

COMMUNITY SCHOOL CONTRACT

This Community School Contract (“Contract”) is entered into by and between the Ohio Council of Community Schools (hereinafter “**Sponsor**”); and the Board of Directors and governing authority of the Canton Harbor High School (hereinafter “**Governing Authority**”), an entity established in accordance with Chapter 1702 of the Ohio Revised Code. The parties intend for this Contract to fully supersede and replace any previous version of this Contract prior to execution.

WHEREAS, Chapter 3314 of the Ohio Revised Code permits the formation and operation of community schools; and

WHEREAS, the Ohio Council of Community Schools is an authorized **Sponsor** under Chapter 3314 of the Ohio Revised Code; and

WHEREAS, Ohio law allows the **Governing Authority** and the **Sponsor** to enter into a renewal contract to allow for the continued operation of a community school; and

WHEREAS, the **Governing Authority** seeks to continue to operate a community school.

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

- A. **Continuation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may continue to operate the community school (hereinafter referred to as the “**School**”) as permitted by and subject to applicable federal laws, the laws of the state of Ohio, and the terms of this Contract. The **Governing Authority** shall be responsible for carrying out the provisions of this Contract, unless the Contract specifically places a duty upon the **Sponsor**.
- B. **Community School Obligations.** The **Governing Authority**, for itself and on behalf of the **School**, covenants and agrees as follows:
1. As required by Section 3314.03(A)(1) of the Ohio Revised Code, the **School**, having been established as either a nonprofit corporation (if established under Chapter 1702 of the Ohio Revised Code prior to April 8, 2003), or a public benefit corporation (if established after April 8, 2003), shall be operated and maintain its status as a nonprofit corporation in good standing.
 2. The **School’s** Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Code of Regulations, Taxpayer Employer ID No., Ohio certificate of non-profit status, and IRS Letter of Determination of the **School’s** federal tax-exempt status (or, until the Letter of Determination is issued, copy of the submitted IRS Form 1023) are attached at **ATTACHMENT 1** to this Contract. If any of these documents are modified or created subsequent to this Contract being executed, the **School** must submit these documents to the **Sponsor** in a timely manner, not to exceed 30 days after receipt or execution.

3. Except as otherwise permitted by this Contract or the **Sponsor**, any future contracts entered into with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date of this Contract or in 10 years, whichever date is earlier.

4. In accordance with the Ohio Revised Code, as a community school pursuant to Chapter 3314 of the Ohio Revised Code, the **School** shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code, as if it were a school district and will comply with Section 3301.0714 of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code. Additionally, if applicable, the **School** will comply with Sections 3301.50 to 3301.59 of the Ohio Revised Code and the minimum standards for preschool programs prescribed in rules adopted by the state board under Section 3301.53 of the Ohio Revised Code.

The **School** will comply with Sections 3313.6021 and 3313.6023 of the Ohio Revised Code as if it were a school district unless it is 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 division (A)(4)(b) of Section 3314.35 of the Ohio Revised Code.

As outlined in Section 3323.012 of the Ohio Revised Code, the **School** is considered a school district for purposes of Chapter 3323 of the Ohio Revised Code. The **School** is also considered a school district for all purposes provided for in Section 3314.082 of the Ohio Revised Code. The **Governing Authority** and **School** shall also comply with Chapter 102 and Section 2921.42 of the Ohio Revised Code and must have a conflicts of interest policy. The **Governing Authority** and **School** will comply with Sections 3302.04 and 3302.041 of the Ohio Revised Code, except that any action required to be taken by a school district pursuant to those Sections shall be taken by the **Sponsor** in accordance with the Ohio Revised Code. However, the **Sponsor** shall not be required to take any action described in Division (F) of Section 3302.04 of the Ohio Revised Code. The **School** shall comply with federal and state laws regarding the education of students with disabilities.

To comply with requirements in this Paragraph, members of the **Governing Authority**, the designated fiscal officer, the Chief Administrative Officer, other administrative employees of the **School**, and all individuals performing supervisory

or administrative services for the **School** under a contract with the management company shall complete training on an annual basis on the public records and open meetings laws.

The **School**, unless it is an internet- or computer-based community school, will comply with Section 3313.801 of the Ohio Revised Code, as if it were a school district.

5. The **School** and **Governing Authority** shall not carry out any act or perform any function that is not in compliance with the Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law.
6. **ATTACHMENT 2** contains the deed or lease agreement and an outline of the **School** facilities including: a detailed description of each facility used for instructional purposes, specifying the location of the **School**, the physical and/or mailing address, and approximate number of square feet utilized by the **School**; the annual costs associated with leasing each facility that are paid by or on behalf of the **School**; the annual mortgage principal and interest payments that are paid by the **School**; and the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any. The facilities used by the **School** will not be changed or altered in a way that would materially impact the available square footage without the prior written consent of the **Sponsor**, which consent shall not be unreasonably withheld, delayed, or conditioned. To the extent that square footage is moved or replaced with alternative classroom settings, the **Sponsor** must consent to any such changes.

If the **School** changes or expands its location, and such location has been or will be leased, no lease shall be signed by the **Governing Authority** unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to include the specifics of the costs for the new location. The **Sponsor** shall have the right to inspect the site before a lease is signed. If the location has been or will be purchased by the **Governing Authority**, the contract of sale and related documents shall not be signed unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to include the specifics of the costs for the new location. Approval of the financial plan or site shall not be unreasonably withheld and/or delayed. After leasing or purchase, a copy of the fully executed lease or conveyance documents, subsequent amendments, modifications, or renewals thereof, and all related documents shall be provided to the **Sponsor** within 10 business days and included in **ATTACHMENT 2**, along with updated facilities information as specified above and in Section 3314.03(A)(9) of the Ohio Revised Code.

Any facility used for or by the **School** shall meet all applicable standards established by state or federal law for community school buildings, including, but not limited to, all requirements imposed by the Americans with Disabilities Act unless legally exempted.

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

The Ohio Department of Education has the authority as the community school oversight body to suspend the operation of the **School** under Section 3314.072 of the Ohio Revised Code if the Ohio Department of Education 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 working in the **School** and the **Sponsor** refuses to take such action.

7. The **School** shall be authorized to provide learning opportunities for grades K-12 for at least 25 students for a minimum of 920 hours per school year or in accordance with any applicable changes of law.
8. The **School** was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract. For purposes of this Paragraph, if the **School** is new but the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997, the **School** will be considered to be a non-public chartered or non-chartered school.
9. The **School** shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and it will not be operated by a sectarian school or religious institution.
10. A list of the current members of the **Governing Authority**, including all contact information required by law, is included as **ATTACHMENT 3**. A description of the process by which the **Governing Authority** of the **School** shall be selected in the future shall also be included, unless that process is outlined in the Code of Regulations included with **ATTACHMENT 1**. The **Governing Authority** shall consist of not less than 5 members and a majority of the members must be comprised of individuals who live or work in the county in which the **School** is located, or an adjacent county. In accordance with Section 3314.035 of the Ohio Revised Code, the **Governing Authority** shall ensure the name of each member is posted on the **School's** website. For new members, the **School's** website shall be updated within 30 days of appointment.

No person shall serve on the **Governing Authority** under any of the circumstances prohibited by Section 3314.02(E) of the Ohio Revised Code, including, but not limited to, serving on the governing authority of more than 5 community schools at the same time. Additionally, in accordance with Section 3314.02(E)(7), each then current member of the **Governing Authority** shall make the required annual disclosures by October 31 of each year or within 60 days of appointment to the **Governing Authority**.

Meetings of the **Governing Authority** must occur at least 8 times per year in the county in which the **School** is located, or an adjacent county, and at least 1 meeting must be held at the **School**. Unless the **Governing Authority** has approved a different rule in compliance with the requirements in Section 121.22 of the Ohio Revised Code, proper notice of any regularly scheduled meeting and all special meetings shall be published on the **School's** website and any other location that the **School** determines would be useful to provide notice of its public meeting. Written notification of any regularly scheduled meeting shall be provided to the **Sponsor** at least 7 days in advance and notice to the **Sponsor** shall be provided immediately upon the scheduling of any special or emergency meeting. Appropriate documents related to any public meeting under Section 121.22 of the Ohio Revised Code shall be provided to the **Sponsor** at the same time they are provided to **Governing Authority** members.

At all times, 1 representative of the **Sponsor** or its designee shall be granted all rights and privileges associated with being a non-voting member of the **Governing Authority**, but shall not be considered a member of the **Governing Authority** under any provision of Ohio law or this Contract. This representative or designee has the authority to attend all executive sessions, unless explicitly excused by the **Governing Authority** so that the **Sponsor** may be discussed or to avoid unintentional waiver of attorney-client privilege, but must maintain appropriate confidentiality. This confidentiality requirement does not preclude the individual from sharing information with other employees or agents of the **Sponsor**, as long as the employees or agents likewise keep the information confidential.

All members of the **Governing Authority** must be approved by the **Sponsor** prior to appointment as an official member counted for quorum and voting purposes, which approval shall not be unreasonably withheld, conditioned, or delayed. 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 Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial background check is performed. The results of these background checks shall be provided first to the **Governing Authority** or its legal counsel and then to the **Sponsor**. Any consent needed to forward the results of the background checks by prospective **Governing Authority** members shall be obtained by the **Governing Authority**. The names, mailing addresses, electronic mail addresses, telephone numbers, and biographical information reflecting experience, education, and/or professional information of current and prospective members of the **Governing Authority** shall also be provided to the **Sponsor**. To the extent that the **Sponsor** needs assistance from the **Governing Authority** confirming the lack of findings of recovery, assistance from the **Governing Authority** will not be unreasonably withheld.

Within 1 year of appointment to the **Governing Authority**, all members without community school governing authority experience must attend at least 8 hours of

training. Any training offered by the **Sponsor** shall be free of charge. The annual training required in Section 3314.037 of the Ohio Revised Code shall count toward the required hours of training noted above. Unless the **Sponsor** conducts this training, the **Governing Authority** shall be permitted to obtain training from an outside provider with approval given by the **Sponsor**, which approval shall not be unreasonably withheld or delayed.

The **Governing Authority** may provide by resolution for the compensation of each of its members in accordance with Ohio law. The **Governing Authority** shall submit such a resolution to the **Sponsor** promptly upon its approval.

Additionally, any attorney, accountant, or entity specializing in audits, contracted by the **Governing Authority** shall be independent from the management company as contracted by the **Governing Authority**.

11. The **School's** Chief Administrative Officer will be the **School's** leader and chief administrator. This individual is responsible for the daily operations at the **School** and will be listed in any state reporting system as the Superintendent, or other similar title. Within 5 business days, the **School** or the **School's** designee shall notify the **Sponsor**, in writing, of any change in the identity of the **School's** Chief Administrative Officer and shall include any documentation required by law.
12. The **School** shall begin operation for the academic year no later than September 30 (unless it is a drop-out prevention and recovery program) by teaching the minimum number of students required by law or this Contract.
13. The **School's** Educational Plan, including its mission, academic goals, characteristics of students the **School** is hoping to attract (including ages and grades), instructional program and methods, focus of the curriculum, educational philosophy of the **School**, and a description of the learning opportunities that will be offered to students (including both classroom and non-classroom based learning opportunities, if present) that complies with the criteria for student participation in Section 3314.08(H)(2) of the Ohio Revised Code are attached as **ATTACHMENT 4**. If applicable, **ATTACHMENT 4** shall also include a notation if the **Governing Authority** is seeking designation as a STEM school equivalent under Section 3326.032 of the Ohio Revised Code, and, if the **School** is operating using the blended learning model as defined in Section 3301.079 of the Ohio Revised Code, the required information as outlined in Section 3314.03(A)(29) of the Ohio Revised Code. The **Governing Authority** shall give the **Sponsor** advanced written notice of its desire to update **ATTACHMENT 4**; however, changes shall not be implemented without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld. Additionally, if the **School** is serving any of grades K-8, multiple grade levels shall not be served concurrently in the same classroom without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld.

In the event the **School** is at risk of state-issued sanctions, including, but not limited to, permanent closure based upon poor academic performance, the **Sponsor** may take prompt action to require additional information and requirements be incorporated into **ATTACHMENT 4**. In such an instance, the **School** and **Governing Authority** agree to comply with reasonable requests, including, but not limited to, an in-depth evaluation of the **School's** curriculum and instructional methods by qualified curriculum and instructional professionals, quarterly reviews of the School Improvement Plan, and any other items deemed necessary by the **Sponsor**.

14. The Performance and Accountability Plan is included as **ATTACHMENT 5** and identifies the minimum performance standards and/or performance requirements to be satisfied by the **Governing Authority** and the **School** in the Core Performance Areas of legal compliance, organization and operational performance, financial performance, and student and academic performance, including all applicable report card measures set forth in Sections 3302.03 or 3314.017 of the Ohio Revised Code.

Within 60 days of being notified by the **Sponsor**, the **Governing Authority** shall submit a Performance Improvement Plan, as outlined in the Performance and Accountability Plan, for any individual indicator, goal, or data point where the **Governing Authority** or **School** did not meet the standards.

The Performance and Accountability Plan will be a significant factor in any **Sponsor** action in accordance with Paragraph F. of this Contract, including, but not limited to, entering into a Performance Improvement Plan, being placed on probation or issuing an intent to suspend operations. Additionally, an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points in any of the Core Performance Areas will also factor into any action taken by the **Sponsor**. The **Sponsor** reserves the right to make changes to the Performance and Accountability Plan as necessary. The **Governing Authority** recognizes that these changes may be required and the **Sponsor** agrees to reasonably negotiate any changes with the **Governing Authority**.

The **School** shall timely administer all statewide achievement assessments required by law, and the results of the assessments will be a factor used to determine progress toward meeting the student and academic performance requirements included in the Performance and Accountability Plan.

15. Within 4 months after the end of each school year, the **Governing Authority** must submit a report of its activities and progress in meeting the goals and standards set forth in this Contract and its financial status to the **Sponsor** and the parents of all students enrolled in the **School**.
16. The **Governing Authority** or its designee shall report annually to the **Sponsor** and the State Board of Education on the day set by the State Board of Education all of

the reporting requirements set by Chapter 3314 of the Ohio Revised Code, including, but not limited to, those found in Section 3314.08(B) of the Ohio Revised Code.

17. The **Governing Authority** or its designee shall report in writing every month to the **Sponsor** with statistics and other items required by the **Sponsor**, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the **Sponsor's** inquiries regarding such information or other matters the **Sponsor** reasonably deems important. Provided that the **Sponsor** uses its reasonable discretion, while visiting the **School**, the **Sponsor** shall use best efforts to avoid undue disruption. The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall have open access for such visits. Upon the written request of **Sponsor**, the **Governing Authority** shall also report in writing all of the following data: total assets, current assets, total liabilities, current liabilities, total number of people on payroll, gross revenue, occupancy cost, payroll/instruction cost, state revenue, management fee cost, grant revenue, and total number of students.

The **Governing Authority**, **School**, and **Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA") and 34 CFR Part 99, the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to the **Sponsor** personally identifiable information from an education record of a student without parental consent (or student consent where applicable) so long as the **Sponsor** has a necessary and a legitimate educational interest. Uses of the information may include conducting audits, compliance evaluations, and other reviews as necessary for the **Sponsor** to carry out its statutory duties. Accordingly, the **School** agrees to grant to **Sponsor's** employees with an applicable legitimate educational interest access as defined hereinafter to "education records" as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its agent(s) (including education management companies) that is reportable to the Ohio Department of Education or its agencies, to the Ohio Auditor of State, or to any outside vendor, and to which the **Sponsor** has a legitimate educational interest. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System, or any successor systems. "Full and complete access" shall include the ability to inspect and copy paper and electronic documents at the **School** and the **School** or its agent(s) (including education management companies) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format, if available.

The **Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the **School** and authorizes its agent(s) (including education management companies) to communicate this information directly to the **Sponsor**.

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

The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with FERPA, or the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of education records and the results of criminal records checks. **Sponsor** shall also be responsible for any liability or adverse consequence(s) resulting from an accidental or other deletion, release, or alteration of information or data systems of the **School** or Ohio Department of Education as a result of such access.

18. The admission procedures of the **School** are set forth in **ATTACHMENT 6** and shall comply with Section(s) 3314.06, and, if applicable, 3314.061 of the Ohio Revised Code, including the following requirements:
 - (a) Specify that the **School** will not discriminate in its admission of students to the **School** on the basis of gender, race, religion, color, national origin, disability, intellectual ability, athletic ability, or measurement of achievement or aptitude; and,
 - (b) Be open to any individual entitled to attend school in the state of Ohio pursuant to Section 3313.64 or Section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of "at-risk" that the parties to this Contract agree upon, and/or; (iii) residents of a specific geographic area within the district as defined in this Contract.

The **Governing Authority** and **School** shall allow the enrollment of students who reside in any district in the state of Ohio, unless the admissions procedures set forth in **ATTACHMENT 6** establishes a different and lawful enrollment policy.

The **School** will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve the racial and ethnic balance reflective of the community it serves. The **School's** methods for achieving this balance are described in **ATTACHMENT 6**.

Notwithstanding the admissions procedures of this Contract, in the event that the racial composition of the enrollment of the **School** violates a federal desegregation order, the **School** shall take all corrective measures to comply with the desegregation order.

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

19. Tuition in any form shall not be charged for the enrollment of any student, except for the enrollment of any student who is not a resident of Ohio in accordance with Section 3314.08(F) of the Ohio Revised Code. The **School** shall not require contributions either from any student eligible to enroll or enrolled in the **School** or from any parent or guardian of a student who is enrolled or intending to enroll in the **School**. Nothing in this Paragraph shall prevent the **School** from charging reasonable class, book, or similar fee(s), or engaging in voluntary fund-raising activities.
20. The **School** shall follow all reasonable dismissal procedures, according to Section 3314.03(A)(6)(a) of the Ohio Revised Code.
21. The **Governing Authority** shall adopt a school attendance policy that includes procedures for verifying attendance, as required by law, and for automatically withdrawing a student from the **School** if the student, without legitimate excuse, fails to participate in 72 consecutive hours of the learning opportunities offered to the student. Attendance and participation policies will be available for public inspection. Attendance and participation records shall be made available to the Ohio Department of Education, the Ohio Auditor of State, and the **Sponsor**, to the extent permitted by FERPA and Section 3319.321 of the Ohio Revised Code.

