

SPONSORSHIP CONTRACT

FOR

OHIO COMMUNITY SCHOOL

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

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

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

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

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

ARTICLE I

Continuation of Community School

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

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

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

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

1.4 **Corporate Documents.** Attached as **Attachment 1.4** are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations, IRS Determination Letter (if any), Mission Statement, and Organizational Chart of the School. Any changes or updates to any of these documents must be reported in writing to the Sponsor

within five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.

1.5 Intentionally left blank.

1.6 **Sponsor Responsibilities.** The Sponsor shall carry out the responsibilities established by law, including:

- (a) Monitor the School's compliance with all laws applicable to the School and with the terms of this Contract;
- (b) Monitor and evaluate the academic and fiscal performance and the organization and operation of the School on at least an annual basis, which evaluation shall be based on the performance requirements set forth in **Attachment 11.6**, state report cards, and any other analysis conducted by the Ohio Department of Education and Workforce (DEW) or the Sponsor and shall be reported on an annual basis to the DEW and to the parents of students enrolled in the School;
- (c) Review the financial and enrollment records of the School at least once per month with the Governing Authority or Fiscal Officer and provide a written report regarding the review within ten (10) days after the review;
- (d) Provide technical assistance to the School in complying with this Contract and with applicable laws, provided, however, that Sponsor shall not be obligated to give legal advice to the School ;
- (e) Offer other activities, as determined by the Sponsor, specifically designed to benefit the School;
- (f) Take steps to intervene in the School's operation to correct problems in the School's overall performance, declare the School to be on probationary status pursuant to R.C. 3314.073, suspend operation of the School pursuant to R.C. 3314.072, or terminate or non-renew this Contract pursuant to R.C. 3314.07, as determined necessary by the Sponsor;
- (g) Establish a plan of action to be undertaken if the School experiences financial difficulties or closes before the end of the school year, which plan shall be set out by the Sponsor as and when financial difficulties arise in a customized tailored manner to address the source of difficulties; and
- (h) Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to sponsored schools, pursuant to the specific requirements of R.C. 3314.025.

ARTICLE II

Governing Authority/Administration

2.1 **Governing Authority Members.** The Governing Authority (its Board of Directors, Directors, or Board) must contain at least five (5) Directors (members). All Governing Authority members must be preapproved by Sponsor. No Governing Authority member may serve on the Board if restricted from doing so by R.C. 3314.02(E) or any other law, rule, or regulation. All Governing Authority members must provide copies of clean BCI and FBI criminal background checks and signed Conflict of Interest Disclosure Forms to the Sponsor before the effective date of the member's term. All BCI and FBI criminal background checks must be repeated at least every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case

only a BCI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.

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

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

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

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

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

- 2.6 Provided the Sponsor provides prior written notice to the Governing Authority, and a reasonable opportunity to cure, the Sponsor may take over the operation of the School and may remove or replace Governing Authority members should the governing authority or any of its members: (i) materially and substantially modify the operations of the School without approval of the Sponsor where such approval is required by law or this Contract, (ii) abandon or be in material breach of its duties hereunder or at law, or (iii) for other good cause.
- 2.7 **General Training.** The Chief Administrative Officer, or appropriate representative, shall participate regularly in training provided by the Sponsor and by the DEW, or by the approved or

affiliated organization of any of the preceding entities. The Chief Administrative Officer, Fiscal Officer, other administrative employees of the School, and all individuals performing supervisory or administrative services for the School under a contract with the operator, if any, shall complete training on an annual basis on public records and open meetings law.

- 2.8 **Technical Assistance and Training by Sponsor.** The Sponsor shall provide reasonable technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems appropriate or as required by law. The Governing Authority or its administrators have an obligation to attend training and receive technical assistance at the direction of the Sponsor.

ARTICLE III Operations

- 3.1 **Student Transportation.** The Governing Authority will arrange for or provide transportation of students in accordance with all laws, rules, and regulations, including to and from career technical programs or curricular or extracurricular field trips.

- 3.2 **Management by Third Party Operator.** If the Governing Authority enters into a contract for management or operation of the School and its curriculum and operations, such fully-executed contract shall require prior written approval of the Sponsor and incorporation as **Attachment 3.2**. The School shall employ an attorney, who shall be independent from the operator, for any services related to the negotiation of the School's contract with the operator or if the operator and School should become adverse to each other in any particular matter.

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

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

- 3.4 **Disposition of Assets.** In the event that this Contract is (a) suspended and terminated, (b) not renewed and not reassigned to or sponsored by another authorized sponsor, or (c) the School dissolves, the operation of the School will cease as a community school. The following requirements and procedures apply regarding the Governing Authority and the School:

(a) Regarding employees:

- (1) If there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed.
- (2) In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or a reduction in force. Expiring employee contracts may be non-renewed. The School shall follow the plan for disposition of employees as detailed in **Attachment 8.2**.

(b) Upon termination of this Contract, by law or by these contract provisions, or, upon dissolution of the Ohio non-profit corporation that operates the School, all equipment, supplies, real property, books, furniture, or other assets of the School shall be distributed in accordance with R.C. Chapter 1702, 3314.015(E), and 3314.074, subject to and in accordance with any other applicable laws, rules, or regulations.

(c) The School shall comply with and cooperate with the closing requirements summarized on **Attachment 3.4** and all other required procedures, including any DEW Closing Procedure Guidance at the pertinent time, even if listed as requirements of the Sponsor. The Governing Authority and the licensed School Treasurer shall stay in their positions until the closing of the School and the final audit is completed.

3.5 **Commencement of School Operations.** The School shall open for operation not later than September 30 of each school year, unless the mission of the School is solely to serve dropouts or unless Sponsor is rated exemplary for two or more consecutive years. If the School fails to open within one (1) year after the execution of this Contract, this Contract may be deemed void.

3.6 **Policies and Parent Surveys.** Upon request, the School shall send to Sponsor copies of policies and handbooks, including its parent and foster caregiver involvement policy, and, if applicable, any parent survey measuring parent satisfaction with the operation of the School .

