insurability. Guardian or its designee has the right to reject my request.
- I understand that my coverage will not be effective until approved by Guardian or its designated underwriter.
- I hereby apply for the group benefit(s) that I have chosen above.
- I understand that I must meet eligibility requirements for all coverages that I have chosen above.
- I agree that my employer may deduct premiums from my pay if they are required for the coverage I have chosen above.
- I acknowledge and consent to receiving electronic copies of applicable insurance related documents, in lieu of paper copies, to the extent permitted by applicable law. I may change this election only by providing thirty (30) day prior written notice.
- I consent to electronic communication from Guardian, such as emails and text messages, regarding my coverage(s). I may change this election only by providing (thirty) 30 days prior written notice.
- I attest that the information provided above is true and correct to the best of my knowledge.

Any person who with intent to defraud any insurance company or other person files an application for insurance or statements of claim containing any materially, false information or conceals for purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may also be subject to civil penalties, or denial of insurance benefits.

The state in which you reside may have a specific state fraud warning. Please refer to the attached Fraud Warning Statements page.

NOTICE: This coverage under the policy may only be issued if you have minimum essential coverage within the meaning of section 500A(f) of the Internal Revenue Code. By signing below, you are confirming that you have other health coverage.

SIGNATURE OF EMPLOYEE X _____

DATE _____

Enrollment Kit 00541506, 0001, EN

Fraud Warning Statements

The laws of several states require the following statements to appear on the enrollment form:

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

California: For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Delaware, Indiana and Oklahoma: **WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia: **WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana and Texas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit is guilty of a crime and may be subject to fines and confinements in state prison.

Maryland : Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

Ohio: Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Rhode Island: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Attachment 14

RESOLUTIONS AUTHORIZING BORROWING

I, the undersigned, hereby certify that I am the duly elected and acting President of Par Excellence Academy, a non-profit corporation organized and validly existing under the laws of Ohio ("Company"), and that, as such, I am authorized to execute this certificate on behalf of Company. I further certify that the following resolutions have been duly adopted by the Board of Directors of Company on July 23, 2020, in accordance with applicable law and the Articles of Incorporation and Bylaws of Company and have not been modified, amended or rescinded and remain in full force and effect on the date hereof:

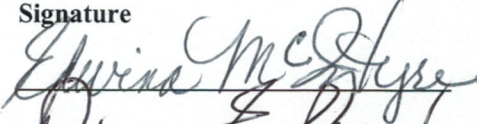

RESOLVED, that, that, for purposes of these Resolutions, the term "Authorized Officer" shall mean any one or more of the following, in his or her capacity for Company set forth below:

Name and Title

Edwina McIntyre, Board President

Donna Shaw, Secretary

Signature

RESOLVED, that Company be, and hereby is, authorized and empowered to borrow, from time to time and at any time, from Park National Bank, or any affiliate thereof ("Lender") the sum of \$1,477,000.00 or such amount as any Authorized Officer shall deem appropriate, for such periods of time, and upon such terms and conditions as such Authorized Officer shall deem necessary or desirable; and

RESOLVED, that Company be, and hereby is, authorized and empowered to grant a security interest in or lien upon, pledge or mortgage any such property or assets of Company, whether real, personal, tangible, intangible or a combination thereof, as an Authorized Officer shall deem necessary or desirable to secure any indebtedness, guarantee, or other obligation of Company to the Lender; and

RESOLVED, that Company be, and hereby is, authorized and empowered to guarantee, from time to time and at any time, the debts to the Lender of such entities related to Company as an Authorized Officer shall deem necessary or desirable; and

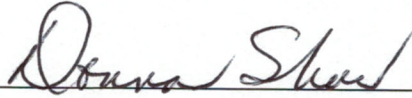
RESOLVED, that, in connection with such loans, guarantees and other obligations of Company to Lender, each Authorized Officer is hereby authorized and empowered to execute and deliver any and all such notes, loan agreements, certificates, pledges, assignments, mortgages, deeds of trust, guarantees, security agreements and any other agreement, instrument or other document, together with all modifications and amendments thereto, in such form and pursuant to such terms and conditions as such Authorized Officer shall approve, such execution being conclusive evidence of such approval, Company being hereby empowered and authorized to perform all terms and conditions thereof; and

RESOLVED, that each Authorized Officer be and each hereby is authorized and empowered to execute and deliver all such further agreements, instruments or other documents, and to perform all such further acts, as any such Authorized Officer shall deem necessary or appropriate in order to carry into effect the intent and purpose of the foregoing resolutions; and

RESOLVED, that any and all actions taken or information, documents or agreements executed and/or delivered heretofore by any Authorized Officer to effect the purposes of the foregoing resolutions are hereby ratified in full; and

RESOLVED, that the Secretary be and hereby is authorized to furnish to Lender a certified copy of these resolutions.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of Company this ____ day of July, 2020.

