

Ohio Community School Contract  
Mahoning County High School  
DBA Mahoning Valley Community School



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## Community School Contract

This Ohio Community School Contract (the "Agreement"), effective the 1st day of July 2022, is made and entered into between the Ohio Department of Education (the "Sponsor") and the governing authority ("Governing Authority") of Mahoning County High School dba Mahoning Valley Community School, a public community school organized as an Ohio public benefit corporation (the "School") (collectively, the "Parties").

### Background Information

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

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

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

### Provisions

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

## Section 1 Charter and Term

- A. The Sponsor agrees that the Governing Authority may continue to operate a start-up, brick and mortar, dropout prevention and recovery Ohio public community school as permitted by law, subject to all applicable federal regulations and laws, the laws of the State of Ohio and to the terms of this Agreement.
- B. This Agreement is effective as of July 1, 2023 and shall continue through June 30, 2028. Any renewal of the School shall be subject to the School meeting requirements of this Agreement including performance standards and meeting the application criteria of the Sponsor, and is subject to the provisions of ORC 3314.07.
- C. The Governing Authority may carry out any act or ensure the performance of any function that is in compliance with Ohio Community School Law (ORC Chapter 3314), the Ohio Administrative Code, and all relevant federal and state laws, as well as those outlined in this Agreement.
- D. Before executing this Agreement, the School's Governing Authority must pass a resolution in a public board meeting approving the Community School Contract and authorizing one or more individuals to execute this Agreement for, and on behalf of the School's Governing Authority, with full authority to bind the School's Governing Authority.
- E. The Governing Authority shall employ an attorney independent from the Sponsor and the Operator (education management organization or charter management company), if applicable, 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 required 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 be limited to 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 current 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 or not more than 50 miles from the School. No member of the Governing Authority shall serve on the Governing Authority of more than five (5) community schools at the same time 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 Governing Authority of the School 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 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.** All Governing Authority members shall undergo an annual verification 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 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 **October 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, as defined in ORC 3314.02(E)(1), or business associates employed by any of the following within the previous three (3) years:
- The Sponsor;
  - The operator as defined by ORC 3314.02(A)(8);
  - 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 **October 30** of each year or **within thirty (30) days of becoming a member** of the Governing Authority:
- Resume or biographical vitae;
  - 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. At all times, the Sponsor's designee shall be granted all rights and privileges associated with being an ex-officio 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 five (5) hours of required training annually 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 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, Fiscal Management, Community School Governance, Compliance and/or training that addresses relevant subject matter 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. Virtual or in-person trainings lasting sixty (60) minutes or less should not warrant compensation.

## **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 least seven (7) business days prior to the scheduled meeting. 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, along with a telephone call invitation. 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 Required 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, contracts, and expenditures as stated in Section 15 prior to presentation to the Governing Authority for approval.

## **2.11 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 7.3. Failure to comply with this section may result in immediate action by the Sponsor up to and including immediate termination.

# **Section 3 School Leadership**

## **3.1 Community School Leadership**

Superintendent is responsible for the daily operations of the School. The Governing Authority authorizes Superintendent, 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 modification to the organizational structure must be submitted in writing to the Sponsor as a contract modification request prior to implementation.

### **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. 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 30<sup>th</sup> by teaching the minimum number of students permitted by this Agreement in Section 13.3, 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 to attend all required trainings provided by the Sponsor (for which at least seven (7) days' notice is provided). 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 the Sponsor is an authorized representative of a state educational authority and that Sponsor officials have a legitimate educational interests in education records which contain personally identifiable information of a student (provided that such information is redacted) within the meaning of the Family Educational Rights and Privacy Act ("FERPA") and its corresponding regulations. 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; and,
- Inspection reports of the facility or facilities.
- Any corrective action notices, threat of pending lawsuit or legal proceedings.

#### **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 of Education, 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 will notify the School if its written response is satisfactory or if the School needs to take further action to resolve 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 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 that are agreed to by the School and Sponsor. These goals may be amended from time to time based upon review of data, such amended goals may be altered after approval by the Sponsor and the Governing Authority. The academic and report card performance goals and targets may be amended by the Sponsor to include any new report card measures that may be added during the term of this Agreement. 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 current Sponsor's Performance Framework, which may be amended to reflect changes to the school report card measures as amended by rule or statute, is attached as **Appendix 2**.

#### **4.5 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 the Family Educational Rights and Privacy Act ("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. The School shall timely make available to the Sponsor, 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 above 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 amended during the term of this Agreement.

### **5.2 Minimum number of Students**

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**

Comply with ORC 9.90 (Purchase or procurement of insurance), 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, (Institution receiving children required to make report), 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 (Fourth grade reading capability), 3313.609 (Grade promotion and retention policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services),

3313.6013 (Dual enrollment program 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, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil; from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.669 (Establishing Threat Assessment Teams), 3313.6610 (Registration with SaferOH), 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 auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7112 (Diabetes care), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food 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), 3319.077-.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), 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 or 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 screenings), 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 (Emergency management plans including revisions established via House Bill 404), 5502.703 (Ohio school safety and crisis center) 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 Chapter 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.

If the School is a high school program and will be offering career technical or CBI programs, the plan description for these programs must be included in the educational plan and must comply with the criteria for student participation in ORC 3314.08(H)(2).

#### **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)**

Ensure all 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)**

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 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 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)**

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 3301.52 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 of the School 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 periodic notification to parents.

The Governing Authority of the School 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.

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 the General Assembly. All references in this Agreement to Ohio Revised Code (ORC) Sections shall refer to 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**

As organized by the Sponsor, the Governing Authority of the School and the Sponsor must meet at least once yearly, to review the terms and provisions of this Agreement. The Governing Authority and Sponsor may consider modifying the contract if mutually approved by 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 3314.50 or as otherwise provided for by law. If the School is operated by an operator as defined by ORC 3314.02(A)(8), the operator may deposit cash in the amount of \$50,000 or provide a written guarantee of payment which shall obligate the management company 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); OEDS 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. 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 Sponsor no later than four (4) months after the end of each fiscal year the reports that will be generated and submitted to the Ohio Auditor of State and are statutorily due to the Auditor 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.

The costs of the audit shall be paid by the School. Prior to ordering the special financial audit, the Sponsor shall notify the School Governing Authority of its intention to order a special 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 within twenty-four (24) hours 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 have resulted in harm to students or others, 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 immediately 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 School Governing Authority or School employees for any reason. If the arrest, dismissal or resignation of any member of the School 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 School 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 below along with projected due dates for the current school year. Timely notification 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, 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 15<sup>th</sup> of each month** in the format and with attachments prescribed by the Sponsor 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 15<sup>th</sup> of each month.**

A detailed monthly accounting of the nature and costs of goods and services that the operator provided to the School pursuant to ORC 3314.024 regardless of whether the operator received more than twenty percent (20%) of the School's gross annual revenues.

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

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

## **8.4 Projected Enrollment**

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

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

Annual School budget approved by Governing Authority pursuant ORC 3314.032 with evidence of Governing Authority approval (resolution) shall be submitted in final form to the Sponsor two weeks prior to submission to the Department (October 31) of each year. The Annual Budget submission to the Sponsor must be accompanied by a resolution adopted by the Governing Authority approving the Annual Budget.

Any adjustments made to the annual budget and approved by the Governing Authority must be submitted to the Sponsor within five (5) days of approval.

Five-year forecasts approved by the Governing Authority are required by Ohio law twice per year. These forecasts, with evidence of Board approval are required to be submitted to the Sponsor two weeks in advance of submission to the Department (November and May).

## **8.6 End of Year Cash Balance**

Provide a report of the end of year cash balance of the school within 30 days of the end of the fiscal year.

## **8.7 School calendar**

**No later than April 1** of each fiscal year provide the school calendar for the upcoming school year to the Sponsor and all school districts that provide transportation of students.

### **8.8 Health and Safety Reports**

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

### **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 3313.669, 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**

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 – 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 each community school with responsibility for fiscal operations or authorization to expend money on behalf of the School as required by Sponsor Opening Conditions 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 Conditions 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, 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 proximately 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, 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 in accordance with Section 19.3 of this Agreement. 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 corrective action 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:
  - 1. Review and revise the plan if it is reasonably determined that the plan is not effective in remedying the deficiency.
  - 2. Make progress toward achieving its goals and objectives as described in this Agreement after a reasonable period of time.
  - 3. Achieve Sponsor requirements; or
  - 4. Implement its educational program as described in this Agreement after a reasonable period of time, or
  - 5. 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 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 video-conference, as determined by the Parties.
- D. Independent Monitor. If, in the Sponsor's sole discretion, the Sponsor determines that the School's violations of law or this Agreement require outside monitoring and/or assistance, the Sponsor may require the School to hire an independent monitor at the School's expense. The expenses and qualifications must be reasonable and fit within the School's budget to oversee the implementation of the improvement plan submitted, after giving the School an opportunity to cure any perceived deficiencies.

- E. 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 his designee shall be given an opportunity to meet with the Director of the Office of School Sponsorship or his designee to discuss the notice within five (5) business days.
  3. If the breach is not cured within the time specified in the notice, the Sponsor may apply remedies as provided in this Section.

### **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 this section. 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 Charter 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. Notice of intent to non-renew or terminate the Agreement must be submitted to Sponsor by January 15<sup>th</sup> 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.

### **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 pursuant to the provisions of ORC 3314.034; however, the Sponsor requires notice of School's intent to non-renew its Agreement with the Sponsor no later than January 15<sup>th</sup> of the year of expiration.

## **Section 11 School Operations**

### **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 School's 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 1.2(C) 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. The shall address public officers, ethics, conflict rules, corporate conflict rules, and if an Internal Revenue Code (IRC) tax exempt entity conflict rules.

### **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 as defined by ORC 3314.02(A)(8) 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 and comply with the requirements in Section 15.

Upon receiving Sponsor approval of the operator or management company agreement, the School shall provide a copy of the final signed agreement between the operator or management company and the Governing Authority within **ten (10)** business days of entering into, modifying or renewing any Sponsor approved operator contract, and such contract will become an Attachment to this Agreement.

If the School is considering a change in operator, the Sponsor must be notified and a request for contract modification must be submitted with the proposed agreement identifying the roles, responsibilities, fees and any changes in the educational or operational plan for the School. The request for contract modification along with the proposed operator or management company agreement shall be submitted to the Sponsor in writing sixty (60) days prior to the School entering into a new agreement for management. Any change in operator shall require a contract modification approval of the Sponsor, which shall not be unreasonably withheld.

The School shall ensure that it follows applicable law including standards as provided in Section 15.6. The School will ensure that all transactions with the operator are arms-length transactions and in compliance with conflicts of interest policies.

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

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

- The criteria to be used for early termination of the operator;

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

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

#### **11.4 Volunteer Requirements**

Any requirement adopted by the School that requires parents to commit to or accrue a number of 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.

## **Section 12 School Operating Requirements**

### **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 Section 12.1 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 shall conduct an annual performance evaluation of the superintendent/principal/school leader of the School. The evaluation shall be reported to the Sponsor. The Sponsor shall review the evaluation and may use information contained in the evaluation as part of the School's annual performance evaluation. 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 Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009", Pub.L. No 111-5, 123 Stat. 115.

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 operations and 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, a copy of the current Sponsor's Performance Framework, which may be amended to reflect changes to the school report card measures as amended by rule or statute, is 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. The School shall complete an evaluation of any operator or management company with whom the School contracts annually by December 31 in compliance with the standards set forth and developed by the Governing Authority of the School which shall at a minimum review the operator or management company's compliance with its contract.

Annual Evaluation of Treasurer or Fiscal Officer. The School shall complete an evaluation of the fiscal officer or treasurer annually by December 31. The evaluation shall at a minimum review the fiscal officer or treasurer's compliance with its contract and compliance with reporting of monthly financial information to the Sponsor. A copy of the evaluation will be provided to the Sponsor.

### **12.3 Compliance with Sponsor Requests**

The Governing Authority and 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 Ohio Department of Education 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 aggregated with an excess of 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 ensure precautions are taken in the event of potential closure, the School shall maintain at least one month of operating expenses in its bank account or establish an escrow account with at least \$5,000 solely established 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.

### **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 7 through grade 12. 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 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.

The School shall limit enrollment of students accepted through the process outlined in Section 13.4 Admissions Procedures, 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(G) and the school admission and lottery policies.

#### **13.4 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**.

#### **13.5 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 Individualized Education Plan (IEP) or Section 504 Plan and Evaluation Team Report (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 Sponsor requirements and procedures concerning the education of students with disabilities;
- When a student who has intensive service needs as identified by an IEP Team applies for admission into the School, the School Principal, or another designated administrator as provided under state and federal law, shall convene an IEP Team meeting; and,
- Upon admission of any disabled student, the School shall comply with federal and state laws regarding the education of such students.

#### **13.6 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.

#### **13.7 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 that due process related thereto and is 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 disabled students 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 disabled students.

#### **13.8 Continuing Enrollment**

Pursuant to Ohio law, students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion or graduation and unless the student is properly withdrawn from the school.

#### **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, the Family Educational Rights and Privacy Act (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**, School 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 current Sponsor's Performance Framework, which may be amended to reflect changes to the school report card measures as amended by rule or statute, attached as **Appendix 2**. The School 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.

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

The School shall endeavor to meet or exceed Sponsor standards established for the School in the areas of academics, finance, governance and operations. The School shall be provided an evaluation of the academic performance after the release of the local report card. A copy of the current Sponsor's Performance Framework, which may be amended to reflect changes to the school report card measures as amended by rule or statute, is attached as **Appendix 2**. The School acknowledges that these goals and indicators may change over time and that the Sponsor agrees to provide the School with prior notice and an opportunity for input into any proposed changes.

### **14.3 Academically Exceptional Students**

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

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

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

If the School operates a specialized program as identified in Section 1, the School shall comply with the Specialized Program Requirements set forth in **Appendix 4**.

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

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

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

The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment tools, and such changes shall be reflected in **Attachment 6**. The School shall satisfy the Sponsor performance standards outlined in the current Sponsor's Performance Framework, which may be amended to reflect changes to the school report card measures as amended by rule or statute, attached as **Appendix 2**, and such other standards required by law or recommended by the Sponsor and agreed to by the School. The Governing Authority shall give the Sponsor advanced written notice of its desire to update the Education Plan as included in **Attachment 6** by submitting a request for contract modification identifying requested changes to the Education Plan, including but not limited to modifications made to the curriculum, assessment tools, or other material changes to the School's educational model as detailed in **Attachment 6** to this Agreement. Such changes will not be implemented without prior written approval by the Sponsor.

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

#### **14.6 Graduation Requirements**

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

#### **14.7 English Learners**

The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional

program. The School shall follow the State's procedures for identifying, assessing and educating English language learners.

#### **14.8 Education of Students with Disabilities**

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

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

The School shall direct the development and/or modification of any IEPs, ETRs or 504 Plans for special education students enrolled in the School.

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

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

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

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

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

#### **14.10 Assuring Adequate Yearly Progress**

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

## **Section 15 Financial**

### **15.1 Funding**

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

enrollment, student residency information, and any special education information. Should the School receive a notice of overpayment directly or indirectly from the Department resulting from the School's over reporting FTE in EMIS, the School shall notify the Sponsor within two (2) business days of such notice with a plan for repayment of any overpayment.

### **15.2 Financial Reporting**

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

The School shall provide a financial plan detailing an estimated School budget for each fiscal year of this Agreement and specifies the total estimated per pupil expenditure amount for each year as **Attachment 11**. Each year of this Agreement, on or before **June 30**, a revised School financial plan shall be submitted by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for each fiscal year of the Agreement and must show a positive cash flow in the first three (3) years. Revenues shall include the base formula amount that will be used for purposes of funding calculations under ORC 3314.08. The base formula amount for each year shall not exceed the formula amount defined under ORC 3317.02. All projected and actual revenue sources must be included in the plan and projected expenses must include the total estimated per-pupil expenditure amount for each year. The plan shall also specify for each year a percentage figure to be used for reducing the per-pupil amount of the subsidy calculated pursuant to ORC 3317.029 that the School is to receive that year under ORC 3314.08. The Financial Plan must describe the School's financial controls.

### **15.3 Fiscal Officer**

The Governing Authority shall designate a fiscal officer that is responsible for fiscal operations of the School. **All money received by the School shall be placed in the custody of the fiscal officer.** The designated fiscal officer shall be appropriately licensed and required to execute a bond in an amount and with surety as approved by the Governing Authority. The bond shall be payable to the State, 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 Licensed 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 shall be independent from the operator with which the School has contracted and must control all School funds. The Department will not approve any waivers to allow the operator or management company 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. This provision must be included in the fiscal officer's contract with the School's Governing Authority.

The fiscal officer shall work with the School's finance committee which shall be a committee of the Governing Authority. The finance committee shall review all contracts, budgets, forecasts, federal fund plans and expenditures (plan before expenses), disbursements, and monthly financial documents to ensure that the school remains fiscally viable and that it follows the annual budget and forecasts. The finance committee shall review any changes or modifications contracts, budgets, forecasts, and , federal fund plans and expenditures (plan before expenses).

If the School should be declared unauditible under ORC 3314.51, the Governing Authority shall suspend and replace the fiscal officer and require his/her dedication to assist any replacement fiscal officer(s). The School agrees that the fiscal services agreement will state that the fiscal officer is primarily responsible for all closing 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 Schools 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 Sponsor may with thirty (30) days written notice to the Governing Authority, 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 as set forth in ORC 3314.029(C). 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 a \$50,000 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 law, 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 treasurer 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**

On or before **October 15** of each year, the School shall submit to the Sponsor its proposed balanced budget for the current school year along with a resolution approving the budget for Sponsor review for statutory compliance and compliance with the terms and conditions of this Agreement. The School's annual budget shall ensure that the School carries at least one-month's cash reserves to continue operation of the School. The budget shall be prepared in accordance with ORC 3314.032 and the Department Guidance. 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 School's 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. All contracts must be reviewed by the Governing Authority's finance committee.

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 his/her 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 meeting with the Auditor. The Sponsor shall maintain a presence at any and all meetings with the Auditor. 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. The School shall notify the Sponsor of all meetings with the Auditor of State or their designee. 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 the President 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 and Governing Authority approval of the application during an open meeting. The Governing Authority may not permit an application for a loan to be submitted without prior approval by the Sponsor and Governing Authority approval and vote during a public meeting.