ARTICLE IV Compliance with Laws

4.1 **Compliance with Ohio Laws.** The School shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.50, 3313.539, 3313.5310, 3313.5318, 3313.5319, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.6028, 3313.6029, 3313.643, 3313.648, 3313.6411, 3313.6413, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3319.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.7117, 3313.721, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.86, 3313.89, 3313.96, 3319.238, 3319.073, 3319.077, 3319.078, 3319.0812, 3319.318, 3319.321, 3319.324, 3319.39, 3319.393, 3319.391, 3319.41, 3319.46, 3320.01, 3320.02, 3320.03, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191 (unless the School is an internet- or computer-based community school that does not qualify for a dropout prevention and recovery report card, in which case the School must comply with 3314.261), 3322.20, 3322.24, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, 5502.703, and 5705.391, Chapters 117., 1347., 1702., 2744., 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, the School will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended.

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

The School shall also comply with R.C. 3302.04, including division (E) of that section to the extent possible, and R.C. 3302.041, except that any action required by a school district under those

sections shall be taken by Sponsor. The Sponsor, however, shall not be required to take any action under R.C. 3302.04(F).

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

The School shall comply with R.C. 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 as qualified by R.C. 3314.03(A)(11)(f) and outlined in section 6.11 below.

If the School is a recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the “American Recovery and Reinvestment Act of 2009,” the School will pay teachers based on performance in accordance with R.C. 3317.141, will comply with R.C. 3319.111 as if it were a district.

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

- 4.2 **Compliance with Other Laws.** The School and the Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, rules, or orders, or this Contract. The School is not exempt from federal laws, rules, and regulations, or Ohio laws, rules, or orders granting rights to parents. The School specifically acknowledges that federal laws, rules, and regulations apply to its operation, including but not limited to those concerning federal grants.
- 4.3 **In-Service Training.** Each person employed to work in the School as a nurse, teacher, counselor, school psychologist, or administrator shall complete a minimum of four (4) hours of in-service training at least once every two (2) years. In-service training shall include training on the School’s harassment, intimidation and bullying policy; child abuse prevention and intervention; school safety and violence prevention; dating violence prevention (for middle and high school employees); substance abuse prevention; the promotion of positive youth development; child sexual abuse; and youth suicide awareness and prevention.

ARTICLE V Facilities

- 5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at **11327 Shaker Boulevard, Suite 200E, Cleveland, Ohio 44104**. The School may not open any additional facility without the prior written approval of Sponsor, completion of all required opening assurances, and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities. All facilities are described on **Attachment 5.2**.
- 5.2 **Lease or Purchase.** Any lease or use of any School facility must be documented in writing. If any School facility has been or will be leased, the lease shall not be signed unless it is consistent with the budget approved by the Governing Authority. The Governing Authority shall not enter into a lease with the operator of the School, if any, for any parcel of real property until an independent

professional in the real estate field verifies via addendum (“operator addendum”) that the lease is commercially reasonable at the time of signing. Every lease must contain a governmental fund-out clause. A copy of the fully executed lease and all subsequent amendments, modifications, or renewals thereof, must be provided to the Sponsor within five (5) business days of execution.

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

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

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

After fulfilling any required opening assurances, any changes in permits, inspections, and/or certificates must be filed with the Sponsor within five (5) business days from the date of receipt. The School must keep all permits, inspections, and/or certifications current and compliant.

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

ARTICLE VI Educational Program

- 6.1 **Enrollment.** The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School may serve grades kindergarten through eight. The School may not add or remove grades without the prior approval of the Sponsor and modification of this Contract. The School agrees to be compliant with the maximum number of people allowed per room and/or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department. An involuntary and material decrease in enrollment may be a sole good cause for nonrenewal, suspension, or termination at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or (ii) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.

If the School operates as an internet- or computer-based community school, the School shall comply with applicable enrollment limits as prescribed by R.C. 3314.20.

6.2 **Continuing Operation.** The School agrees to continue operation by teaching the minimum number of students permitted by law. Failure to continue operation without interruption is grounds for termination of this Contract. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as any change of five (5) business days or more, either consecutively or cumulatively. If the School temporarily ceases operation for any reason, time is of the essence in resuming and continuing operation.

6.3 **Education Plan.** The School's education plan, including the School's mission, philosophy, the characteristics of the students the School expects to attract, the ages and grades of students, focus of the curriculum, and instructional methods, is attached as **Attachment 6.3**. The educational plan must show how the School's curriculum is aligned with the then-current Ohio's Learning Standards. The education plan in **Attachment 6.3** must include all classroom-based and non-classroom-based learning opportunities, which comply with the criteria for student participation established in R.C. 3314.08(H)(2). ESCLEW specifically authorizes "learning opportunities" to include educational opportunities provided by the School during suspension of the School's students, as well as any opportunities provided for in a Credit Flex or College Career Plus program of the School. **Attachment 6.3** shall detail any blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements, and it shall indicate whether the School is planning to seek designation as a STEM school equivalent under R.C. 3326.032.

If the School operates as an internet- or computer-based community school, the School shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. All necessary filtering devices or software shall be provided to students at no cost to the student. The Sponsor will provide a representative within fifty (50) miles of the internet- or computer-based school's central base of operations to provide monitoring and technical assistance. **Attachment 6.3** shall detail the filtering devices and procedures used by the School to visit with students.

The School will annually prepare and submit to the Ohio Department of Education and Workforce any required reporting regarding the School's provision of education.

6.4 **Academic Proficiency and Achievement Assessments.** The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the DEW, or recommended by Sponsor; provided however, parents of students who enter ninth grade for the first time in the 2022-2023 school year may elect not to have a nationally standardized assessment administered to that student. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. Academic goals and performance standards by which the School will be evaluated by the Sponsor and which shall include but are not limited to all applicable report card measures and assessments administered by the School are outlined in **Attachment 11.6**.