The **Governing Authority** shall adopt an enrollment and attendance policy or policies that requires a student's parent to notify the **School** when there is a change in the location of the parent's or student's primary residence. Such policy or policies shall also require the verification of student residence and address information for students enrolling in or attending the **School**.
22. The **Governing Authority** shall adopt a policy regarding suspension, expulsion, emergency removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed, and the due process related to any action taken under this Paragraph. The policy and practices pursuant to the policy shall comply with the requirements of Sections 3313.66, 3313.661, and 3313.662 of the Ohio Revised Code. Those policies and practices shall not unlawfully infringe upon the rights of students with disabilities as provided by state and federal law.
23. Unless operations are suspended in accordance with Section 3314.072 of the Ohio Revised Code, 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 to the fullest extent possible, unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, but is not obligated to, assume operation of the **School** as provided for in Section 3314.073 of the Ohio Revised Code. Provided prior written notice is delivered to all members of the **Governing Authority**, the **Sponsor** may also replace the **Governing Authority** if the **Governing Authority** abandons or materially breaches its duties under this Contract or at law in a manner that could cause immediate and irreparable harm to the **School** and/or its students.

24. At least 1 full-time classroom teacher or 2 part-time classroom teachers each working more than 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 12 hours per week shall be licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code. Non-licensed persons may teach up to 12 hours per week in the **School** pursuant to Section 3319.301 of the Ohio Revised Code. The student to full-time equivalent classroom teacher ratio shall be no more than 30:1 without prior written approval of the **Sponsor**. The **School** may employ non-teaching employees.

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

25. Although the **Governing Authority** may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the expiration of this Contract or termination according to the procedures set forth in the Ohio Revised Code.
26. The **Governing Authority** shall specify any arrangements for providing health and other benefits to employees. To the extent required by law, the benefits provided by the **School** must include and are subject to Chapters 3307 and 3309 of the Ohio Revised Code ("STRS" and "SERS"), as applicable.
27. The **School's** financial records shall be maintained in the same manner as are financial records of school districts, pursuant to rules of the Ohio Auditor of State.

The **School** shall submit to the **Sponsor** no later than November 15th of each year a draft of the statutorily-required reports to be generated and submitted to the Ohio Auditor of State no later than 150 days following the close of the fiscal year. In the event this statutory requirement is lifted, the **School** shall be required to comply with relevant statutory provisions.

The **School** shall meet the requirements of the duly authorized laws, rules, and procedures for program and financial audits established by the Ohio Auditor of State and the Ohio Department of Education. The audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.

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

- (a) Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the **School's** finances;
- (b) Improperly maintained its financial records; and/or,
- (c) Insufficient financial controls in place.

If an audit is ordered under this Paragraph, the **Governing Authority** or **School** shall pay the costs. In the event this audit does not materially support findings regarding any of the reasons for which the **Sponsor** may order such audit as described in (a) through (c) above, the **Sponsor** shall reimburse the **Governing Authority** or **School** for direct costs associated with a third-party auditor.

Any breach of this provision will be considered a material breach. The **Sponsor** may exercise all rights afforded to it under statutory or common law to enforce this provision. To the extent that the **Sponsor** incurs damages based upon the **School's** breach of this provision, the **School** agrees to compensate the **Sponsor** for all reasonable costs and damages resulting directly from the **School's** breach of this provision.

- 28. The fiscal year for the **School** shall begin July 1 and end June 30 of the following year.
- 29. A financial plan detailing a projected **School** budget for each fiscal year of this Contract is included with **ATTACHMENT 7**. Each year of this Contract, on or before June 30, a revised financial plan shall be submitted by the **Governing Authority** to the **Sponsor**. The **Governing Authority** and **School** agree that if a deficit is projected, the parties will take appropriate measures to budget for a positive cash flow. 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 such year. In accordance with Section 3314.042 of the Ohio Revised Code, the **Governing Authority** agrees to comply with Section 3301.07(B)(2) of the Ohio Revised Code in terms of financial reporting.

An appropriately licensed and bonded, fiscal officer shall be designated by the **Governing Authority**. Except as provided by Section 3314.011(C) of the Ohio Revised Code, the fiscal officer shall be employed by or engaged under a contract

with the **Governing Authority** of the **School**. The **School's** designated fiscal officer shall maintain the internal financial controls, as approved by the **Governing Authority**, and carry a bond for this individual **School** in an amount no less than \$25,000.00. All revenue received by the **School** pursuant to state or federal law, or pursuant to a grant shall be placed in the custody of the fiscal officer. The fiscal officer's bond, proper contact information, license, and the approved internal financial controls shall be included in **ATTACHMENT 7**. If the fiscal officer changes, the **Governing Authority** shall immediately notify the **Sponsor** in writing and provide updated fiscal officer documentation within 10 business days, such as confirmation of the bond and other requirements of this Contract as they relate to the **School's** fiscal officer.

If applicable, as a pre-condition to the initiation of operations of the **School**, the **Governing Authority** or any management company as outlined in **ATTACHMENT 9**, shall post a bond in the amount of \$50,000.00 with the auditor of state, or otherwise secure a cash deposit or written guarantee as allowed under Section 3314.50 of the Ohio Revised Code. The bond or cash deposit shall be used, in the event the **School** closes, to pay the auditor of state any moneys owed or that become owed by the **School** for the costs of audits conducted by the auditor of state or a public accountant under Chapter 117. of the Ohio Revised Code. The ongoing provision of a bond, cash deposit, or written guarantee, as specified under Section 3314.50 of the Ohio Revised Code, is a legal precondition to the initiation, maintenance, and continuation of operations of the **School**.

If the Ohio Auditor of State or other independent auditor concludes the **School's** financial records are unauditible, for any fiscal year in which the individual listed in **ATTACHMENT 7** was the fiscal officer of the **School**, the **School** shall take immediate action to suspend the fiscal officer and retain the services of another fiscal officer in good standing.

If the **Governing Authority** enters into an agreement with an operator to manage daily operations at the **School**, the **Governing Authority** agrees to procure from the operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review the **Governing Authority** and **School's** financial information relative to revenue, expenses, and all other financial information allowed by law.

30. Pursuant to Section 3314.08(G) of the Ohio Revised Code, the **School** may borrow money to pay any necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School** pursuant to Section 3314.08(C) of the Ohio Revised Code. The **School** may issue notes to evidence such a borrowing to mature as necessary. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed 15 years for the purpose of acquiring facilities. Any monies loaned to the **School** by the management company, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

31. The **Governing Authority** shall purchase, or ensure that, insurance coverage providing for the general liability of the **School** is maintained at all times. The **Governing Authority** shall ensure that this liability insurance policy provides coverage for itself; the **School** and its employees; and shall include the **Sponsor**, its Board, officers, employees, and contractors of the **Sponsor** as additional insureds thereunder. The policy or certificate indicating coverage shall be provided to the **Sponsor** upon execution of this Contract. This policy shall provide coverage in amounts not less than \$1 million per occurrence and \$5 million in the aggregate or \$1 million per occurrence, \$2 million in the aggregate, and at least a \$5 million umbrella covering all claims otherwise payable under the policy. The **Governing Authority** shall provide documentation regarding any change in or renewal of this policy to the **Sponsor** as soon as reasonably practicable following the renewal of the policy and shall require the insurer to notify the **Sponsor** in writing promptly upon receiving notification from the insurer of any material adverse change to, or cancellation of, such coverage. To the extent obtained under this Contract, the **School** must provide copies of all commercial general liability, real or personal property, directors and officers liability insurance, proof of workers' compensation payments, and unemployment compensation payments, and notice of lapse of any such coverage to **Sponsor** within 5 business days of written request by the **Sponsor**.
32. The **Governing Authority** and **School** shall indemnify and hold harmless the **Sponsor** and its Board, and their respective members, employees, agents, and officers, from any claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, arising from any of the following, which include, but are not limited to:
- (a) A failure of the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or by this Contract; and/or
 - (b) An action or omission by the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors that result in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal).

The entering into of this Contract and the oversight of the **Sponsor** of the **School** and the **Governing Authority** pursuant to this Contract, shall in no way implicate the **Sponsor** or render it liable or responsible for the acts or omissions of the **Governing Authority** or the **School**.

The parties agree that the **Governing Authority** and **School** will not be required to indemnify the **Sponsor** and its Board to the extent that the relevant actions were attributable to specific acts or omissions by the **Sponsor** and/or its Board. In

addition, in the event that the **Governing Authority** and **School** engage in litigation that is adverse with the **Sponsor** and/or its Board, or vice versa, no indemnification applies.

To comply with Ohio law, this indemnification provision is limited to \$5 million. The **Governing Authority** and **School** hereby agree that it will name the **Sponsor** as an additional insured under its required insurance policies up to and including the required amount of indemnification.

33. Where required by this Contract, the **Governing Authority** and **School** shall comply with all reasonable requests of the **Sponsor**. Unless otherwise directed in writing for a longer period of time, any reasonable request of the **Sponsor** shall be fulfilled in writing within 10 business days.
34. If the **School** includes a high school, the **School** shall comply with Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Ohio Revised Code, except with regard to students who entered ninth grade for the first time before July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code 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**. Beginning with students who entered ninth grade for the first time on or after July 1, 2010, the requirement in Section 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of Section 3313.603 of the Ohio Revised Code, unless the person qualifies under division (D) or (F) of that Section. The **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 Ohio 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 Ohio Revised Code.
35. In addition to provisions provided in the Ohio Revised Code, any individual, responsible for the care, custody or control of a student, under final consideration for appointment or employment with the **Governing Authority** or **School** shall have an Ohio and federal background check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial background check is performed. The results of all employee background checks will be provided to the **Sponsor** within 3 business days of receipt and/or appointment and subsequently upon request.

36. Pursuant to Section 3314.03(B) of the Ohio Revised Code, a comprehensive plan for the **School** must be submitted to the **Sponsor**. The requirements for the comprehensive plan are fulfilled through various attachments to this Contract. The **School's** comprehensive plan shall specify the following:
- (a) The process by which the Governing Authority of the School will be selected in the future (portion of ATTACHMENT 1 – Code of Regulations);
 - (b) The management and administration of the School (portion of ATTACHMENT 7 – Financial Plan and ATTACHMENT 8 – Management Agreement);
 - (c) If the community school is a currently existing public school or educational service center building, alternative arrangements for current public school students who choose not to attend the converted school and for teachers who choose not to teach in the school or building after conversion (If applicable, these arrangements will be developed and added);
 - (d) The instructional program and educational philosophy of the School (ATTACHMENT 4 – Education Plan);
 - (e) Internal financial controls (portion of ATTACHMENT 7 – Internal Financial Controls); and,
 - (f) Any other information or documentation as determined by the **Sponsor** or as deemed necessary by the **Governing Authority** to comply with the requirements of the comprehensive plan.

C. **Sponsor Obligations.** The **Sponsor** shall work with the **Governing Authority** to perform a high-stakes review before considering any renewal of this Contract pursuant to Paragraph F., or, in the **Sponsor's** sole discretion, as appropriate based on the academic and/or financial performance, and at least once every five years. Additionally, the **Sponsor** shall provide monitoring, oversight, and technical assistance to the **Governing Authority** and **School** including, but not limited, to:

- 1. Monitoring the **School's** compliance with applicable law, and the terms of this Contract;
- 2. Monitoring and evaluating the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis;
- 3. Reporting annually the results of its evaluation to the Ohio Department of Education and parents of students enrolled in the **School**;
- 4. Submitting the necessary, **Sponsor**-required reports to the Ohio Department of Education, or other appropriate entities;

5. Providing technical assistance to assist the **School** in complying with applicable laws and this Contract;
6. Intervening and taking action as the **Sponsor** deems necessary in the **School's** operation to correct problems with overall performance, including, but not limited to, exercising its right to place the **School** on probation, suspend operations of the **School**, and/or terminate this Contract according to Sections 3314.073, 3314.072 or 3314.07, respectively, of the Ohio Revised Code;
7. Preparing and assisting with contingency plans in the event the **School** experiences financial difficulties or closes before the end of the school year;
8. Timely performance of any other duties related to the **School** that may be relegated to the **Sponsor** through state or federal law; and,
9. Pursuant to Paragraph G. of this Contract and in compliance Ohio law, the **Sponsor** will oversee the **Governing Authority** and **School's** actions in the closure of a community school established under Chapter 3314 of the Ohio Revised Code.

D. **Fee Structure.** The parties covenant and agree as follows:

1. As permitted by Section 3314.03(C) of the Ohio Revised Code, the **Governing Authority** shall pay to the **Sponsor** the amount of 3.0% of all state funds received each year by the **School**, in consideration for time, organization, monitoring, oversight, technical assistance, fees, and costs of the **Sponsor** pursuant to this Contract. Such payments shall be paid based on invoices from the **Sponsor**. The invoices shall be payable within 10 days of receipt of the invoice and the **School's** receipt of the associated state funds. Calculations for the invoicing shall be taken from the Ohio Department of Education-issued report identifying the amount of state funds paid to the **School** for the invoice period.

The **Governing Authority** and/or **School's** financial obligations regarding any fees due to the **Sponsor** under this Contract prior to termination shall survive termination, non-renewal, and expiration of this Contract. The fees due shall be limited in coverage to the term of this Contract or the duration of the Contract whichever is shorter, provided, that the **Sponsor** shall be entitled to its fees related to amounts received by the **School** or **Governing Authority** which are related to periods prior to termination, non-renewal, or expiration of this Contract whether such amounts are actually received during or after the term of this Contract. Similarly, the **Sponsor** shall repay any fees it receives from the **School** or **Governing Authority**, as appropriate, related to amounts adjusted by the Ohio Department of Education that are related to periods prior to termination, non-renewal, or expiration of this Contract whether such adjustment is made during or after the term of this Contract.

E. **Contract Authorization.** Prior to signing this Contract, each party must authorize, in accordance with applicable laws and regulations, the execution of this Contract and vest

one or more individuals with the authority to execute this Contract for and on behalf of the party with full authority to bind that party. Upon its execution, the **Governing Authority** and **Sponsor** shall provide a resolution, or other verification, indicating authorization to execute this Contract.

F. **Renewal; Termination; Closure.** Upon the expiration of this Contract and approval of the **Governing Authority**, the **Sponsor** may elect to renew this Contract in accordance with Section 3314.03(E) of the Ohio Revised Code for a term determined by the **Sponsor**, but not expiring earlier than the end of any school year. The **Sponsor** may elect not to renew the Contract upon, or terminate prior to, its expiration pursuant to Section 3314.07 of the Ohio Revised Code; suspend operations of the **School** pursuant to Section 3314.072 of the Ohio Revised Code, which may or may not void this Contract under Section 3314.072(E) of the Ohio Revised Code; and/or, place the **School** on probation or assume operation of the **School** in accordance with Section 3314.073 of the Ohio Revised Code for any reason defined in Section 3314.07(B)(1) of the Ohio Revised Code or any of the following:

1. Failure to meet student performance requirements stated in this Contract and the Performance and Accountability Plan (**ATTACHMENT 5**);
2. Failure to meet generally accepted standards of fiscal management;
3. Violation of any provision of this Contract or applicable local, state, or federal law; or,
4. Other good cause.

The **Sponsor** and **Governing Authority** recognize the authority of the Ohio Department of Education to act in accordance with Sections 3314.072 and 3314.015(C) of the Ohio Revised Code.

In reaching a decision on any **Sponsor** action as outlined in this paragraph, the **Sponsor** will consider all of the student performance requirements stated in this Contract and the Performance and Accountability Plan (**ATTACHMENT 5**), an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points in any of the Core Performance Areas, as well as applying any other objective, reasonable criteria in accordance with the **Sponsor's** policies in its reasonable discretion, and state and/or federal law.

Not later than January 15 in the year in which the **Sponsor** intends to terminate or non-renew this Contract, the **Sponsor** shall notify the **Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail. The **Governing Authority** may, within 14 days of receiving the notice, request in writing an informal hearing before the **Sponsor**, unless this time period is modified upon the agreement of both the **Governing Authority** and the **Sponsor**. No other appeals will be granted to the **Governing Authority** other than those provided for in Ohio law.

If the **Governing Authority** does not intend to renew this Contract with the **Sponsor**, the **Governing Authority** shall notify the **Sponsor** at least 180 days prior to the expiration date of this Contract in writing, or otherwise in compliance with Ohio law. In the event the **Governing Authority** provides notice to the **Sponsor** in accordance with this paragraph and Ohio law, the **Governing Authority** agrees to diligently pursue any necessary approval for changing sponsors and to apply for sponsorship with one or more eligible sponsors. The **Governing Authority** shall promptly respond to reasonable requests from the **Sponsor** regarding the status of such approval and the search for a different sponsor. By March 15 of the year this Contract expires, the **Governing Authority** shall provide the **Sponsor** with documentation showing that the **Governing Authority** has executed a charter contract with a different sponsor for a term beginning July 1 of that year, or, if it has not yet executed a charter contract, documentation which is sufficient to support the conclusion that a charter contract will be signed prior to July 1. For good cause and in the sole discretion of the **Sponsor**, the March 15 deadline can be extended until April 15. Good cause will exist under circumstances supporting that the **Governing Authority** will likely obtain a new sponsor and in the absence of undue hardship on students. In the event the **Governing Authority** does not provide such documentation, the **Governing Authority** agrees to begin planning for closure and cease operations on June 30 if it does not have a signed sponsor contract before July 1, and work with the **Sponsor** to ensure an orderly and timely school closure, including, but not limited to, prompt notification of parents and students.

G. **Closing the Community School.** Regardless of the reason the **School** is closing, once it is determined the **School** will cease operations as a community school established under Chapter 3314 of the Ohio Revised Code, the following requirements and procedures apply regarding the **Governing Authority** and the **School** (unless operations continue as a public school of an existing school district):

1. If the **School** is non-renewed or terminated under Sections 3314.07(B)(1)(a) or (b) of the Ohio Revised Code or permanently closed under 3314.035, the **School** shall permanently close at the end of the school year or applicable and lawful date. In the event the **School** permanently closes or the **Governing Authority** secures a new sponsor and for the time following expiration of this Contract, the **Sponsor**, **Governing Authority**, and **School** agree to continue to follow all reporting requirements and relinquish all necessary documents until all of their responsibilities under this Contract are completed.
2. Upon termination of this Contract, by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the **School**, all equipment, supplies, real property, books, furniture or other assets of the **School**, including, property acquired by the management company in the manner described in Section 3314.0210 of the Ohio Revised Code, shall be distributed in accordance with Sections 3314.015(E) and 3314.074 of the Ohio Revised Code, and the **Governing Authority's** Articles of Incorporation, and Code of Regulations.