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

Should the School seek a loan from the School's operator or management company, the School must obtain approval from the Sponsor and provide evidence that said loan is in the best interest of the School. The fiscal officer must oversee the repayment of the loans and obtain a written loan agreement with interest at the fair market rate and include a date by which the loan is due and payable.

#### **15.11 Fiscal Year**

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

## **Section 16 Employees of the School**

### **16.1 Employment of Teachers**

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

### **16.2 Employee Status**

All employees hired by the School or the operator shall be employees of the School or operator, respectively, and shall not be employees of the Sponsor. All employee discipline decisions shall be made by the employee's employer. The Sponsor shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's community school application. The Handbook may be amended or revised at the discretion of the School. The School shall develop requirements and procedures for the disposition of employees in the event the School's Agreement is terminated or not renewed pursuant to ORC 3314.07.

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

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

### **16.4 Employee Benefits**

The School must provide health and other benefits to all full-time employees, as set out in **Attachment 13**. **Attachment 13** may be amended by the School from time-to-time; however, all such amendments shall be provided to the Sponsor in writing within three (3) business days of amendment or change. In

the event certain employees have bargained collectively pursuant to ORC Chapter 4117, the collective bargaining agreement supersedes **Attachment 13** to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Agreement.

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

### **16.5 Required Training for Teachers**

Each person employed by the School as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the School, and every five (5) years thereafter. Prior to opening day, the School will provide the Sponsor with proof of Ohio licensure/certification in each teacher's represented field and credentials and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator. Each classroom teacher initially hired by the School on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education. If the School is ranked in the lowest ten percent (10%) of all public-school buildings according to performance index score, the School Governing Authority shall require each classroom teacher currently teaching in a core subject area in the building to demonstrate expertise by examination.

## **Section 17 Sponsor Fee**

The Sponsor has considered and evaluated the oversight, technical assistance, and monitoring it will provide to the School, for and in consideration of providing these services to the School, the School shall pay the Sponsor a fee of three percent (3%) of the total amount of foundation payments received each year by the School from the State of Ohio. The fees are calculated from the Department issued community school settlement report identifying the amount of state funds paid to the School for the invoice period. The sponsor fees shall be identified on the School's settlement statement and the School agrees to permit the Ohio Department of Education automatically deduct the sponsor fee from the School's base foundation payments each month. Payments shall be made by the 30<sup>th</sup> day of each month, except for February which shall be on the 28<sup>th</sup> 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

1321 underpayment will be paid following the Department of Education’s final fiscal year adjustments known  
1322 as “final number 2”.

### 1323 Section 18 School Facility

1324 The School is authorized to locate and operate at 2026 South Avenue, Youngstown If the location is  
1325 leased, the lease shall be signed unless it is in accordance with the budget approved by the Governing  
1326 Authority and on file with the Sponsor. The Sponsor shall have the right to inspect and approve the site  
1327 before the lease is signed. Approval of the site shall not be unreasonably withheld, conditioned, or  
1328 delayed, however, the Governing Authority must timely comply with ORC 3314.19 annually as to all  
1329 matters of assurances required by law, regardless of whether the facility is leased or purchased. The  
1330 School shall include in the lease a contingency stating that the lease expires at the end or termination of  
1331 the School’s Community School Contract or some other contractual protection so that the School does  
1332 not get burdened with the lease if it loses the Community School Contract or its funding from the State  
1333 of Ohio. The lease cannot contain any balloon or payout provisions resulting from a breach or missed  
1334 payment. Any facility used for the School shall meet all health and safety standards established by law  
1335 for school buildings. Any lease agreement entered into by the Governing Authority to lease a facility for  
1336 the School must contain a provision that it is an express condition of the lease that the facilities leased  
1337 meet all health and safety standards established by law for school buildings.

1338 Prior to entering into any lease or purchase agreements, the Governing Authority shall obtain an opinion  
1339 from an independent licensed professional in the real estate field that verifies the lease or purchase  
1340 agreement is commercially reasonable at the time and provides the fair market value of the property.  
1341 This opinion shall be attached as an addendum to the lease or purchase agreement.

1342 A description of the facility; a copy of the lease, deed, or other facility agreement; the annual costs  
1343 associated with leasing the facility or annual mortgage principal and interest payments are attached as  
1344 **Attachment 14**. Subsequent amendments, modifications or renewals thereof of the lease and all related  
1345 documents shall be provided to the Sponsor to update this Agreement. **Attachment 14** will include the  
1346 physical and/or mailing address utilized by the School. The School shall obtain all applicable use permits  
1347 or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as  
1348 a school. The Sponsor shall have access at all reasonable times to any such facilities for purposes of  
1349 inspecting the same and as provided in Section 4.1 of this Agreement.

1350 The Governing Authority recognizes the rights of public health and safety officials to inspect the facilities  
1351 of the School and to order the facilities closed if those facilities are not in compliance with health and  
1352 safety laws and regulations.

1353 The Department as the community school oversight entity has the authority to suspend the operations  
1354 of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at  
1355 the School that poses an imminent danger to the health and safety of the School’s students and  
1356 employees and the Sponsor refuses to take such action.

### 1357 Section 19 Renewal of Sponsorship Process

#### 1358 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 of this Agreement and review of the School's score over the term of the Community School Contract on the Sponsor's performance framework evaluation as described in Section 12.2. 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 or an application for any of the grounds provided by state law, ORC 3314.07, as they exist now or may be amended; upon the failure of the School to meet renewal criteria, or 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 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 15<sup>th</sup> 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 Community School Contract shall take precedence over the Application.

### **20.2 Amendments**

This Agreement maybe amended or modified to reflect changes in Ohio Revised Code, Ohio Administrative Code or any federal regulations. Such amendments will be submitted to the School's 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 School's 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 School Governing Authority and executed by authorized representatives of the Parties.

### **20.3 Merger**

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

### **20.4 Non-Assignment**

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

### **20.5 Governing Law and Enforceability**

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

**20.6 No Third-Party Beneficiary**

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Sponsor and the School subject to Section 10 of this Agreement. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

**20.7 No Waiver**

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

**20.8 Notice**

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

<p><b>Sponsor:</b></p> <p>Director  Office of Ohio School Sponsorship  Ohio Department of Education  25 South Front Street  Columbus, Ohio 43215-4183</p>	<p><b>School:</b></p> <p>Mahoning County High School</p>
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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.

<p><b>Ohio Department of Education</b></p> <p><i>Stephanie K. Sidders</i> <sup>(BFF)</sup></p> <hr/> <p>Stephanie Siddens, Ph.D. Interim Superintendent of Public Instruction</p>	<p><b>School</b></p>  <hr/> <p>By: <i>[Signature]</i></p> <p>Its: <i>Board Vice Chair</i></p>
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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, 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 Fully Executed 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					
		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	6	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	6	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	
3.	Mission Specific Sponsorship Contract S.M.A.R.T Goals	6	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 -where school is located	6	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	6	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	6	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	
<b>TOTAL PAGE 1 OF ACADEMIC INDICATORS (42 points available)</b>		<b>42</b>	<b>42</b>				

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	3	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	
9.	Graduation Rate -- 4 Year	3	89-100%	84-88.9%	79-83.9%	Below 79%	N/A
10.	Graduation Rate -- 5 Year	3	90-100%	85-89%	80-84%	Below 80%	N/A
11.	Graduation Rate -- 6 Year	3	90-100%	85-89%	80-84%	Below 80%	N/A
12.	Graduation Rate -- 7 Year	3	90-100%	85-89%	80-84%	Below 80%	N/A
13.	Graduation Rate -- 8 Year	3	90-100%	85-89%	80-84%	Below 80%	N/A
14.	K-3 Literacy Improvement	3	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	Not Rated
17.	Gap Closing)	3	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 (Average of indicator)	3	60.0-100%	30.0-59.9%	10-29.9%	0-0.9%	N/A
19.	College, Career, Workforce, Military Readiness	3	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	N/A
20.	Chronic Absenteeism	3	5% or less	10% -6%	11% - state interim goal for the measured year	exceeds state interim goal for the measured year	
21.	English Learner Gap Closing	3	Scores show significant evidence of closing achievement gaps between state average and English Learner students	Scores show evidence of closing achievement gaps between state average and English Learner students	Scores meet the state average for non-English Learner students and English Learner students	Scores show evidence that the school is not closing achievement gaps between state average and English Learner students	Not Rated
22.	Number of 12th Grade Students Earning Points for Graduation	3	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
23.	Local Assessments	3	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	

**Office of Ohio School Sponsorship Performance Framework**

School Name	School IRN#					
26. Overall Report Card Grade Compared to 3 Similar Community Schools AS SELECTED BY THE SPONSOR AND APPROVED BY THE SCHOOL 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		
28. K-3 Early Literacy Literacy Measured beginning with the 23-24 report card	3	(3) Year Average Grade is 4 or 5 stars	(3) Year Average Grade is 3 stars	(3) Year Average Grade is 2 stars	(3) Year Average Grade is 1 star	
29. Progress Grade Measured beginning with the 23-24 report card	3	(3) Year Average Grade is 4 or 5 stars	(3) Year Average Grade is 3 stars	(3) Year Average Grade is 2 stars	(3) Year Average Grade is 1 star	
<b>TOTAL PAGE 2 OF ACADEMIC INDICATORS (51 points available)</b>	<b>51</b>	<b>51</b>				
TOTAL PAGE 2 OF ACADEMIC INDICATORS	51					
TOTAL PAGE 1 OF ACADEMIC INDICATORS	42					
TOTAL OF ACADEMIC INDICATORS	93					
TOTAL OF (3) YEARS OF DATA	0	0				
TOTAL OF ACADEMIC INDICATORS	93					
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS	93	100%				

ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS DOPR SCHOOLS						
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESSING TOWARD STANDARDS (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
8. Achievement Grade		Exceeds Standard	Meets Standards		Does Not Meet Standards	
9. Graduation Rate -- 4 Year		Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
10. Graduation Rate -- 5 Year		Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
11. Graduation Rate -- 6 Year		Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
12. Graduation Rate -- 7 Year		Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
13. Graduation Rate -- 8 Year		Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
14. Combined Graduation Rate		Exceeds Standard	Meets Standards		Does Not Meet Standards	Not Rated
15. Value Added		A or B	C		F	Not Rated
16. 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	
17. High School Test Passage Rate		36.0-100%	1.0-35.9%	0-0.9%		N/A
18. Number of 12th Grade Students Earning Credentials		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 (graduates during the review year) Earned Competency Scores or above on ELA 2 and Algebra 1		More than 60% of Students Earned Competency Scores on Both Assessments	59% -40% of Students Earned/Earned Competency Scores on Both Assessments	A Majority of Graduates Earned a Competency Score on At Least 1 Assessment	Less than 50% of Students Earned a Competency Score on At Least 1 Assessment	N/A
20. Local Assessments (Star Assessment)		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	
22. Overall Report Card Grade Compared to All Other Dropout Prevention and Recovery Schools Sponosed by OSS		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		
<b>TOTAL PAGE 2 OF ACADEMIC INDICATORS (42 points available)</b>	<b>0</b>	<b>0</b>				
TOTAL PAGE 2 OF ACADEMIC INDICATORS	0					
TOTAL PAGE 1 OF ACADEMIC INDICATORS	0					
23. COMBINED OVERALL ACADEMIC INDICATOR RATING (BOTH SECTIONS FOR DROPOUT PREVENTION AND RECOVERY SCHOOLS)	0					
TOTAL OF (3) YEARS OF DATA	0	0				
TOTAL OF ACADEMIC INDICATORS	0					
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS	0	0%				

**Office of Ohio School Sponsorship Performance Framework**

School Name		School IRN#					
OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS							
MOST RECENT COMPLETED SCHOOL YEAR	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	3	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	3	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	3	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	3	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 15 available)		15	15				

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS							
MOST RECENT COMPLETED SCHOOL YEAR	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	
6.	On-time Records and Survey Submission	3	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	3	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	3	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	3	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)	
10.	Site Visit Compliance	3	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	3	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	3	N/A	Emergency Management Plan approved and current	N/A	Emergency Management Plan NOT submitted on time, approved or expired	

Office of Ohio School Sponsorship Performance Framework

School Name	School IRN#
TOTAL LEGAL INDICATORS (out of 21 available)	21

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	3	(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	3				
TOTAL OF LEGAL INDICATORS	21	100%				
TOTAL OF ORGANIZATION AND OPERATIONS INDICATOR	15	100%				
TOTAL OF 3 YEARS OF DATA, LEGAL INDICATORS AND ORGANIZATION AND OPERATIONS INDICATORS	39	100%				

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	6	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)	6	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	6	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 deadline	No more than (2) financial reports or responses submitted no more than (5)	Between (3-4) financial reports or responses submitted no more than (5)	More than (4) financial reports submitted late or any responses more than (5) days	
8. Pre- and/or Post Audit	6	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	6	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 (60 available points)	60	60				

FISCAL 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) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
11. Combined Overall Fiscal Indicator Rating	3	(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)	3	3				
TOTAL CURRENT YEAR FINANCIAL INDICATORS	60	100%				
TOTAL (3) YEARS OF DATA AND TOTAL FINANCIAL INDICATORS	63	100%				

OVERALL SCHOOL PERFORMANCE TARGETS AND METRICS SUMMARY		
		RUBRIC RATING
ACADEMIC SCHOOL PERFORMANCE	93	100%
COMPLIANCE SCHOOL PERFORMANCE	39	100%
FISCAL SCHOOL PERFORMANCE	63	100%
TOTAL SCHOOL PERFORMANCE	195	100%

# 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
11/04/2008	200830802766	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

**Receipt**

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

MAHONING COUNTY JUVENILE COURT COMMUNITY ADVISORY BOARD INC  
300 E. SCOTT ST.  
YOUNGSTOWN, OH 44505

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1816146

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

**THE MAHONING COUNTY HIGH SCHOOL**

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

Document(s)

**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):

**200830802766**



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 3rd day of November,  
A.D. 2008.

Ohio Secretary of State



Prescribed by:

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

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

Expedite this Form: (Select One)	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 <small>** Requires an additional fee of \$100 **</small>
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43260

RECEIVED

NOV 09 2008

SECRETARY OF STATE

**INITIAL ARTICLES OF INCORPORATION**  
(For Domestic Profit or Nonprofit)  
Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

**(CHECK ONLY ONE (1) BOX)**

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

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

FIRST: Name of Corporation The Mahoning County High School

SECOND: Location Youngstown Mahoning  
(City) (County)

Effective Date (Optional) 11/1/2008 Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.  
(mm/dd/yyyy)

Check here if additional provisions are attached

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

THIRD: Purpose for which corporation is formed

Operate an alternative educational school for troubled area youth.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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) 0  
(No. of Shares) (Type) (Par Value)

(Refer to instructions if needed)

**Completing the information in this section is optional**

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

Anthony M. D'apolito  
(Name)  
300 E. Scott Street  
(Street)      NOTE: P.O. Box Addresses are NOT acceptable.

Youngstown      Ohio      44505  
(City)      (State)      (Zip Code)

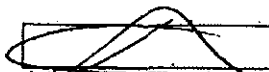
Tom Robey  
(Name)  
280 6th Street  
(Street)      NOTE: P.O. Box Addresses are NOT acceptable.

Campbell      Ohio      44505  
(City)      (State)      (Zip Code)

Harold Yanniaki  
(Name)  
860 Glenbrook Rd.  
(Street)      NOTE: P.O. Box Addresses are NOT acceptable.

Boardman      Ohio      44512  
(City)      (State)      (Zip Code)

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

  
 Authorized Representative

10-27-08  
 Date

Anthony M. D'apolito  
 (print name)

\_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 (print name)

\_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 (print name)

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

### ORIGINAL APPOINTMENT OF STATUTORY AGENT


The undersigned, being at least a majority of the incorporators of The Mahoning County High School hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Anthony M. D'apolito  
(Name)

300 E. Scott Street  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

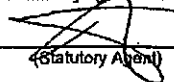
Youngstown, Ohio 44505  
(City) (Zip Code)

Must be authenticated by an authorized representative

 Authorized Representative	10-27-08 Date
Authorized Representative	Date
Authorized Representative	Date

#### ACCEPTANCE OF APPOINTMENT

The Undersigned, Anthony M. D'apolito, named herein as the Statutory agent for, The Mahoning County High School, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature:   
(Statutory Agent)



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/27/2009	200908501748	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	.00	.00	.00	10.00

**Receipt**

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

RICHARD VENDETTI  
300 EAST SCOTT STREET  
YOUNGSTOWN, OH 44505

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jennifer Brunner**

1816146

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

**MAHONING COUNTY HIGH SCHOOL**

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

Document(s)

**DOMESTIC/AMENDMENT TO ARTICLES**

Document No(s):

**200908501748**



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 26th day of March, A.D.  
2009.

Ohio Secretary of State



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

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

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

RECEIVED

MAR 26 2009

SECRETARY OF STATE

**Certificate of Amendment by Shareholders or Members**

(Domestic)

Filing Fee \$50.00

**(CHECK ONLY ONE (1) BOX)**

<b>(1) Domestic for Profit</b>	<b>PLEASE READ INSTRUCTIONS</b>	<b>(2) Domestic Nonprofit</b>	<input type="checkbox"/> Amended (122-AMAP)	<input type="checkbox"/> Amendment (125-AMDS)	<input type="checkbox"/> Amended (126-AMAN)	<input checked="" type="checkbox"/> Amendment (128-AMD)

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

Name of Corporation: Mahoning County High School

Charter Number: 1816146

Name of Officer: Anthony D'Apolito

Title: Director

Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

A meeting of the  shareholders  directors (nonprofit only)

members was duly called and held on \_\_\_\_\_ (Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise \_\_\_\_\_ % as the voting power of the corporation.

In a writing signed by all of the  shareholders  directors (nonprofit amended articles only)

members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.

**Clause applies if amended box is checked.**

Resolved, that the following amended articles of incorporations be and the same are hereby adopted to supercede and take the place of the existing articles of incorporation and all amendments thereto.