- 6.5 **Racial and Ethnic Balance.** The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve and attempt to continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 6.5**. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the School violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exceptions pursuant to federal law, R.C. 3314.26, 3314.08(F) or R.C. 3314.06(A), tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, the School's engaging in voluntary fundraising activities, or parents giving voluntary donations.
- 6.7 **Student Discipline and Dismissal Policies.** The School shall adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed and the due process related thereto. The School must also maintain a policy for the discipline, suspension, and expulsion of students with disabilities and a policy for Positive Behavioral Interventions and Supports. All such policies are included in **Attachment 6.7**.
- 6.8 **Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and it shall make such plan available for review by Sponsor.
- 6.9 **Students with Disabilities.** During admission and enrollment of any student with a disability, and thereafter, the School shall comply with all federal and state laws regarding the education of students with special needs. The School shall provide all necessary related services, or the School may contract for accommodations or related services provided that it provides documentation to Sponsor identifying the providers, the plan to provide services, and the provider's qualifications, experience, and reputation. The School must annually adopt its plan for carrying through on all special education laws, rules and procedures.
- 6.10 **School Closure.** The School agrees to remain open for students to attend until the end of the school year in which it is determined that the School must close, provided however, that Sponsor may suspend the operations or terminate the Contract as otherwise indicated by law. Unless suspended, the programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Governing Authority and its administration take sole responsibility for the DEW closing procedures listed in **Attachment 3.4** and indemnifies, defends, and holds harmless the Sponsor for all performance thereof.
- 6.11 **High School Diplomas.** The School shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the School is a high school awarding a diploma, the School shall comply with R.C. 3313.61, 3313.611, and 3313.614, except that, by completing the curriculum adopted by the Governing Authority, the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Revised Code or any rules of DEW. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing requirements prescribed in R.C. 3313.6027 and division (C) of section 3313.603 of the Revised Code, unless the person qualifies

under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning in the 2017-18 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency, as adopted by DEW under R.C. 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall comply with the framework developed by DEW under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education. To the extent applicable, the School shall comply with alternative graduation requirements as permitted by 132 General Assembly, House Bill 491, Section 3 for those students entering ninth grade for the first time between July 1, 2014 and July 1, 2017 who failed to meet end-of-course exam requirements. Prior to graduation, the School shall send its list of graduates to Sponsor, and Sponsor shall be invited to all graduation ceremonies.

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

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

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

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

- (d) The School shall adopt a policy regarding the enrollment and attendance of students, which requires a student's parent to notify the School when there is a change in the location of the parent's or student's primary residence. This policy is included in **Attachment 6.12**.
- (e) The School shall adopt a policy regarding the verification of a student's residence and address consistent with the School's obligations in accordance with R.C. 3314.11. This policy shall be included in **Attachment 6.12**.

6.13 **Attendance and Truancy Policy.** The School shall follow its Truancy, Attendance, and Participation Policies attached hereto as **Attachment 6.13**. The policies must include procedures for automatic withdrawal from the School if a student fails to participate in seventy-two (72) consecutive hours of learning opportunities. The School must keep attendance records and meet requirements for non-classroom-based learning opportunities. Such policies or procedures must be clearly stated in writing within **Attachment 6.13** and in compliance with applicable laws, rules, and regulations. The School's attendance and participation policies must be available for public inspection, and records shall be made available, upon request, to the DEW, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), R.C. 3319.321, and any applicable rules or regulations thereto.

If the School operates an internet- or computer-based community school that does not qualify as a dropout prevention and recovery school, the School shall adopt an attendance policy in accordance with R.C. 3314.261, which shall detail: (1) the classroom-based and nonclassroom-based "instructional activities" that a student is expected to complete, participate in, or attend during the school day; and (2) certain consequences, including disenrollment from the School, if a student fails to participate in instructional activities.

ARTICLE VII

Reporting

- 7.1 **Annual Report.** Not later than October 30 of each year, the Governing Authority shall submit to the Sponsor, the parents of all students enrolled in the School, and any other statutorily required parties, its financial status and the annual report of its activities and progress in meeting the goals and standards of this Contract.
- 7.2 **Reports to Sponsor.** The Governing Authority shall report to the Sponsor the following on or before the day set by statute, rule, regulation, or as reasonably requested by the Sponsor, all information or documents required under applicable law, including but not limited to:
 - (a) a comprehensive plan for the School, and any updates to such plan, which shall specify:
 - i. the process by which the Governing Authority will be selected in the future;
 - ii. the management and administration of the School;
 - iii. the instructional program and educational philosophy of the School; and
 - iv. internal financial controls;
 - (b) on a monthly basis,
 - i. requested information related to student discipline, truancy compliance, withdrawals, and special education;
 - ii. staff and teacher turnover, including new staff qualifications;

- iii. enrollment numbers, financials, budgets, fixed assets, liabilities, or similar information; and
- iv. any changes in structure or governance;
- (c) any event, occurrence, or circumstance that could reasonably have a material adverse effect on the operations, properties, assets, financial condition, enrollment, or reputation of the School;
- (d) on an annual basis,
 - i. verification of completion of annual public records and open meetings law training by each Governing Authority member, Fiscal Officer, Chief Administrative Officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the School through an operator contract;
 - ii. any finding for recovery issued by the Auditor of State against any Governing Authority member, the operator, or any employee who works at the School with responsibility for fiscal operations or authorization to spend money on behalf of the School;
 - iii. disclosure statements and signed ethics and conflicts policies for Governing Authority member as filed pursuant to R.C. 3314.02(E)(7);
 - iv. updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
 - v. a detailed accounting of the nature and costs of the goods and services that the operator provides to the School, pursuant to R.C. 3314.024, if the operator receives more than twenty percent (20%) of the School's gross annual revenues; and
 - vi. the information required under R.C. 3314.08(B)(2); and
- (e) all items required to be reported in this Contract, required by Sponsor through the Sponsor's document management system, Epicenter, or by the DEW, including but not limited to those listed on **Attachment 7.2**.

7.3 **Site Visits.** The Sponsor shall be allowed to observe the School in operation at site visits at Sponsor's request and shall be allowed access for such site visits or other visits as Sponsor deems advisable or necessary. The Sponsor shall schedule site visits outside of scheduled testing windows so as not to disturb any testing and shall make all reasonable efforts not to disrupt the educational setting during any such site visit.

ARTICLE VIII Employees

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the School. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3319.31 or other applicable sections of the Revised Code. The School shall submit to Sponsor an affidavit that all classroom teachers meet qualification requirements and make qualifications available to Sponsor for review, upon request. The School may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by law. The school-wide students to full-time equivalent classroom teacher ratio shall be no more than **25 to 1** for a brick and mortar school, or **125 to 1** for an internet- or computer-based school, unless otherwise agreed to in writing between Sponsor and School. The School may also employ necessary non-teaching employees.

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

Notwithstanding, the School shall not employ an individual in any position if the state board of education permanently revoked or permanently denied the individual a license under R.C. 3319.31 or if the individual entered into a consent agreement with the Superintendent of Public Instruction in which the individual agreed never to apply for a licensed after the agreement date.

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

ARTICLE IX

Finance

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

audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.