3. Upon prior written 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 within reason 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 or where the student has enrolled.
4. In accordance with Section 3314.44 of the Ohio Revised Code, the **School's** leader, 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 7 business days of the **School's** closing. The fiscal officer shall deliver all financial and enrollment records to the **Sponsor** within 30 days of the **School's** closure. The **School** agrees that the fiscal services agreement will state that the fiscal officer is primarily responsible for all finance-related portions of the closing procedures if the **School** closes. Additionally, the **Governing Authority** agrees that the fiscal officer is primarily responsible for closing procedures related to the finances of the **School** and, upon the written request of the **Sponsor**, the **Governing Authority** agrees to remain in place and will use its best efforts to retain the services of a fiscal officer to complete a final audit, if the current fiscal officer is no longer available.
5. The **School** also hereby agrees that it will cooperate fully with **Sponsor** to complete the appropriate procedures and paperwork as outlined by the **Sponsor**, the Ohio Department of Education, or in statute in the event the **School** is closed. Any refusal by the **School** to cooperate fully with **Sponsor** will be considered a material breach of this Contract.
6. In the event that this Contract is voided by operation of Section 3314.016(C) of the Ohio Revised Code or similar provision based upon sponsor rating, the parties agree that neither may seek damages as a result of the voiding of this Contract by operation of such a provision.

H. **Dispute Resolution.** Other than a dispute falling under Paragraph F. of this Contract, for all other disputes regarding either any term of this Contract or any community school issue, the parties shall use the following non-binding dispute resolution procedure: The parties shall make initial attempts to resolve any dispute through an agent designated by the **Sponsor** and an agent designated by the **Governing Authority**. If those parties cannot resolve the dispute, the dispute will be submitted to mediation. The parties will take efforts to agree mutually on a mediator with relevant background and experience with community schools. In the event the parties cannot agree to a mediator within 21 days of the request for mediation, the party requesting dispute resolution will request a list of 7 mediators, with experience in charter schools and/or education from the Ohio State Bar Association but not a party who has ever represented the **Sponsor** or the **Governing Authority** or who is conflicted out due to business conflict reasons. Each party, beginning with the party requesting mediation, will strike one name from the list, until one name remains, which shall be the mediator.

The mediator shall conduct proceedings as he or she deems appropriate to resolve the dispute. The parties maintain sole discretion on resolution. Pending mediation, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The fees and expenses of the mediator shall be divided equally between the parties. All other costs or fees incurred by each party will be borne by the respective party.

This Contract shall be construed in accordance with, and governed by, the laws of Ohio. The parties agree that any legal action sought by either party in state court shall be brought in Franklin County, Ohio. Any legal action sought by either party in federal court shall be brought in the United States District Court for the Southern District of Ohio, Eastern Division, in Columbus, Ohio. Furthermore, the parties agree to waive all questions of personal jurisdiction or venue so as to give full effect to this provision.

- I. **Term.** This Contract shall be for a term commencing on **July 1, 2020** and expiring on **June 30, 2025**.

- J. **Management by Third Parties.** The **Governing Authority** may enter into a contract with a management company to assist with its obligations under this Contract or for any other lawful reason that does not conflict with the terms of this Contract. If the **Governing Authority** contracts with a management company, the **Governing Authority** shall immediately notify the **Sponsor**. The fully-executed management agreement between the **Governing Authority** and management company must be provided to the **Sponsor** and is attached as **ATTACHMENT 8**. Any new or renewed management agreement shall comply with the provisions set forth in this Contract and Section 3314.032 of the Ohio Revised Code. Further, the **Governing Authority** shall ensure full compliance with additional requirements placed on its relationship with a management company, including, but not limited to, Sections 3314.02(E), 3314.0210, 3314.024, and 3314.036 of the Ohio Revised Code. Any changes to the management agreement shall be provided to the **Sponsor** within 10 business days, after which the **Sponsor** may notify the **Governing Authority** if it believes that any provisions do not comply with this Contract and the applicable law. The **Governing Authority** must hold all rights to the name or a license to use the name of the **School**.

- K. **Organizational Structure.** The organizational structure and management/administration, employee, **Governing Authority** relationships must be accurately reflected in an organizational chart and attached as **ATTACHMENT 9**. Written summaries which describe working relationships of each entity if not in the contract itself must also be included. Any material modifications to the chart, relationships, descriptions, and/or positions must be submitted in written form to the **Sponsor** within 10 business days.

- L. **Headings and Attachments.** Headings are for the convenience of the parties only. Headings have no substantive meaning. All **ATTACHMENTS 1-9** of this Contract are attached hereto and incorporated by reference into this Contract.

M. **Assignments and Modifications.** Subject to Paragraph J. above, this Contract and its terms shall not be assigned or delegated without the written approval of the other party which shall not be unreasonably withheld. No modifications to this Contract shall be valid and binding unless signed by both the **Sponsor** and the **Governing Authority** and attached to this Contract. Notwithstanding the preceding sentence, modifications to and substitutions of any attachment hereto may be done in accordance with applicable laws and the regulations of each party.

N. **Notification Procedures.** Any notice to one party by the other shall be satisfied upon receipt, and delivered by personal delivery or by certified mail, return receipt requested, as well as electronic mail service. As for delivery via electronic mail, burden of proving receipt, if necessary, lies with the sending party.

Notice to the **Governing Authority** shall be sent to the Chair or President at the most current address with copies to the address in **ATTACHMENT 2** and to legal counsel as identified in **ATTACHMENT 3**. Additions, changes and/or modifications to the Notification Procedures for the **Governing Authority** may only be made at the express written request of the **Governing Authority** Chair or President.

Notice to the **Sponsor** shall be sent to the **Sponsor's** Executive Director with a copy to the **Sponsor's** Legal Counsel. At the inception of this Contract, notice shall be sent to the following persons and addresses:

Sponsor:
Lenny Schafer, M.Ed.
Ohio Council of Community Schools
3131 Executive Parkway, Suite 306
Toledo, OH 43606
lenny@ohioschools.org

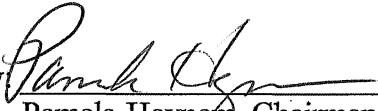
With a copy to:
Mark H. Troutman
Isaac Wiles Burkholder & Teetor, LLC
Two Miranova Place, Suite 700
Columbus, OH 43215
mtroutman@isaacwiles.com

Additions, changes and/or modifications to the Notification Procedures for the **Sponsor** will be made in writing to the **Governing Authority** pursuant to the notification procedures outlined herein.

O. **Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision, or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.

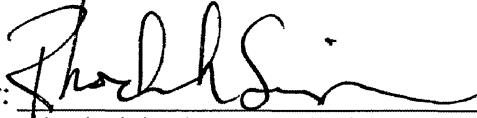
P. **Counterparts.** This Contract may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

OHIO COUNCIL OF COMMUNITY SCHOOLS

By: 
Pamela Haynam, Chairman

23 June 2020
Date

CANTON HARBOR HIGH SCHOOL

By: 
Rhoderick Simpson, Chairman

6/11/2020
Date

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

RECEIVED
SEP 29 2014
BY: *PKK*

Department of the Treasury

Date: September 24, 2014

CANTON HARBOR HIGH SCHOOL
1731 GRACE AVE NE
CANTON, OH 44705

Person to Contact

Ms. Wiles

Toll Free Telephone Number:

877-829-5500

Employer Identification Number:

20-0955085

Dear Sir or Madam:

This is in response to your August 4, 2014 request for information regarding your tax-exempt status.

Our records indicate you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in May 2006.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(1) and 170(b)(1)(A)(ii).

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

Please refer to our website www.irs.gov/charities for information regarding filing requirements. Specifically, note that section 6033(j) of the Code automatically revokes the tax-exemption of any organization that fails to satisfy its filing requirement for three consecutive years. The automatic revocation of exemption is effective as of the due date of the third required annual filing or notice. The IRS maintains a list of organizations whose tax-exempt status was automatically revoked at IRS.gov.

If you have any questions, please call the phone number in the heading of this letter.

Sincerely,


Tamera Ripperda
Director, Exempt Organizations



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/29/2014	201420901092	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	100.00	0.00	0.00	0.00

Receipt

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

PROJECT REBUILD COMMUNITY SCHOOL
 RONALD C. HEINLEIN
 1731 GRACE AVE NE
 CANTON, OH 44705-2261

**STATE OF OHIO
 CERTIFICATE**

**Ohio Secretary of State, Jon Husted
 1447832**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
CANTON HARBOR HIGH SCHOOL

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

Document(s)

DOMESTIC/AMENDMENT TO ARTICLES

Effective Date: 07/28/2014

Document No(s):

201420901092



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

Witness my hand and the seal of the
 Secretary of State at Columbus, Ohio this
 29th day of July, A.D. 2014.

Jon Husted
 Ohio Secretary of State



Form 541 Prescribed by:
JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

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

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

2014 JUL 28 AM 11:13

Certificate of Amendment
(Nonprofit, Domestic Corporation)
Filing Fee: \$50

Check the appropriate box:

- Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)
- Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation


Charter Number

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

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

Required

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



Signature

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

By (if applicable)

Rhoderick Simpson, President

Print Name

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

Signature

By (if applicable)

Print Name

Mailing Address:
1731 Grace Ave. NE
Canton, OH 44705



**Project REBUILD Community
High School**

PH: 330-452-8414
FAX: 330-452-8452

July 10, 2014

Re: Request for Name Change

At the beginning of the new 2013-14 school year Project REBUILD Community High School (PRCHS) Board of Education began to explore the options of a school name change and rebranding initiative for the following reasons:

- Eliminate confusion between it and the nonprofit it was originally linked.
- Better describe its benefits.
- Improve its appeal to potential students and families.

Joseph G. Cole,
Principal

Ronald C. Heinlein, CPA*
Treasurer

School Board:

Rhoderick Simpson,
President
*Independent Marketing
Consultant*

Derek Gordon,
Vice President
*Director of Canton Parks
Canton City*

Brian Leon,
Secretary/Treasurer
*VP Personnel
Cornwell Quality Tools Co.*

James Babcock
*Council Member At Large
Canton City*

Thomas S. Fries
*Computer Skills Instructor
Stark County Community
Action Agency*

Andrea Perry
*Director of Public Safety
Canton City*

Amanda Stewart
*Stark County
Black Caucus*

David Yakley
*Director of Design
Malone College*

The PRCHS Board of Education entered into contract with local advertising agency, Grabowski and Company to conduct research, interviews, and data analysis for the rebranding process.

Grabowski and Company interviewed current students, former students, and graduates, in-addition to faculty/staff and numerous community agencies in which the school has close and regular contact with. This process provided invaluable information and several names were proposed to the PRCHS family.

After much time and consideration the various stakeholders of Project REBUILD Community High School has decided to change the name of the school to Canton Harbor High School. Although not an easy task or a decision taken lightly the choice ultimately was clear.

"Harbor" is a rich word:

- *Verb* – welcome, accept, shelter, sustain, make room, take in, encourage, appreciate, cultivate, foster, imagine.
- *Noun* – haven, starting point, refuge, target, destination.
- "Harbor" as a verb represents the way students are treated when they attend. It also encapsulates the aspirational actions students can take when attending (cultivate, foster, imagine).
- As a noun, it symbolizes that this high school is an important stop or new "starting point" on their life journey.
- Just as in maritime terminology a harbor is a place to drop off and pick up goods or passengers, at Canton Harbor High School, students will pick up and carry the education and lessons they receive there on all of life's journeys.

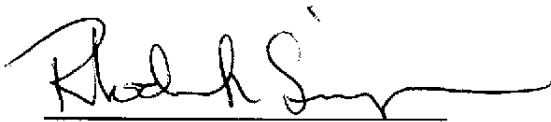
We firmly believe that this name is a better representation of our school's philosophy and mission. We look forward in starting the 2014-15 school year as Canton Harbor High School. We are determined to provide Acceptance, Guidance and Growth to our students.

Respectfully,

Rhoderick Simpson
School Board President

Resolution for the Adoption of Amendment to existing Articles of Incorporation

Be it resolved, effective July 23, 2014, the Project Rebuild Community School Board Members present in person, by affirmative vote of a majority of the voting members pursuant to 1702.38, Revised Code, agree to change the name of the corporation to Canton Harbor High School by adoption of this amendment to the existing Articles of Incorporation.



Board President

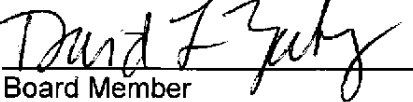
Board Vice President

Secretary / Treasurer

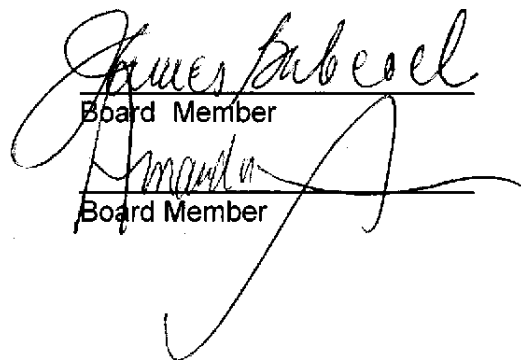


Board Member

Board Member



Board Member



Board Member



Board Member

ARTICLES OF INCORPORATION
OF
CANTON HARBOR HIGH SCHOOL

- (a) Canton Harbor High School (hereinafter "Corporation") is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law (the "Code"). Specifically, the Corporation is organized to operate as a public community school in the State of Ohio.
- (b) Primarily to support and promote the charitable, educational, scientific and literary purposes of Ohio community schools: specifically, to inaugurate, maintain and operate a community school or schools: pursuant to Chapter 3314 of the Ohio Revised Code; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; to provide management services and operational assistance to such schools; and, to do all things necessary or incidental to the formation, operation and management of the school or schools.
- (c) Generally, to have and exercise all rights and powers conferred on nonprofit corporations under the laws of Ohio, or which may hereafter be conferred, including the power to contract, rent, buy, or sell personal or real property; provided, however, that the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of the Corporation.
- (d) Notwithstanding any other provisions of these articles, the Corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue code of 1986, and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under IRC 501(c)(3) or corresponding provisions of any subsequent tax laws.
- (e) No part of the assets of or the net earnings of the Corporation shall inure to the benefit of any member, trustee, or officer of the Corporation, or any private individual (except that a reasonable compensation may be paid for services rendered to or for the Corporation), and no member, trustee, officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the Corporations assets on dissolution of the Corporation.
- (f) No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by IRC 501(h) or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidates for public office.
- (g) In the event of dissolution, all of the remaining assets and property of the Corporation shall, after payment of necessary expenses thereof, be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws, or to the Federal government or State or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of Ohio.
- (h) In any taxable year in which the Corporation is a private foundation as described in IRC 509(a), the Corporation shall distribute its income for said period at such time and in such manner as not to subject it to tax under IRC 4942, and the Corporation shall not (a) engage in any act of self-dealing as defined in IRC 4941(d), (b) retain any excess business holdings as defined in IRC 4943(c), (c) make any investments in such a manner as to subject the Corporation to tax under IRC 4945(d) or corresponding provisions of any subsequent Federal tax laws.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/12/2008	200834601126	CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00	.00	.00	.00	.00

Receipt

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

PROJECT REBUILD COMMUNITY SCHOOL
P. O BOX 8361
CANTON, OH 44711

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1447832

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

PROJECT REBUILD COMMUNITY SCHOOL

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

Document(s)

CERTIFICATE OF CONTINUED EXISTENCE

Document No(s):

200834601126



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 11th day of December,
A.D. 2008.

Ohio Secretary of State



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

STATEMENT OF CONTINUED EXISTENCE OF CORPORATION - NOT FOR PROFIT

RECEIVED
DEC 11 2008
SECRETARY OF STATE

The undersigned, a trustee, officer, or three members in good standing of the corporation stated below, hereby verifies/verify that the corporation is still actively engaged in exercising its corporate privileges and that:

- 1. The Charter Number is: **1447832**
- 2. The exact corporate name is:
PROJECT REBUILD COMMUNITY SCHOOL
- 3. The city, village or township in which its principal office is located is:
CANTON
- 4. The county in which its principal office is located is: **STARK**
- 5. The date of its incorporation is: **March 11,2004**
- 6. The name of the current statutory agent is:

CAROLYN HESS

- 7. The complete address of the current statutory agent is:

406 SHORB AVE NW

CANTON OH 44711

(P. O. Box addresses are not acceptable)

This document is signed by a trustee, corporate officer, or three members in good standing.

By: [Signature] **BARRY R. STAYER, CHAIR**

Note: If a new agent has been appointed on line 6 above, that agent must acknowledge his/her acceptance of such appointment below.

ACCEPTANCE OF APPOINTMENT

The undersigned, _____, named herein as the statutory agent for the corporation in line 2 of this statement, hereby acknowledges and accepts the appointment of statutory agent.

Signature of Statutory Agent



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/12/2004	200407101422	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00	.00	.00	.00

Receipt

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

PROJECT REBUILD, INC.
P O BOX 8361
CANTON, OH 44711

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1447832

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

PROJECT REBUILD COMMUNITY SCHOOL

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

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200407101422



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 11th day of March, A.D.
2004.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

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

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

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

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

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

2004 JUN 1 PM 1:57

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

FIRST: Name of Corporation Project REBUILD Community School

SECOND: Location Canton Stark
(City) (County)

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

Check here if additional provisions are attached

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

THIRD: Purpose for which corporation is formed

Please see Schedule "A" attached hereto.

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) Not Applicable _____
(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.

Carolyn Hess
 (Name)
 2403 Frazer Avenue
 (Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

Canton _____ Ohio _____ 44709
 (City) (State) (Zip Code)

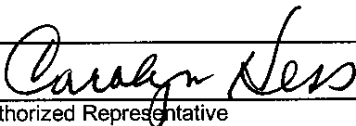
Dorey Diab
 (Name)
 570 Parsons Circle NW
 (Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

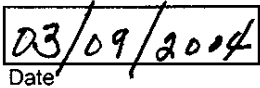
Massillon _____ Ohio _____ 44646
 (City) (State) (Zip Code)

Hortense Bobbitt
 (Name)
 2684 Fordham Circle NW
 (Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

North Canton _____ Ohio _____ 44720
 (City) (State) (Zip Code)

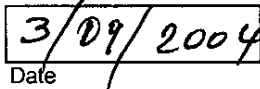
REQUIRED
 Must be authenticated
 (**signed**) by an authorized
 representative
 (**See Instructions**)


 Authorized Representative

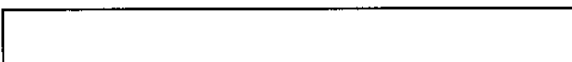

 Date


Carolyn Hess, Executive Director
 (Print Name)
 2403 Frazer Avenue
 Canton, Ohio 44709


 Authorized Representative


 Date

Dorey Diab
 (Print Name)
 570 Parsons Circle NW
 Massillon, Ohio 44646


 Authorized Representative


 Date

 (Print Name)

(Project REBUILD Community School)

(a) The corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law.