**All of the following information must be completed if an amended box is checked. If an amendment box is checked, complete the areas that apply.**

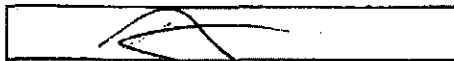
**FIRST:** The name of the corporation is: Mahoning County High School

**SECOND:** The place in the State of Ohio where its principal office is located is in the City of:  
Youngstown Mahoning  
(city, village or township) (county)

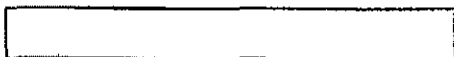
**THIRD:** The purposes of the corporation are as follows:  
 1. Said organization is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501c3 of the Internal Revenue Code or the corresponding section of any future federal tax code. 2. Upon dissolution of the organization assets shall be distributed for one or more exempt purposes within meaning of section 501c3 of the Internal Revenue Code or corresponding section of any future federal tax code, or shall be distributed to the federal government or to a state or local government for a public purpose. Any such assets not disposed of by the Court of Commona Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations as said court shall determine which are organized and operated exclusivly for such purposes.


**FOURTH:** The number of shares which the corporation is authorized to have outstanding is: \_\_\_\_\_  
 (Does not apply to box (2))

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

  
 Authorized Representative  
Anthony D'Apolito  
 (Print Name)

FEB 24, 2009  
 Date

  
 Authorized Representative  
 \_\_\_\_\_  
 (Print Name)

  
 Date

**Amendments to Mahoning County High Schools Articles of Incorporation:**

**A.** Said organization is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501c3 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**B.** Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501c3 of the Internal Revenue Code or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**C.** The Mahoning County Educational Services Center is a governmental organization.

**Non-Discriminatory Policy**

The Mahoning County High School shall seek to achieve racial and ethnic balance reflective of the community it serves by publicizing and marketing the MCHS in, and recruiting students from, all segments of such community. Any student facing legal proceedings within the Mahoning County Juvenile system is eligible to apply for enrollment. The MCHS shall provide notices to students, parents, employees and the public that all educational programs are available without regard to race, creed, color, handicapping condition or sex. Further, the Mahoning County High School shall provide the nondiscrimination notice in such media as newsletters, annual reports, administrative reports, program information, handbooks, application forms, and promotional materials.

# Attachment 2



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

MAHONING COUNTY HIGH SCHOOL  
2725 GIBSON STREET  
YOUNGSTOWN, OH 44502

Date:  
09/01/2022  
Employer ID number:  
26-2299482  
Person to contact:  
Name: Ms. Chien  
ID number: 32071  
Telephone: 877-829-5500  
Accounting period ending:  
June 30  
Public charity status:  
170(b)(1)(A)(ii)  
Form 990 / 990-EZ / 990-N required:  
Yes  
Effective date of exemption:  
May 15, 2011  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053494010922

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

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

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

# Attachment 3

# MAHONING COUNTY HIGH SCHOOL MAHONING VALLEY COMMUNITY SCHOOL



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*Jennifer B. Merritt, Superintendent*

Mahoning Valley Community School  
Governing Board Members 2023-2024

Reverend Lewis Macklin, President  
[lwmacii@aol.com](mailto:lwmacii@aol.com)

Attorney Richard White, Vice Chair  
[richnwhite@yahoo.com](mailto:richnwhite@yahoo.com)

Joseph Nohra  
[Jsnbear1@gmail.com](mailto:Jsnbear1@gmail.com)

Dr. Rashid Abdu  
[Raa1@neomed.edu](mailto:Raa1@neomed.edu)

Carole Weimer  
[cweimer@aol.com](mailto:cweimer@aol.com)

# Attachment 4

**THE MAHONING COUNTY HIGH SCHOOL GOVERNING AUTHORITY  
BOARD OF DIRECTORS'  
BY-LAWS**

**SECTION I  
GENERAL ORGANIZATION**

**1.01 Name:** The official name of this body shall be The Mahoning County High School Governing Authority Board of Directors (the "Board").

**1.02 Address:** The official mailing address for the Board shall be:

The Mahoning County High School  
ATTN: The Honorable Judge Theresa Dellick  
300 East Scott Street  
Youngstown, Ohio 44505

**1.03 Telephone Numbers:** The official telephone numbers for the Board shall be:

(330) 740-2278

**1.04 Purpose:** The purpose of the Board is to govern The Mahoning County High School (the "SCHOOL") pursuant to Ohio Revised Code ("ORC") §3314.01-3314.36, Rules adopted thereunder by the Ohio Department of Education ("ODE") and in accordance with the SPONSOR Contract (the "Contract").

**1.05 Procedures:** All Board meetings, including any committees that may be created, shall be conducted following generally accepted parliamentary procedure, including but not limited to using an approved meeting agenda. All meetings shall be held in accordance with the Ohio "Sunshine" / Open Meetings Law, ORC §121.22.

**SECTION II  
MEMBERSHIP**

**2.01 Appointments:** Board members shall be appointed in accordance with the requirements of ORC §3314.02, and pursuant to the specifications herein.

**2.02 Terms of Office:** Board members shall serve staggered terms as described herein. Such terms shall commence on the date of appointment and terminate on the day prior to the end of such appointment. A Board member may be re-appointed to the Board, but no Board member may serve more than three (3) consecutive terms.

2.03 Board Membership: The Board shall consist of five (5) members.

- A) Each Board member shall be selected by the Court of Common Pleas, Juvenile Division (the "Court"). [The Court shall appoint a Chair, Vice-Chair, and three (3) other members.] The Court shall request Board member nominations from the MCECSC Superintendents.
- B) Those members appointed as Chair and Vice-Chair shall serve initial two (2) year terms. [The remaining three (3) Board members shall serve initial one (1) year terms.] After an initial term, if reappointed, each Board member's term shall be for a period of four (4) years. (Term limits?)
- C) [Ex-Officio members shall be appointed by the Court or by the MCECSC Superintendents. Ex-Officio members are bound by the same ethics and confidentiality provisions applicable to formal Board Members. Ex-Officio members may not vote or direct Board business, but may provide professional observations and advice to the Board as the need arises. A maximum of three (3) Ex-Officio members may serve at any one time. An Ex-Officio member's term runs with the term of the Chair.]

2.04 - Vacancies: Board Vacancies shall be filled in the same manner as the original appointments. In the event of a vacancy, the Court shall appoint a replacement member to serve the remainder of the unexpired term. Such appointments must be made expeditiously, but no later than thirty (30) days from the effective date of the vacancy. If a replacement appointment is not made by the Court within thirty (30) days after the vacancy's effective date, the remaining Board members shall appoint a replacement. If the remaining Board members are [unable to agree on a replacement within fourteen (14) days, such appointment shall be made by the MCECSC Superintendents.]

[2.05 - Board Member Removal: A Board member may be removed from the Board by an affirmative vote of four (4) members. Any such removal vote shall be based upon a violation of the standards for public officials as set forth in Section 3.07 of the Revised Code. In addition, if the Board refuses to act, the Court may, *sua sponte*, remove a Board member for violation of the standards referenced in Section 3.07 of the Revised Code.]

### SECTION III MEETINGS

3.01 Meetings: The Board shall meet on a monthly basis [during the first year of operation, and during the school year in all subsequent years.] The organizational meeting of the Board shall occur within thirty (30) days of the effective date of the Contract and shall be convened by a Board member, or designee, acting as temporary Chair of the meeting until the Court appoints a Chair. The Board shall adopt a regular meeting schedule at its organizational meeting. The Board Chair may call special Board meetings by giving twenty-four (24) hours written notice to each Board member delivered to the member's residence or principal place of business. A majority of Board members may also call a special meeting by providing the same

written notice. The Board Chair may call an emergency meeting as circumstances require. The Board Chair, or in his/her absence, the Vice-Chair, shall preside over and conduct all Board meetings.

**3.02 Quorum:** A minimum of a majority of the Board members shall constitute a quorum for Board meeting purposes. The Board shall act only through Resolutions formally adopted by the Board. A Resolution must receive the affirmative vote of a majority of members present and voting. A Resolution adopted by the Board shall be immediately effective unless otherwise provided in that Resolution.

A Resolution affecting any of the following shall require an affirmative vote of at least three (3) Board members:

- A) Expansion or reduction of the SCHOOL's curriculum, programs, or service area;
- B) Adoption of a budget;
- C) Employing administrative staff and auditors;
- D) Purchase of any real property; and
- E) Any expenditure over Five Thousand and 00/100 Dollars (\$5,000.00).

**3.03 Voting:** During all Board meetings and during any Committee meetings only Board members present at such meetings may vote on any issue. Resolutions and other official Board actions require the approval of at least a majority of a quorum.

#### SECTION IV OFFICERS

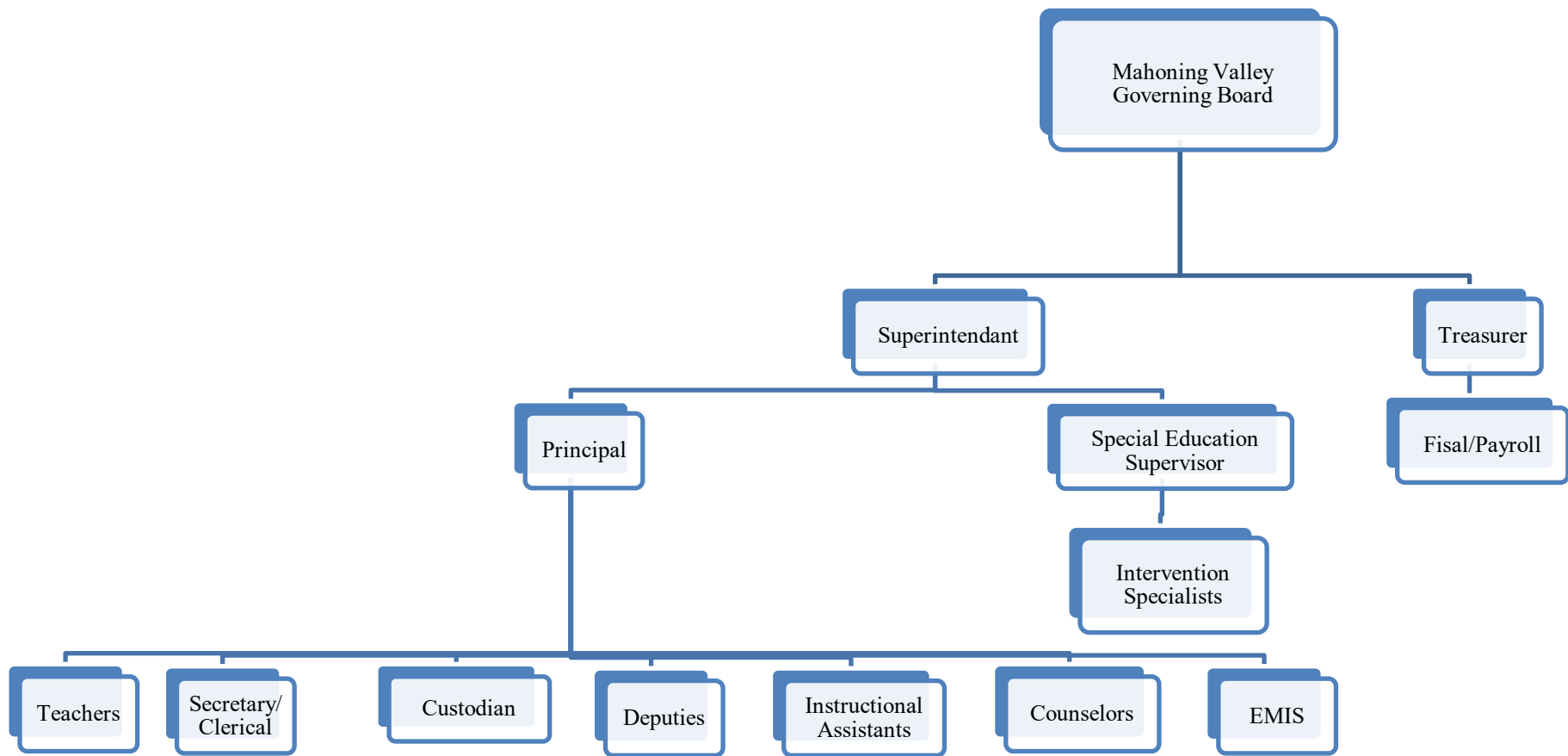
**4.01 Selection of Officers:** The Court shall select the following officers: Chair and Vice-Chair. The MCEC Superintendents shall select a Treasurer: [The Treasurer shall act as Secretary for the Board.] Officers shall serve until their respective successors take office. Officers shall perform only such duties as are specifically provided under Ohio law, in the Contract, and as further detailed herein.

**4.02 Chair and Vice-Chair:** The Chair shall preside over, and conduct the Board meetings. The Vice-Chair shall act as Chair in the Chair's absence. In the event of an official vacancy in the Chair's position/term, the Vice-Chair shall assume this office, on an interim basis until a new Chair is appointed. [The new Chair shall serve the remaining portion of the Chair's term.]

**4.03 Treasurer:** The Treasurer shall serve an initial two (2) year appointment, and thereafter for two (2) year terms. It shall be the duty of the Treasurer to be the fiscal officer for the Board and to be responsible for all fiscal matters of the Board including, but not limited to, duties outlined in the Contract. All SCHOOL contracts and Board Resolutions must be signed by the Chair, Vice-Chair in the Chair's absence, and the Treasurer. The Treasurer shall demonstrate a general working knowledge of financial affairs, a familiarity with school business operations and the school budget forecasting process. [The Treasurer shall pursue professional

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# Attachment 5



## The Mahoning Valley Community School

### Superintendent (Director) Job Description

The director/superintendent will provide leadership in developing and maintaining the best possible educational programs and services for the students of the school and will manage and direct the school and staff according to the school's mission and vision.

The director/superintendent will lead, guide, and direct every member of the administrative, instructional, and support services teams in setting and achieving the highest standards of excellence in educational programs and operating systems. This position is responsible for a system of supervision and evaluation for all staff designed to meet the goals of the school system and will oversee and administer the use of all facilities, property, and funds in the best interests of students and the school system. The director/superintendent will hire and provide training to staff and will report to the Mahoning County High School's School Board on a regular basis. The superintendent is responsible for maintaining the school's budget and compliance as well as ensuring policies are up-to-date and appropriately approved.

### Job Description for Principal

The assistant director will provide assistance with the school instructional program, building administration, personnel and staffing, pupil services, and school/community relations. The principal will serve as the administrator in the absence of the superintendent. The principal will work collaboratively with staff to strengthen the instructional program. The principal will maintain high standards of student contact and will be the contact after a student has been referred by teachers or other staff. The assistant director will maintain building records and reports as assigned by the Director. The principal will establish and maintain positive relationships with the MCHS Board, students, staff, parents, agencies, and community members. The principal will supervise the safety and security of the students and will participate in the school disaster preparedness and safety information planning. The principal will also participate in the development of class schedules, conference planning, and coordination of special activities. The principal will maintain final attendance records as well as point-of-service forms and ensure compliance guidelines are met.

### Job Description for Administrative Assistant

Performs administrative and office support activities. Duties may include fielding telephone calls, receiving and directing visitors, word processing, filing, scheduling enrollment appointment for the administrators, and faxing. The administrative assistant will maintain student records and will disseminate information as needed to parents, staff, and others at the request of the administrative staff. The administrative assistant will direct office procedures and will make attendance calls each day as well as serving as a liaison between the school and parents. Duties may also include communications with agencies and other

schools and educational entities, and securing confidential records through obtaining proper releases to share information.



## Columbiana County Educational Service Center

*Quality Education Through Cooperative Services*

### Job Description

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Title Intervention Specialist

Reports To Director of Pupil Services

General Description

Assist students in developing both appropriate behavior skills as well as appropriate academic skills. Plan and provide comprehensive instruction to students. Communicate regularly with parents and school personnel regarding students' educational, social and health needs.

Qualifications

- B.A. or B.S. Degree in Special Education or higher
- Experience with special needs students
- Appropriate State of Ohio certificate/license

Typical Duties and Responsibilities

1. Write Individual Education Plans for assigned students that are comprehensive and functional.
2. Develop and implement comprehensive lesson plans which address stated goals in the students' IEP.
3. Use a variety of appropriate instructional strategies.
4. Organize a classroom setting conducive to effective instruction and safety.
5. Meet individual learning needs of students.
6. Use a variety of materials and equipment appropriate to the particular needs of students.
7. Conduct regular evaluations of students' progress.
8. Maintain discipline and safety of classrooms and building.
9. Maintain accurate written educational, behavioral and attendance records of students' progress and needs.
10. When appropriate, attend to the physical and healthcare needs of students.
11. Order equipment and materials and maintain a current inventory of all materials.

12. Communicate regularly with parents.
13. Maintain communication and consultation with cooperating staff members.
14. Demonstrate effective interpersonal relationships with staff, students, and parents.
15. Attend teacher/staff meetings, curriculum development meetings and placement meetings, as requested.
16. Participate in professional development activities.