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

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

- 9.3 **Fiscal Licensure.** Prior to assuming the duties of Fiscal Officer of the School, the Fiscal Officer shall be licensed as provided for in R.C. 3301.074. The licensure is attached as **Attachment 9.3**. Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.
- 9.4 **Fiscal Bond or Pooled Insurance.** The School's Fiscal Officer shall execute a bond in an amount approved by Governing Authority in a resolution, but for no less than twenty-five thousand dollars (\$25,000), payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School's Fiscal Officer. The bond shall be deposited with and certified by the Governing Authority, a certified copy thereof filed with the county auditor, and a copy shall be contained in **Attachment 9.4**. Any updates, cancellations or changes to the bond shall be sent to the Sponsor within five (5) business days.

In lieu of a surety bond, the School may adopt a policy permitting its Fiscal Officer to obtain insurance coverage through an “employee dishonesty and faithful performance of duty policy” issued by a joint self-insured pool. Insurance coverage must be for no less than twenty-five thousand dollars (\$25,000), and both the School and Sponsor shall be listed as additional insured parties. Coverage must be in place prior to the start of the Fiscal Officer’s term of office. The Fiscal Officer must notify the Governing Authority in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and the School shall provide evidence of coverage as **Attachment 9.4**. The School must provide notice of lapse of any such coverage to Sponsor within five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.

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

- 9.5. **Financial Plan.** A financial plan detailing an estimated school budget for every year of the Contract is attached as **Attachment 9.5**. Each year of this Contract, on or before October 31, a school budget that includes all required elements under R.C. 3314.032(C) shall be adopted by the Governing Authority and submitted to the Sponsor. If the School is managed by a third party operator, the Governing Authority must procure from such operator sufficient data, at the Sponsor’s discretion, to allow the Sponsor to review revenue and expenses as required or permitted by law. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year. The School agrees to provide further breakdown of revenue or expenses, or line items for expenses or revenue not projected, upon Sponsor’s reasonable request. Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6**.
- 9.6 **Borrowing Money.** The School may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School may issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the School. The School may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities. All moneys borrowed from the School’s operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
- 9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** Sponsor provides services contained herein for and in consideration of two and three-quarters percent (2.75%) of the total amount of payments for operating expenses received by the School from the State of Ohio. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The word “received” means the acceptance by the Sponsor in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible, except for reductions due to FTE findings already deducted in the then current monthly statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee.

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

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

ARTICLE X Insurance/Indemnification

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

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

- (a) A failure of the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or this Contract;
- (b) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to Sponsor;
- (c) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to meet the obligations of this Contract or any other contract or other obligation between or on behalf of the School and another party;

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

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

- 10.3 **Indemnification if Employee Leave of Absence.** If the Sponsor provides a leave of absence to a person who is thereafter employed by the School, the Governing Authority and the School shall defend, indemnify, and hold harmless the Sponsor and its Board members, Superintendent, employees, and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the Governing Authority. Nothing in this subsection, however, obligates the Sponsor to provide such a leave of absence.
- 10.4 **Survival.** All provisions of Section 10.2 shall survive the voidance, expiration, termination, nonrenewal, suspension, or abandonment of this Contract.

ARTICLE XI General Provisions

- 11.1 **Contract Authorization.** Before executing this Contract, the Governing Authority must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the School, with full authority to bind the School. The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract or by the Sponsor, contracts entered into by the School with third parties shall provide for the School's right to terminate upon failure of the School to remain in operation.
- 11.3 **General Acknowledgements.** The Governing Authority specifically recognizes and acknowledges the following:

- (a) The Governing Authority is responsible for carrying out the provisions of this Contract.
- (b) For purposes of this Contract, "sponsor approval" means written approval by the ESCLEW Governing Board, the ESCLEW Governing Board President, Superintendent, or Community Schools Center Director, or other Sponsor agent authorized by the ESCLEW Governing Board.
- (c) The Sponsor's authority to assume operation of the School under the conditions specified in R.C. 3314.073(B).
- (d) The authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (e) The authority of the DEW to suspend the operations of the School under R.C. 3314.072 if the department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.
- (f) That the Sponsor is not liable for the acts, omissions, or the debts of the School pursuant to R.C. 3314.07(E) and 3314.08(G)(2), as well as any other applicable law limiting the liability of the Sponsor.
- (g) That the Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the status of the School as an Ohio Community School, as well as correct problems in the School's performance.
- (h) That the DEW may take over sponsorship of the School in accordance with R.C. 3314.015(C).
- (i) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
- (j) That the Auditor of the State of Ohio may deem the School "unauditable" and direct the stoppage of funding for the School, and that the Sponsor has the right to terminate this Contract in such a situation.
- (k) That the DEW has set out its guidance for closing procedures (attached as a modified supplement in **Attachment 3.4**).
- (l) That the Sponsor and its officers, directors, governing board, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the Contract, that is taken to fulfill the Sponsor's responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise, and the School hereby indemnifies, defends, and shall hold the Sponsor harmless from all such actions.

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

11.5 **Term.** This Contract shall be for a term of one (1) year, effective as of or commencing on July 1, 2024 and ending on June 30, 2025. However, the School agrees to close voluntarily and waives all rights of due process and all claims, losses, causes of action, or damages of any kind against the Sponsor if the School is closed mandatorily by statute, by another governmental agency, or by operation of law.

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

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

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

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

Renewal decisions are based upon an analysis of the following:

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

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

receipt of a request for the hearing. Within fourteen (14) days after the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision not to renew this Contract.

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

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

- 11.8 **Probation.** The Sponsor may, in lieu of suspension or termination, declare in writing that the School is in a probationary status, after consulting with the Governing Authority or authorized parties thereof, specifying the conditions that warrant probation, and after receiving the Governing Authority's written assurances (satisfactory to Sponsor) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the then-current school year. Sponsor may proceed to suspension, termination, or take-over of operations if the Sponsor finds at any time that the Governing Authority is no longer able or willing to remedy the conditions to the satisfaction of Sponsor. Sponsor may suspend in lieu of probation at any time pursuant to Section 11.9 below.
- 11.9 **Suspension.** The Sponsor may suspend operations of the School if (a) conditions of the School do not comply with a health and safety standard established by law for school buildings; or (b) for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause. The Sponsor first sends a written notice of intent to suspend explaining the reasons and provides the Governing Authority with five (5) business days to submit a remedy, and reviews and approves or disapproves of the proposed remedy. If the Sponsor disapproves of the proposed remedy, or, the Governing Authority fails to submit a remedy or fails to implement the remedy then the School's operations shall be suspended.