Signature: 

Print name: Donna Shaw



201606030011370

Pgs: 15 \$132.00 T20160013200
06/03/2016 3:12PM MEPHEARTLAND
Bryan A. Long
Licking County Recorder

RECORDATION REQUESTED BY:

The Park National Bank, Main Office Commercial Loans, PO Box 3500, Newark, OH 43055

WHEN RECORDED MAIL TO:

The Park National Bank, Main Office Commercial Loans, PO Box 3500, Newark, OH 43055

SEND TAX NOTICES TO:

PAR EXCELLENCE LEARNING CENTER, 1350 GRANVILLE ROAD, NEWARK, OH 43055

FOR RECORDER'S USE ONLY

OPEN - END MORTGAGE

MAXIMUM LIEN: The Maximum Amount of Loan Indebtedness secured by this Open-End Mortgage is \$1,800,000.00. The words "Maximum Amount of Loan Indebtedness" as used in this Mortgage mean the maximum unpaid balance of loan advances made under the Note which may be outstanding at any one time. The Maximum Amount of Loan Indebtedness does not include any (A) interest, (B) taxes, (C) assessments, (D) insurance premiums, or (E) costs incurred for the protection of the Property. Grantor and Lender intend that, in addition to any other indebtedness or obligations secured hereby, this Mortgage shall secure indebtedness arising from loan advances made by Lender after this Mortgage is delivered to the recorder for record.

THIS MORTGAGE dated June 3, 2016, is made and executed between PAR EXCELLENCE LEARNING CENTER, whose address is 1350 GRANVILLE ROAD, NEWARK, OH 43055; An Ohio Corporation (referred to below as "Grantor") and The Park National Bank, whose address is PO Box 3500, Newark, OH 43055 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, mortgages and conveys to Lender, with mortgage covenants and upon the statutory condition, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LICKING County, State of Ohio:

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 1350 GRANVILLE ROAD, NEWARK, OH 43055.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**MORTGAGE
(Continued)**

Page 2

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal,

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clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Ohio law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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(Continued)**

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Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such

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other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of

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this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

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FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness.

This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income

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received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Ohio.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Licking County, State of Ohio.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means PAR EXCELLENCE LEARNING CENTER and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.

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("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means PAR EXCELLENCE LEARNING CENTER.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means The Park National Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the two promissory notes dated June 3, 2016, in the original principal amount of \$900,000.00 each, from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. . The maturity date of the Note is June 3, 2036. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

PAR EXCELLENCE LEARNING CENTER

By: 


GARY KRINN, President of PAR EXCELLENCE
LEARNING CENTER

This instrument was prepared by The Park National Bank.

CORPORATE ACKNOWLEDGMENT

STATE OF Ohio)
) SS
COUNTY OF Licking)

On this 3rd day of June, 20 16, before me, the undersigned Notary Public, personally appeared **GARY KRINN, President of PAR EXCELLENCE LEARNING CENTER**, and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged before me the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By 
Notary Public in and for the State
of _____

Residing at _____

My commission expires _____

J. ANDREW CRAWFORD, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.

EXHIBIT A

PARCEL 1:

Situated in the County of Licking in the State of Ohio and in the City of Newark and bounded and described as follows: Beginning at an iron pin in the intersection of the westerly right-of-way line of North Country Club Drive and the northerly right-of-way line of Granville Road in the Third Quarter of the Second Township in the Twelfth Range of the U.S.M. Lands; thence South 47° 00' West, along said Granville Road right-of-way line, 341.89 feet to an existing iron pin; thence North 44° 27' West, along the northeasterly line of the William H. Morgan property (Deed reference 481, at page 156, of the Deed Records of Licking County, Ohio) and along the Northeasterly line of the William H. and Richard Morgan property (Deed reference 492, at page 559, of said Deed Records) 770.63 feet to an iron pin; thence North 61° 15' 30" West, along said William H. and Richard Morgan property line, 539.69 feet to an iron pin; thence North 28° 02' East, a distance of 307.18 feet to an iron pin; thence South 61° 58' East a distance of 801.84 feet to an iron pin; thence South 44° 56' East a distance of 502.67 feet to an iron pin in said North Country Club Drive right-of-way line; thence South 06° 14' West, along said North Country Club Drive right-of-way, 10.73 feet to an iron pin, thence South 28° 41' East, along said North Country Club Drive right-of-way line, 118.92 feet to the point of beginning, containing 10.82 acres, more or less.