**Mahoning Valley Community School**  
***Employee Position Description & Responsibilities***

Position Title: Director, Special Education

Category: Certified, Administration, Bargaining Unit Exempt, FLSA Exempt

Contract: Initial one year contract, contract days as determined by the Governing Board, other terms and conditions of employment as per the CBA and/or Board Policy

Compensation: Salary, insurance coverage and fringe benefits as per the current Board adopted policies and schedules, with placement for granted education, experience and responsibility

Qualifications: The following qualifications are considered as guidelines:

- Master's Degree in Special Education
- License or eligibility for educational administrator license
- Three years teaching experience in special education, with at least one year at the secondary level
- Experience and proficiency with computer applications, including Microsoft Office, spreadsheet and data base programs
- Exceptional organizational and communications skills
- Abilities to promote positive internal and external customer relations
- Alternatives to the above as approved by the Governing Board

Reports to: Superintendent

Supervises: Teachers, tutors, aides, others as assigned

Job Goal: In summary, this position is responsible for providing special education children with the most appropriate academic, social and occupational experiences so that each student may attain the optimal level of maturity and independence as an adult

**PERFORMANCE RESPONSIBILITIES:**

1. Assists local school personnel in identifying special education needs, developing curriculum and courses of study and in the implementation of same
2. Assists special education teachers and tutors to improve the quality of instruction and management of classroom to enable special education students to attain optimal development
3. Keeps abreast of new developments in special education, disseminates same to special education teachers, tutors, local administrators and central office staff
4. Observes special education teachers and tutors in order to help them provide the most appropriate instructional techniques and materials for each child
5. Observes potential low incidence students to facilitate appropriate recommendations for placement, programming and intervention
6. Participates in conferences with school personnel, parents and/or agencies to determine appropriateness of special education placement and delivery of services

7. Provides coordination of multi-district cooperative special education programming for disabled students

**Mahoning Valley Community School**  
***Employee Position Description & Responsibilities***

8. Maintains and communicates student data to EMIS coordinator, district personnel and Superintendent
9. Develops and maintains credit worksheets for students and proofs report cards prior to distribution
10. Supervised special education instructional staff assigned, including recruiting, interviewing potential candidates, conducting performance reviews and evaluations, and determining instructional assignments
11. Recruits, interviews, assigns, monitors and evaluates classroom aides in coordinator with program instructor
12. Acts as consultant to local districts to facilitate the operation of programs in accordance with State and Federal guidelines and may assist with the development of written documents
13. Acts as a consultant to local personnel in observing due process and procedural safeguards for disabled children
14. Provides consultation and assistance to teachers and tutors to assure continuity between the evaluation data, the individualized education program, daily lesson plans, and the instruction and experiences provided
15. Assists the special education teachers and tutors to identify appropriate available resources and services which will aid in the improvement of the instructional program
16. Serves as consultant to local districts regarding materials and equipment selection and demonstrates proper use of same when necessary
17. Plans, organizes, and conducts in-service training sessions for special education teachers, parents, aides, tutors, and regular classroom teachers when appropriate
18. Evaluates, annually, the strengths and weaknesses of the special education
19. Interviews and refers candidates for special education positions in the county
20. Monitors department purchasing and makes recommendations for the purchase to Director
21. Performs such other duties as may be assigned by the Director of Pupil Services

**REQUIRED ETHICAL AND PROFESSIONAL ATTRIBUTES AND BEHAVIORS:**

This staff member:

1. Is regular and prompt in attendance.
2. Seeks opportunities to improve skills and grow professionally.
3. Prepares an annual professional development plan to guide individual growth and performance improvement, support the MCECSC and program/department goals, and all service constituents.
4. Attends and actively participates in all required/assigned training sessions, meetings and other responsibilities.
5. Provides quality service to both internal and external colleagues and customers.
6. Seeks opportunities to participate as a productive member of MCECSC and other committees and teams.
7. Generates internal and external support for services.
8. Represents the MCECSC and its service schools with professionalism at all times.

9. Cooperates with and supports all service district regulations, standards and expectations.
10. Demonstrates at all times integrity and ethical behavior.
11. Responds quickly to directions for improvement from supervisors.
12. Maintains confidentiality in all job related discussions and communications.

**Mahoning Valley Community School**  
***Employee Position Description & Responsibilities***

**OTHER EXPECTATIONS AND DEMONSTRATED SKILLS AND ABILITIES:**

This staff member:

1. Possesses a valid Ohio driver's license.
2. Reads, analyzes and interprets data and reports.
3. Writes reports, correspondence and other appropriate communiqués.
4. Presents information and responds to questions effectively and efficiently.
5. Accomplishes routine tasks in a routine manner.
6. Prioritizes tasks, requirements and expectations in order to perform to a standard of excellence in service and professionalism at all times.

**PERFORMANCE EVALUATION:**

Job Performance of this position is evaluated according to Governing Board policy and the Ohio Revised Code, and shall in part determine the continuation of an employment contract.

**PHYSICAL DEMANDS & WORK ENVIRONMENT:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Duties may require the employee to:

1. Sit, walk, talk, or hear, engage in close vision and operate a computer and other technology devices.
2. Occasionally lift and/or move up to **50 pounds, such as notebooks, reports,** etc.
3. Work in various office environments from relatively quiet to elevated in group or classroom settings.
4. Operate and or ride in a vehicle.
5. Travel to meetings and work assignments.
6. Work extended hours (position specific requirement).
7. Work in adverse weather conditions and seasonal temperature extremes.
8. Expect exposure to blood-borne pathogens and communicable diseases.
9. Interact with aggressive, disruptive, and/or unruly individuals and those persons who exhibit behaviors related to their cognitive ability, communication deficits and/or with mental health diagnoses.
10. Meet deadlines with severe time constraints.

11. Manage stress as a result of those time sensitive obligations, the responsibility to ensure that laws and regulations are followed, and the demands of maintaining communications with large and diverse publics.

**Mahoning Valley Community School**  
***Employee Position Description & Responsibilities***

*The information contained in this job description is in compliance with the American with Disabilities Act and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals employed in this position as needed and assigned by the Administration and/or the Governing Board(s). Administrators should communicate additions and changes in this job description in writing to the employee following approval by the Deputy/Assistant Superintendent of the MVCS.*

*The Mahoning Valley Community School is an equal opportunity employer, and employs individuals without regard to race, religion or ethnicity.*

**This Job Description has been reviewed with me, I understand the duties and responsibilities which are expected of me, and my questions as of this date have been answered.**

Signed, \_\_\_\_\_, Employee, on \_\_\_/\_\_\_/\_\_\_

Signed, \_\_\_\_\_, Supervisor, on \_\_\_/\_\_\_/\_\_\_

Signed, \_\_\_\_\_, Supervisor, on \_\_\_/\_\_\_/\_\_\_

Job Description – Instructional Assistant  
Academic Year 2022-2023

**INSTRUCTIONAL**

- Assist individuals or groups of students in completion of lessons assigned by teacher.
- Read materials to students if needed.
- Assist students one-on-one or in small groups with lessons.
- Reinforce learning objectives.
- With teacher direction, create learning materials.
- With teacher direction, modify learning materials.
- Administer tests individually or in small groups as needed.
- Check for completion of class work and homework assignments.
- Work cooperatively with the teacher at all times and assist the teacher when requested

**BEHAVIORAL**

- Support the teacher-directed behavioral goals.
- Assist teacher with crisis intervention.
- Stop student interruptions of instruction, intervene in arguments and inappropriate student conversation.
- Monitor and assist students during seat work activities.
- Remove students from combative/argumentative/disruptive behavioral situations as needed, complete Discipline Referral Form and turn into main office immediately.
- Deescalate situations when possible, provide support to students
- Escort students to locations requested by administration

**OTHER DUTIES**

- Supervise hallway
- Supervise lunchroom as requested by administration
- Supervise arrival and departure of students as assigned
- Uphold and enforce board policy, administrative procedures, and school rules/regulations at all times.
- Other duties requested and specified by administration.
- ONLY one student in the restroom at a time – no “group” restroom breaks. Students must sign out in the classroom to leave for the restroom and must be escorted by an instructional assistant. If someone is already in the restroom, please hold your student until the other student is out of the restroom. This policy must be strictly adhered to.
- NO RESTROOM BREAKS DURING LUNCHES OR AFTER 1:30 p.m.

## INSTRUCTIONAL ASSISTANT CONDUCT

- Supervision of students in the building is critical and instructional assistants are an integral part of supervision. Please be sure to be in your assigned area at all times to ensure no area is left unsupervised. If you are not otherwise assigned, please be in the hallways during ALL class changes.
- Maintain appropriate work habits, including regular and punctual attendance, professional attire, and professional interaction with students.
- Refrain from engaging in inappropriate conversations or “horse playing” with students.
- Refrain from cell phone use including telephone calls, internet searches, email, etc. at all times while in the building (unless on break not in site of students).
- Refrain from negative discussion about the school, staff, or operations of the building at all times – please direct all concerns and questions to your immediate supervisor.
- Your immediate supervisor the school’s principal. All call-offs, late arrivals and alteration of your work schedule must be directly communicated to the principal through message, phone or text. Failure to follow the reporting procedure will result in a write-up for a “No call, No show”.
- Please do not alter from your assignment unless directly asked to do so by administration.
- Please follow the directions of the teacher and do not permit a student to do something after the teacher has already denied that request to the student.
- Please accurately record your arrival and leave times each day. Do not round up times, fill in times at the end of the week, etc. Times not completed daily will not be paid.
- PLEASE ARRIVE AT YOUR DESIGNATED TIME - WE RELY ON YOU TO ASSIST WITH SUPERVISION.

Your teacher assignment is: \_\_\_\_\_

Room: \_\_\_\_\_

Morning supervision assignment: \_\_\_\_\_

Afternoon supervision assignment: \_\_\_\_\_

Additional assignments: \_\_\_\_\_

Arrival time: \_\_\_\_\_ Leave time: \_\_\_\_\_

Acknowledgement:

I, \_\_\_\_\_ have received and reviewed the above information and understand the duties and expectations of me.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

# MAHONING COUNTY HIGH SCHOOL MAHONING VALLEY COMMUNITY SCHOOL



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## HEAD MAINTENANCE/CUSTODIAN Job Description

### HEAD MAINTENANCE/CUSTODIAN

Schedule: 12 months per year

### POSITION PURPOSE

Supervise and perform the daily maintenance and custodial operations of the school building to ensure that all facilities, equipment and mechanical systems are functioning properly and operating and that the building is clean, organized and free from hazards.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from school superintendent and/or designee. Methods of performing tasks are generally left to the employee with supervisor input as needed. Work is measured mainly through observance of facilities and completed requests for service.

### JOB RESPONSIBILITIES

- Analyzes maintenance and repair problems and implements plans and/or procedures to resolve issues in coordination with facility plans.
- Plans, directs and supervises the activities of custodial staff and student workers
- Communicates with superintendent and/or designee regarding maintenance and the operation of facilities.
- Maintains awareness of federal, state, and local rules and regulations regarding operation of school facility and establishes operating practices to ensure compliance
- Coordinates inspections needed for compliance, including, but not limited to fire and health inspections.
- Performs general, routine custodial duties, to include dusting, mopping, vacuuming, cleaning restrooms, and restocking all tissue, paper and soap supplies.
- Performs routine maintenance to custodial equipment and supplies.
- Empty trash receptacles, disposes trash into dumpsters and bags trash for proper disposal.
- Unlocks doors, allow access to authorized individuals to required areas, ensures exterior doors are locked and secure.
- Performs cleaning functions specific to the assigned facilities.

- May provide vendors with access to areas for cleaning and answer questions regarding the facilities as needed.
- Assist with or perform snow removal on sidewalks, steps, etc. as needed.
- Participates in necessary training to promote the culture and climate of the school.
- Clean and sanitize building as needed as well as in emergency situations wherein blood borne pathogens need cleaned and sanitized.
- Performs other miscellaneous job-related duties as assigned.

#### WORKING CONDITIONS AND PHYSICAL EFFORT

- Considerable physical activity – Requires heavy physical work; heavy lifting, pushing, pulling required of objects over 50 pounds.
- Work environment involves some exposure to hazards or physical risks, which require following basic safety precautions.
- Work may involve moderate exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises.

# Attachment 6

# 2023-2024 Renewal School Application

## Attachment 3

### Education Plan Template

Please refer to the information below when completing the Education Plan sections. Each section provides guidance and identifies requested information relative to each application/question content area. The Education Plan should be no more than twenty-five (25) 8 ½ x 11" pages with one inch (1") margins and font no smaller than size 10.

#### EDUCATION PROGRAM, PHILOSOPHY, AND CURRICULUM

<b>Education Philosophy</b>
State the educational philosophy that encompasses the vision, values and purpose for which the proposed school is being founded. Provide a statement including how the philosophy will be communicated to teachers, families, students, staff, the community and stakeholders.
Statement: The educational philosophy of the School is founded in the belief that we must educate the whole child and understand each child's story. Through a trauma-informed process and a discipline system founded on Restorative Practices as well as a PBIS framework and SEL curriculum, the School ensures that each student has an individual plan, access to valuable resources on-site to help him or her overcome barriers to success and graduation and the supports needed to be successful in post-secondary education or career goals. The school does not use exclusionary disciplinary practices so that it can ensure all students have access to support and academic opportunities.
Core beliefs and values (which align with the school's mission and philosophy): The School believes that all students should have access to high-quality education in a supportive learning environment while having access to on-site resources that assist them with physical, social and emotional needs.
Describe the length of the school year and day (include other areas of school design): School starts at 7:15 a.m. and dismisses at 1:50 p.m. The School uses a 4 x 4 block schedule to ensure that students receive the maximum number of credits that they can in one academic year, that they can spend more time on a content area, that students who are transient are addressed by being able to get at least 4 credits in one semester, and reducing transitions throughout the day for students with trauma. The school is a community learning center model and is open year round, providing an extensive credit recovery and summer work program during the summer. The school will remain open later once it moves to its new location in the Fall of 2023 and plans to open at least one weekend day per week to ensure students have a safe place to be on the weekends and are engaged in positive activities.

<b>Educational Programming</b>
Describe the schools educational programming and the instructional materials that will be used to implement the curriculum.
Statement: The School follows the model curricula designed by ODE and ensures that all standards are taught. Teachers incorporate a variety of instructional materials and methods including direct instruction, independent study, discussions, demonstrations, project-based

learning and inquiry-based learning. into lesson delivery to ensure a diverse learning population is addressed. The School has partnered with the Korda Institute for Teaching and utilizes the Korda Method of Teaching in every classroom to ensure that learning is student-centered and students are taught to be problem-solvers. Through the Entrepreneurship Program at the Korda Institute, the School partners with businesses who present the students with a challenge and students work with the business to conduct research and present solutions to their challenge. Specifically, the Korda Method is a teaching methodology that empowers students through deep learning by solving rigorous challenges in their communities. The School piloted the program in the 2017-2018 school year and has continued to implement it in the following school years as its model of instruction based on its success for students with challenges and trauma. The School continues to review and implement Industry Recognized Credentials based on assessments from the local workforce need and student interest and ability. Students are able to take these credentialing programs onsite that will better prepare them for the local workforce in the area.

Describe how the education program will serve the diverse needs of the individual students (provide evidence and explicit research citations or other data that was reviewed by the school in selecting the educational program (this research and data should include information related to how the program and practices will result in improved student outcomes, high academic achievement and the attainment of knowledge, skills and experiences that ensure college and career readiness):

The education program addresses the needs of all learners as it is focused on a student-led process and ensures that all students have a role in their learning. Upon implementing the education program, the School continues to see improvement in progress rating and graduation rate. The number of industry-recognized credentials that students have received since implementing the education program has also increased significantly, thereby preparing students for the workforce upon graduation.

Provide data to show that the education program demonstrates an understanding of the school's special education obligations:

The School's most recent special education rating (2021) indicates a rating of Meets Requirements with No Required Actions. The School's compliance score was 4.00. The School implements a model of inclusion with co-teaching in the core subjects.

Describe the methods, service, and staffing the school will employ to provide a free, appropriate public education (FAPE) to all students with special needs:

The School employs a special education director who meets with the administration on a regular (weekly) basis to ensure that the School's policies are current and comply with all laws. The School employs 2 intervention specialists who support a co-teaching and inclusion model to ensure that students' needs are met in the general education classroom to the fullest extent possible.

Outline how the school will roll out the Response to Intervention (RTI), its capacity to implement such efforts, and the specific methods to monitor progress:

Our district has an Intervention Assistance Team Process that follows the RTI process. Once teachers assess all students, those needing intervention are identified and are provided with Tier 1 interventions. Progress monitoring occurs by documenting assessment results on a pre-determined schedule to determine the effectiveness of those interventions. If a student needs a higher level intervention, a team meeting is held to design Tier 2 and/or Tier 3 interventions. Ongoing professional development is built into the IAT process.

Describe the process the school will use to annually evaluate, review and revise the education program and make adjustments based on the student population:

The School reviews its education program annually through the use of student achievement data, surveys and teacher/staff input to ensure the population of students is being appropriately served. Changes to the education program, such as instructional methods or curricula are implemented in order to address student needs. Most recently, after COVID, this method of assessment identified learning loss and gaps in literacy so the School implemented an intervention period in the morning that replaced homeroom and included an intensive literacy program for students to address this learning gap.

Outline any supplemental services, non-classroom learning, and after school programs that will enhance the educational environment:

Trauma informed process, on-site clinical counseling, after-school program, credit recovery, nursing and tele-health through Akron Children's Hospital, PBIS and an SEL curriculum through the Mayerson Academy.

### **Curriculum and Instruction**

Community schools have the unique ability to select the curriculum models that best reflect the mission and educational philosophy of the school and best serve the needs of the student population. The school curriculum ensures students are college and career ready. The curriculum should reflect a rigorous academic program. Proposed schools should align their curriculum with Ohio's Learning Standards, which are available at <http://education.ohio.gov/Topics/Learning-in-Ohio>.

Detail the high-quality content-focused learner centered curriculum (and outline if the school uses the Ohio Model Curriculum):

The School uses the ODE Model Curriculum. Through its implementation of the Korda method of teaching, the School uses a student-centered approach to lesson/instructional delivery. Through building upon what is already in the student's experience and capacity to develop, student-centered learning encourages the student population who was once disengaged from learning. Students are encouraged to learn through inquiry and presented with challenges from the community that they must solve using standards taught from the core content areas which encourages them to draw conclusions and pursue their interests. The School ensures that the curriculum focuses on content rather than isolated skills practice. The delivery of instruction focuses on the science of learning and shifts the curriculum design focus to meaningful work and complex problem solving while instructional practices focus on agency and structures, maximizing individual growth within the student.

How will the school develop curriculum maps and pacing guides:

Curriculum maps and pacing guides are developed collaboratively among teachers and with the support of the SST5 curriculum staff. The curriculum map provides the overview of the course for the entire semester. Staff develops the sequence of units aligned chronologically, identifies the course goals, lists content knowledge and thinking skills for each unit, links the relevant standards and describes the formative and summative assessments to be administered for each unit. The curriculum maps are revised and reviewed each semester in teacher teams. The teaching staff develops the curriculum maps together in order to include the collaboration for the Korda projects. Pacing guides are then developed to determine the timing of each unit to be taught during the semester.

Outline evidence of alignment of the curriculum model to the Ohio Learning Standards:  
The School adopted the ODE Model Curriculum, which is aligned to the Ohio Learning Standards.

Describe the primary instructional delivery methods, strategies and techniques the school will use:

The School uses a Student-Centered and Project-Based model of instruction as its primary method of instructional delivery. The teaching and instructional support staff receives ongoing intensive PD in the Korda Method of Instruction through the Korda Institute.