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

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

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

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

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

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

11.11 Good Faith Deposit. Immediately upon any Notice of Intent to Suspend, any notice of closure or suspension from any governmental or administrative agency, or upon a vote of closure by the School, the School must submit to Sponsor a good faith deposit of fifteen thousand dollars (\$15,000), or less at the option of the Sponsor, to cover costs of any legal or other professional fees which may be required or desirable to facilitate matters including, but not limited to, notices to parents, transfer of files, change of locks, securing assets, segregating or selling assets, returning assets, or other professional or non-professional fees or costs incurred by Sponsor, which are in any way associated with termination and closure of the School, in case the School fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit will be returned to the School or sent to the appropriate creditor without interest, if not used for these purposes by the Sponsor. See also Sponsor's Supplemental Closing Procedures in **Attachment 3.4.**

11.12 Failure to Open/Permanent Closure. If the School fails to open before September 30th of any year (unless the School is a Drop-out Prevention and Recovery school) or within one (1) year after the initial execution hereof, or, if the School permanently closes prior to the Expiration Date hereof, this Contract shall become void upon notice by Sponsor to School, subject only to the survival of Section 10.2 of this Contract.

11.13 Compliance with Requests of Sponsor. The School shall timely comply with all reasonable requests of the Sponsor and allow the Sponsor to monitor the School operations. Failure to do so is grounds for suspension, termination, or non-renewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate

assurances of cure or actual cure within a period of time acceptable to Sponsor. Notwithstanding the above, the Sponsor may, at its discretion and in particular for non-emergency situations, extend any deadline stated in this Contract.

11.14 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.

11.15 **Assignments/No Third Party Beneficiaries.** This Contract and its terms shall not be assigned or delegated without the express written approval of Sponsor. This Contract shall inure to the benefit of, and shall be binding upon, the School, the Sponsor, and their respective permitted successors or assigns; subject, however, to the following specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.

The School shall notify the Sponsor of any impending merger at least sixty (60) days prior to the effective date of the merger. In the event of a merger, this Contract shall not be assigned to the sponsor of any surviving entity.

11.16 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and notice may be satisfied by personal delivery or by any other means by which receipt can be documented to: in the case of the Sponsor, the Superintendent, at the last-known business address of the Sponsor; in the case of the Governing Authority, the Chief Administrative Officer, a member of the Governing Authority, and the Governing Authority's attorney, at the last known business or home address of the School, its administrator, Governing Authority member, and Governing Authority's attorney.

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

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

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

The Sponsor has an obligation to update this Contract periodically due to changes in statutes, case law, rules or procedures, Ohio's accountability system, Sponsor Performance Review requirements, or governmental mandates, and the School agrees to modify the Contract, upon board legal counsel review of any modifications, at any time for those reasons.

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

Educational Service Center of
Lake Erie West

By: [Signature]
(Signature)

Its: Superintendent

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

Date: 07/08/2024

Governing Authority of
The Intergenerational School

By: [Signature]
Lynn Carpenter

Its: Board Chair

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

06/28/2024
Date: _____

SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
OCC13D8D-9063-45CF-B2C5-75AB584FE5FF

Transaction Type
Signature Request

Sent At
06/28/2024 14:26 EDT

Executed At
06/28/2024 17:14 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
3b61ffa8af966e28987c24ad1b291c113859667f332824285ef863677ed7d61a

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
IGS - Post-Merger Charter 24-25 Final 01717254-5xBFD00

Filename
IGS_-_Post-Merger_Charter_24-25_Final_01717254-5xBFD00_.docx

Pages
24 pages

Content Type
application/vnd.openxmlformats-officedocument.wordprocessingml.document

File Size
70 KB

Original Checksum
0cc264606a801e8ccade6d96a7be16d74cd684ff7344519ab91a2f6153ecc2df

SIGNERS

SIGNER

Name
Lynn Carpenter

Email
lwc@epochpi.com

Components
2

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
41d431a7b39b037e6692092bdd2e4e62169ec8688d07f136aa2ef46447b84a05

IP Address
75.185.57.244

Device
Chrome via Windows

Drawn Signature

Signature Reference ID
4E2AF87C

Signature Biometric Count
3

EVENTS

Viewed At
06/28/2024 17:12 EDT

Identity Authenticated At
06/28/2024 17:14 EDT

Signed At
06/28/2024 17:14 EDT

AUDITS

TIMESTAMP

06/28/2024 14:26 EDT

06/28/2024 14:26 EDT

06/28/2024 17:12 EDT

06/28/2024 17:14 EDT

06/28/2024 17:14 EDT

AUDIT

Laura Lindo (lindo@nicola.com) created document 'IGS - Post-Merger Charter 24-25 Final 01717254-5xBFD00_.docx' on Chrome via Windows from 209.10.145.36.

Lynn Carpenter (lwc@epochpi.com) was emailed a link to sign.

Lynn Carpenter (lwc@epochpi.com) viewed the document on Chrome via Windows from 75.185.57.244.

Lynn Carpenter (lwc@epochpi.com) authenticated via email on Chrome via Windows from 75.185.57.244.

Lynn Carpenter (lwc@epochpi.com) signed the document on Chrome via Windows from 75.185.57.244.

ATTACHMENT 1.4 GOVERNANCE PLAN

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

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

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

Entity#: 1093499
Filing Type: CORPORATION FOR NON-PROFIT
Original Filing Date: 08/17/1999
Location: CLEVELAND-
Business Name: THE INTERGENERATIONAL SCHOOL

Status: Active
Exp. Date: 07/01/2029

Agent/Registrant Information

BROOKE KING
 3805 TERRETT AVE
 CLEVELAND OH 44113
 10/29/2015
 Active

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/NON-PROFIT	08/17/1999	199923100072
LETTER/RENEWAL NOTICE MAILED	04/19/2004	200411017507
CANCELED/FAILURE TO FILE/STATEMENT CONT. EXISTENCE	08/19/2004	200423266585
DOMESTIC/REINSTATEMENT	10/07/2004	200428802990
LETTER/RENEWAL NOTICE MAILED	06/08/2009	200915956612
CANCELED/FAILURE TO FILE/STATEMENT CONT. EXISTENCE	10/09/2009	200928268264
DOMESTIC/REINSTATEMENT	11/02/2009	200930601344
LETTER/RENEWAL NOTICE MAILED	07/01/2014	201418200090
CERTIFICATE OF CONTINUED EXISTENCE	07/21/2014	201420200653
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	10/29/2015	201530203684
LETTER/RENEWAL NOTICE MAILED	06/29/2020	202018100278