(b) Primarily to support and promote the charitable, educational, scientific and literary purposes of Ohio community schools: specifically, to inaugurate, maintain and operate a community school or schools: pursuant to Chapter 3314 of the Ohio Revised Code; to inaugurate, maintain and operate an educational resource center and/or a consortium; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; to provide training and assistance in organizing such schools through seminars and otherwise disseminating information: to provide management services and operational assistance to such schools; and, to do all things necessary or incidental to the formation, operation and management of the school or schools, and/or resource center/consortium,

(c) Generally, to have and exercise all rights and powers conferred on nonprofit corporations under the laws of Ohio, or which may hereafter be conferred, including the power to contract, rent, buy, or sell personal or real property: provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.

(d) Notwithstanding any other provisions of these articles, the organization is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, and shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under IRC 501(c)(3) or corresponding provisions of any subsequent tax laws.

(e) No part of the net earnings of the organization shall inure to the benefit of day member, trustee, director, officer of the organization, or any private individual (except that a reasonable compensation may be paid for services rendered to or for the organization), and no member, trustee, officer of the organization or any private individual shall be entitled to share in the distribution of any of the organizations assets on dissolution of the organization.

(f) No substantial part of the activities of the organization shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by IRC 501(h) or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidates for public office.

(g) In the event of dissolution, all of the remaining assets and property of the organization shall, after payment of necessary expenses thereof, be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws, or to the Federal government or State or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of Ohio.

(h) In any taxable year in which the organization is a private foundation as described in IRC 509(a), the organization shall distribute its income for said period at such time and in such

manner as not to subject it to tax under IRC 4942, and the organization shall not (a) engage in any act of self-dealing as defined in IRC 4941(d), (b) retain any excess business holdings as defined in IRC 4943(c), (c) make any investments in such a manner as to subject the organization to tax under IRC 4945(d) or corresponding provisions of any subsequent Federal tax laws.

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 Project REBUILD Community 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

Carolyn Hess
(Name)
406 Shorb Avenue NW
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**
Canton, Ohio 44711
(City) (Zip Code)

Must be authenticated by an authorized representative

Day Dial
Authorized Representative

3/10/04
Date

Carolyn Hess
Authorized Representative

3/10/04
Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, Carolyn Hess, named herein as the

Statutory agent for, Project REBUILD Community School, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: Carolyn Hess
(Statutory Agent)



Prescribed by **J. Kenneth Blackwell**

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

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

CONSENT FOR USE OF SIMILAR NAME

(For Domestic / Foreign, Profit or Non-Profit)

Must Be Accompanied By Another Form

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX) This filing does not extend the registration period

<input checked="" type="checkbox"/> Where consenting entity is a corporation (147-CSC)	Where consenting entity is a registrant of <input type="checkbox"/> Trade Name <input type="checkbox"/> Service Mark <input type="checkbox"/> Trade Mark (149-CSN)	Where consenting entity is a <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership Having Limited Liability (148-CSL)
---	--	--

Check here if additional provisions are attached

Charter or Registration No. of Entity Giving Consent 1129753

Name of Entity Giving Consent Project REBUILD, Inc.

Gives Its Consent To Project REBUILD Community School

To Use The Name Project REBUILD Community School

REQUIRED

Must be authenticated (signed) by an authorized representative

X *Dorey Dial* 3/10/04
 Authorized Representative Date

X *Charles Lewis* 3/10/04
 Authorized Representative Date

If the consenting party is a partnership, all general partners must sign. If only one partner is authorized to sign, a copy of the resolution authorizing the signature must be included.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/08/2016	201631300800	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00	0.00	0.00	0.00	0.00

Receipt

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

CANTON HARBOR HIGH SCHOOL
 JOSEPH DIRUZZA
 1731 GRACE AVE NE
 CANTON, OH 44705

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

1447832

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
CANTON HARBOR HIGH SCHOOL

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

Document(s)

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 11/03/2016

Document No(s):

201631300800



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
 8th day of November, A.D. 2016.

Jon Husted

Ohio Secretary of State



Form 521 Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

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

www.OhioSecretaryofState.gov
busserv@OhioSecretaryofState.gov

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

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 788
Columbus, OH 43216

Expedite Filing (Two business day processing time.
Requires an additional \$100.00)

P.O. Box 1390
Columbus, OH 43216

2016 NOV -3 AM 8:55

Statutory Agent Update Filing Fee: \$25

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

- Corp (165-AGS)
- LP (165-AGS)
- LLC (171-LSA)
- Business Trust (171-LSA)
- Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

- Corp (145-AGA)
- LP (145-AGA)
- LLC (144-LAD)
- Business Trust (144-LAD)
- Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

- Corp (155-AGR)
- LP (155-AGR)
- LLC (153-LAG)
- Partnership (153-LAG)
- Business Trust (153-LAG)
- Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

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

Name and Address of New Agent

Name of Agent

Mailing Address

City State Zip Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
Name of Agent

statutory agent for , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:
Individual Agent's Signature/Signature on behalf of Business Serving as Agent

Complete the information in this section if box (2) is checked

New Address of Agent
Mailing Address

City State Zip Code

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

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

City State Zip Code

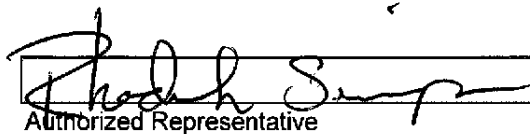
By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Agent update must be signed by an authorized representative (see instructions for specific information).

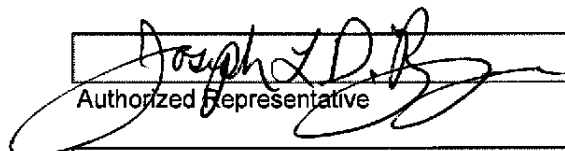
If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

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


Authorized Representative

By (if applicable)

Rhoderick Simpson
Print Name


Authorized Representative

By (if applicable)

Joseph L DiRuzza
Print Name



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/29/2011	201111801223	DOMESTIC AGENT SUBSEQUENT APPOINTMENT (AGS)	25.00	.00		.00	.00

Receipt

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

PROJECT REBUILD COMMUNITY SCHOOL
1731 GRACE AVE. NE
CANTON, OH 44705

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

1447832

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

PROJECT REBUILD COMMUNITY SCHOOL

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

Document(s)

Document No(s):

DOMESTIC AGENT SUBSEQUENT APPOINTMENT

201111801223



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 27th day of April, A.D.
2011.

Ohio Secretary of State



**Form 521 Prescribed by the:
Ohio Secretary of State**

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

www.sos.state.oh.us
Busserv@sos.state.oh.us

Expedite this form: (select one)
Mail form to one of the following:

Expedite PO Box 1390
Columbus, OH 43216
***** Requires an additional fee of \$100 *****

Non Expedite PO Box 788
Columbus, OH 43216

STATUTORY AGENT UPDATE
Filing Fee: \$25

2011 APR 27 PM 12:44

(CHECK ONLY ONE (1) BOX)

<p>(1) Subsequent Appointment of Agent</p> <p><input checked="" type="checkbox"/> Corp (165-AGS) <input type="checkbox"/> LP (165-AGS) <input type="checkbox"/> LLC (171-LSA)</p>	<p>(2) Change of Address of an Agent</p> <p><input type="checkbox"/> Corp (145-AGA) <input type="checkbox"/> LP (145-AGA) <input type="checkbox"/> LLC (144-LAD)</p>	<p>(3) Resignation of Agent</p> <p><input type="checkbox"/> Corp (155-AGR) <input type="checkbox"/> LP (155-AGR) <input type="checkbox"/> LLC (153-LAG) <input type="checkbox"/> Partnership (155-AGR)</p>
--	---	---

Name of Entity PROJECT REBUILD COMMUNITY SCHOOL

Charter, License or Registration No. 1447832

Name of Current Agent CAROLYN HESS

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

Name and Address of New Agent RONALD C HEINLEIN
Name of Agent

1731 GRACE AVE NE
Mailing Address

CANTON Ohio 44705
City State Zip Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, RONALD C HEINLEIN, named herein as the
Name of Agent

Statutory agent for, PROJECT REBUILD COMMUNITY SCHOOL, hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature: *Ronald C Heinlein*
Statutory Agent

If the agent is an individual using a P.O. Box, the agent must check this box to confirm that the agent is an Ohio resident.

Complete the information in this section if box (2) is checked

New Address of Agent
Mailing Address

City Ohio _____
State Zip Code

If the agent is an individual using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

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

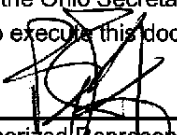
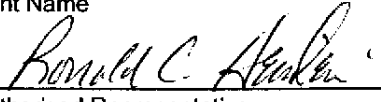
The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

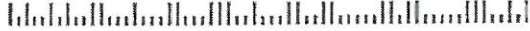
City Ohio _____
State Zip Code

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

REQUIRED Must be authenticated (signed) by an authorized representative (See Instructions)	 _____	<u>4/21/11</u> _____
	Authorized Representative	Date
	<u>BARRY R. STAYLOR</u> _____	_____
	Print Name	
	 _____	<u>4-21-11</u> _____
	Authorized Representative	Date
	<u>RONALD C. HEINLEIN</u> _____	_____
	Print Name	

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
HOLTSVILLE NY 00501-0023

003179.137782.0011.001 1 MB 0.309 844



PROJECT REBUILD COMMUNITY SCHOOL
% CAROLYN HESS
PO BOX 8361
CANTON OH 44711

03179

Date of this notice: 04-16-2004

Employer Identification Number:
20-0955085

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 20-0955085. This EIN will identify your business account, tax returns, and documents even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label IRS provided. If that isn't possible, you should use your EIN and complete name and address shown above on all federal tax forms, payments and related correspondence. If this information isn't correct, please correct it using the tear off stub from this notice. Return it to us so we can correct your account. If you use any variation of your name or EIN, it may cause a delay in processing and may result in incorrect information in your account. It also could cause you to be assigned more than one EIN.

Based on the information from you or your representative, you must file the following form(s) by the date shown next to it.

Form 941

07/31/2004

If you have questions about the form(s) or the due date(s) shown, you can call us at 1-800-829-4933 or write to us at the address at the top of the first page of this letter. If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a determination of your tax classification, you may seek a private letter ruling from the IRS under the procedures set forth in Revenue Procedure 98-01, 1998-1 I.R.B.7 (or the superceding revenue procedure for the year at issue).

**AMENDED AND RESTATED
CODE OF REGULATIONS
OF
CANTON HARBOR HIGH SCHOOL**

**ARTICLE I
PURPOSE**

Section 1. Organization. Canton Harbor High School (the "Corporation") is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law to operate as a community school in the State of Ohio.

Section 2. Purpose. The Corporation is organized primarily to support and promote the charitable, educational, scientific, and literary purposes of Ohio community schools: to inaugurate, maintain and operate an educational center; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; and to do all things necessary or incidental to the formation, operation, and management of the school.

**ARTICLE II
MEMBERS**

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

**ARTICLE III
DIRECTORS**

Section 1. Number. The number of Directors of the Corporation shall be at least five (5) and no more than nine (9), or such greater number as may be subsequently determined by the Directors, or unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

Section 2. Term. (Being that all directors are volunteers) Each Director shall hold office until his or her earlier resignation, removal from office, or death. (1)

Section 3. Qualifications and Role of Directors. The Directors, in their capacity as Directors, shall be the Governing Authority Board of a public Ohio community school. Governing Board Members will be selected from a pool made up of community leaders, educators, and persons with significant experience, knowledge and success in providing services to the targeted at-risk student population. Selection shall be based on their interest, suitability, potential contribution, and commitment to the Corporation's mission, philosophy and goals. Some qualities

that will be sought include: education, social sciences, and youth training; leadership; management or planning experience in a community-based setting; strong commitment to youth; success in collaborative relationships; and written and verbal communication skills. A majority of Directors will have long standing ties to the targeted community through work and/or residence. The Governing Board will strive to be diverse in gender and ethnicity. Any individual under final consideration for appointment to the Governing Board will have an Ohio and federal background check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and at least every five years thereafter. The results of such background checks will be shared with the Governing Board and the Corporation's Sponsor. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees.

Section 4. Election of Directors. At the annual meeting of Directors that is held on or before the date that such term expires, the Board of Directors shall elect a successor to any Director whose term is set to expire. The remaining Directors shall recommend potential Directors to fill any vacancy in the Board of Directors created by the resignation, removal or death of a Director at a regular or special meeting of the Board of Directors.

Section 5. Meetings. The annual meeting of the Directors shall be held in June of each year on such date, at such time, and at such place as a majority of the Directors may determine. In the event the Board of Directors is unable to hold its annual meeting in June, it shall hold such annual meeting on a date and at a time and place determined by a majority of the Directors. Special meetings may be called at any time by the Chairperson or by any one (1) of the Directors. Provided, however, meetings relating in any way or to the business or operation of the public school must be open to the public and publicized or advertised as required by law.

Section 6. Quorum and Voting. The presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. Except as otherwise provided by law, the Corporation's Articles of Incorporation, or this Amended and Restated Code of Regulations, a vote of a simple majority of the Directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors. Since the Corporation is a public school, the Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote, as required by law.

Section 7. Notice and Waiver. Any notice required to be given by this Code of Regulations shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice made by personal delivery, telegram, telecopy or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when deposited in the mail or with the courier service. Unless waived in writing, notice of each annual meeting communicating the day, hour, and place shall be given to each Director by the Secretary of the Corporation not more than sixty (60) nor less than three (3) days before any such meeting. Unless waived in writing, notice of each special meeting communicating the day, hour, place and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days

or less than twenty-four (24) hours before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice for that meeting. Nothing in this Section 7 shall alter, however, the duty of the Corporation to provide notice to the public of meetings, as required by law.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or all of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided, however, that all actions are taken at open and public meetings and action by written consent shall not be allowed.

Section 9. Committees of Directors. The Board of Directors may create an Executive Committee and such other committee or committees as the Directors may determine, the members of which committee or committees shall consist of not less than one (1) Director unless Ohio law allows otherwise in the future. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall only be a recommendation to the Board of Directors with respect to such matter. Notwithstanding anything to the contrary in this Section 9, however, no committee nor any group of Directors, which consist of a majority of the Board of Directors, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special meeting and, only the actions of the Board of Directors shall be valid and binding.

Section 10. Other Advisory Councils. The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations or advisory councils which are not part of the Board of Directors, such as parent associations.

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

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

Section 13. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law, and also in accordance with the Corporation's Charter Contract. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles of Incorporation and the Code of Regulations of the Corporation, the Board of

Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

Section 14. Honorary Directors. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title Honorary Director, at the discretion of the Board, by a majority vote of the entire Board. Honorary Directors are not voting members of the Board and are permitted but not required to attend meetings. The Board of Directors may remove an Honorary Director at any time, with or without cause, by a majority vote of the entire Board.

ARTICLE IV OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a Chairperson, Vice Chairperson, Secretary and Treasurer, and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. With the exception of the office of Chairperson, an individual may simultaneously hold two offices. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal.

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

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

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

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

Section 6. Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for matters concerning the public school, and shall keep a record of the proceedings of the Board of Directors, and shall

perform other duties as may be required by the Board of Directors or the Chairperson. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Secretary's responsibilities or parts thereof, may be contracted for by the Directors.

Section 7. Treasurer. The Treasurer shall act as the fiscal officer of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation, and shall perform other duties as may be required by the Board of Directors or the Chairperson. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors, maintaining records thereof. The Treasurer shall maintain appropriate books of account and supporting records and shall prepare and file all returns and related reports required by federal and state statutes and regulations and by the Board of Directors. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Treasurer's responsibilities or parts thereof, may be contracted for by the Directors. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.

ARTICLE V INDEMNIFICATION

Indemnification of Directors, Officers, Employees and Agents. Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation, or a Director member of the Governing Board of the school, and such person's heirs, executors and administrators, shall be indemnified by the Corporation, both during and after their association with the Corporation terminates, for those acts or omissions concerning the Corporation, in accordance with and to the full extent permitted by the Nonprofit Corporation Law (Ohio Revised Code Chapter 1702) as in effect at the time of the adoption of these Regulations or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights of indemnification to which any Director, officer, employee, agent or other person may be entitled, in any capacity, as a matter of law or under any regulation, agreement, vote of Directors, or otherwise. As authorized by the Board of Directors, the Corporation may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Regulations or as amended from time to time thereafter.

ARTICLE VI CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Ohio law and, while operating as a public Ohio community school specifically subject to the limitations and restrictions imposed on public officers, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested, whether such Director is a member of the Governing Board of the school or not, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors

nevertheless, authorize, approve or ratify such contract or transaction by a vote of a majority of the Directors present. Unless Ohio law otherwise prohibits or permits, the interested Director may be counted in determining whether a quorum is present, but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable.

ARTICLE VII
BOOK AND RECORDS

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

ARTICLE VIII
AMENDMENTS

The Amended and Restated Code of Regulations shall be adopted and, from time to time, amended by majority vote of the entire Board of Directors.

Adopted on: 6/20, 2018

(1) Amended by Motion 2018-6-51 on 6/20/18.

General Information

School Name: Canton Harbor High School

Physical Address: 1731 Grace Avenue, NE
Canton, OH 44705

Phone Number: (330) 452-8414 **Fax Number:** (330) 452-8452

County: Stark County

Grade Levels Served: 9-12 **Grade Levels in Contract:** K-12

Public School District: Canton City School District

Description of the Facility (including the approx. number of sq. ft. used):

Approximate Square Feet: 9,522

All of 2nd and 3rd Floors of the building located at 1731 Grace Ave NE, Canton, OH, 44705, including a storage room/office adjacent to Room 301 on the 3rd floor, both restrooms on each floor, and storage space located on the 2nd floor in the auditorium.

Additional information is found in the documents.

Financial Information

Lease Information

Payments:	Month	Annual	Start	End
	\$7,307.00	\$87,684.00	July 1, 2020	June 30, 2021
	\$7,526.00	\$90,312.00	July 1, 2021	June 30, 2024
	\$7,752.00	\$93,024.00	July 1, 2024	June 30, 2026

Landlord Information

Landlord / Lender: J. R. Coleman Family Services Corp.