The School uses a block schedule to ensure that the needs of all learners are addressed. This model schedule addresses students who are truant through a review session at the beginning of each block, students who are transient through issuing credits at the end of each semester rather than waiting an entire school year to complete credits, students who are credit deficient through allowing at least 8 credits in one academic year, and students with trauma by building in fewer major transitions throughout the school day. The blocks are typically broken down into 20 minute segments and the delivery methods vary to include the needs of diverse learners.

Provide evidence of the research based practices per ESSA for these delivery methods:

The School uses a student-centered method of instruction and receives ongoing training and support from the Korda Institute for Teaching. This method changes how teachers teach and how students learn and is founded on teaching methods rooted in cognitive science. It engages students in community-based problem solving and provides students with the opportunity to take part in their learning. The School also utilizes interactive engagement with frequent formative feedback to ensure student participation in the learning process and formal cooperative learning which is the instructional use of small groups so that students can work together in order to maximize their own and each other's learning.

### **Assessments**

Provide an overview of what assessments the proposed school will employ and how these assessments will drive discussions:

In addition to state mandated assessments, as a Drop Out Prevention and Recovery school, the school administers the STAR Renaissance assessment to all students enrolled and utilizes the data to measure student growth. Teacher developed assessments are used to measure student understanding of standards introduced throughout the semester.

Outline how the academic calendar will meet all Ohio required assessments (including testing windows):

The academic calendar is developed to ensure that the testing windows are accommodated and enough time is included to have all students assessed.

Describe the school's standards for promoting students to the next grade, achievement level or grouping level in alignment with the educational program:

The School follows the Ohio Department of Education's guidelines and graduation requirements as well as its own credit flexibility policy adopted by the Governing Board in 2011 to assign credits to students and promote them to the next grade level. The School follows the state's prescribed assessment schedule and also offers the Work Keys and 12 point industry recognized credentials as an additional pathway to graduation for eligible students. Using a four by four block schedule and independent studies block for credit recovery with an online learning curriculum for students to work on in the classroom with the support of the teacher to recover needed credits, the school can offer credits to students on a semester basis in order to help them get caught up and on grade level, thereby moving them to the next grade.

The following sections provide an opportunity for renewing schools to further detail and describe additional goals and areas of focus and priority.

Reading/English Language Arts
<p>State the academic goals for reading/English language arts. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).</p>
<p>Goal:            All students in ELA courses will demonstrate growth in reading information text as measured by their performance on the STAR Renaissance pre and post-test administered beginning in the Fall 2022 and Spring 2023 and following the 4 subsequent administration periods.            Subgroup (A) students who scored 60-69% one pre-test will increase score by at least 10% on the post-test;            Subgroup (B) –students who scored 70-79%on pre-test will increase score on their post-test by at least 7%;            Subgroup (C) students who scored 80% or greater on their pre-test will score at least 5% higher on their post-test.</p>
<p>Alignment of goal to mission:            Improvement in reading informational text increases outcomes for students in post-secondary opportunities and improves resiliency for students with trauma. Reading informational text allows students to develop sophisticated comprehension skills, build critical knowledge and vocabulary, and apply higher-order thinking skills. Challenging informational text may require scaffolding and teaching new reading strategies so students can access the text.</p>
<p>Grade levels:            7-12</p>
<p>Student population:            All students enrolled at MVCS</p>
<p>Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:</p> <ol style="list-style-type: none"> <li>1. Improvement on assessment as measured by STAR Renaissance test Fall and Spring assessments</li> <li>2. The School will meet the required growth measure as indicated for the Progress measure on the 2022-23 Report card and the following 4 years</li> </ol>
<p>Data, resources and/or personnel used to monitor and ensure student success:            Test coordinator, STAR Renaissance test, teachers, ELA content standards</p>
<p>Plan for intervention should the school not be on track with stated goals:            Access to students in the past has been an issue for the School, however a plan has been developed to ensure that all students are assessed upon enrollment at the intake meeting to be certain that no student does not receive the assessment. The window for testing has been</p>

incorporated into the academic calendar to ensure the maximum amount of time is available to get the students tested. Individual test sessions have been created to accommodate the scheduled of students. The School has identified literacy as a deficit for its learners and has implemented a literacy intervention plan school-wide for the 2022-2023 year as an intervention.

**Math**

State the academic goals for math. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).

**Goal:**

All students enrolled in MVCS will demonstrate growth in the area of Math, specifically in representing and solving problems as demonstrated on the STAR Renaissance test pre and post-assessment from Fall 2022 to Spring 2023 and the subsequent 4 administration periods:  
Subgroup (A) students who scored 60-69% one pre-test will increase score by at least 10% on the post-test;  
Subgroup (B) –students who scored 70-79%on pre-test will increase score on their post-test by at least 7%;  
Subgroup (C) students who scored 80% or greater on their pre-test will score at least 5% higher on their post-test.

**Alignment of goal to mission:**

In order to be prepared for post-secondary education or the workforce, students must be proficient with basic math problem-solving skills.

**Grade levels:**

7-12

**Student population:**

All students at MVCS

**Expected outcomes:** Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Improvement on assessment as measured by STAR Renaissance test Fall and Spring assessments
2. The School will meet the required growth measure as indicated for the Progress measure on the 2022-23 Report card and the following 4 years

**Data, resources and/or personnel used to monitor and ensure student success:**

STAR Renaissance test, math instructor, test coordinator, all students enrolled, Math content standards

**Plan for intervention should the school not be on track with stated goals:**

Access to students in the past has been an issue for the School, however a plan has been developed to ensure that all students are assessed upon enrollment at the intake meeting to be certain that no student does not receive the assessment. The window for testing has been incorporated into the academic calendar to ensure the maximum amount of time is available to get the students tested. Individual test sessions have been created to accommodate the scheduled of students. The School will implement a remediation program for Math intervention should the goal not be met for progress.

### Social Studies

State the academic goals for Social Studies. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).

**Goal:**

The number of students who achieve the proficient level on the American History end of course exam in the 2022 school year and the 4 years following will increase by 30%.  
The percentage of students who achieve the proficient level on the American Government end of course exam in the 2022 school year and the 4 years following will increase by 30%.

**Alignment of goal to mission:**

Students who reach proficiency scores on the end of course exam receive points needed for graduation and can move on to receive their high school diploma, also demonstrating proficiency in the area of content.

**Grade levels:**

9-12

**Student population:**

All students enrolled in end of course exam

**Expected outcomes:** Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Increasing the number of students who receive a score that meets the proficiency level on the end of course exam will increase graduation rates and improve outcomes for students.
2. Increasing the number of students who reach proficiency on the end of course American History and Government exams will increase by 30%.

**Data, resources and/or personnel used to monitor and ensure student success:**

End of course exams final scores, testing coordinator, instructional strategies to improve student achievement

**Plan for intervention should the school not be on track with stated goals:**

Curriculum professional development and support from the SST5, curriculum review

### Science

State the academic goals for science. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing

<p>students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).</p>
<p>Goal:  The percentage of students who achieve the proficient level on the Physical Science End of Course exam in 2022 and the 4 years following will increase by 30%.  The percentage of students who achieve the proficient level on the Biology End of Course exam in 2022 and the 4 years following will increase by 30%.</p>
<p>Alignment of goal to mission:  Students with increased proficiency on the end of course exams will gain necessary points needed towards graduation and will be able to receive a high school diploma.</p>
<p>Grade levels:  9-12</p>
<p>Student population:  All students enrolled in end of course exam</p>
<p>Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:</p> <ol style="list-style-type: none"> <li>1. Increasing the number of students who receive a score that meets the proficiency level on the end of course exam will increase graduation rates and improve outcomes for students.</li> <li>2. Increase the number of students who reach proficiency on the end of course exam in Physical Science and Biology by 30%.</li> </ol>
<p>Data, resources and/or personnel used to monitor and ensure student success:  End of course exam scores, testing coordinator, science teacher, instructional strategies to improve achievement</p>
<p><b>Other Academic and/or Nonacademic Goals</b></p>
<p>State the other academic or nonacademic goals. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students, and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.</p>
<p>Goal:  For the 2022-2023 school year and the four (4) following school years, the school will reach an overall 85% attendance rate for all students.</p>
<p>Alignment of goal to mission:  Increasing student attendance increases student achievement and improves graduation rates and student outcomes.</p>
<p>Grade levels:  7-12</p>

<p>Student population: All students enrolled in MVCS</p>
<p>Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:</p> <ol style="list-style-type: none"> <li>1. Increased attendance rate to 85% as evidenced on state report card</li> <li>2. Increase positive student behavioral reports as evidenced by issuance of Phoenix cards distributed each school year.</li> </ol>
<p>Data, resources and/or personnel used to monitor and ensure student success: Student attendance data, state report card, Phoenix cards, PBIS data, all staff, attendance staff, all students</p>
<p>Plan for intervention should the school not be on track with stated goals: Increase PBIS incentives and frequency for attendance measures, add family night to focus on attendance, increase interventions through Early Warning Systems in partnership with the Juvenile Justice Center, utilize public transportation for students with transportation issues, reinstate on site daycare facility</p>

<p><b>Arts, Music, Physical Education, Technology and Career Readiness</b></p>
<p>Overview of the additional curriculum outside of the core academic areas: The School has implemented a trauma-informed curriculum and an SEL curriculum to support the needs of the unique population after carefully collecting and evaluating the data collected from the administration of the ACES to students by clinical staff. This curriculum includes lessons with students and training for teachers to understand the impact of trauma on learning and brain development as well as emotional responses. The School also uses the Fuel Ed online learning curriculum to enhance the courses that it is able to offer for credit recovery that includes career readiness courses for students and courses to support industry recognized credentials to prepare students for the workforce. Courses offered also include foreign languages and multiple music and art courses. MVCS employs a licensed art teacher and a full time licensed PE teacher. Students have access to a full sized gym and are able to participate in physical activity as well as organized sports at the school.</p>

<p><b>Culture and Family Engagement</b></p>
<p>Describe the school's plan for culture and parent engagement, including the plan implementation, programs and strategies to address the physical, social, emotional and health needs of the student population. This section should describe how the school's culture and climate is fostered by school leadership, teachers, students and parents: The School receive Bronze level in PBIS and uses PBIS school wide. Paired with Restorative practices and a trauma-informed process, the School does not use exclusionary discipline practices. Parents are involved through the Parent Engagement Committee and assist with planning events and policy making when able. The School also implemented a SEL curriculum called Thriving Communities and focuses on character strengths and has provided extensive PD to teachers as well as SEL work within the classrooms. All staff are trained in all initiatives. The School understands the significant role that trauma has and its impact on the child's emotions and learning. The initiatives that have been implemented within the school are carefully researched and are evidenced to have a positive impact on supporting students with trauma. The</p>

School holds a family night and does student-led conferences to promote parent engagement and participation.

Describe the school's philosophy regarding student behavior and discipline for the student population and students with special needs. The student discipline should be consistent with the school's mission and educational philosophy:

The School uses the PBIS model and Restorative Practices and does not use exclusionary discipline practices as a method of discipline. The School has received the Bronze level in PBIS and is working on Silver for the 2022-2023 school year. It is committed to ensuring that all students are included equally and are not excluded from educational opportunities.

Describe how the school involves parents/guardians as partners in the education of their children to build and maintain family school partnerships:

The School developed a Parent Engagement Committee consisting of parents, staff and community members that meets regularly and helps in the development of initiatives and events as well as direction for the school. The School also holds a family night at the school and uses student-led conferences as a way to ensure parent participation. Communication methods such as Class Dojo are used as a positive interaction with parents to send reminders and provide parents with positive feedback about their student's learning and school experiences.

## KEY ACADEMIC AND NON-ACADEMIC GOALS & FAMILY ENGAGEMENT

All OSS sponsored schools will adopt the following goals as required by the Office of School Sponsorship.

### OSS Community School Contract 2023-2024 REQUIRED GOALS

#### Kindergarten – 8<sup>th</sup> 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.

### **9<sup>th</sup> – 12<sup>th</sup> Grades High Schools/DOPRs – Graduation Progress**

**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.*

- 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 – 12<sup>th</sup> 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**

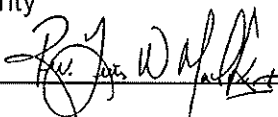
*Consistency is the key to success at any educational institution. To this end, the school will ensure that the operational and academic procedures and processes are reviewed annually by educators, staff and leadership. This includes but is not limited to training on staff and family handbooks, policy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

Acknowledged and agreed:

Governing Authority

Signature: 

Print Name: Reverend Lewis Macklin

Date: 09-30-2022

# Attachment 7

No Operator or Management Company

# Attachment 8

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2022

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

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

PRODUCER: USI Insurance Services, LLC, 5455 Rings Road, Suite 250, Dublin, OH 43017, 614 340-6100. CONTACT NAME: Alison Payden, PHONE: 614 340-6154, E-MAIL ADDRESS: allison.payden@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: American Family Home Insurance Company, NAIC #: 23450.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as additional insured with respects to general liability in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER: Ohio Department of Education, 25 South Front Street, Columbus, OH 43215. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

# Attachment 9

### 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, the School shall not discriminate on the basis of race, color, creed, sex, or disabling condition. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

The School shall not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. The School 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.

The Parent or Guardian of the Student or Student (age 18 or over), shall notify the School when there is a change in the Parent/Guardian or Student's primary residence.

The School shall restrict admission to all of Ohio.

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

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

The lottery system adopted by the School functions as described below.

- Each applicant exceeding the capacity of the School 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.
- The School 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; R.C. 3314.03(A)(11)(32) and (33). *Cross Reference:* Policy No. 3512, Kindergarten Admission.

## Enrollment Information

### Admission and Enrollment

If your child is between six and 18 years of age, or if your child is under age six but has been enrolled in kindergarten, he or she is "of compulsory school age" in Ohio.

Admission to \_\_\_\_\_ ("the School") is open to any individual between the ages of five and 22 who is entitled to attend school under state law. To attend kindergarten at the School, a child must be five years old by August 1 or September 30 of the year of admission. Children under the age of five may be admitted under certain circumstances provided under Ohio law. If your child is not five years old by August 1 or September 30, your child may be admitted if he or she has been recommended in accordance with the School's acceleration policy. The child shall be evaluated for early admittance upon referral by the child's parent or guardian, an educator employed by the School, a preschool educator who knows the child, or a pediatrician or psychologist who knows the child. The School's referral form is available at Form No. 3512.1, Early Entrance to Kindergarten.

The School will not deny a transferring student admission, based on the student's age, if the student had been admitted to kindergarten by another school.

In making admission decisions, the School shall not discriminate on the basis of race, color, creed, sex, or disabling condition. The School will comply with all federal and state laws regarding the education of students with disabilities.

The School does not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. The School will not offer or 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.

The School restricts admission to students who reside in Ohio. The Parent or Guardian of the Student or Student (age 18 or over), shall notify the School when there is a change in the Parent/Guardian or Student's primary residence.

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

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

The lottery system adopted by the School functions as described below.

- Each applicant exceeding the capacity of the School 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.
- The School 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.

### Records and Documentation

Upon admission into the School, 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<sup>1</sup>;
- 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 one of the following comparable documents: (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.

Upon enrolling a student, the School will request records within 24 hours from the school your student most recently attended. If the records are not received within seven days, a second request will be made, and the Head Administrator shall directly contact the school.

You or your student must notify the School if the student is under the care of a shelter for victims of domestic violence at the time of initial enrollment. Upon being so informed, the School will inform the elementary or secondary school from which it requests the student's records of that fact.

If the school your 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 14 days of the date of request, or if the student does not present a birth certificate or comparable document (listed above), 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 student who has been discharged or released from the custody of the department of youth services under R.C. 5139.51 just prior to requesting admission to the School will not be admitted

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<sup>1</sup> After enrollment, whenever there is a modification of any 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 that has been submitted to the School, the residential parent shall provide the School with a certified copy of the order or decree that makes the modification.

until the records described in R.C. 2152.18 (D)(4)(a) to (d) have been received by the Head Administrator.

The School will not deny admission to a protected child placed in a foster home or residential facility (as defined in the Ohio Revised Code) 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 (listed above) within 90 days after the protected child's entry to the School.

The School will comply with all records requests within two business days, make copies of the student's records, and keep the records on file.

If 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, including a temporary order, is issued resulting from an action of divorce, alimony, annulment, or dissolution of marriage, and the order or decree pertains to a child enrolled in the School, the residential parent of the child shall provide the School with a certified copy of the order or decree.

#### School Performance Notification

As part of the admissions process, you are entitled to receive the enclosed copy of the most recent report card for the School.

*Ohio:* R.C. 3313.6411, R.C. 3313.672, R.C. 3314.06, R.C. 3321.01.

### **Attendance, Absence & Truancy**

The School's educational program requires students to be continuously present so the student may receive instruction and actively participate in the educational process. In accordance with Ohio law, the School requires attendance of all students enrolled in the School during the days and hours the School is in session. To be considered in attendance, a student must be either within the School facilities or in place where School is in session by the School's authority.

In developing this policy, the School has consulted with the Judge of the Juvenile Court, parents, guardians, custodians, students, and all appropriate state and local agencies.

#### **Parental Responsibility & Procedure for Reporting Absences**

A student's parents or guardians are primarily responsible for a student's attendance at school. Should a student be absent, the student's parent or guardian is required to notify the School on the day the student is absent unless previous notification has been given in accordance with the School procedure regarding excused absence.

In case a student is absent, the procedure for reporting absences should be as follows:

The parent must call the School within the first hour that the School is in session to report the student's absence.

If a parent fails to call the School, school personnel must make a good faith attempt to contact within 120 minutes of the start of the school day, the parent/guardian of a student who is absent from school without legitimate excuse.

The School must make at least one good faith attempt to contact the parent, guardian, or caretaker.

A good faith attempt shall include, but not be limited to, contacting the parent by:

- (1) An actual or automated telephone call;
- (2) A notification sent through the school's automated student information system;
- (3) A text message;
- (4) An email;
- (5) An actual visit to the student's residence; or
- (6) Any other method adopted by resolution of the School's governing authority.

If an automated calling system is used, it must include verification that each call is placed, and whether the call was answered by the intended recipient or the system leaves a voicemail containing notice of the student's absence.