PARCEL 2:

Situated in the County of Licking in the State of Ohio and in the City of Newark and bounded and described as follows: Beginning, for a point of reference, at an iron pin set in the northwest line of Granville Road where the same intersects the southwest line of Country Club Drive; thence, for a line of reference, along the southwesterly line of said Country Club Drive North 28° 41' West 118.92 feet to an iron pin being set in an angle in the right-of-way line of said Country Club Drive; thence, continuing for a line of reference, along said right-of-way line North 6° 14' East 10.73 feet to an iron pin and the place of beginning of the real estate hereinafter described and hereby conveyed; thence North 44° 56' West 222 feet to a point for a corner marked by an iron pin; thence South 83° 46' East 172.3 feet to a point for a corner marked by an iron pin, said pin being set in the west line of said Country Club Drive; thence South 6° 14' West, along the west line of Country club Drive 140.0 feet to the place of beginning.

The description hereinbefore set forth is based on a survey and description prepared by Joseph Hall, Registered Engineer, said real estate containing 0.27688 acre.

SAVE AND EXCEPT FROM PARCELS 1 AND 2:

Situated in the State of Ohio, County of Licking, City of Newark, and being part of that 11.097 acre tract as conveyed to Mount Vernon Nazarene University by deed of record in Instrument Number 201012270026589, all references being to those of record in the Recorder's Office, Licking County, Ohio and being more particularly bounded and described as follows:

Being a parcel of land lying on the left of the centerline survey of LIC-812-0.17 made by Jobes Henderson & Associates, Inc., as recorded in Instrument Number 201109150017263, and being located within the described points in the boundary thereof;

Beginning at the intersection of the existing right-of-way line of Country Club Drive, and Granville Road, said point being 49.36 feet left of centerline station 9+42.81 of Country Club Drive, and being 61.66 feet left of centerline station 9+69.66 of Granville Road;

Thence across said 11.097 acre tract, the following two (2) courses and distances;

North 27 degrees, 30 minutes, 19 seconds West, 123.17 feet to an iron pin set, said iron pin set being 65.00 feet left of centerline station 10+50.00 of Country Club Drive; and ...

North 06 degrees, 54 minutes, 24 seconds East, 136.44 feet to an iron pin set on the existing westerly right-of-way of Country Club Drive, said iron pin set being 47.42 feet left of centerline station 11+69.34;

Thence along existing westerly right-of-way of Country Club Drive, the following two (2) courses and distances;

South 00 degrees, 22 minutes, 52 seconds East, 127.83 feet to a point, said point being 46.64 feet left of centerline station 10+53.66 of Country Club Drive; and ...

South 18 degrees, 43 minutes, 42 seconds East, 123.41 feet to the Point of Beginning and containing 0.052 acres, more or less, which is located in Licking County Auditor's Permanent Parcel Number 054-247044-01.000, according to a survey made by Jobes Henderson & Associates, Inc., during March of 2009.

Grantor claims title by instrument(s) recorded in Instrument Number 201012270026589, Licking County Recorder's Office, Licking County, Ohio.

The bearings in the above description are based on State Plane Coordinates System, Ohio South Zone.

Subject to all valid and existing easements, restrictions, and conditions of record.

This description is based on a survey made under the direction and supervision of Jeremy L. Van Ostran, Registered Surveyor Number 8283.
May 5, 2011

PARCEL 3:

Situated in the City of Newark, County of Licking, State of Ohio, and being in the Third Quarter, in the Second Township, in the 12th Range of the United States Military Lands, and beginning for a point of reference at an iron pin located at the intersection of the west line of North County Club Drive and the north line of Granville Road, said pin being the southeast corner of a parcel of real estate owned by the Newark City School District per deed recorded in Volume 615 at page 482 of the Licking County Deed Records; thence north 28° 41' west 118.92 feet along the west line of North County Club Drive to a point; thence north 6° 14' east, 10.73 feet along the west line of North County Club Drive to a point; thence north 44° 56' west 502.67 feet along a northerly line of the

aforesaid Newark City School District property to an iron pin, said pin being the southeastern corner of a parcel of real estate owned by the Christian Endeavor United Methodist Church per deed recorded in Volume 655 at page 525 of the Licking County Deed Records; thence north 61° 58' west 60.67 feet along the south line of the Christian Endeavor United Methodist Church parcel to a point, said point being the true place of beginning for the following described parcel of real estate; thence north 19° 31' 40" east 103.17 feet to a point in the southerly right of way line of Frasure Drive; thence south 66° 17' 16" east 60.5 feet along said right of way line to the northwest corner of a parcel of real estate owned by William B. and Charleen F. Hail, et al, per deeds recorded in Volume 744 at page 595, and Volume 745 at page 798; thence south 19° 31' 40" west a distance of 104.90 feet along the west line of the Hall parcel to an iron pin; thence north 61° 58' west 60.67 feet to the true place of beginning.

Containing 0.1087 acre, more or less.

RESERVING the right to The Christian Endeavor United Methodist Church, Inc., to use for ingress and egress to such Church's abutting property that portion of the above described premises as is paved and put into use as a drive.