Fri Jun 28 2024

CANCELED/FAILURE TO FILE/STATEMENT CONT. EXISTENCE	11/09/2020	202031401428
DOMESTIC/REINSTATEMENT	11/10/2020	202031501774
MERGER/DOMESTIC	07/01/2024	202417902330

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

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



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 28th of June, A.D. 2024

Ohio Secretary of State

RECEIVED

AUG 17 1099

**J. KENNETH BLACKWELL
SECRETARY OF STATE**

ARTICLES OF INCORPORATION
OF
THE INTERGENERATIONAL SCHOOL

The undersigned, who is a citizen of the United States, desiring to form an Ohio non-profit charitable corporation under the Ohio Non-Profit Corporation Law (Ohio Revised Code, Title XVII, Chapter 1702), does hereby certify:

- I. The name of the Corporation shall be The Intergenerational School.

- II. The principal office of the Corporation in the State of Ohio is to be located in Cleveland, Cuyahoga County.

- III. The Corporation is organized exclusively for religious, charitable, scientific, literary or educational purposes, including without limitation, the following:
 - A. the fostering of quality public education and the advancement of the interests of public school students through the operation of a community school;

 - B. the development of innovative programs in public and community education; and

 - C. the development of systems of accountability for public school student performance.

Solely for the above purposes, the Corporation is empowered to exercise all rights and powers conferred by the laws of the State of Ohio upon non-profit charitable corporations, including, but without limitation thereon, to receive gifts, devises, bequests and contributions in any form, and to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same for the above purposes.

IV. The Corporation shall have no members. The Trustees shall, for the purpose of any statute or rule of law relating to corporations formed under Chapter 1702 of the Ohio Revised Code, be taken to be the members of the Corporation, and the Trustees shall have all of the rights and privileges of members.

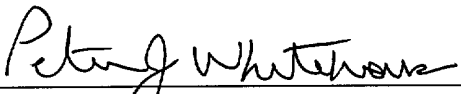
V. The names and addresses of the persons who are the Trustees of the Corporation are:

	<u>Names</u>	<u>Address</u>
1.	Dr. Peter J. Whitehouse	2895 Carlton Road Shaker Heights, Ohio 44122
2.	Dr. Catherine Whitehouse	2895 Carlton Road Shaker Heights, Ohio 44122
3.	Eve L. Bendezú	3572 Ingleside Road Shaker Heights, Ohio 44122
4.	Dr. Stephanie Fallcreek	2796 Richmond Road Beachwood, Ohio 44122

VI. No part of the net earnings of the Corporation shall inure to the benefit of its Trustees, officers or other private shareholders or individuals, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities that would invalidate its status as a corporation (a) which is exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code and (b) contributions to which are deductible under Section 170(c)(2) of the Code.

VII. Upon the dissolution of the Corporation, the Trustees shall, after paying or adequately providing for the payment of all known obligations of the Corporation, dispose of all of the assets of the Corporation exclusively either by direct distribution for the purposes of the Corporation (as set forth in Article III), or by distribution to one or more organizations (i) which then qualify for exemption from federal income taxation under the provisions of Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, and (ii) contributions to which are then deductible under Section 170(c)(2) of the Code, as the Trustees shall determine.

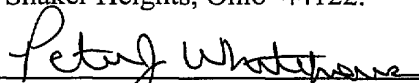
IN WITNESS WHEREOF, the undersigned has hereunder subscribed his name this 16th day of August, 1999.



Dr. Peter J. Whitehouse, Incorporator

ORIGINAL APPOINTMENT OF AGENT

The undersigned, the Incorporator of The Intergenerational School, hereby appoints Dr. Peter J. Whitehouse, a natural person residing in the State of Ohio, as the Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. His complete address is 2895 Carlton Road; Shaker Heights, Ohio 44122.



Dr. Peter J. Whitehouse, Incorporator

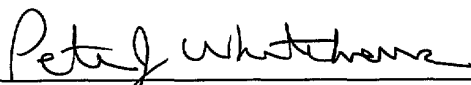
Cleveland, Ohio

August 16, 1999

The Intergenerational School

Ladies and Gentlemen:

The undersigned hereby accepts appointment as Agent of your Corporation upon whom any process, notice or demand may be served.



Dr. Peter J. Whitehouse, Agent

Cleveland, Ohio

August 16, 1999

UNIFORM COMMERCIAL
CODE FILING

CORPORATIONS FILING

CORPORATIONS ONLY		
<input checked="" type="checkbox"/> Expedite Service	<input type="checkbox"/> Pick-Up	<input type="checkbox"/> Mail

CORRESPONDENCE

PLEASE RETURN THE ATTACHED DOCUMENTS TO:

Jones, Day, Reavis and Pogue

FIRM NAME

Jennifer Flowers
Heidi Bowman

ATTENTION

41 South High Street Suite 1900

COLUMBUS, OH 43215

ADDRESS

3881
614-469-3904

PHONE

UCC ONLY	
<input checked="" type="checkbox"/> MAIL	<input type="checkbox"/> PICK UP



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
06/27/2024	202417902330	Merger (MER)	99.00	0.00	0.00	0.00

Receipt

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

NICOLA, GUDBRANSON & COOPER
25 W PROSPECT AVENUE SUITE 1400
CLEVELAND, OH 44115

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
1093499**

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

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

Document(s)
Merger

Document No(s):
202417902330

Effective Date: 07/01/2024



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 June, A.D. 2024.

Ohio Secretary of State

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
06/27/2024	202417902330	MERGED OUT OF EXISTENCE (MEX)	0.00	0.00	0.00	0.00

Receipt

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

NICOLA, GUDBRANSON & COOPER
25 W PROSPECT AVENUE SUITE 1400
CLEVELAND, OH 44115

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose
2257987

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

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

Document(s)

MERGED OUT OF EXISTENCE

Effective Date: **07/01/2024**

Document No(s):

202417902330



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 June, A.D. 2024.

Handwritten signature of Frank LaRose in blue ink.