The notification requirement does not apply to students participating in College Credit Plus, or other "off-campus activities" as well as students receiving home-based, online, or Internet- or computer-based instruction.

To facilitate policy, parents or guardians must provide the School with their current home, work, and/or cellular telephone numbers; home address; and emergency telephone numbers.

### Absences

*Excused Absences.* The Governing Authority recognizes the following absences as excused:

- the student's physical or mental illness;
- instruction at home from a person qualified to teach the student due to a child's disability;
- illness in the family necessitating the student's presence;
- serious illness or death in the family;
- observing religious holidays and consistent with the student's truly held beliefs;
- medical or dental appointment;
- college visitation;
- quarantine;
- required court appearance;
- inability of the parent to employ help in the parent's family business;
- farm work of the parent or guardian at necessary times; or
- emergency or other circumstances the School determines reasonable.

If the student is absent or will be absent for one of the above reasons, the student must provide a written note upon returning/prior to leaving the School or the absence will be considered unexcused. The statement must be from a parent and explain the cause for absence. At his or her sole discretion, the Head Administrator or his/her designee may investigate each individual absence. A student, whose extended absence is due to a medically-documented physical or mental impairment, will not be disciplined. As provided by law, such students may be entitled to receive an education tailored to their individual needs or abilities.

*Limited Excuse Absence.* Students absent solely to participate in an out-of-state School-approved activity shall constitute a limited excused absence. Limited excuse absences are to be treated as an excused absence provided: (1) the absences are limited to a maximum of twenty-four hours per school year, (2) the student must complete any missed classroom assignments, (3) and if the activity will cause the student to be absent for four or more consecutive school days, teachers must accompany the student for instructional assistance.

*Unexcused Absence.* A student's absence is unexcused if it is not an excused or limited excused absence. A student who is repeatedly has unexcused absences will be subject to disciplinary action.

*Tardiness.* A student is tardy when a student is more than five minutes late for school or is late for the start of class. If student misses more than half a class, the student shall be considered absent for the class. A student who is repeatedly tardy will be subject to disciplinary action.

### Truancy

No student of compulsory school age shall be habitually truant.

*Habitual Truancy* – a student is absent without a legitimate excuse for any of the following:

- thirty (30) or more consecutive school hours, or
- forty-two (42) or more school hours in one (1) month, or
- seventy-two (72) or more school hours in one (1) year.

#### Notification and Absence Intervention Team

The School's Attendance Officer must notify a child's parent, guardian or custodian if the child has "excessive absences" which shall be defined as *nonmedical* excused absences and unexcused absences with or without legitimate excuse for 38+ hours in one school month or 65+ hours in a school year. This notice shall be made in writing within 7 days after the date of the absence that triggered the notice. A "medical excused absence" shall include:

- (1) personal illness;
- (2) illness in the family necessitating the student's presence;
- (3) quarantine of the home;
- (4) death in the family;
- (5) appointment with a health care provider (doctor, dentist, orthodontist, mental health provider, etc.); or
- (6) on a case-by-case basis, any other set of circumstances the School deems to be a good and sufficient cause for medical absence from school.

A medical excuse for personal illness or health care provider appointment will be accepted in the form of doctor/provider's note within five school days of the absence, or documented parent call-in on the day of the absence due to illness. A student may have up to ( ) ten ( ) \_\_\_ medically excused absences without a doctor's note, but with a phone call from a parent/guardian.

If the student continues to be truant after the notification and surpasses the threshold for habitual truancy, the School must assign the student to an absence intervention team within 10 days after the absences surpass those for habitual truancy. This team must develop an intervention plan for the student to reduce or eliminate further absences within 14 school days after the student is assigned to the team. Absence intervention plans incorporate academic and non-academic supports to help the student and remove barriers to regular attendance. They shall also include counseling for those students classified as a habitual truant.

The team must make at least three (3) meaningful good faith attempts to secure participation in this process and any recommended truancy prevention mediation programs from the student's parent, guardian or custodian.

A good faith attempt shall include, but not be limited to, contacting the parent by:

- (1) An actual or automated telephone call;
- (2) A notification sent through the school's automated student information system;
- (3) A text message;
- (4) An email;
- (5) An actual visit to the student's residence; or
- (6) Any other method adopted by resolution of the School's governing authority.

The parent is permitted to participate through a designee. If the parent fails to respond or participate, then the School is required to investigate as to whether the failure to respond trigger mandatory reporting to JFS and the team must develop the plan without parent participation.

The School has the discretion to extend the intervention plan or process over the summer months.

#### Issuance of Age and Schooling Certificates/Work Permits

Student who are at least 16 years of age may be excused from School attendance if the Head Administrator or his/her designee has issued the proper age and schooling certificates.

Age and schooling certificates are required for the employment of minors in most occupations, the most notable exceptions being employment on a family farm or any employment by one's parents. Age and schooling certificates are not required for minors aged sixteen or seventeen who are employed during the summer vacation months.

All age and schooling certificates must be filed electronically with the Director of Commerce. The Head Administrator or his/her designee shall not issue or file an age and schooling certificate until certain documentation has been received, including a written pledge or promise from the employer indicating that the child will be lawfully employed, the child's school record, evidence of the child's age, and a physical fitness certificate.

Records relating to the issuance and denial of age and school certificates must be kept in the office issuing them. No records need be kept, however, in the case of certificates denied to children who are immediately determined to be of insufficient age.

Children who are granted age and schooling certificates must be enrolled in a competency-based instructional program to earn a high school diploma in accordance with rules adopted by the State Board of Education.

The Head Administrator or his/her designee may revoke an age and schooling certificate on account of noncompliance with any legal requirements, the physical condition of the child, the failure of the child to attend part-time classes (if required), or other sufficient cause.

#### Disciplinary Consequences for Truancy

On the 61<sup>st</sup> day after implementing the absence intervention plan, the Attendance Officer must file a complaint in the juvenile court if all of the following apply:

1. The student is absent without excuse for 30+ consecutive hours, 42+ hours in a school month or 72+ hours in a school year;
2. The School has made meaningful attempts to reengage through the absence intervention plan and any offered alternatives to adjudication;
3. The student has refused to participate in or failed to make satisfactory progress on the plan, as determined by the absence intervention team, or any offered alternative adjudication.

A complaint regarding a habitual truant where the parent, guardian, or custodian fails to get the child to attend school must be file jointly against the student and the parent, guardian, or custodian. If the student is absent without excuse for 30+ consecutive hours or 42+ in a school month but the

absence intervention team has determined that the student has made substantial progress on the absence intervention plan, the Attendance Officer is not required to file a complaint.

The School shall also make notification to the registrar of motor vehicles pursuant to ORC 3321.13, if applicable, and shall also initiate legal action under ORC 2919.222, 3321.20, and/or 3321.38, if applicable to the student's situation.

Pursuant to the Ohio Revised Code, the School shall not suspend, expel, or remove a student from school solely on the basis of the student's absences from school without legitimate excuse.

A student who is habitually truant will be excused for the absences if it is determined that: (1) the student was enrolled in another school, or (2) the student's absence was excused by law or this policy, or (3) the student has received an age and schooling certificate.

#### Attendance Officer Responsibilities

The Attendance Officer responsibilities shall be held by the Head Administrator or his/her designee. The School's Attendance Officer shall investigate all nonattendance, shall be vested with police powers, may serve warrants, and may enter workshops; factories; stores; and all other places where children are employed and do whatever is necessary in the way of investigation or otherwise to enforce the laws relating to compulsory education and the employment of minors. The Attendance Officer may also take into custody any youth of compulsory school age not legally employed on an age and schooling certificate who is not attending school and shall conduct such youth to the school he has been attending or should rightfully attend.

#### Withdrawal

By law, a student will be withdrawn automatically if the student fails to participate in seventy-two (72) consecutive hours of learning opportunities and the absence is not excused pursuant to O.R.C. 3314.03(A)(6)(b). Upon a student's withdrawal pursuant to this provision, the School shall automatically notify the student's school district of residence pursuant to any applicable Ohio laws, rules and regulations.

A student may be voluntarily withdrawn if a parent submits a written Voluntary Withdrawal notice to the Head Administrator.

#### Reporting Requirements

The School must report to the Ohio Department of Education any of the following occurrences:

1. When student is absent 38+ hours in a school month or 65+ hours in a school year and the School sends notice to the parent, guardian or custodian;
2. When the child has been absent without legitimate excuse the number of hours to classify as a habitual truant;
3. When the child is adjudicated an unruly child for being habitual truant violates the court order regarding that adjudication; and
4. When an absence intervention plan has been implemented for a child.

*Ohio:* R.C. 2152.02, R.C. 2152.011, R.C. 3313.668, R.C. 3313.672, R.C. 3326.22, R.C.3321, et seq., R.C. 3331.01; O.A.C. 3301-69-02.

*Cross Reference:* Policy No. **3820**, Resolving Issues with Attendance; Policy No. **4203**, Emergency School Closings & Calamity Days; Policy No. **3540**, Promotion and Retention of Students

# Attachment 10

## Suspension & Expulsion Policy

The Governing Authority understands the severity of excluding a student from the School. The Governing Authority, however, will not tolerate violent, dangerous, disruptive, or inappropriate behavior by students that substantially impedes the School from accomplishing its educational mission. The following policy outlines when a student may be excluded from school, the procedure to follow, and the due process rights available to students.

If an alleged violation of the Code of Conduct meets the definition of sexual harassment under Title IX, then the School must follow its Policy No. 3120, Title IX Compliance and Grievance Procedure prior to imposing any disciplinary sanctions or other actions that are not supportive measures.

Violations of the Code of Conduct, for pre-k to 3<sup>rd</sup> grade students, are broken down into the following Categories:

Category 1: A serious and specific offense for which suspension or expulsion is statutorily required (e.g., bringing a firearm to school) or statutorily authorized (e.g., possessing a firearm, bringing a knife capable of causing serious bodily injury, making a bomb threat, or causing serious harm to persons or property).

Category 2: An offense not listed in Category 1 but for which the School determined suspension was necessary to protect the immediate health and safety of the student, the student's fellow classmates, or the classroom staff or teachers.

Category 3: A "minor offense" that neither belongs in Category 1 or Category 2.

Students may be excluded by:

- *In-School Suspension.* A student may be removed temporarily to an in-school suspension, which is a suspension served in a supervised learning environment within the School setting.
- *Out of School Suspension.* A student may be removed temporarily from the School for a maximum of ten (10) days for misconduct and violating school rules. Said students shall have an opportunity to (1) complete missed classroom assignments and (2) receive at least partial credit for any assignment completed. The School may reduce a student's grade due to the student's suspension, but the School shall not assign a failing grade solely because of the student's suspension.
  - *Exception:* Pre-K to 3<sup>rd</sup> grade students shall only be subject an out of school suspension for serious offenses or only as necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.
- *Emergency Suspension.* A student may be removed *immediately* from the School, without formal due process procedures when the Head Administrator determines, at his or her discretion, that the student's continued presence at the School poses a danger to others or

to property or is an ongoing threat. The School shall then proceed to have a hearing on the next school day.

- *Exception:* Pre-K through 3<sup>rd</sup> grade students may be removed on an emergency basis only for the remainder of the school day and shall be permitted to return to curricular and extracurricular activities on the school day following the day in which the student was removed. When a student is removed and returned to curricular and extracurricular activities on the next school day, the School shall not be required to hold a hearing provide notice of such hearing. Suspension proceedings shall not be initiated against a student in Pre-K through 3<sup>rd</sup> grade who was removed from a curricular or extracurricular activity on an emergency basis unless the student committed a serious offense or it is necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.
- *Expulsion.* A student may be removed entirely for a maximum of one (1) year or up to eighty (80) days depending on the severity of the student's behavior. All expulsions require a hearing.
  - *Exception:* Pre-K to 3<sup>rd</sup> grade students shall only be subject to an out of school expulsion for serious offenses or only as necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.
- *Emergency Expulsion.* A student may be removed *immediately* from the School, without formal due process procedures when the Head Administrator determines, at his or her discretion, that the student's continued presence at the School poses a danger to others or to property or is an ongoing threat. The School shall then proceed to have a hearing on the next school day.
  - *Exception:* Pre-K through 3<sup>rd</sup> grade students may be removed on an emergency basis only for the remainder of the school day and shall be permitted to return to curricular and extracurricular activities on the school day following the day in which the student was removed. When a student is removed and returned to curricular and extracurricular activities on the next school day, the School shall not be required to hold a hearing provide notice of such hearing. Expulsion proceedings shall not be initiated against a student in Pre-K through 3<sup>rd</sup> grade who was removed from a curricular or extracurricular activity on an emergency basis unless the student committed a serious offense or it is necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.

### Suspension

A student may be suspended for a maximum of ten (10) days for misconduct and violating school rules. , If a suspension is imposed with fewer than ten (10) days left in the school year, the student may be required to perform community service or another alternative consequence for a number of hours equal to the remaining period of the suspension. The student shall be required to begin the community service or alternative consequence during the first full weekday of summer break. The School, in its discretion, may develop an appropriate list of alternative consequences. If the student fails to complete community service or the assigned alternative consequence, the School shall determine an appropriate course of action. Such action, however, shall not include requiring

the student to serve the remaining period of the suspension at the beginning of the following school year.

Suspensions generally entitle students to a hearing, outlined below, except in the following two situations. First, students suspended from co-curricular or extra-curricular activities will not be entitled to notice, hearing, or appeal because participating in such activities is a privilege and not a right. Second, in-school suspensions are not subject to hearing.

*Suspension Procedure.* The following procedure shall apply to out-of-school suspension.

- Before imposing the suspension, the Student is provided a “Notice of Intent Suspend from School,” Form No. **3810.2**. The Notice shall provide the reasons for the proposed suspension.
- The Student is provided an informal hearing to challenge or otherwise explain the incident leading to the proposed suspension. The hearing will be conducted before the Head Administrator or his/her designee and the student may not call witnesses at the hearing.
- If the suspension is issued, the Head Administrator will notify, in writing, the following parties: the Student’s parents or guardian, with a “Notice of Suspension,” Form No. **3810.3**. The written notification shall explain the reasons for the suspension. The student’s parents or guardian shall also be notified, in writing with a “Notice of Suspension Letter,” Form No. **3810.4**.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the “Notice of Intent to Suspend from School.” The Student or the Student’s parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon the suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

#### Emergency Suspension

A student may be removed immediately from the School or School property—without following the suspension or expulsion procedures—if the Head Administrator or his/her designee determines the student’s presence at the School creates (1) a health risk, (2) presents a danger to other persons or property or (3) seriously disrupt the School’s function.

Additionally, a student may be immediately removed from curricular or extracurricular activities by a teacher. The student will be sent to the Head Administrator or his/her designee. The teacher must submit in writing the reasons for removal.

*Emergency Suspension Procedure.* The following procedure shall apply to Emergency Suspensions:

- Once removed from the activity or school premises, the School shall provide the student written notice “Notice of Emergency Removal,” Form No. **3810.1**, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.

- The hearing shall take place the next school day from the time of the initial order. The hearing shall be held in accordance with the Suspension hearing rules unless it is probable that the student may be subject to expulsion, in which case the hearing shall be held in accordance with the Expulsion rules. The individual who ordered, caused, or requested the emergency suspension shall present at the hearing.
- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.
- If the suspension is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian with a "Notice of Suspension," Form No. **3810.3**. The written notification shall explain the reasons for the suspension. The student's parents or guardian shall also be notified, in writing with a "Notice of Suspension Letter," Form No. **3810.4**.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the "Notice of Intent to Suspend from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

#### Ability to Make Up Work Required

The School shall allow students to complete classroom assignments missed during both in-school and out-of-school suspensions.

#### Expulsion

A student may be expelled or totally removed from the education program for more than ten (10) days. Expulsions imposed with fewer days left in the school year than the expulsion requires may be extended into the following school year at the discretion of the Head Administrator or his/her designee. Instead of or in addition to serving an expulsion, the student may be required to perform community service. However, a student may not perform community service if he or she is expelled for bringing a firearm to School or onto School property.

During the student's expulsion, the School may continue educational services in an alternative setting.

*Offenses worthy of Expulsion.* Expellable offenses may be broken into three categories:

1. Students must be expelled for one year for the following offense:
  - Bringing a firearm to the School, onto School property, or on any property used or leased by the School for school; extracurricular events; or school-related events. On a case by case basis, the School may reduce this disciplinary action in accordance with section 3313.661 of the Revised Code.
2. Students may be expelled for a maximum of one (1) year for the following offenses:
  - Bringing a firearm to an interscholastic competition, an extracurricular event, or any other school program or activity that is not located in a school or on property that is owned or

controlled by the school district. On a case by case basis, the School may reduce this disciplinary action in accordance with section 3313.661 of the Revised Code.

- Bringing a knife capable of causing serious bodily injury or possessing a knife capable of causing serious bodily injury that was brought on by another person to the School, onto School property, or to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School.
- Making a bomb threat to a school building or any premises at which a school activity is occurring at the time under the threat.
- Committing an act that is a criminal offense when committed by an adult and the offense results in serious physical harm to persons or property, *while* the student is at school, on any other property owned or controlled by the Governing Authority, at an interscholastic competition, an extracurricular event, or any other school program or activity.

3. Students may be expelled up to eighty (80) school days for the following offenses:

- Serious misconduct.
- Serious violation of the School rules.
- Other cause.

A “firearm” is defined in accordance with 20 U.S.C. 7151 and means any weapon (including a starter gun which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receive of any such weapon, any firearm or firearm silence; or any destructive device.

A “knife” is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device that is used for, or is readily capable of, causing death or serious bodily injury.

The Head Administrator may, in his/her sole judgment and discretion, modify or reduce such expulsion for a student committing serious physical harm in writing, to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student’s disability); or
- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student’s response to the imposition of any prior discipline imposed for behavioral problems.

The Head Administrator may, in his/her sole judgment and discretion, reduce an expulsion for making a bomb threat to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is

determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability); or

b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

On a case by case basis, the head Administrator may reduce disciplinary action for all offenses involving firearms and knives.