Relationship to Operator: None

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into this 20th day of June 2016 by and between Canton Harbor High School, Inc., an Ohio not-for-profit corporation, (hereinafter referred to as "Harbor High School" and/or Tenant), and J.R. Coleman Family Services, Corporation (hereinafter referred to as "JRC and/ or "Landlord").



WITNESSETH:

That for and in consideration of the mutual promises, covenants, terms and conditions herein contained and intending to be legally bound, Landlord and Tenant do hereby agree as follows:

1. Leased Premises

The Landlord for and in consideration of the Base Rent (as hereinafter defined) and other amounts payable under this Lease as additional rent and the performance of the covenants and agreements hereinafter mentioned and hereby agreed to be paid, kept and performed by Tenant, has Leased and by these presents does hereby let and demise unto Tenant, and Tenant does hereby take and hire from Landlord, the following described premises, together with all improvements thereon and easements, rights and appurtenances, appertaining the following space in the Horace Mann Building located at 1731 Grace Ave., in Canton, Ohio, on the 2nd floor and Room 301, Room 302, Room 303, Room 304, Room 305, a storage room/office adjacent to Room 301, a third floor staff restroom and storage space located on the 2nd floor in the auditorium. Total square footage rented is 8,065 square feet, more or less. Landlord agrees that tenant shall have exclusive use of these rooms. However, Landlord shall have such access as necessary to Landlord's operations and maintenance as needed. Tenant and Landlord shall use in common the parking areas, with JRC staff primarily using the north lot and Harbor High School staff primarily using the south lot, and shall cooperate in such parking use. Landlord must approve in the design and placement of signage.

2. Use of Leased Premises

For the duration of this Lease, Tenant may use the Leased Premises for educational program purposes and for any and all lawful purposes directly related to such use and for no other use.

3. Primary Lease Term

This Lease is for a term of five years commencing July 1, 2016 and ending on June 30, 2021.

4. Base Rent

- A. The Base Rent for the Leased Premises during the Primary Term of this Lease is six thousand and eight dollars (\$6,008.00) per month for a period of thirty six months, beginning July 1, 2016 and the first day of each month thereafter through and including June 30, 2019. Effective beginning July 1, 2019 through June 30, 2021 for 24 months, rent will increase to six thousand one hundred and eighty eight dollars (\$6,188.00) per month.
- B. Landlord has disclosed to Tenant that Landlord may rent additional space in the Horace Mann Building to other renters, or may dispose of the entire Horace Mann Building by sale, during the term of this Lease. Harbor High School shall have the right of first refusal to rent any additional space in the Horace Mann Building prior to such space being rented to another tenant by Landlord. Harbor High School will

**Learning Center
Adult Day Center
Home Repair
Community & Economic
Development
Senior Housing**

1731 Grace Ave. NE
Canton, Ohio 44705-2261

phone: 330.455.3873
fax: 330.455.3934

www.JRCcares.org



have the right of first refusal to purchase the Horace Mann Building prior to JRC selling such building to a Buyer. If Tenant does not exercise its option to purchase the Horace Mann Building, and Landlord sells such building during the term of this Lease, Landlord shall take reasonable steps to require that the Buyer of the Horace Mann Building accept this Lease and all of its terms and conditions.

- C. All rents are payable by Tenant in Advance, without notice, on or before the first day of each month for the duration of this Lease, with the first monthly payment being due and payable on the Commencement date.
- D. Tenant will pay as additional rent any money required to be paid by Tenant under this Lease, whether or not the same is designated "additional rent". If such amounts or charges are not paid in this Lease, they will nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due.
- E. If Tenant fails to pay any money owed to Landlord under this Lease within 10 days after the due date thereof, such unpaid amounts will bear interest at the rate of 15% per annum.
- F. Any money that is to be paid to Landlord under this Lease is payable at the address provided in this Lease.

5. Right of Renewal

Tenant shall have a right to renew this Lease for five additional years beginning July 1, 2021 through June 30, 2026 (60 months) at the Base Rent of six thousand three hundred and eleven dollars (\$6,311.00) per month, payable each month for 36 months from July 1, 2021 through June 30, 2024 and for six thousand five hundred dollars (\$6,500.00) per month for an additional 24 months from July 1, 2024 through June 30, 2026. Tenant shall notify landlord of its intention to renew for an additional term at least 180 days prior to the end of the original Lease term. Should Tenant be notified that it has lost its charter to operate a public school in Ohio after having given notice of its intention to renew this Lease, but before the termination of the original Lease term, this Lease will not be renewed and will terminate on June 30, 2021. Provided that Tenant must give Landlord notice of losing its charter as soon as possible.

6. Obligations of the Landlord and Tenant

Tenant's personnel shall work in close cooperation with JRC in scheduling and reasonably assist in the most economical use of energy. In so far as is possible neither party shall interfere in the other's use of facilities made available to it.

Landlord will provide all utilities excluding telephone, cable and/or internet service. Landlord shall provide snow removal.

Tenant shall provide Landlord with information concerning Tenant's obligations to regulatory bodies concerning the storage, use and handling of hazardous materials, and shall update the same on an ongoing basis. This provision shall not be interpreted as an assumption by Landlord of Tenant's legal obligations.

Tenant shall provide security systems and procedures as needed for its operations and use of the premises, which systems are subject to prior approval by landlord.

Tenant and Landlord shall coordinate plans for Tenant's annual lock down drills.

The front south entry way shall be used by the Tenant.

A review shall be conducted each quarter by JRC management and Harbor High School staff to assess opportunities, improvements, progress etc. Additionally, at such review, the tenant shall provide Proof of Liability/Accidental Insurance, for the upcoming year.

7. Insurance

- (1.) Liability Insurance — Harbor High School will, at its expense, obtain and keep in force for the duration of this Lease, a standard policy of Combined Single Limit, Bodily Injury and Property damage Insurance against liability arising out of the ownership, use, occupancy or maintenance of the Leased Premises and all areas apparent there to. Such insurance will include contractual indemnity coverage and will be combined single limit policy in an amount not less than \$2,000,000 per occurrence. Upon request, Harbor High School will furnish JRC with proof of the required insurance coverage by a certificate(s) of insurance.
- (2.) Landlord additional insured. The foregoing required insurance coverage's must be primary coverage, and Landlord must be named as an additional insured.
- (3.) Tenant's Insurance Waiver of Subrogation and Notice – All insurance policies to be maintained by Tenant shall contain an express waiver of any right of subrogation by the insurance company against Landlord or Landlord's agents and employees. All such insurance policies shall contain a clause providing that the insurance company shall give Landlord at least thirty (30) days prior written notice of the expiration, termination or material modification of such insurance policy.
- (4.) Landlord's Insurance Waiver of Subrogation and Notice – All insurance policies to be maintained by Landlord shall contain an express waiver of any right of subrogation by the insurance company against Tenant or Tenant's agents and employees. All such insurance policies shall contain a clause providing that the insurance company shall give Tenant at least thirty (30) days prior written notice of the expiration, termination or material modification of such insurance policy.

8. Indemnification

1) Tenant shall indemnify, hold harmless and defend Landlord, its employees and agents from and against any and all costs, expenses (excluding reasonable attorney's fees), liabilities, losses, damages, suits, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or government authority, rising out of or in any way connected with, and Landlord shall not be liable to Tenant on account (i) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Tenant, (ii) any failure by Tenant to comply with the statutes, ordinances, regulations or orders of any governmental authority, (iii) any accident, death, injury to person or property, or damage to or theft or Landlord's property which shall arise out of Tenant's use or conduct in or about The Premises or common areas, or which shall result from the conditions, maintenance, alteration, repair or use of The Premises, or any part thereof, except as the same may be caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors.

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2) Landlord shall indemnify, hold harmless and defend Tenant, its employees and agents from and against any and all costs and expenses (excluding reasonable attorney's fees), liabilities, losses, damages, suits, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority; rising out of or in any way connected with, and Tenant shall not be liable to Landlord on account of (i) any failure by Landlord to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Landlord, (ii) any failure by Landlord to comply with the statutes, ordinances,

regulations or orders of any governmental authority, (iii) any accident, death, injury to person and/or property, or damage to or theft of Tenant's property which shall occur in or about The Premises, including, but not limited to, The Premises and common areas, or which shall result from the condition, maintenance, alteration, repair or use of The Premises, or any part thereof, except as the same may be caused by the negligence or willful misconduct of Tenant, its employees, agents or contractors.

9. Surrender

On the last day of the term of this Lease, or on any sooner termination, Tenant will surrender the Leased Premises to Landlord in the same condition as when received, except from reasonable wear and tear, acts of God, fire, damage by the elements, and damage by casualty and repairs that Landlord is required to make pursuant to the Lease. Any fixtures installed by Tenant shall remain the property of Landlord, provided however, Tenant may remove such fixtures on the condition that Tenant restore the premises to substantially the same condition as existed at the inception of this lease.

10. Default by Tenant

A. All rights and remedies of the parties under this Lease are cumulative, and none will exclude any other right or remedy allowable at law or in equity.

B. The following constitutes default of this Lease by Tenant:

(1). If Tenant, within a period of 5 days following Tenant's receipt of written notice from Landlord, fails, neglects or refuses to pay any required installment of rent at the time and in the amount as provided, or to pay any other monetary obligations set forth in this Lease; or

(2). If Tenant fails, except for the nonpayment of rent, to keep and perform any other term, covenant or condition of this Lease agreed to be kept and performed by it, for a period of more than 30 days after Tenant's receipt of written notice thereof given by Landlord to Tenant specially describing the failure; provide, however, that in the event any such default cannot reasonably be cured or corrected with the 30 days, Tenant will not be in default if Tenant commences to cure or correct the default within the 30 day period and diligently and in good faith continues to cure or correct the default within 90 days following written notice thereof. Failure to cure within 90 days will in any event constitute a default.

(3). Tenant expressly waives any right of trial by jury in any action related in any way to this lease or to the relationship between the parties.

(4). In the event of any dispute between the parties which is not resolved by negotiation, the parties shall, prior to the initiation of any litigation, submit the matter to private mediation conducted according to the procedures set forth in the local rules of Stark County Common Pleas Court.

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C. In the event of the occurrence of any default by Tenant, Tenant does hereby authorize and fully empower Landlord and Landlord's agent to cancel or annul this Lease at once and to reenter and take possession of the Leased Premises immediately and without any previous notice of intention, to enter and remove all persons and their property there from, and to use such force and assistance in effecting and performing the removal as Landlord may deem necessary and advisable to recover at once full and exclusive possession of the Leased Premises. Landlord may relet the Leased Premises at the best rates and on the best terms reasonably obtainable and for a longer period of time than fixed in this Lease, without discharging Tenant from any liability, applying any money collected, first to the expense of obtaining possession, second to the restoring the Leased Premises to a rentable condition, and then to the payment of rent and all of the charges due and accruing to Landlord, with Tenant remaining liable for any deficiency. Tenant expressly agrees that the exercise by landlord of this right of re-entry and reletting neither bars nor prejudices in any way any other legal remedies available to landlord.

11. No Waiver of Forfeiture

No waiver of any forfeiture, by acceptance of rent or otherwise, waives any prior or subsequent cause of forfeiture, or breach of any condition of this Lease; nor will consent by the Landlord to any assignment or subletting of the Leased Premises, or any part thereof, be held to waive or release any assignee or sub lessee from any of the foregoing conditions or covenant as against it to them, by every such assignee and sublease will be expressly subject thereto.

12. Assignment and Sublease

Tenant has no right to assign this Lease or to sublet the whole or part of the Leased premises at any time during the term of this Lease without the prior written consent of the Landlord, which consent will not be unreasonably withheld or delayed. Any such assignment or subletting shall be subject to all of the terms and provisions of this Lease. Notwithstanding the foregoing Tenant may assign this Lease or sublet the Leased Premises in whole or in part without the prior written consent of the Landlord to any corporation that is an affiliate, subsidiary, parent or successor of Tenant, or of a corporation into or with which Tenant may be merged or consolidated, or to a partnership or other entity, the majority interest of which is owned by stockholders of Tenant or of any such corporation.

13. Construction

Whenever the word Landlord is used in this Lease it will be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of the Landlord; and the word Tenant includes the heirs, executors, administrators, successors, assigns, or legal representatives of Tenant. The words Landlord and Tenant shall include singular and plural, individual or corporation.

14. Broker

Landlord and Tenant represent and warrant to the other that there are no claims for brokerage commissions or finder's fee in connection with the Lease of the Leased Premises. In the event of any claim for any broker's fee or commission in connection with the negotiations, executions or consummation of this Lease, each of the parties agrees to indemnify the other against, and hold harmless from, all liabilities arising from any such claim (including, without limitation, the reasonable cost of counsel fees in connection therewith.)

15. Time of Essence

Time is of the essence in this Lease.

16. Severability

If any terms, covenant or condition of this Lease or the application thereof to any person or circumstances is, to any extent invalid or unenforceable, the remainder of this Lease, and the application of the invalid terms, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected thereby, and each term, covenant or condition of this lease is valid and will be enforced to the fullest extent permitted by Law.

17. Entire Agreement

This Lease, set forth all the covenants, promises, agreements, conditions and understanding between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than those set forth

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in this Lease. Except as otherwise provided in this Lease, no subsequent alteration, change or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by them.

18. Headings

The headings of the Sections of this Lease are intended for convenience only and are not construed as defining or limiting in any way the scope or intent of the provisions of this Lease.

19. Governing Law

This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

20. Cumulative Remedies

No remedy or election under this Lease is exclusive but is, wherever possible, cumulative with all other remedies at law or in equity.

21. Binding Effect

Subject to any provisions of this Lease restricting assignment or subletting by Tenant, this Lease binds the parties, their personal representative, successors and assigns. The parties to this Lease have duly executed the foregoing instrument or caused the same to be executed the day and year first above written.

Landlord: J. R. Coleman Family Services, Inc. dba JRC

WITNESS:

Print: Dimese Gomer

Signed: Dimese Gomer

LANDLORD:

JRC Executive Director: Tom Thompson

Signed: Tom Thompson

Date: June 20, 2016

Tenant: Canton Harbor High School, Inc.

WITNESS:

Print: Amanda J Stewart

Signed: Amanda J Stewart

TENANT:

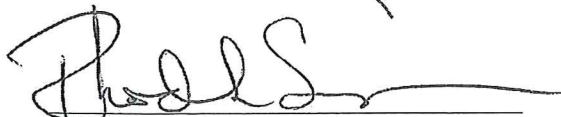
Canton Harbor High School, Inc Board President:
Rhoderick Simpson

Signed: Rhoderick Simpson

Date: June 21, 2016

RESOLUTION
OF
CANTON HARBOR HIGH SCHOOL

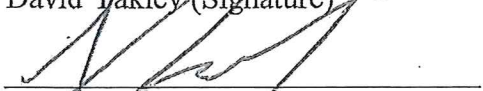
RESOLVED, That the Governing Authority, Canton Harbor High School Board of Education, enter into a contract amendment with JR Coleman Family Services Inc. for the lease of the school to include extra square footage for rooms 306, 307 and the Women's Restroom on the third floor commencing at the attached new rates beginning June 1, 2018.



Rhoderick Simpson (Signature)

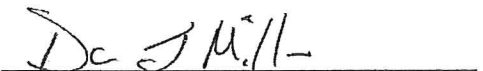


David Yakley (Signature)



Shelby Santizo (Signature)

Carrie Clemens (Signature)



David Miller (Signature)

Andrea Perry (Signature)

Date: 11-15-2017

Motion: 2018-11-18



Amendment #1 to Lease Agreement between
Canton Harbor High School, Inc. and
JR Coleman Family Services Inc. dba JRC Learning Center

Article 1: Leased Premises

Additional space to be leased effective June 1, 2018 to include Room 306, Room 307, and Women's Restroom on the third floor of the Horace Mann Administration Building.

The total square footage leased by Canton Harbor High School, Inc. is 9,522 sq. ft.

Article 4: Base Rent

- A. Effective June 1, 2018, rent will increase to seven thousand and ninety four dollars (\$7,094) per months due to additional rental space for Room 306, Room 307 and the Women's Restroom on the third floor.
- B. July 1, 2019 through June 30, 2021 for 24 months, rent will increase to seven thousand three hundred and seven dollars (\$7,307.00) per month.

Article 5: Right of Renewal

Tenant shall have a right to renew this Lease for five additional years beginning July 1, 2021 through June 30, 2026 (60 months) at the Base Rent of seven thousand five hundred and twenty six dollars (\$7,526.00) per month for 36 months from July 1, 2021 through June 30, 2024 and for seven thousand seven hundred and fifty two dollars (\$7,752.00) per month for an additional 24 months from July 1, 2024 through June 30, 2026.

Landlord: J. R. Coleman Family Services, Inc. dba JRC

WITNESS:

Print: Dinese Cramer

Signed: Dinese Cramer

LANDLORD:

JRC Executive Director: Tom Thompson

Signed: Tom Thompson

Date: November 16, 2017

Tenant: Canton Harbor High School, Inc.

WITNESS:

Print: Rhoderick Simpson

Signed: Rhoderick Simpson

TENANT:

Canton Harbor High School, Inc.

Signed: Rhoderick Simpson

Date: Nov 13, 2017

**Learning Center
Adult Day Center
Home Repair
Community & Economic
Development
Senior Housing**

1731 Grace Ave. NE
Canton, Ohio 44705-2261
phone: 330.455.3873
fax: 330.455.3934

www.JRCcares.org



Revised

Total SQFT	\$ per SQFT	Yearly \$	Monthly \$	Last	From	To	
9522	\$ 8.94	\$ 85,126.68	\$ 7,093.89				
\$ 7,094			\$ 7,094	36 months	1-Jul-16	June 30, 2019	\$ 255,384
\$ 7,307	103%		\$ 7,307	24 months	1-Jul-19	June 30, 2021	\$ 175,364
\$ 7,526	103%			36 months	1-Jul-21	June 30, 2024	
\$ 7,752	103%				1-Jul-24	June 30, 2026	\$ 430,748

Governing Authority Composition

Canton Harbor High School

<u>Name</u>	<u>Email Address</u>
Miller, David	dmills2134@yahoo.com
Rearick, Amanda	ajmaxwell1@gmail.com
Santizo, Shelby	olsantizo@gmail.com
Simpson, Rhoderick	rhodericksimpson@yahoo.com
Yakley, David	dyakley@malone.edu

Contact the members by mail:
1731 Grace Avenue NE, Canton, OH 44705

Contact the members by phone:
(330) 452-8414

Uploaded: July 2020

thereby, but removal without cause shall be without prejudice to the contract rights of any person so removed. The authority to act as an officer may be suspended by the Board for cause.