Ohio Secretary of State

Form 551 Prescribed by:



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Certificate of Merger

Filing Fee: \$99

(154-MER)

Forms Must Be Typed

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

I. (Surviving) Entity

A. Name of Entity Surviving the Merger

The Intergenerational School

B. Name Change: As a result of this merger, the name of the surviving entity has changed to the following

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

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

1. **Domestic (Ohio entity)**

Foreign (Non-Ohio Entity)

Jurisdiction of formation

2. **Charter/Registration/License Number**

1093499

(If licensed in Ohio as domestic or foreign)

3. For-Profit Corporation

Nonprofit Corporation

Limited Liability Company

Partnership

Limited Partnership

Limited Liability Partnership

Unincorporated Nonprofit Association

II. CONSTITUENT ENTITY

Provide the name, Ohio charter/license/registration number, type of entity, jurisdiction of formation, for each entity merging **out of existence**. (If this is insufficient space to reflect all merging entities, please attach a separate sheet listing the additional merging entities).

Entity Name	Ohio Charter/License/Registration Number	Jurisdiction of Formation	Type of Entity
Lakeshore Intergenerational School	2257987	Ohio	Nonprofit Co

III. MERGER AGREEMENT ON FILE

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

Arthur L Clements III

Name

50 Public Sq Ste 2900

Mailing Address

Cleveland

City

Ohio

State

44113

Zip Code

IV. EFFECTIVE DATE OF MERGER

This merger is to be effective on 07/01/2024 (The date specified must be on or after the date of the filing. If no date is specified, the date of filing will be the effective date of the merger).

V. MERGER AUTHORIZED

Each constituent entity has complied with the laws under which it exists and the laws permit the merger. The agreement of merger is authorized on behalf of each constituent entity and each person who signed the certificate on behalf of each entity is authorized to do so.

VI. STATEMENT OF MERGER

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

VII. STATUTORY AGENT - To be filed ONLY if the surviving entity is a foreign entity not licensed in Ohio.
If the surviving entity is a foreign entity **NOT** licensed to transact business in Ohio, provide the name and address of a statutory agent upon whom any process, notice or demand may be served.

Name of Statutory Agent

Mailing Address

City

OH

State

ZIP Code

VIII. AMENDMENTS

If a domestic corporation, limited liability company or limited partnership survives the merger, any amendments to the entity's articles of incorporation, articles of organization, or certificate of limited partnership of the surviving domestic entity shall be filed with the certificate of merger.

 Amendments are attached

 No Amendments

If you are amending the total number of shares, please complete this box so the appropriate filing fee is charged.

Total number of shares previously listed in the Articles or other Amendments with the Ohio Secretary of State:

With the submission of this amendment, NEW total number of shares:

IX. REQUIREMENTS OF CORPORATIONS MERGING OUT OF EXISTENCE

If a domestic corporation or foreign corporation licensed to transact business in Ohio is a constituent entity and the surviving entity is not a domestic corporation or foreign corporation to be licensed in Ohio, the certificate of merger must be accompanied by the affidavits, receipts, certificates, or other evidence required by division (H) of section 1701.86 division (G) of section 1702.47 of the Revised Code with respect to each domestic constituent corporation, and/or by the affidavits, receipts, certificates, or other evidence required by division (C) or (D) of section 1703.17 of the Revised Code with respect to each foreign constituent corporation licensed to transact business in Ohio.

X. QUALIFICATION OR LICENSE OF FOREIGN SURVIVING ENTITY

A surviving foreign entity that wishes to qualify in Ohio as part of the merger must file an additional form, as listed below, but no additional filing fee is required.

Foreign Qualifying Corporation - Form 530A or B and Certificate of Good Standing

Foreign Notice (if qualifying entity is a foreign bank, savings bank, or savings and loan association) - Form 552

Foreign Qualifying Limited Liability Company - Form 617

Foreign Qualifying Limited Partnership - Form 531B

Foreign Qualifying Limited Liability Partnership - Form 537 and Evidence of Existence in Jurisdiction of Formation

The undersigned constituent entities (constituent entities include all merging and surviving entities) have caused this certificate of merger to be signed by their duly authorized officers, partners and representatives.

Name of entity

By:
Signature

Its:
Title

Name of entity

By:
Signature

Its:
Title

Name of entity

By:
Signature

Its:
Title

An authorized representative of each constituent corporation, partnership, or entity must sign the merger certificate (ORC 1701.81(A), 1702.43 (A), 1706.712(A), 1776.70(A), 1782.433(A)). this includes all merging and surviving entities.

CODE OF REGULATIONS
OF
THE INTERGENERATIONAL SCHOOL
(Amended and Restated 2011)
(Proposed Revisions November 2013)
(Revised and Approved December 2014)

ARTICLE I – IDENTIFICATION

- 1.01 Name. The name of this corporation shall be known officially as The Intergenerational School (the “Corporation”). The Board of Education of this district shall be known officially as The Intergenerational School Board of Education (the “Board of Education”).
- 1.02 School District Boundaries. The Intergenerational School shall operate as a public school in the State of Ohio. It shall draw its enrollment from within the borders of the State of Ohio.
- 1.03 Seal. The Board of Education may adopt an official seal for The Intergenerational School.

ARTICLE II – PURPOSE AND POWERS

- 2.01 The Corporation is organized exclusively for charitable and educational purposes as a public benefit corporation to operate as a public school in the State of Ohio.
- 2.02 The Corporation has the purpose or powers stated in its Articles of Incorporation (the “Articles”), and whatever powers are or may be granted by Chapter 1702 and by Chapter 3314 of the Ohio Revised Code (“O.R.C.”) or any successor legislation.
- 2.03 The Corporation is empowered to exercise all rights and powers conferred by the laws of the State of Ohio upon non-profit charitable corporations, including but without limitation, to receive gifts, devises, bequests, and contributions in any form, and to use, apply, invest and reinvest the principal and/or income there from or distribute the same for the above purposes.
- 2.04 The Board of Education of The Intergenerational School shall operate under Robert’s Rules of Order and in adherence to the Ohio Revised Code.

ARTICLE III - BOARD OF TRUSTEES

- 3.01 General Authority. Except as otherwise provided by law, in the Articles of Incorporation

or in these Regulations, the Corporation shall be governed and all authority of the Corporation shall be exercised by the Board of Directors, which shall manage and control the affairs and property of the Corporation.

No Director shall be required to furnish any bond or surety for the faithful performance of his or her duties.