*Expulsion Procedure.* The following procedure shall apply to Expulsions:

- Before enforcing the expulsion, the Student *and* his/her parent or guardian is provided a "Notice of Intent Expel," Form No. **3810.5**. The Notice shall provide the reasons for the proposed expulsion, the time and place for the hearing.
- The Student is provided a hearing not less than three or more than five days after receiving the Notice. The student may challenge or otherwise explain incident leading to the proposed expulsion. The hearing will be before the Head Administrator or his/her designee and the student may not call witnesses at the hearing.
- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Expulsion," Form No. **3810.6**. The written notification shall explain the reasons for the suspension. The form shall explain the right to appeal to the Governing Authority, the method of appealing to the Governing Authority, and the right to request that the hearing be held in executive session. If the expulsion is for more than twenty (20) school days or if the expulsion will extend into the following semester or school year shall, the notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the "Notice of Intent to Expel from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

The Head Administrator must continue to follow through on expellable offenses, even if the expelled student withdraws from the School prior to the hearing or Head Administrator's decision.

#### Emergency Expulsion

A student may be removed immediately from the School or School property—without following the suspension or expulsion procedures—if the Head Administrator or his/her designee determines the student's presence at the School creates (1) a health risk, (2) presents a danger to other persons or property or (3) seriously disrupt the School's function.

Additionally, a student may be immediately removed from curricular or extracurricular activities by a teacher. The student will be sent to the Head Administrator or his/her designee. The teacher must submit in writing the reasons for removal.

*Emergency Expulsion Procedure.* The following procedure shall apply to Emergency Expulsion:

- Once removed from the activity or school premises, the School shall provide the student written notice “Notice of Emergency Removal,” Form No. **3810.1**, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.
- The hearing shall take place within the next school day from the time of the initial order. The hearing shall be held in accordance with the Expulsion hearing rules. The individual who ordered, caused, or requested the emergency expulsion shall present at the hearing.
- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.
- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student’s parents or guardian and the Treasurer with a “Notice of Expulsion,” Form No. **3810.6**. The written notification shall explain the reasons for the expulsion. The form shall explain the right to appeal to the Governing Authority, the method of appealing to the Governing Authority, and the right to request that the hearing be held in executive session. If the expulsion is for more than twenty school days or if the expulsion will extend into the following semester or school year shall, the notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, that work toward improving those aspects of the student’s attitudes and behavior that contributed to the incident that gave rise to the student’s expulsion.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the “Notice of Intent to Expel from School.” The Student or the Student’s parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

#### Consultation with Mental Health Professional

Beginning 2018-2019 school year, the Head Administrator shall consult with a mental health professional under contract with the School prior to issuing an out-of-school suspension or expulsion for a student in any of grades pre-K through three. If the events leading up to suspension or expulsion indicate a need for additional mental health services, the Head Administrator or mental health professional must, without a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services. That assistance might include referral to an independent mental health professional. This does not limit a School's responsibility to provide special education and support services in the manner required by Ohio and federal law.

The School, its governing authority, and its employees shall be immune from civil damages for injury, death, or loss to person or property arising from a school employee’s decision not to provide

or procure mental health services for a suspended or expelled student, unless the decision is made with malicious purpose, in bad faith, or in a wanton or reckless manner.

### Permanent Exclusion

The Head Administrator may seek permanent exclusion pursuant to the process outlined in Ohio Revised Code 3313.662. The acts (as provided under 3313.662) qualifying a student for permanent exclusion are specified. A student must be 16 or older (at the time the act was committed) and convicted or adjudicated delinquent for violating any of the following:

- 2923.122: Illegal conveyance or possession of a deadly weapon or dangerous ordnance or of object indistinguishable from firearm in a school safety zone.

Any of the following acts, if committed on property owned or controlled by, or at an activity held under the auspices of the school:

- 2923.12: Carrying Concealed Weapons
- 2925.03: Trafficking or Aggravated Trafficking of Drugs
- 2925.11: Possession of Controlled Substances (Other than minor drug offenses)

Any of the following acts, if committed on property owned or controlled by, or at an activity held under the auspices of the school if the victim was an employee of the school:

- 2903.01: Aggravated Murder
- 2903.02: Murder
- 2903.03: Voluntary Manslaughter
- 2903.04: Involuntary Manslaughter
- 2903.11: Felonious Assault
- 2903.12: Aggravated Assault
- 2907.02: Rape
- 2907.05: Gross Sexual Imposition
- Complicity for any of the above criminal acts, regardless of whether the complicity occurred on property owned or controlled by, or at an activity held under the auspices of the school.

After obtaining or receiving proof of the conviction or adjudication and determining that it is appropriate to seek permanent exclusion, the Head Administrator shall give the student and the student's parent, guardian, or custodian written notice that the Head Administrator intends to recommend to the Governing Authority that the Governing Authority adopt a resolution requesting the superintendent of public instruction to permanently exclude the pupil from public school attendance.

### Sealed Records

The School shall comply with any court order regarding the sealing of a current or former student's records under R.C. 2151.357; provided, however, that the School shall retain records as permitted under R.C. 2151.357 for any student who has been permanently excluded under Sections 3301.121 and 3313.62 of the Revised Code, where those records are regarding an adjudication that the student is a delinquent child that was used as the basis for the student's permanent expulsions. Except as permitted by Sections 3301.121, 3313.662, or 2151.358 of the Revised Code, no officer or employee of the School shall release, disseminate, or otherwise make available records of a

student which have been sealed pursuant to R.C. 2151.357 for any purpose involving employment, bonding, licensing, or education to any person or to any department, agency, or other instrumentality of the state or of any of its political subdivisions any information or other data concerning any arrest, taking into custody, complaint, indictment, information, trial, hearing, adjudication, or correctional supervision.

#### General Policies regarding Exclusion

While a student is excluded, whether suspended, removed, or expelled, the Governing Authority prohibits the Student from attending or participating in all School functions or entering the School. The Head Administrator may permit the student to do otherwise.

#### Reporting to the Department of Education

For each of school years 2018-2019, 2019-2020, 2020-2021, and 2021-2022, the School must report to the Department of Education the number of out-of-school suspensions and expulsions issued for any of its students in any of grades pre-K through three, placing each suspension or expulsion in one of the three categories.

Using the numbers reported for the 2018-2019 school year as a base line, each district or school must reduce the number of Category 3 suspensions according to the following schedule:

2017/2018: 0%  
2018/2019: 0%  
2019/2020: 25%  
2020/2021: 50%  
2021/2022: 100%

Additionally, the School must report to the Department of Education, information on whether the School has implemented a PBIS framework.

This policy will be posted in a central location. Additionally, this policy will be made available to students.

*Ohio:* R.C. 2151.357, 3301.121, 3313.66, R.C. 3313.661, R.C. 3313.662, R.C. 3313.664; R.C. 3321.13; R.C. 3314.03; 3314.146.

*Cross Reference:* Policy No. **4510**, Tiered Student Discipline Program; Policy No. **4520**, Transportation Discipline; Policy No. **4540**, Disciplining a 504 Student; Policy No. **4550**, Suspension & Expulsion Policy for Students with Disabilities.



# Attachment 11

IRN No. 009996

Community School Budget

County: Mahoning

Mahoning County High School  
Budget for Fiscal Year 2023

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2300 -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	\$ 58,500.00	\$ 52,000.00	\$ 22,000.00	\$ 50,000.00	\$ 120,000.00						\$ 302,500.00
Retirement Fringe Benefits 200	\$ 8,279.00	\$ 8,401.00	\$ 3,399.00	\$ 12,875.00	\$ 27,540.00						\$ 60,494.00
Purchased Services 400	\$ 508,882.17	\$ 306,966.16	\$ 418,000.00	\$ 93,500.00	\$ 45,200.00		\$ 632,567.00				\$ 2,005,115.33
Supplies 500	\$ 53,777.33		\$ 1,000.00	\$ 3,500.00	\$ 68,000.00		\$ 110,000.00				\$ 236,277.33
Capital Outlay 600		\$ 32,286.00	\$ -			\$ 28,000.00					\$ 60,286.00
Other 800			\$ 48,000.00	\$ 7,350.00	\$ 10,000.00						\$ 65,350.00
<b>Total</b>	<b>\$ 629,438.50</b>	<b>\$ 399,653.16</b>	<b>\$ 492,399.00</b>	<b>\$ 167,225.00</b>	<b>\$ 270,740.00</b>	<b>\$ 28,000.00</b>	<b>\$ 742,567.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,730,022.66</b>

Budget Per Pupil

Estimated Student Enrollment	125	\$5,035.51	\$3,197.23	\$3,939.19	\$1,337.80	\$2,165.92	\$224.00	\$5,940.54	\$0.00	\$0.00	\$0.00	\$21,840.18
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**Assumption for the Fiscal Year 2023**

**Expected Enrollment**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students								10	10	20	20	16	25

**Expected Instructors**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff								1	2	2	3	3	3

**Expected Administrative Staff**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff								0.3	0.3	0.3	0.3	0.3	0.3

**All Other Expected Staff**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff								0.3	0.3	0.3	0.3	0.4	0.4

**Expected Purchased Services**

Rent	\$	-
Utilities		20,000.00
Other Facility Costs		31,800.00
Insurance		3,470.00
Management Fee		-
Sponsor Fee		22,320.00
Audit Fees		5,750.00
Contingency		-
Transportation		5,500.00
Food Service		
Legal		35,000.00
Marketing		-
Consulting		
Salaries and Wages		815,848.33
Employee Benefits		349,649.28
Special Education Services		150,000.00
Technology Services		71,000.00
Food Services		
Other	\$	494,777.72
<b>Total</b>	<b>\$</b>	<b>2,005,115.33</b>

**Fiscal Year 2022-2023 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	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**Narrative Summary**

Name of sponsor: Ohio Department of Education  
 Name of management company: N/A  
 Name of treasurer: Cynthia Lengyel

Revenue	
Interest	3,500.00
Collaborative with districts	680,000.00
Foundation	691,838.64
Unrestricted Grants in Aide State	21,940.85
Economically Disadvantage	62,092.63

Carry Over	1,459,372.12
	838,568.30
Total Available Cash	2,297,940.42

FY2023 May 2023

IRN No.: 009996

County: Mahoning

Type of School: Community School Brick & Mortar

School Name: Mahoning County High School/Mahoning Valley Community School

Contract Term: 6/30/23

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

For the Fiscal Years Ended 2020 through 2022, Actual and

the Fiscal Years Ending 2023 through 2027, Forecasted

	Actual			Forecasted				
	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	\$ 878,410	\$ 1,071,750	\$ 1,202,166	\$ 1,274,000	\$ 1,422,222	\$ 1,601,481	\$ 1,933,332	\$ 1,983,000
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	643,014	859,016	848,123	1,270,000	1,200,000	1,300,000	1,400,000	1,400,000
<b>Total Operating Receipts</b>	<b>\$ 1,521,424</b>	<b>\$ 1,930,766</b>	<b>\$ 2,050,289</b>	<b>\$ 2,544,000</b>	<b>\$ 2,622,222</b>	<b>\$ 2,901,481</b>	<b>\$ 2,665,000</b>	<b>\$ 3,383,000</b>
<b>Operating Disbursements</b>								
100 Salaries and Wages	\$ 625,295	\$ 619,004	\$ 503,813	\$ 580,000	\$ 595,000	\$ 600,000	\$ 605,000	\$ 610,000
200 Employee Retirement and Insurance Benefits	85,675	149,971	104,124	104,410	105,233	106,055	107,877	108,700
400 Purchased Services	848,840	834,449	2,113,276	2,429,535	2,622,900	2,689,100	2,767,000	2,836,100
500 Supplies and Materials	76,758	107,258	123,992	175,000	170,000	170,000	170,000	170,000
600 Capital Outlay -New	1,001	-	-	776,584	2,000,000	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	11,483	53,133	48,701	18,000	53,000	53,000	55,000	55,000
819 Other Debt	-	-	-	-	-	-	-	-
<b>Total Operating Disbursements</b>	<b>\$ 1,649,052</b>	<b>\$ 1,763,814</b>	<b>\$ 2,893,906</b>	<b>\$ 4,083,529</b>	<b>\$ 5,546,133</b>	<b>\$ 3,618,155</b>	<b>\$ 3,704,877</b>	<b>\$ 3,779,800</b>
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (127,628)	\$ 166,952	\$ (843,617)	\$ (1,539,529)	\$ (2,923,911)	\$ (716,674)	\$ (1,039,877)	\$ (396,800)
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except fund 532)	\$ 141,574	\$ 311,787	\$ 1,122,977	\$ 1,278,550	\$ 1,295,000	\$ 865,000	\$ 865,000	\$ 865,000
State Grants (3200, except 3211)	25,000	40,492	1,800	421,800	751,800	1,800	1,800	1,800
Restricted Grants (3219, Community School Facilities)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	4,874	2,496	4,332	20,000	20,000	15,000	15,000	15,000
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	-	7,236	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
<b>Total Nonoperating Revenues/(Expenses)</b>	<b>\$ 171,448</b>	<b>\$ 362,012</b>	<b>\$ 1,129,108</b>	<b>\$ 1,720,350</b>	<b>\$ 2,066,800</b>	<b>\$ 881,800</b>	<b>\$ 881,800</b>	<b>\$ 881,800</b>
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 43,820	\$ 528,964	\$ 285,491	\$ 180,821	\$ (857,111)	\$ 165,126	\$ (158,077)	\$ 485,000
Fund Cash Balance Beginning of Fiscal Year	\$ 789,510	\$ 833,330	\$ 1,362,294	\$ 1,647,786	\$ 1,828,607	\$ 971,496	\$ 1,136,622	\$ 978,545
Fund Cash Balance End of Fiscal Year	\$ 833,330	\$ 1,362,294	\$ 1,647,786	\$ 1,828,607	\$ 971,496	\$ 1,136,622	\$ 978,545	\$ 1,463,545

**Assumptions**

	Actual			Forecasted				
	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
<b>Staffing/Enrollment</b>								
Total Student FTE	78	110	110	130	150	190	225	250
Instructional Staff	14.00	14.00	19.00	19.00	19.00	22	22	25
Administrative Staff	0.80	1.80	4.80	5.40	3.00	3	3	3
Other Staff	2.00	2.00	28.00	30.00	15.00	15	15	15

**Purchased Services**

Rent	\$ 2.00	\$ -	\$ 27,890.50	\$ 27,900.00	\$ -	\$ -	\$ -	\$ -
Utilities	13,718.15	10,047.86	9,220.57	8,000.00	10,500.00	10,500.00	10,500.00	10,500.00
Other Facility Costs	12,482.27	3,413.00	40,349.52	45,000.00	82,000.00	38,600.00	39,000.00	38,600.00
Insurance	3,470.00	5,399.00	5,399.00	10,735.00	15,000.00	15,000.00	18,000.00	18,000.00
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	22,849.18	29,385.81	28,447.20	29,500.00	31,000.00	31,500.00	31,500.00	31,500.00
Audit Fees	5,750.00	5,963.20	5,750.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Contingency	-	-	-	-	-	-	-	-
Transportation	4,000.00	-	-	4,000.00	4,500.00	4,500.00	4,500.00	4,500.00
Legal	27,541.00	29,331.50	13,112.00	28,000.00	29,000.00	28,000.00	29,000.00	28,000.00
Marketing	-	672.44	-	-	2,500.00	-	2,500.00	-
Consulting	-	-	1,413.75	-	-	-	-	-
Salaries and Wages	605,186.00	603,424.00	1,218,770.29	1,396,668.00	1,497,400.00	1,590,000.00	1,640,000.00	1,692,000.00
Employee Benefits	101,176.00	94,147.00	744,702.77	818,732.00	880,000.00	900,000.00	920,000.00	940,000.00
Special Education Services	-	-	-	-	-	-	-	-
Technology Services	-	-	-	-	-	-	-	-
Food Services	-	-	-	-	-	-	-	-
Other	52,665.23	52,665.23	18,220.40	55,000.00	65,000.00	65,000.00	66,000.00	67,000.00
<b>Total</b>	<b>\$ 848,839.83</b>	<b>\$ 834,449.04</b>	<b>\$ 2,113,276.00</b>	<b>\$ 2,429,535.00</b>	<b>\$ 2,622,900.00</b>	<b>\$ 2,689,100.00</b>	<b>\$ 2,767,000.00</b>	<b>\$ 2,836,100.00</b>
				-	-	-	-	-

**Financial Metrics**

Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	41.55%	0.00%	18.18%	15.38%	26.67%	18.42%	11.11%
Growth in New Capital Outlay	0.00%	-100.00%	0.00%	0.00%	157.54%	-100.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	26.91%	6.19%	24.08%	3.07%	10.65%	-8.15%	26.94%
Growth in Non-Operating Receipts/Expenses	0.00%	111.15%	211.90%	52.36%	20.14%	-57.34%	0.00%	0.00%
Days of Cash	0.48	0.47	0.47	0.40	0.33	0.27	0.31	0.26

**Assumptions Narrative Summary**

Fiscal Year 2023-2024 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	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**STUDENTS/FUNDING**

The number of enrolled students increased during 2023. As we plan for the future we expect an increase in enrollment. We are currently at 130 full time equivalent students. We are expecting 20 additional students to enroll in Mahoning Valley Community School in 2024. Over the next 4 years we expect our enrollment to increase. The collaborative includes students from Mahoning, Columbiana and Trumbull County school districts who have students who are affected by trauma and are not understood by their home districts. We continue to monitor our costs for students to attend the collaborative program. As teacher and building cost increase we change the daily cost for the students to attend. Currently that cost is \$97 per day. We expect this cost, to districts, to increase over the next 4 years. We are including TANF Grant in FY2023. This may be awarded in the future but we don't know if this will happen for sure. We have included \$471,000 for a 2 year Federal Grant in FY 2023, \$379,000 has been added for FY 2024. This is a 2 year grant that we received directly from the Federal Government totaling \$850,000.

**STAFF**

2023 and future years, Mahoning Valley Community School is continuing to run payroll for all parttime staff .

We continue to contract with Columbiana County ESC who has hired the Director, Principal, Special Ed Director, and all teachers. The Superintendent, for FY2023 through FY 2027, will be full time to the Mahoning Valley Community School. Current staff classrooms are not full to capacity this allows for additional students to enroll without hiring additional teaching staff.