Vacancies

Resignations. Any Trustee or officer may resign such position at any time, such resignation to be made in writing and to take effect from the time of its receipt by the Board, unless some later time may be fixed in the resignation, and then from that date. The acceptance of the resignation by the Board shall not be required to make it effective.

Filling Vacancies. If the office of any Trustee or officer becomes vacant, by an increase in the number of Trustees or officers, or by reason of death, resignation, disqualification, or otherwise, the Board may choose a successor or successors who shall hold office for the remainder of the term.

Board Committees

The Board may, by adoption of a resolution, establish one or more committees to consist of one or more Trustees of the Board. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all of the powers and authority of the Board, except that no committee shall have any power or authority as to the following:

- (a) Elect or appoint any trustee, or remove any officer or trustee.
- (b) The adoption, amendment or repeal of the Code of Regulations.
- (c) The amendment or repeal of any resolution of the Board.
- (d) Action on matters committed by the code of Regulations or by resolution of the Board to another committee of the Board or to the directors.

Expert community advisors may be invited to serve as ex officio non-voting directors of any committee at the invitation and pleasure of the directors of each committee.

Initial Committees

Initial Committees will include:

- **Executive Committee:** Shall consist of the Officers of the Board and such additional Trustees as the Board may designate. The Executive Committee shall act for the Board of Trustees with full authority between the times of regular or special Board meetings. At least one (1) day's notice shall be given for Executive Committee meetings.
- **Finance Committee:** Shall study and make recommendations regarding financial procedures and controls and assist in the preparation of the budget.
- **Curriculum Committee:** Shall oversee and evaluate the Curriculum and make recommendations annually for continuation and/or changes in the curriculum.
- **Fundraising Committee:** Shall assist with researching opportunities for fundraising, and will design and lead fundraising strategies.

Attachment 4 – Educational Plan Guidance Document

Overview

The Ohio Council of Community Schools (Council) believes that successful community schools promote student learning through a clear vision and high expectations. It has been our experience that quality educational outcomes occur through the deliberate and planned integration of curricular tools, instructional methods and assessments throughout the course of a charter contract.

In responding to the core components below, please detail essential elements which link the school's philosophy with academic outcomes. Educational Plans frequently detail the use of specific methods, techniques or curricular materials which the school will use to impact student achievement. Explaining these processes and tools will enable the Council to effectively monitor charter contract compliance.

I. Mission, Vision, and Core Values

A. Mission

Canton Harbor High School's mission is to advance under-served youth through rigorous education, job training, personal development, leadership development, and community service.

Canton Harbor is dedicated to a specific group of students, those considered to be the most at-risk in terms of earning a high school diploma. Today's young adults are tasked to find their success in a globally competitive environment. To meet the demands of a highly competitive global society, our students need skills, whether they be academic, career related, leadership oriented, and/or social emotional. To ensure that students emerge with the necessary skills to be successful post-graduation, Canton Harbor has implemented its version of the "Portrait of a Graduate." Canton Harbor's Portrait of a Graduation focuses on six (6) pillars; Respectful Collaborator, Global Citizen, Creative Innovator, 21st Century Leader, Critical Thinker, and Effective Communicator. To ensure students are becoming the Portrait of a Graduate that Canton Harbor envisions, teachers will create lessons with those principles in mind. Lessons will be constructed to provide students opportunities to practice each of the six pillars that make up the Portrait of a Graduate. Additionally, Canton Harbor will work to ensure that students have an opportunity apply these skills outside the classroom through service learning and volunteering opportunities. Mindful lesson planning, service learning, volunteer opportunities, and ultimately, graduation will determine if Canton Harbor is providing its students with an optimal environment in which to find their success.

Canton Harbor High School is a Dropout Prevention/ Credit Recovery high school. Canton Harbor serves grades 9-12 and ages 15-21 that are working to earn a high school diploma. The students that Canton Harbor is looking to attract are those that may struggle in the larger setting of a traditional high school. Canton Harbor is looking for the student that may be overlooked in large classrooms, overwhelmed by the extremely crowded hallways in big schools, those that need more one-on-one assistance, but are afraid, or are too shy to ask for help. Canton Harbor is looking to find the student that may need another chance, or due to life circumstances beyond their control, have fallen behind the peers in terms of their academics and need a chance to catch up. Canton Harbor offers an opportunity to attend high school in a smaller, more personalized setting.

To aid in the facilitation of our mission, Canton Harbor is seeking a STEM Campus designation during the 2020-2021 school year. Currently, four (4) teachers are working through the coursework necessary to become STEM certified teachers, as well as completing the curriculum that will ultimately lead to a campus certification during the 2020-2021 school year.

B. Vision

Through rigorous academics, community partnerships, and a safe learning environment, students will graduate from Canton Harbor High School as college ready, career ready, and productive members of society.

C. Core Values

- Acceptance:
 - o Each student comes with a different story
 - o Fostering an environment of understanding and respect
- Guidance:
 - o Each student is unique and must be provided with opportunities to meet their needs
 - o Providing additional support for life beyond the classroom
- Growth:
 - o Challenging our students to grow academically and personally
 - o Preparing students to be confident in taking the next step in life

The key to our students find success is through the core values of acceptance, guidance, and growth. Each of these core values is directly related to both the mission and vision of Canton Harbor High School. The fundamental essence of an educator is to educate. The instructional team at Canton Harbor understands that each student is unique in terms of life experiences and learning styles. All students have the right to learn, and it is our expectation to accept each child with respect. Great educators understand that learning is a process and the requirements for each student to learn are different. It is Canton Harbor's expectation that our instructional team meets each student at their level and provides each child with the tools to find their success. Great educators also understand that learning goes far beyond the walls of the school building. In an ultra-competitive global society, it is the responsibility of the school to provide each student with the best preparation possible to find success upon graduation. Preparation for students comes in various forms. As an institution of learning, it is the schools responsibility to provide students with the base knowledge required to instill confidence. However, a true measure of base knowledge comes in the form of application. Students at Canton Harbor guided in their application of knowledge through relevant, real-world experiences. For students to be successful in today's global society, students also need social and emotional skills and supports to navigate their road to success. A true measure of one's success can come in for the form of their growth. Canton Harbor expects the instructional team to challenge our students. Learning happens in uncomfortable situations. Providing our students with opportunities to push beyond their comfort zone with relevant, real-world application, service learning, and volunteering opportunities will provide our students the opportunities required to grow and gain confidence, both academically and personally.

II. Educational and Cultural Outline

A. Curricular Elements

Canton Harbor High School uses the Ohio Learning Standards to guide teaching and learning, thus providing students common understanding of what knowledge, skills and abilities they are expected to learn in order for them to be competitive in a global economy.

Our curriculum will provide rigorous content and applications of higher knowledge through higher order thinking skills utilizing the principles of STEM as a STEM Certified campus. CHHS will provide opportunities for students to learn in various instructional contexts which will reflect relevant real-world situations and application. Students attending CHHS will also have to meet the minimum graduation requirements outlined by the state of Ohio. Canton Harbor High School will utilize the Northwest Evaluation Association's (NWEA) Measures of Academic Performance (MAPs) to determine student growth. Students will take a MAPs test in both reading and mathematics twice a year; once upon enrollment and after 13 weeks of instruction. Student growth will be reflected on the school's Ohio Department of Education issued Local Report Card.

Students graduating in classes 2018-2022 must meet the requirements as defined by the state of Ohio listed below:

English Language Arts	4 Units
Health	½ Unit
Mathematics	4 Units
Physical Education	½ Unit
Science	3 Units
Social Studies	3 Units
Electives	5 Units
Economics and Financial Literacy (9-12 grade)	1 Unit
Fine Arts (7-12 grade)	1 Unit
End of Course Exams	Algebra 1 and Geometry or Integrated Math I and Integrated Math II; Biology; American History and American Government; English I and English II
Meet one of the Following as outlined by the State of Ohio:	<ol style="list-style-type: none"> 1. The Three Pathways 2. Modified Additional Graduation Options 3. Permanent Requirements

Students graduating in classes 2023 and beyond must meet the requirements as defined by the state of Ohio listed below:

English Language Arts	4 Units
Health	½ Unit
Mathematics	4 Units
Physical Education	½ Unit
Science	3 Units
Social Studies	3 Units
Electives	5 Units
Economics and Financial Literacy (9-12 grade)	1 Unit
Fine Arts (7-12 grade)	1 Unit

<p>Show Competency</p>	<p>Earn a passing score on Ohio’s high school Algebra I and English II tests. Students who do not pass the test will be offered additional support and must retake the test at least once.</p> <p>Additional ways to show competency: Take Algebra I and English II at a minimum of twice and complete one of the following:</p> <ol style="list-style-type: none"> 1. Demonstrate Two Career Focused Activities: <ol style="list-style-type: none"> a. Foundational <ol style="list-style-type: none"> i. Proficient Scores on WebXams ii. 12-point Industry Credential iii. A pre-apprenticeship or acceptance into an approved apprenticeship program b. Supporting <ol style="list-style-type: none"> i. Work-based Learning ii. Each the required score on WorkKeys iii. Earn the OhioMeansJobs Readiness Seal
<p>Show Readiness: Earn two of the following diploma seals</p>	<ul style="list-style-type: none"> • OhioMeansJobs Readiness Seal • Industry-Recognized Credential Seal • College-Ready Seal • Military Enlistment Seal • Citizenship Seal • Science Seal • Honors Diploma Seal • Seal of Biliteracy • Technology Seal • Community Service Seal • Fine and Performing Arts Seal • Student Engagement Seal

Upon enrollment, each students will received an educational records review. After analyzing the educational records, a customized student Graduation Plan will be developed for each student. Students at Canton Harbor High School will complete academic content of the graduation plan in the form of competencies. This means that the student will have classes broken down into smaller sections that allow the student to work at his/her own pace. Each student is also required to complete **every** assignment that has been assigned by the designated teacher. Student progress will be monitored to ensure mastery of the content, therefore students must complete each assignment and assessment with a minimum of 70% accuracy.

Canton Harbor places an emphasis on building relationship between teachers and students. To meet the core content credits required for graduation, Canton Harbor will utilize a face-to-face instructional environment. Although there is an emphasis on face-to-face instruction that does not mean there is not a significant integration of technology in the classrooms. Teachers are encouraged to utilize technology on a regular basis. Content teams are encouraged and directed to utilize diagnostic programs in reading comprehension and math proficiency as a regular component of classroom instruction. These programs will help teachers monitor student progress and pace

instruction on a more individualized basis. Teachers are also encouraged and directed to use technology that is available in the Google Apps for Education Suite.

In terms of elective credits, students will earn credit in both face-to-face and digital environments. Due to limited resources, not all elective courses can be delivered in a face-to-face environment. To ensure that students have access to the remainder of their elective credits, students will be scheduled, during the school day, to complete elective coursework utilizing a digital platform. The digital platform offers an array of choice for students to complete the remainder of their elective coursework. Not only does the digital platform provide student choice, but it provides students an opportunity to learn how to navigate online platforms that are commonplace for continue training in the workforce.

B. Instructional Practices

Student graduation plans will be goal oriented, thus placing ownership onto the student. Students will learn through a variety of mediums; direct instruction, independent learning, career exploration, community service, and project based learning utilizing principles of both STEM and Canton Harbor's Portrait of a Graduate. Content lessons and work-related experiences will be relevant, meaningful, and contain "real-world" applications. Through our expanded course catalogue, students will have the ability to choose elective courses that peak their interest as well as allow them to gain, develop, and apply the 21st century skills required for today's working environment. They also have the ability to utilize the skills they are learning in class, apply them to the workforce via the Career Based Intervention Program, thus making the student a stakeholder in their education by acknowledging the school and work connections.

Teachers will implement guided, independent, summative and formative pedagogies to help create daily lessons that are unique to each student and their graduation plan. Student performance data will be collected from researched based programs such as, but not limited to, Achieve3000, IXL Math, IXL Science and MAPS, along with teacher created summative, and formative assessments. The data will be utilized to assist the teacher in creating lesson plans that meet the unique needs of each student, adjust graduation plans, and implement intervention strategies as needed.

Canton Harbor has implemented the Ohio Improvement Process (OIP). The OIP, integrated with the Ohio 5-Step process has been put in place to ensure teachers have the appropriate amount of accountability and support while implementing the curricular plan Canton Harbor has defined. Additionally, Canton Harbor will utilize both formal and informal teacher evaluations. Teacher evaluations have been constructed to use principles of the Ohio Teacher Evaluation System (OTES) and the research-based principles from John Saphier's High Expectations Teaching.

Canton Harbor's administrative team understands that teachers cannot be evaluated unless they have access to extensive professional development. Professional Development is a major component to effectively supporting the teaching staff at Canton Harbor. Providing the teachers with the skills necessary to accomplish student and school goals are the responsibility of the administration of Canton Harbor High Schools. Teachers and staff will engage in a number of professional development sessions throughout the year. In addition, teachers on a Resident Educator License will enroll in the Resident Educator Summative Assessment Program (RESA). During years one and two, Resident Educators will be paired with a mentor teacher and complete all

the year-one and year-two cycles together. In years three and/or four, the resident educator will complete the RESA with assistance from the mentor teacher. Teachers on a 5-year Professional License will be a part of the Local Professional Development Committees (LPDC). Teachers on the LPDC will attend and/or create other opportunities to enhance the overall performance of the school.

The administrative team is also responsible for providing the classroom teachers and students with the tangible tools to run an effective classroom and meet student goals. Each classroom is equipped with the most up-to-date technology including interactive whiteboards, overhead projectors, computer(s), and a real-time voting system. Teachers and students at Canton Harbor High School will have access to an expansive online curriculum catalogue for elective courses in addition to the content specific texts and supplemental materials. Beyond the tangible tools to effectively run a classroom, the administrative team understands that creating partnerships with community stakeholders is the key to making a unique and relevant experiences for each student.

Students at Canton Harbor will follow a more traditional academic calendar consisting of a minimum of 170 student days and 181 teacher. According to Ohio state law, community schools are required to have 920 instructional hours per year, currently CHHS will offer 1,026 per year. Students at CHHS are required to attend class five (5) days per week. Students will rotate through a class schedule based on the classes needed per each students Graduation Plan. Students will complete their core curriculum and a minimum of two-fifths (2/5) of their electives via face-to-face instruction. The remaining (3/5) three-fifths of the electives will be completed using a web-based, online curriculum. Students will have a class period scheduled during the school day to complete the web-based coursework and will not be required to complete the coursework outside of the regular school day. A typical school day consists of seven (7) regular class periods, a homeroom period, and one (1) intervention period. Each of the regular class periods is forty-seven (47) minutes in duration, homeroom is fifteen (15) minutes in duration, and the intervention period is thirty-two (32) minutes in duration. The bell schedule is shown below:

1	8:35-9:22
2	9:25-10:12
3	10:15-11:02
4	11:05-11:52
HR	11:55-12:10
5	12:13-1:00
6	1:03-1:50
7	1:53-2:40
Intervention	2:43-3:15

C. Assessment

Students at Canton Harbor High School are subject to all state mandated assessments and reporting as prescribed by the state of Ohio and Ohio Department of Education. The graphic below indicates the graduation pathways for each class of students:

Classes of 2017 and Prior	Classes of 2018 and 2019	Classes of 2020	Classes of 2021 and 2022	Classes of 2023 and Beyond
Students entering grade nine on or before June 30, 2014	Students who entered grade nine between July 1, 2014 and June 30, 2016	Students who entered grade nine between July 1, 2016 and June 30, 2017	Students who entered grade nine between July 1, 2017 and June 30, 2019	Students entered grade nine between July 1, 2019 and June 30, 2020
Ohio Graduation Test OR OGT Alternative Pathway OR Three Pathways Or OGT Substitute	Three Pathways OR Additional Graduation Options OR Permanent Requirements	Three Pathways OR Modified Additional Graduation Options OR Permanent Requirements	Three Pathways OR Permanent Requirements	Permanent Requirements

End-of-Course exam data will be utilized to identify strengths and weakness within our program. This data will be used as one of the many data points examined to determine the utilization of funds within the Comprehensive Continuous Improvement Plan (CCIP).

In addition to the End-of-Course graduation requirements, students attending Canton Harbor will be required to take the NWEA Measures of Academic Progress (MAPs) assessment in math and reading. Students are required to take this assessment twice per year. Students will take their first assessment upon enrollment. Students will take their second assessment after a minimum of 13 weeks of instruction. The results of the MAPs assessment will be used by the Ohio Department of Education to determine the progress measure on the Local Report Card.

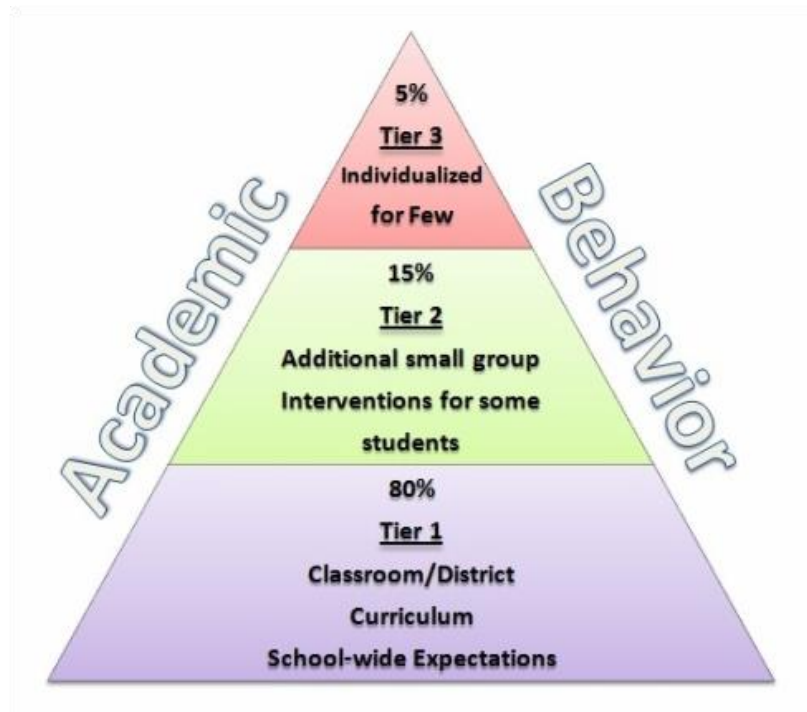
On a classroom level, both formative and summative assessment and pre/post assessments will be utilized to drive instruction. Teachers will utilize many forms of formative assessment and use the data to design instruction for each student. Teachers will participate in Teacher-Based Team meetings. During these meetings, teachers will review the formative assessment data and implement strategies based on the results. The administrative team has provided all Teacher-Based Teams a template in which to conduct meeting, gather data, evaluate data, and implement strategies. Teachers are required to submit those templates to the administration for

review. Teacher have been instructed to use the data from the Teacher-Based Team meetings to construct data walls to display the frequency at which students are reaching benchmarks.

Canton Harbor has also implemented school-wide data walls based on academic progress. The administrative team has a comprehensive database to monitor all students' quarterly progress. At the end of each quarter, the administrative team calculates the number of credits earned by each student to ensure academic progress is being made. After calculating the credits earned after each quarter, students have a meeting with the Assistant Principal and Dean of Students to review their quarterly progress. During these meetings, students review their progress in each class, attendance, and set goals for the upcoming quarter.

D. Special Student Populations

Ohio mandates a minimum of one (1) Intervention Specialist per twenty-four (24) students on Individual Education Plans (IEPs). Canton Harbor High School will hire staff to meet Ohio compliance requirements. Intervention Specialists will work with the content staff to accommodate each student appropriately based on the IEPs. Student intervention environments will be a hybrid of "pull-out" and "inclusion." The Intervention Specialist(s) will create a schedule where each student will have opportunities for both options throughout the school week. Providing students with support in both "pull-out" and "inclusion" settings will help students who need remediation. Intervention Specialists will use data collected from standardized, formative, and diagnostic assessments to help create accommodations necessary to help students move from below grade level to grade level and beyond. Teachers at CHHS will implement the RTI pyramid to help guide instruction for all students, in hopes to close gaps in academic performance.



Economics dictates that we partner with outside sources to provide certain special education services. Canton Harbor High School will partner with outside sources to meet the needs of students labeled ELL/ESL. To aid in accommodating ELL/ESL students, language learning software will be reviewed in addition to out-sourcing ELL/ESL services. Canton Harbor High School will also utilize outside services for speech/ language therapy and school psychologist.

Canton Harbor is a school designed for those who are at-risk of academic failure. The instructional plan has been adapted to ensure that all of our students find their success. There are a number of measure within the instructional plan to help ensure that students are making progress toward graduation. Students are closely monitored academically. Teacher and administration is in constant contact with each student concerning their academic progress. Teachers have a multitude of data points from the implementation of formative and diagnostic testing to assessment to tailor classroom instruction to meet the needs of every student.

Students who are academically advanced or gifted have the opportunity to take part in any College Credit Plus programming that is available. Student who have been identified in this manner will provided the necessary information to pursue College Credit Plus opportunities. Not only will is College Credit Plus programming available, but classroom teachers have the ability to use all the assessment data that is gathered on each student to provide opportunities for enrichment.

E. School Culture and Climate

Canton Harbor works diligently to employ the core values of acceptance, guidance, and growth in every facet of the program. Canton Harbor has also worked diligently to instill a team approach to education. Education is one of the most crucial and important jobs within society. The job is too big for a single approach and for one person to execute. The climate and culture at Canton Harbor is what has the ability to separate Canton Harbor from other schools that serve a similar demographic.

Canton Harbor is focusing on ensure the culture and climate is one based on growth mindset and resiliency. Canton Harbor has built their version of a “Portrait of a Graduate” to provide common language and skills are being taught to each student. This provides both teachers and students direction and expectation to achieve.

Educating with the core values in mind at all times and ensuring classroom lessons are engaging and relevant are the main approaches to ensure that students have a safe and orderly school to attend. However, Canton Harbor understands that behavior management and discipline are part of any school system. Canton Harbor’s has implemented a Tiered Student Discipline policy which outlines each tier and their respective infractions. Canton Harbor has developed a consequence matrix that is in conjunction with the Tiered Student Discipline policy. Students are informed of the Tiered Student Discipline policy and the consequences upon enrollment.

At Canon Harbor, parental involvement is needed as much as possible for the benefit of their child’s successful education. Families and community members will continue to be invited to season events such as; Halloween at the Harbor, Thanksgiving at the Harbor and Holiday at the Harbor. New this year was the addition of Halloween at the Harbor. As Canton Harbor continues to grow and evolve, we hope that parents will be an integral piece of the process. Parents are

also welcome to tour the school, set appointments for parent teacher conferences, and attend open houses.

Canton Harbor High School's goal is to provide opportunities for parents to become stakeholders in the education process. Part of the policy at Canton Harbor High School is to maintain constant contact with parents/guardians. We make a point to make sure that parents know how their child is performing in academics, attendance, and behavior. CHHS envisions that parents have opportunities to participate in during school and after school programs. It is a goal for CHHS to have a Parent-Teacher Organization. The Governing Board also encourages parental and community involvement, thus contributing to make Canton Harbor High School strive for excellence.

III. Proposed Outcomes and Supports

A. Proposed Outcomes

According to the needs assessment, there are four main goals to which Canton Harbor is working to achieve. The goals are as follows:

1. End-of-Course Exam Passage Rate Improvement
 - a. Smart Goal: Canton Harbor High School will improve the passage rate of the following End-of-Course Exams by 3% each year over a three (3) year period. By the end of the 2019-2020 school year, Canton Harbor will have the following passage rates on End-of-Course Exams: English I-16%; English II-20%; Biology-16%; American History-45%; American Government-53%.
 - b. Student Measure: Students will engage in multiple forms of formative and summative assessments in each End-of-Course class. All students will be required to perform at a passage rate of 80% on all formative assessment to demonstrate mastery before taking a summative assessment. All students will be required to perform at a passage rate of 80% on all summative assessments to demonstrate mastery before moving to another topic. Students must engage in remediation assignments for any score below 80% proficiency before having the opportunity to re-take any formative or summative assessment.
 - c. Adult Implementation Measure: Teachers will be provided with Professional Development focused on the OIP and the Ohio 5-Step process to foster effective Teacher-Based Team meetings by the Administration. Teachers will be provided with Professional Development on the RTI pyramid to provide a level framework of understanding of strategies and accommodations. Teacher will conduct 2x/month TBT meetings to analyze formative and summative data. Instructional decisions will be driven by the data from TBT meetings. Administration will conduct regular walk-throughs as a progress monitor. Teachers will also be required to provide peer-to-peer feedback 1x/week.
2. Reading Comprehension Improvement
 - a. Smart Goal: Students will score a minimum of 75% on 50 activities utilizing Achieve3000 in English, Science, and Social Studies.
 - b. Student Measure: Students will complete a minimum of two (2) activities per week in Achieve3000 in English, Science, and Social Studies classes with an accuracy rate of 75%. Students will earn a "Blue Ribbon" for each activity

completed with a 75% accuracy to post on a data wall. Each month, students with the most "Blue Ribbons" will be recognized for their achievement.

- c. Adult Implementation Measure: Teachers in English, Science, and Social Studies will utilize Achieve3000 as a reading diagnostic measure to ensure that students are completing a minimum of two (2) activities per week. Teachers will utilize student data from each activity to drive instruction and implement RTI as needed to ensure student improvement. Teachers will progress monitor student accuracy of 75% during TBT meetings. Teachers will also create data walls to provide both students and administration with a visual noting the number of activities completed per week
3. Mathematics Proficiency
 - a. SMART Goal: By the end of the 2022, Canton Harbor will have passage rates on the Algebra I and Geometry End-of-Course Exams of 17.5%. Canton Harbor will incrementally improve its passage rate on the Algebra I and Geometry End-of-Course Exams per the following schedule: 2019-2020- 7.5%; 2020-2021-12%, and 2021-2022-17.5%.
 - b. Student Measure: Students will utilize the math proficiency diagnostic program, IXL, to improve overall math proficiency. Students will improve their initial assessment by 20% over the course of the school year. Students will be given the IXL Diagnostic quarterly to determine student growth over time. Students will earn "Blue Ribbon" scores of 80% or above on skills sets to determine proficiency. Those who earn the most "Blue Ribbons" will be recognized monthly.
 - c. Adult Implementation Measure: Teachers will incorporate the math diagnostic program, IXL, to their instruction at a minimum of 2x/week. Teachers will utilize student data from each activity to drive instruction and implement RTI as needed to ensure student improvement. Teachers will progress monitor student accuracy of 80% during TBT meetings. Teachers will also create data walls to provide both students and administration with a visual noting the number of activities completed per week.
 4. High Expectations culture
 - a. SMART Goal: By the end of the 2019-2020 School Year, 100% of teachers will be trained in Growth Mindset strategies and use a common language aligned with Growth Mindset within the classroom.
 - b. Student Measure: Students will be given a Growth Mindset Inventory quarterly. Scores will be monitored to determine a change from a fixed mindset to a growth mindset. Students will also be provided with surveys to provide feedback to both teachers and administration concerning the activities and their effectiveness toward fostering a growth mindset culture.
 - c. Adult Implementation Measure: Teachers will attend professional development 2x/month focused on Growth Mindset, specifically the principles of John Saphier's High Expectations Teaching and Making Student Thinking Visible. Teachers will be responsible for analyzing data from the Student Growth Mindset Inventory. Teachers will create and develop classroom specific surveys to determine the effectiveness of Growth Mindset teaching strategies. The Administration will provide teachers with surveys to determine the overall school/classroom culture. Administration will also develop a progress monitoring rubric to monitor the usage of High Expectation Strategies and Making Student Thinking Visible principles. Finally the administration will

provide parents a survey to complete to determine the effectiveness of Growth Mindset.

B. Outcome Support Teams

Canton Harbor has implemented the Ohio Improvement Process. The school has determined the following to members to constitute each level within the Ohio Improvement Process. The District Leadership Team shall consist of the Canton Harbor Board of Education, Head Administrator, Treasurer, Assistant Principal, Classroom Teacher 1, Classroom Teacher 2, Community Stakeholder 1, and Community Stakeholder 2. The Building Leadership team shall consist of the following: Assistant Principal, Head of Students, Classroom Teacher 1, and Classroom Teacher 2. Finally, the Teacher-Bases Teams shall consist of each content teacher.

The District Leadership team is to ensure the mission, vision, and values of the district are met. Additionally, it is the job of this team to determine the goals and expectations for which the district shall achieve. The Building Leadership team has the job of ensure that the goals of the District Leadership team are being executed within the building. This team helps provide the accountability of each goal and expectation. Finally, the Teacher-Based Teams are in place to be the engine that makes the entire education plan come into focus.

In addition to the teams outlined by the Ohio Improvement Process, Canton Harbor has an RTI team. RTI has been put in place to help identify struggling students. Identifying struggling students allows teachers to design lessons and assessments that are individualized, matching each student's specific strengths to content thus fostering academic success. The RTI Team consists of Canton Harbor's academic staff.

Canton Harbor has also created teams for teaching staff on either a Resident Educator License or a Professional Teaching License. Teachers on a Resident Educator License will participate in the Resident Educator program. Resident Educators will be paired with a mentor teacher while completing the program. Teachers on a Resident Educator License in years one (1) and two (2) will work closely with their mentor teacher to prepare for the RESA. Teachers working with their mentor in years one (1) and two (2) of their Resident Educator License will meet a minimum of one (1) time per month. In year(s) three and/or four (4) the Resident Educator will take the Resident Educator Summative Assessment. Resident Educators passing the RESA will be licensed with a five (5)-year professional license. Teachers on a Professional License will comprise the LPDC. The LPDC will determine and help monitor teachers' progress toward license renewal. The LPDC is responsible for providing opportunities for contact hours and approving Individual Professional Development Plans.

Canton Harbor High School

Attachment 5 – Performance and Accountability Plan

Effective Date: July 1, 2020

Overview

The Performance and Accountability Plan (Attachment 5) sets out the performance standards and/or performance requirements as measured annually to be satisfied in the four Core Performance Areas: Legal Compliance; Organization and Operational Performance; Financial Performance; and, Student and Academic Performance.

I. Legal Compliance

The Legal Compliance section determines how well the governing authority and school adhered to state and federal statutes and the community school contract using the following indicators:

1. The school had a substantiated compliance rate of 96% as outlined by the Ohio Department of Education.
2. The school had a compliance rate of 96% for all applicable laws and rules as outlined by the Ohio Department of Education and the Council.
3. The governing authority submitted the school’s annual report to the parents and Council by October 31.
4. The governing authority and school receive a rating of “Needs Assistance” or better on the LEA Special Education Performance Determination.
5. The school’s safety plan and blueprint were appropriately submitted and on file the Ohio Attorney General.

Rating Scale – Legal Compliance

Exceeds Standards: The school receives this rating if it meets the compliance rate for indicators one and two AND has met the requirements of two of the last three indicators for two consecutive years.

Meets Standards: The school receives this rating if it meets the compliance rate for indicators one and two AND met the requirements of two of the last three indicators.

Does Not Meet Standards: The school receives this rating if it fails to meet the standards.

Falls Far Below Standards: The school receives this rating if it fails to meet the standards for two consecutive years or, as outlined in the first indicator, has a substantiated compliance rate of less than 92% as outlined by the Ohio Department of Education in any single year.

Legal Compliance Rating and Indicators (Percentage and Met or Not Met)

	Overall Rating	1. ODE Substantiated Compliance	2. Additional Compliance Requirements
SY 2020-2021	_____	_____	_____
SY 2021-2022	_____	_____	_____
SY 2022-2023	_____	_____	_____
SY 2023-2024	_____	_____	_____
SY 2024-2025	_____	_____	_____

	3. Annual Report	4. LEA Sp Ed Perf Determination	5. School Safety Plan
SY 2020-2021	_____	_____	_____
SY 2021-2022	_____	_____	_____
SY 2022-2023	_____	_____	_____
SY 2023-2024	_____	_____	_____
SY 2024-2025	_____	_____	_____

II. Organization and Operational Performance

The Organization and Operational Performance section is used to determine the performance of the school’s governing authority. The section rates how well the governing authority executes its governance duties using the following indicator areas:

1. The governing authority held at least the contractually required number of meetings.
2. The governing authority was not out of compliance with regard to the required number of approved members for more than 60 cumulative days throughout the year.
3. The governing authority members completed all trainings as required by the Ohio Revised Code and ODE.
4. The governing authority members filed annual conflicts of interest statements.
5. The governing authority and/or school met at least one of the following governance goals:
 - a) **School Mission-specific Goal:** During each year of the contract, the school will successfully retain 60% of its staff who received positive evaluations from the previous academic year to the next academic year.
 - b) **Governing Authority Goal:** During each year of the contract, the governing authority will hold at least one strategic planning session and each member will attend at least one school function.

Rating Scale – Organization and Operational Performance

Exceeds Standards: The school receives this rating if its governing authority executes its governance duties in all five indicator areas for two consecutive years.

Meets Standards: The school receives this rating if its governing authority executes its governance duties in four of the five indicator areas.

Does Not Meet Standards: The school receives this rating if its governing authority fails to meet the standards.

Falls Far Below Standards: The school receives this rating if its governing authority fails to meet the standards for two consecutive years.

Organization and Operational Performance Rating and Indicators (Met or Not Met)

	Overall Rating	1. Required Number of Meetings	2. Required Number of Members
SY 2020-2021	_____	_____	_____
SY 2021-2022	_____	_____	_____
SY 2022-2023	_____	_____	_____
SY 2023-2024	_____	_____	_____
SY 2024-2025	_____	_____	_____
	3. Required Trainings	4. Conflicts of Interest Statements	5. Mission-Specific and Gov Auth Goals
SY 2020-2021	_____	_____	_____
SY 2021-2022	_____	_____	_____
SY 2022-2023	_____	_____	_____
SY 2023-2024	_____	_____	_____
SY 2024-2025	_____	_____	_____

III. Financial Performance

The school’s Financial Performance is rated by using the information provided in the financial reports, monthly financial reviews, five-year forecasts, compliance with internal financial controls, and the annual audit. These items provide the necessary information to determine if the school met the standards for the financial viability indicators:

1. The school’s aggregated total margin is greater than or equal to -2.5%.
2. The school’s total assets to total liabilities ratio is greater than or equal to 1.0, or, on average, the school’s available cash on hand is at least 30 days.
3. The school does not experience an unplanned decrease in enrollment by more than 15%.
4. The school’s five-year forecasts are approved by the governing authority, submitted on time, and, unless the school’s year-end fund cash balance is positive, do not show a projected deficit in the first three forecasted years.
5. No audit will contain:
 - A “Qualified” Opinion;
 - The same finding for two consecutive years; or,
 - As outlined in the Schedule of Findings, a Finding for Recovery of more than \$2,500 in any audit or any Finding for Recovery for any amount in two consecutive audits.

Rating Scale – Financial Performance

Exceeds Standards: The school receives this rating if it meets the standards for four out of five of the financial viability indicators for two consecutive years.

Meets Standards: The school receives this rating if it meets the standards for a majority of the financial viability indicators.

Does Not Meet Standards: The school receives this rating if it fails to meet the standards.

Falls Far Below Standards: The school receives this rating if it fails to meet the standards for two consecutive years.

Financial Performance Rating and Indicators (Met or Not Met)

	Overall Rating	1. Aggregated Total Margin	2. Assets to Liabilities
SY 2020-2021	_____	_____	_____
SY 2021-2022	_____	_____	_____
SY 2022-2023	_____	_____	_____
SY 2023-2024	_____	_____	_____
SY 2024-2025	_____	_____	_____
	3. Enrollment Trend	4. Five-Year Forecasts	5. Annual Audit
SY 2020-2021	_____	_____	_____
SY 2021-2022	_____	_____	_____
SY 2022-2023	_____	_____	_____
SY 2023-2024	_____	_____	_____
SY 2024-2025	_____	_____	_____

IV. Student and Academic Performance

The Student and Academic Performance section determines how well the school is educating its students based on all applicable Local Report Card components and measures of student performance using the following indicators:

1. Based on the school’s Local Report Card, the school met at least one of the following:
 - a) Rated as “Meets Standards” or better in the School Rating;
 - b) Rated as “Meets Standards” or better in at least half of all applicable Local Report Card components and measures; or,
 - c) When comparing all applicable Local Report Card components and measures, the school was not outperformed by 50% of the Comparison Group in 50% of those areas.

Note: In determining whether the school was outperformed in any of the components or measures where the school and a member of the Comparison Group both received a rating of “Does Not Meet Standards,” the school will be deemed as to have been outperformed in that area if the member of the Comparison Group exceeds the school’s performance by more than 5%. In the event the area is in an area where there are no percentages, the area will not be counted in the calculation.