**BUILDING**

In FY 2023 we purchased a building in Youngstown, to provide a consistent home for the staff and students. We are predicting to spend \$2.5 million split between FY 2023 and 2024. There are plans for future development of the building but until we have sufficient funding we are not going to include this in our forecast. Along with the purchase of the building we are also expecting an increase in the cost of liability insurance and also know that we will have utilities and other costs associated with owning a building. We were awarded a \$100,000 Safety Grant. These dollars will be used to purchase cameras and a secure entrance to the building.

**OPERATIONS**

Ohio Department of Education has continued to be MVCS's sponsor, we assume that this relationship will continue over the next 5 years. Columbiana County Educational Service Center will continue as the fiscal agent for MCHS. The ESC will continue to charge 5% on the general fund revenues over the next 5 years. MVCS will continue to pay a stipend to the accounting clerks for the work they do for the MVCS. FY 2023 MVCS has hired their own Treasurer. The plan is to continue this relationship for the next 5 years.

# Attachment 12

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# Mahoning Valley Community School

345 Oak Hill Entrance F 4<sup>th</sup> Floor • Youngstown, Ohio 44502 • (330) 702-7890

Cynthia Lengyel  
Treasurer

## TREASURER CONTRACT

This employment contract is entered into this 16th day of May 2022 by and between the Governing Board of the Mahoning Valley Community School of Mahoning County, hereinafter called the Board, and Cynthia Lengyel, hereinafter called the Treasurer, for the consideration therein specified, agrees as follows:

### TERMS OF CONTRACT

The Board, in accordance with its action as found in the minutes of its meeting held on the 16th day of May 2022, hereby employs, and Cynthia Lengyel hereby accepts employment as Treasurer, for a period commencing on the 1st day of August 2022, and ending on the 31st day of July 2024.

### PROFESSIONAL CERTIFICATION

Cynthia Lengyel shall maintain and furnish to the Governing Board of the Mahoning Valley Community School evidence of her maintaining, throughout the life of this contract a valid and appropriate certificate to act as Treasurer of this district in accordance with the laws of the State of Ohio.

### DUTIES

Cynthia Lengyel shall perform the duties specified in the job description for Treasurer as adopted by the Governing Board of the Mahoning Valley Community School, as it may be amended from time to time during the term of this contract. Such job description as so amended is hereby incorporated in this contract by reference as if fully restated herein.

### COMPENSATION

The Governing Board of the Mahoning Valley Community School shall pay Cynthia Lengyel \$50,000.00 plus pick up on the pick-up to the School Employees Retirement System. Increases in the salary of Cynthia Lengyel during the term of this contract shall take place as the Board sees fit, but in no event shall Cynthia Lengyel's salary be reduced, except as provided by law. If no adjustment is made during the term of the contract, all other provisions of this contract, including its termination date, shall remain as stated herein.

### OTHER COMPENSATION

The Board shall provide Cynthia Lengyel with all benefits applicable to administrative employees, in accordance with Board policy. The Governing Board of the Mahoning Valley Community School shall reimburse the Treasurer for all actual and necessary travel and other expenses required in the performance of the official duties during the employment under the contract subject to such limitation as provided by law and by Board policy.

The Governing Board also agrees to pay at 100% the membership for the said Treasurer in professional organizations such as OASBO and other memberships that will aide in the performance of the Treasurer/CFO position.

### PROFESSIONAL GROWTH

That the Treasurer shall be encouraged to attend those professional meetings, the actual and necessary expenses of said attendance to be paid by the Governing Board of the Mahoning Valley Community School.

### DAYS TO BE WORKED

The Treasurer shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will be performed during normal business hours 200 days remotely and on site as needed, but it is expressly agreed that the duties of this position will require the Treasurer to work during times other than normal business hours.

### HOLIDAYS

The Treasurer shall be entitled to the legal holidays specified in the Board policy, to be taken on the dates specified in the adopted school calendar.

### SICK DAYS

The Treasurer shall be entitled to the use of sick leave in accordance with Ohio Law and Board policy.

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# Mahoning Valley Community School

345 Oak Hill Entrance F 4<sup>th</sup> Floor • Youngstown, Ohio 44502 • (330) 702-7890

Cynthia Lengyel  
Treasurer

## MEDICAL EXAMINATION

Upon the request of the Board, Cynthia Lengyel hereby agrees to submit to a comprehensive medical examination. A physician's statement certifying to the physical and mental competency of the said Cynthia Lengyel, shall be filed with the Treasurer of the Governing Board of the Mahoning Valley Community School and shall be treated as confidential information. The cost of said medical examination should be borne by the Governing Board of the Mahoning Valley Community School.

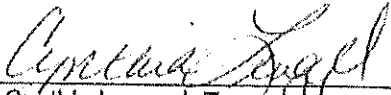
## CONTRACT TERMINATION


This employment contract may be terminated by:

1. Mutual agreement of the parties
2. Retirement, disability or death
3. Termination by the Board in accordance with the laws of the State of Ohio.

## SAVINGS

If any portion of this contract is deemed to be illegal due to conflict with State or Federal laws, the remainder of the contract shall remain in full force and effect.

  
Cynthia Lengyel, Treasurer

  
Rev. Lewis Magklin, Governing Board President

  
Cynthia Lengyel, Treasurer

5-16-2022  
Date



DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS (MUTUAL) INSURANCE COMPANY**  
LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. 66391249

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

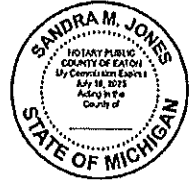
its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

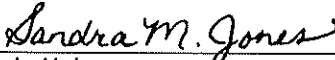
  
\_\_\_\_\_  
Andrea Lindemeyer Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th, 2025.

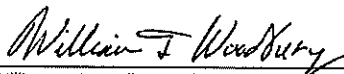
  
\_\_\_\_\_  
Sandra M. Jones Notary Public

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 7th day of July, 2022.



  
\_\_\_\_\_  
William F. Woodbury, First Vice President, Secretary and General Counsel

## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

### Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting [www.auto-owners.com](http://www.auto-owners.com), and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy).

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

### **How Long We Retain Your Information**

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

### **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy) or by contacting us.

### **Contact Us**

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

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

CYNTHIA A LENGYEL

THIS LICENSE AWARDED TO

OH1213882

01/24/2020

EDUCATOR STATE ID

ISSUE DATE


07/01/2020 to 06/30/2025

EFFECTIVE DATES

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

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

**Credential # 21813415**

  
Interim Superintendent of Public Instruction

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



DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS (MUTUAL) INSURANCE COMPANY**  
LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. 66391249

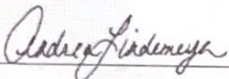
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Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

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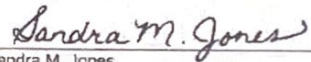
  
\_\_\_\_\_  
Andrea Lindemeyer Senior Vice President

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th, 2025

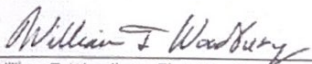
  
\_\_\_\_\_  
Sandra M. Jones Notary Public

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 7th day of July, 2022



  
\_\_\_\_\_  
William F. Woodbury, First Vice President, Secretary and General Counsel

# Attachment 13

# CCESC EMPLOYEE/BOARD SHARE OF FRINGE BENEFITS

Effective July 1, 2022

## Single

Description	Total	EE Share	Board Share
Medical/Presc.	\$ 10,133.97	\$ 1,013.40	\$ 9,120.57
Dental	\$ 1,069.97	\$ -	\$ 1,069.97
Vision	\$ 224.62	\$ -	\$ 224.62
Life Insurance (\$10,000)	\$ 15.00	\$ -	\$ 15.00

<b>Total</b>	\$ 11,443.56	\$ 1,013.40	\$ 10,430.16
<b>Per Month (11 Months)</b>	\$ 1,040.21	\$ 101.34	\$ 1,042.77
<b>Per Pay</b>		\$ 50.67	

## Family

Description	Total	EE Share	Board Share
Medical/Presc.	\$ 24,615.03	\$ 2,461.50	\$ 22,153.53
Dental	\$ 2,637.69	\$ -	\$ 2,637.69
Vision	\$ 560.34	\$ -	\$ 560.34
Life Insurance (\$10,000)	\$ 15.00	\$ -	\$ 15.00

<b>Total</b>	\$ 27,828.06	\$ 2,461.50	\$ 25,366.56
<b>Per Month (11 Months)</b>	\$ 2,529.71	\$ 223.77	\$ 2,305.94
<b>Per Pay</b>		\$ 111.89	

# CCESC EMPLOYEE/BOARD SHARE OF FRINGE BENEFITS

Effective July 1, 2020

Description	Company	Single		Family	
		EE Share	Board Share	EE Share	Board Share
Medical/Presc.	Med Mutual	\$ 82.08	\$ 738.78	\$ 199.38	\$ 1,794.48
Dental	Med Mutual	-	\$ 97.27	-	\$ 239.79
Vision	Med Mutual	-	\$ 20.42	-	\$ 50.94
Life Insurance (\$10,000)	Consumers Life	-	\$ 1.25	-	\$ 1.25
<b>Total</b>		<b>\$ 82.08</b>	<b>\$ 857.72</b>	<b>\$ 199.38</b>	<b>\$ 2,086.46</b>
<b>Per Pay</b>		<b>\$ 41.04</b>	<b>N/A</b>	<b>\$ 99.69</b>	<b>N/A</b>

Medical/Presc.	Med Mutual	\$ 820.80	\$ 7,387.80	\$ 1,993.80	\$ 17,944.80
Dental	Med Mutual	-	\$ 972.70	-	\$ 2,397.90
Vision	Med Mutual	-	\$ 204.20	-	\$ 509.40
Life Insurance (\$10,000)	Consumers Life	-	\$ 15.00	-	\$ 15.00
<b>Annual Amount</b>		<b>\$ 820.80</b>	<b>\$ 8,579.70</b>	<b>\$ 1,993.80</b>	<b>\$ 20,867.10</b>

\* Reflects 3.85% increase in Medical Insurance

# Attachment 14

HS-C-23-02-05



DocId:8141150

Tx:4089768

This Conveyance has Complied with Section 315.202

Fee \$ \_\_\_\_\_ Receipt # 725

Permissive Tax \_\_\_\_\_

Exempt \_\_\_\_\_ Date 2/9/23

By \_\_\_\_\_ Deputy

RALPH T. MEACHAM  
MAHONING COUNTY AUDITOR

202300004254

Filed for Record in  
MAHONING COUNTY, OHIO  
NORALYNN PALERMO, RECORDER

03/09/2023 12:53 PM

DEED 66.00

OR Book 6562 Page 725

TAX MAP DEPT  
OK BY [Signature]  
NEXT TRANSFER  
NEEDS NEW SURVEY  
\* Exempt  
\* Parcels 1 & 2

# Governor's Deed

## State of Ohio

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, under and by virtue of the provisions of Amended Substitute House Bill 377, Section 50, passed by the 134th General Assembly, the Governor is authorized to execute a deed in the name of the State of Ohio (the "Grantor"), conveying to Mahoning Valley Community School (the "Grantee"), having a tax mailing address of 2725 Gibson Street, Youngstown, Ohio 44502, its successors and assigns, all of the Grantor's right, title, and interest in certain real estate located at 2026 South Avenue, Youngstown, Ohio 44502 which real estate consists of approximately 3.051 acres being more fully described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted in Exhibit "B" attached hereto and incorporated herein by reference (herein referred to as the "Property"); and

WHEREAS, title to the Property was conveyed to the Grantor by virtue of the following instruments in the records of the Mahoning County Recorder's Office: an instrument recorded on December 4, 1957 in Deed Book 845, Page 56; an instrument recorded on November 5, 1959 in Deed Book 901, Page 620; and an instrument recorded on March 12, 1975 in Deed Book 1321, Page 54; and

WHEREAS, the consideration to be paid by the Grantee for the conveyance of the Property is Two Hundred Seventy-One Thousand Three Hundred Seventy-Six and 00/100 Dollars (\$271,376.00); and

WHEREAS, the Grantor and Grantee have entered into a Real Estate Purchase Agreement dated on or about February 2, 2023, setting forth the terms and conditions for the sale and purchase of the Property; and

**WHEREAS**, the conveyance shall include the improvements, furnishings, fixtures, appurtenances and chattels situated on the real estate, and is subject to all leases, easements, reservations, restrictions, licenses, permits, memoranda of understanding, agreements, conditions, and covenants of record and encroachments whether of record or not;; all legal highways and public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The Property shall be conveyed in an “as-is, where-is, with all faults,” condition; and

**WHEREAS**, the Grantor shall not be responsible for, or pay any taxes and assessments due, if any, on the Property.

**NOW, THEREFORE, THE STATE OF OHIO**, by **MIKE DEWINE, GOVERNOR**, acting under the authority of Amended Substitute House Bill 377, Section 50, passed by the 134th General Assembly, does hereby grant, sell, convey, and forever quitclaim unto **Mahoning Valley Community School**, the Grantee, its successors and assigns, all right, title and interest of the State of Ohio in the Property described in **Exhibit “A”** and depicted in **Exhibit “B”**.

**TO HAVE AND TO HOLD** the Property with all privileges and appurtenances thereunto belonging to the Grantee, its successors and assigns, forever.

**Intentionally Left Blank**

IN TESTIMONY WHEREOF, I, MIKE DEWINE, GOVERNOR, for and in the name of the Grantor and the State of Ohio, have signed this deed at Columbus, Ohio, and have caused the same to be countersigned by the Secretary of State and the Great Seal of the State of Ohio to be hereunto affixed this 24 day of FEB, 2023.



**THE STATE OF OHIO**

BY: Mike Dewine  
**MIKE DEWINE, GOVERNOR**  
PURSUANT TO  
AMENDED SUBSTITUTE  
HOUSE BILL NO. 377  
(134<sup>th</sup> G.A.)

**COUNTERSIGNED**

BY: Frank LaRose  
**FRANK LAROSE**  
PURSUANT TO  
AMENDED SUBSTITUTE  
HOUSE BILL NO. 377  
(134<sup>th</sup> G.A.)

**DRAFTED AND PREPARED**

BY: Kathleen C. Madden/RLC  
**KATHLEEN MADDEN**  
PURSUANT TO  
AMENDED SUBSTITUTE  
HOUSE BILL NO. 377  
(134<sup>th</sup> G.A.)

Recorded in Volume 32, Page 148 New Deeds Various State Lands  
Office of Real Estate and Planning, Department of Administrative Services

## EXHIBIT "A"

### Legal Description

#### DESCRIPTION OF PROPERTY TRANSFERRING TO PURCHASER

##### Tract 1

Situated in the City of Youngstown, County of Mahoning and State of Ohio and known as part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177) as City Lots and Out Lots are now numbered in said City, said part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177) is bounded and described as follows:

Beginning at a point in the west line of South Avenue, One Hundred Ninety-five (195) feet north of the north line of Emery Street, said point of beginning also the north line of lands now or formerly owned by Clara Gorsky; and running thence north by the west line of said South Avenue, Ninety (90) feet to a point; thence west Two Hundred Fifty (250) feet to a point; thence south One Hundred Forty-five (145) feet to the north line of City Lot Twenty-five Thousand Four (25,004); thence east by the north line of City Lot Twenty-five Thousand Four (25,004) and by the north line of City Lot Twenty-five Thousand Five (25,005), Ninety (90) feet to the west line of said Gorsky lands; thence north by the west line of said Gorsky lands Fifty-five (55) feet to the north line of said Gorsky lands; thence east by the north line of said Gorsky lands, One Hundred Sixty (160) feet to the place of beginning, be the same more or less, but subject to all legal highways and easement of record.

Parcel Numbers: 53-114-201.00-0 & 53-114-202.00-0  
Prior Instrument Reference: Deed Volume 845 Page 56

##### Tract 2

Situated in the City of Youngstown, County of Mahoning and State of Ohio and known as part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177) according to the latest enumeration of lots and outlots in said City, bounded and described as follows:

Beginning at a point in the West line of South Avenue, at a point which is Two Hundred Five (205) feet south of the intersection of the south line of Knox Street with said South Avenue; thence west, along the south line of a Ten (10) foot strip of land now or formerly owned by the City of Youngstown, Four Hundred and Sixty-one Hundredths (400.61) feet to an angle point in said City of Youngstown lands; thence south, along the east line of said City of Youngstown lands, Three Hundred Thirty-seven and Twenty-eight Hundredths (337.28) feet to a point in the southeast corner of said City of Youngstown lands and in the northeast corner City Lot Twenty-five Thousand (25,000), also being the northwest corner of City Lot Twenty-five Thousand One (25,001); thence east along the rear or north lines of City Lot Twenty-five Thousand One (25,001), City Lot Twenty-five Thousand Two (25,002) and City Lot Twenty-five Thousand Three (25,003), One Hundred Fifty (150) feet to a point in the northeast corner of City Lot Twenty-five Thousand Three (25,003) and the northwest corner of City Lot Twenty-five Thousand Four (25,004), said point also being

**EXHIBIT "A"**

DESCRIPTION OF PROPERTY TRANSFERRING TO PURCHASER

(Continued)

the southwest corner of a part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177) now or formerly owned by John Owcarz; thence north along the west line of Owcarz part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177), One Hundred Forty-five (145) feet to a point of angle in said Owcarz part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177); thence along the north line of Owcarz part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177), Two Hundred Fifty and Twenty-five Hundredths (250.25) feet to a point in the west line of aforesaid South Avenue and the northeast corner of said Owcarz part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177), thence north, along the west line of South Avenue, One Hundred Seventy-eight and Forty-six Hundredths (178.46) feet to the place of beginning, and containing within said boundaries approximately Two and One Hundred Fifty-three Thousandths (2.153) acres of land, be the same more or less, but subject to all legal highways.

Parcel Number: 53-114-203.00-0

Prior Instrument Reference: Deed Volume 901 Page 620

Tract 3

Situated in the County of Mahoning in the State of Ohio and in the City of Youngstown, and bounded and described as follows:

Lot No. 25002, further identified as 430 Emery Avenue; being 50 feet wide on Emery Avenue and going back an even width of 140 feet (formerly known as lot No. 31 in Ralph F. Knox Plat, as recorded in Volume 16 of Plats, Page 2, Mahoning County Records.)

Parcel Number: 53-114-193.00-0

Prior Instrument Reference: Deed Book 1321 Page 54

EXHIBIT "B"

AERIAL OF PROPERTY TRANSFERRING TO PURCHASER