2. The school does not meet the criteria in Section 3314.35 or Section 3314.351 of the Ohio Revised Code for potential closure due to operation of law for academic underperformance.

The school’s Comparison Group is comprised of the two closest drop-out prevention and recovery schools and the statewide average of drop-out prevention and recovery schools. If there are no other drop-out prevention and recovery schools within twenty miles of the school, the comparison group will only be the statewide average. As of the effective date of the P&A Plan, the Comparison Group includes the statewide average and the following:

School 1: Stark High School School 2: -----
 IRN: (142901) IRN: _____

Note: The statewide average will be determined by the data released by the Ohio Department of Education and/or an average of the component ratings.

Rating Scale – Student and Academic Performance

Exceeds Standards: The school receives this rating if it met the criteria in both indicators AND is rated “Exceeds Standards” for the two most recent school years or “Meets Standards” or better for the three most recent school years.

Meets Standards: The school receives this rating if it met the criteria in both indicators.

Does Not Meet Standards: The school receives this rating if it fails to meet the standards.

Falls Far Below Standards: The school receives this rating if it fails to meet the standards for two consecutive years.

Student and Academic Performance Rating and Indicators (Met or Not Met)

	Overall Rating	1. Local Report Card Data			2. Not on Closure Watch List
		1.A.	1.B.	1.C.	
SY 2020-2021	_____	_____	_____	_____	_____
SY 2021-2022	_____	_____	_____	_____	_____
SY 2022-2023	_____	_____	_____	_____	_____
SY 2023-2024	_____	_____	_____	_____	_____
SY 2024-2025	_____	_____	_____	_____	_____

Local Report Card: School, Component, and Measure Grades (Grade and/or Score)

SY 2020-2021	School	School 1	School 2	State Average
School Rating	_____	_____	_____	_____
HS Test Passage	_____	_____	_____	_____
Progress	_____	_____	_____	_____
Gap Closing	_____	_____	_____	_____
Graduation Rate	_____	_____	_____	_____
Four-Year Grad	_____	_____	_____	_____
Five-Year Grad	_____	_____	_____	_____
Six-Year Grad	_____	_____	_____	_____
Seven-Year Grad	_____	_____	_____	_____
Eight-Year Grad	_____	_____	_____	_____
Combined Rating	_____	_____	_____	_____

SY 2021-2022	School	School 1	School 2	State Average
<u>School Rating</u>				
<u>HS Test Passage</u>				
<u>Progress</u>				
<u>Gap Closing</u>				
<u>Graduation Rate</u>				
Four-Year Grad				
Five-Year Grad				
Six-Year Grad				
Seven-Year Grad				
Eight-Year Grad				
Combined Rating				

SY 2022-2023	School	School 1	School 2	State Average
<u>School Rating</u>				
<u>HS Test Passage</u>				
<u>Progress</u>				
<u>Gap Closing</u>				
<u>Graduation Rate</u>				
Four-Year Grad				
Five-Year Grad				
Six-Year Grad				
Seven-Year Grad				
Eight-Year Grad				
Combined Rating				

SY 2023-2024	School	School 1	School 2	State Average
<u>School Rating</u>				
<u>HS Test Passage</u>				
<u>Progress</u>				
<u>Gap Closing</u>				
<u>Graduation Rate</u>				
Four-Year Grad				
Five-Year Grad				
Six-Year Grad				
Seven-Year Grad				
Eight-Year Grad				
Combined Rating				

SY 2024-2025	School	School 1	School 2	State Average
<u>School Rating</u>				
<u>HS Test Passage</u>				
<u>Progress</u>				
<u>Gap Closing</u>				
<u>Graduation Rate</u>				
Four-Year Grad				
Five-Year Grad				

Six-Year Grad		_____	_____	_____
Seven-Year Grad		_____	_____	_____
Eight-Year Grad		_____	_____	_____
Combined Rating		_____	_____	_____

Note: The grid above is used for illustrative purposes only and may not include each specific measure being used to determine compliance with the student and academic performance goals. As such, if necessary, based on the school’s Local Report Card, other measures or component grades will be added to the School and Component Grades and Sub Measures and Indicators sections.

Communication from the Council to the Governing Authority

Intervention and Probation

While the Overall Rating in each Core Performance Area is an annual determination based on multiple indicators, goals, and data points, the individual indicators, goals, and data points will be used to determine intervention strategies and aid in determining disciplinary actions as outlined below:

Performance Improvement Plan: If the governing authority or school fails to meet the standards of indicators, goals, or data points in any of the Core Performance Areas, the governing authority will be required to submit a Performance Improvement Plan to address each area of noncompliance and/or underperformance and to outline steps and actions being taken to increase compliance and/or performance over the course of the year within 60 days of being notified by the Sponsor.

Probation: The governing authority will be placed on Probation, in accordance with the charter contract, if it Falls Far Below Standards in any Core Performance Area.

Please note, at the sole discretion of the Council and based on the totality of the performance of the governing authority and the school, an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points will factor into decisions about intervention, reauthorization, probation, suspension, and termination.

High-Stakes Review and Charter Contract Reauthorization

In the Council’s work to enable data-driven decision, the P&A Plan and performance throughout the term of the charter contract will be used during a high-stakes review and the charter contract reauthorization process. As outlined above, these are the minimum performance standards and/or performance requirements to be satisfied by the governing authority and school in the Core Performance Areas for the review and reauthorization.

For the high-stakes review and charter contract reauthorization process, the annual performance of the governing authority and school in each of the Core Performance Areas will be measured as follows:

Exceeds Standards: Schools receiving this rating are able to demonstrate that their performance surpasses expectations and that the school has clearly exceeded standards of success. Those schools consistently receiving this rating have a very strong likelihood of reauthorization.

Meets Standards: The target for this rating category sets the minimum expectations for a successful community school. Schools repeatedly earning this rating generally perform well and are likely to continue previous success. Those schools consistently receiving this rating have a strong likelihood of reauthorization.

Does Not Meet Standards: Schools receiving this rating have failed to meet the minimum performance standards. Those schools consistently receiving this rating are less likely to be reauthorized.

Falls Far Below Standards: Schools continuously failing to meet the minimum standards fall into this rating category. Schools consistently receiving this rating are not likely to be reauthorized.

In the event there are changes to Ohio's accountability system and sponsor rating system, the parties agree to make changes to this Performance and Accountability Plan to keep it effective under any new system in place. Additionally, the communication section is for the benefit of the Governing Authority of the school and, in the Council's discretion, is subject to change.



Date: 3-21-2018

MOTION FY2018-3-29

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 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% of 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.

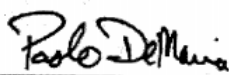
Ohio: R.C. 3314.06; R.C. 3313.98.

Cross Reference: Policy 3512, Kindergarten Admission.

Fiscal Officer License and Contact Information

Joseph DiRuzza
Canton Harbor High School
1731 Grace Avenue NE
Canton, OH 44705

Phone: (330) 452-8414
Email: diruzza.joe@cantonharbor.org

STATE OF OHIO DEPARTMENT OF EDUCATION		
5 Year School Treasurer School Treasurer License		
JOSEPH L DIRUZZA		
<small>THIS LICENSE AWARDED TO</small>		
<u>OH1210886</u>	<u>06/27/2016</u>	<u>07/01/2016 to 06/30/2021</u>
<small>EDUCATOR STATE ID</small>	<small>ISSUE DATE</small>	<small>EFFECTIVE DATES</small>
<p><i>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.</i></p>		
 Superintendent of Public Instruction	<p>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.</p> <p>Credential # 21295857</p>	<p>Employers may verify this credential by going to Educator Profile on education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.</p>

CASH

School Bank Account is authorized by bank resolution.

Cash and checks are deposited within two days of receipt.

All checks for deposit are endorsed with CHHS account no.

Copies of all checks are made prior to deposit.

Vending machine cash is collected monthly and deposit is prepared by School Secretary.

All standard incoming bank transfers (Foundation Payment, Federal Title grants etc.) are recorded on the general ledger as soon as they appear on the bank statement.

Bank Statements are reconciled in the first week following the end of the month.

Bank reconciliations are done by the School Secretary.

Bank reconciliations are included as part of the monthly Board meeting financial statements.

BUDGET

Develop a financial budget for the year in the same format as the monthly financial statements. Board approval of the new fiscal year Budget should take place at the June Annual Meeting. The budget should be monitored throughout the year and if necessary a revised Budget may be adopted by the Board should major unforeseen variances occur.

PAYROLL / HR / TAXES / PENSIONS

All employees are provided an annual letter of at-will employment agreement from the Board President, School Administrator and School Treasurer. The letter includes wages, contracted dates, and benefit disclosures. Each employee completes a hire package which becomes the personnel file for the employee. The files contain resumes, applications, employment agreement, emergency contact information, tax withholding, direct deposit, professional license, pension and FBI/BCI background checks. The School Treasurer is the custodian of the personnel files. Medical records are maintained in a separate files.

The School Treasurer runs QuickBooks Payroll bi-weekly and all employees utilize direct deposit. Hourly employees fill-out weekly time sheets that are approved by the School Administrator.

Net Payroll totals are compared to the prior payroll and all changes are reconciled to controls.

Payroll Tax payments and Pension Plan payments are made according to tax calendar schedule setup in QuickBooks. Calendar year end W-2's are prepared and mailed to employees by Jan. 31.

PURCHASING

CHHS utilizes a Purchase Order System that is located on a shared drive of the network. All PO's are given a unique number and must include vendor name, address, date, quantity, description, school purpose, and price. Typically, PO's are prepared by the School Secretary, School

Administrator, or School Treasurer. The School Administrator must sign-off on the PO prior to the School Treasurer's signature. PO's are required for all expenditures except for expenditures approved by a contract or utility. Delivery of purchased items are received by the School Secretary and packing slips are compared to items received. If they match, the packing slip is signed off as receipted and forwarded to the School Treasurer

CONTRACTUAL AGREEMENTS

Contractual agreements with 3rd party vendors to provide services during the new school year should be approved by the Board. If appropriate, the school legal representative should review all documents prior to being presented to the Board for approval.

PAYABLES

Incoming invoices are date stamped upon receipt by the School Secretary and distributed to the School Treasurer. PO's are matched up to the invoices and packing slips and then compared for price and quantity. Invoices are then vouched into the QuickBooks payables system. Checks are cut from the QuickBooks Accounts Payable System at least once per week according to due dates. Individual checks over \$5,000 requires a 2nd signature. Check stock is pre-numbered and is kept in a secure place. A manual check log is maintained for each check printed. All void checks are maintained in a separate file for audit inspection. Aging report reviewed at month end. Calendar year end 1099's are prepared and mailed to vendors by January 31.

FEDERAL PROGRAMS / CCIP

Planning Tool and Consolidated Funding allocation budgets are evaluated during the June period with the goal of obtaining a substantially approved date by July 1. School Treasurer works with School Administrator to develop individual fund budgets to insure proper use of funds. Once the new fiscal year CCIP has been submitted and final approved is given by the Federal Grants Administrator at ODE, monthly Project Cash Requests (PCR) can be made. It is important to make monthly PCR requests and continuously review remaining fund budgets. Final Expenditure Report (FER) must be submitted and approved by September 30.

FINANCIAL STATEMENTS

Monthly financial statements including Profit & Loss, Balance Sheet, and bank reconciliation should be prepared and presented at the monthly Board meeting. It is imperative that all transactions occurring in the month are properly recorded in the accounting software in a format consistent with the Uniform School Accounting System (USAS). School Treasurer should discuss any unusual expenditures or large budget variance at the meeting. Five Year Forecasts are developed for board approval in October and May of each fiscal year.

EXTERNAL FINANCIAL AUDIT / FEDERAL FORM 990

Auditors for the school are assigned by the Auditor of State's office. General Ledger review for any year end journals should be made prior to June 30. This would include yearend payroll accruals and any other reclassifications determined to be appropriate. All capital outlay expenditures should be reviewed and capitalized if they qualify under the School Capitalization Policy. The Auditors should meet with the School Treasurer to establish client assist list and time frame to conduct the audit. Once the audit is complete the Federal Form 990 must be completed and filed with the Internal Revenue Service.

Canton Harbor High School (IRN:000525)

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
the Fiscal Years Ending 2021 through 2025, Forecasted

	Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
Operating Receipts					
State Foundation Payments (3110, 3211)	\$ 1,277,191	\$ 1,305,579	\$ 1,334,606	\$ 1,361,360	\$ 1,388,587
Charges for Services (1500)	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	10,259	10,359	10,459	10,459	10,500
Total Operating Receipts	\$ 1,287,450	\$ 1,315,938	\$ 1,345,065	\$ 1,371,818	\$ 1,399,087
Operating Disbursements					
100 Salaries and Wages	\$ 794,913	\$ 816,103	\$ 837,038	\$ 853,820	\$ 879,434
200 Employee Retirement and Insurance Benefits	223,246	229,182	235,158	240,803	246,823
400 Purchased Services	297,663	300,047	305,071	307,427	307,500
500 Supplies and Materials	74,736	76,212	76,301	76,733	76,750
600 Capital Outlay - New	33,000	15,000	14,500	18,000	15,000
700 Capital Outlay - Replacement	-	-	-	-	-
800 Other	2,621	2,671	2,721	2,721	2,750
819 Other Debt	-	-	-	-	-
Total Operating Disbursements	\$ 1,426,179	\$ 1,439,214	\$ 1,470,790	\$ 1,499,503	\$ 1,528,257
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (138,729)	\$ (123,276)	\$ (125,725)	\$ (127,685)	\$ (129,170)
Nonoperating Receipts/(Disbursements)					
Federal Grants (all 4000 except fund 532)	\$ 138,498	\$ 120,111	\$ 122,476	\$ 124,625	\$ 126,500
State Grants (3200, except 3211)	4,300	4,300	4,300	4,300	4,300
Restricted Grants (3219, Comm School Fac Grant)	-	-	-	-	-
Donations (1820)	100	100	100	100	100
Interest Income (1400)	205	205	205	205	205
Debt Proceeds (1900)	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-
Transfers - In	-	-	-	-	-
Transfers - Out	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 143,103	\$ 124,716	\$ 127,081	\$ 129,230	\$ 131,105
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 4,373	\$ 1,439	\$ 1,355	\$ 1,545	\$ 1,935
Fund Cash Balance Beginning of Fiscal Year	\$ 397,664	\$ 402,037	\$ 403,477	\$ 404,832	\$ 406,377
Fund Cash Balance End of Fiscal Year	\$ 402,037	\$ 403,477	\$ 404,832	\$ 406,377	\$ 408,312
Assumptions					
	Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
Staffing/Enrollment					
Total Student FTE	147	150	154	157	160
Instructional Staff	12.00	12.00	12	12	12
Administrative Staff	3.00	3.00	3	3	3
Other Staff	3.00	3.00	3	3	3
Purchased Services					
Rent	\$ 89,684.00	\$ 89,684.00	\$ 92,312.00	\$ 92,312.00	\$ 93,024.00
Utilities	3,128.00	3,128.00	3,128.00	3,128.00	3,128.00
Other Facility Costs	1,170.00	1,170.00	1,170.00	1,170.00	1,170.00
Insurance	18,974.53	19,189.81	19,373.90	19,559.84	19,750.00
Management Fee	-	-	-	-	-
Sponsor Fee	38,245.30	39,096.95	39,967.76	40,770.36	41,657.61
Audit Fees	14,390.00	14,532.80	14,678.46	14,827.03	14,850.00
Contingency	-	-	-	-	-
Transportation	9,882.52	10,068.59	10,258.27	10,451.64	10,500.00
Legal	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Marketing	11,174.34	11,397.83	11,625.79	11,858.30	12,000.00
Consulting	-	-	-	-	-
Salaries and Wages	-	-	-	-	-

Employee Benefits	-	-	-	-	-
Special Education Services	37,488.68	37,863.56	38,242.20	38,624.62	39,500.00
Technology Services	28,357.00	28,357.00	28,357.00	28,357.00	28,400.00
Food Services	-	-	-	-	-
Other	33,168.48	33,558.10	33,957.92	34,368.48	31,520.39
Total	\$ 297,662.86	\$ 300,046.64	\$ 305,071.30	\$ 307,427.27	\$ 307,500.00
Financial Metrics					
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	1.94%	2.25%	2.25%	2.00%	2.06%
Growth in New Capital Outlay	96.56%	-54.55%	-3.33%	24.14%	-16.67%
Growth in Operating Receipts	2.38%	2.21%	2.21%	1.99%	1.99%
Growth in Non-Operating Receipts/Expenses	-7.59%	-12.85%	1.90%	1.69%	1.45%
Days of Cash	0.28	0.28	0.27	0.27	0.27

Fiscal Year 2021-2025 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)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

Assumptions Narrative Summary

Name of sponsor: Ohio Council of Community Schools
Name of management company: N/A
Name of treasurer: Joe DiRuzza

FY21 Foundation Payments are based on a per pupil formula of \$6,020 and projected FTE's of: 147
FY22 Foundation Payments are based on a per pupil formula of \$6,020 and projected FTE's of: 150
FY23 Foundation Payments are based on a per pupil formula of \$6,020 and projected FTE's of: 154
FY24 Foundation Payments are based on a per pupil formula of \$6,020 and projected FTE's of: 157
FY25 Foundation Payments are based on a per pupil formula of \$6,020 and projected FTE's of: 158

- Annual increases in enrollment from FY21-FY25 are approximately 2%.

Other Operating Receipts consist of Casino Revenue recived from the State; Vending sales; and Other miscellaneous receipts.

Expenditures:

100: Annual wage increases are calculated at 3%;

200: Healthcare premium increases avg 3%.

400: Purchased Services includes Audit Fees, Contracted Services, Utilities, Facility Rental, Pupil Transportation and Insurance.

- Title I Non-competitive funds to be expended on support services / high-quality professional development of staff;

500: Supplies and Materials includes Supplies, Food-Lunch Items, Software, Equipment and Building Maintenance.

600: Capital Outlay - Replace Computers / Other Equipment

800: Other Expenses includes Memberships, Bank Charges, and Recognition Awards.

- Canton Harbor High School has no current debt obligations and is not projected to have debt for fiscal years 2021 through 2025.

- Federal Grants - Funding for: Title I - Improving Basic Programs; Title I - Non-competitive, Supplemental School Improvement;

Title II-A - Supporting Effective Instruction; Title IV-A - Student Support/Academic Enrichment; IDEA-B - Special Education & IDEA Restoration.

**Canton Harbor High School
Organization Chart**