3.02 Selection of Directors/Vacancies. The number of Directors shall be at least five (5) and no more than eleven (11) or such greater number as may be subsequently determined by the Directors. For purposes of appointing a new Director, each then current Director shall be permitted to nominate candidates to the Governance Committee. Following the nomination of candidates, the Directors shall appoint a new Director(s) using the process set forth by this Committee. The office of any Director shall become vacant upon his or her death, failure to qualify, removal by the Directors, or resignation as Director which shall be expressed in writing and delivered to the Chair of the Corporation. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction.

New directors will be required to undergo a criminal background check. New director orientation will be the responsibility of the Governance Committee. Each new director should receive a copy of the Board of Directors Handbook, a copy of director expectations, and a copy of the Code of Regulations. Additional material may be provided that will assist new directors in understanding their responsibility and the operations of the school.

3.03 Term. Each Director will serve a three-year term, which expires on June 30th of the third year following their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. In order to create staggered terms, one-third of the Board of Directors serving on January 1, 2014 shall have a term of three (3) years, one-third shall have a term of two (2) years and the remainder shall have a term of one (1) year. Determination of these terms will be determined by the Board of Directors drawing lots.

3.04 The Directors shall have all powers to act on behalf of the Corporation including the power to (1) appoint and remove Directors; (2) appoint and remove officers and (3) amend these Regulations. The Directors may delegate any and all of their powers, other than the powers specifically enumerated in the preceding sentence to any individuals, committees or entities they so choose. Yet the full board would need to approve such actions.

3.05 Election of Directors. Candidates for Director shall be nominated by the Board of Directors, or a committee thereof, and elected by the Directors in accordance with the decision-making process in Section 3.07.

3.06 Quorum. 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.

- 3.07 Voting. All motions shall require for adoption a majority vote of those present and voting, except as provided by statute, these bylaws, or parliamentary authority. Upon the demand of any member of the Board, the vote shall be recorded by roll call.

Unless a specified number of affirmative votes are required, an abstention shall be recorded and deemed to consent to the outcome of the voting. In situations in which a tie vote occurs and abstentions have been cast, the motion shall fail for lack of a majority.

All actions requiring a vote can be conducted by voice vote or show of hands, unless a roll-call vote is requested or required. A Board Member must be physically present at the meeting to vote. Each vote and abstention shall be recorded. Proxy voting is prohibited. R.C. 3313.18

- 3.08 Notice and Waiver. Unless waived, notice of each annual or special meeting communicating the day, hour, and place, and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days or less than three (3) days before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper corporate notice for that meeting. Nothing in this shall alter, however, the duty of the Corporation to provide notice to the public of meetings, once a charter contract is executed and the corporation is a public school.

- 3.09 Committees. Standing committees will include governance, finance, and program. The Directors may, from time to time, create such committees as may be deemed appropriate (such as fundraising/development, outreach, facilities, technology, human resources, etc.). Any such committee to which any authority of the Directors is delegated shall never consist of a majority of the Directors. Each such committee shall serve at the pleasure of the Directors, shall act only in the intervals between meetings of the Directors and shall be subject to the control and direction of the Directors; provided, no third party shall be adversely affected by relying upon any act of any such committee within the authority delegated to it. Each such committee shall act by not less than a majority of the whole authorized number of its members. Each Committee Chair must be a Director, but other members of the Committees do not necessarily need to be Directors.

ARTICLE IV - MEETINGS OF THE DIRECTORS

- 4.01 Time, Place and Notice. Annual meetings of the Directors shall be held at such time as determined by the Directors. There is a legal requirement to meet at least every other month now.

- 4.02 Meetings. The regularly scheduled meetings of the Directors shall be held at such time, date, and place as a majority of the Directors may determine and special meetings may be called at any time by the President or by any two (2) Directors.

Notice of the time and place of all meetings shall be served upon or telephoned to each Director at least 24 hours, or mailed, emailed or telecommunicated to each Director at his or her address as it appears on the records of the Corporation at least 48 hours prior to the time of such meeting.

- 4.03 Quorum. 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.
- 4.04. Voting. All motions shall require for adoption a majority vote of those present and voting, except as provided by statute, these bylaws, or parliamentary authority. Upon the demand of any member of the Board, the vote shall be recorded by roll call.

Unless a specified number of affirmative votes are required, an abstention shall be recorded and deemed to consent to the outcome of the voting. In situations in which a tie vote occurs and abstentions have been cast, the motion shall fail for lack of a majority.

All actions requiring a vote can be conducted by voice vote or show of hands, unless a roll-call vote is requested or required. A Board Member must be physically present at the meeting to vote. Each vote and abstention shall be recorded. Proxy voting is prohibited.
R.C. 3313.18

- 4.04 Order of Business. The order of business will include Approval of the Meeting Minutes, Consent Agenda, Committee Chairs' report, Executive Director and Principal Reports, New Business, Adjournment.

ARTICLE V - OFFICERS

- 5.01 Titles and Elections. The Corporation shall have a Chair (who shall be a Director), a Vice Chair, a Secretary and a Treasurer. The Corporation may also have a Chairman and one or more Vice Presidents and such other officers (including assistant officers) as the Directors may deem necessary. Any two or more offices may be held by the same person.
- 5.02 Executive Committee. The Executive Committee of the Board of Directors should consist of the Chair, Vice Chair, and Secretary.

All officers shall be elected by the Directors at the regular annual meeting of the Directors or at any meeting called for such purpose, and shall, unless otherwise provided by the Directors, hold office until their respective successors shall have been elected.

- 5.03 Chair. The Chair shall preside at all meetings of the Board and shall coordinate the activities directed by the Board of Directors and shall oversee the actions of the

Corporation subject to the policies and goals established by the Board of Directors. The Chair may designate who will preside in his or her absence.

- 5.04 Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning the public school, and shall keep or approve a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors. The Board of Directors may contract with a third party to carry out part or all of the Secretary's duties, pursuant to a vote of the Board of Directors.
- 5.05 Treasurer. The Treasurer shall act as, or in conjunction with, the fiscal officer or fiscal agent of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors. The Treasurer shall maintain or approve appropriate books of account and supporting records and shall prepare or approve and file all returns and related reports required by federal and state statutes and regulations. However, notwithstanding the fact that the Corporation has named a person to serve as its Treasurer, the Board of Directors may contract with a third party to provide for part or all of the Treasurer's responsibilities, subject to a vote of the Board of Directors. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.
- 5.06 Officer Vacancies. When an Officer vacancy occurs, the Board of Directors may elect another Director to fill the vacancy for the unexpired term of such office in accordance with the Section 4.12 by the Directors then in office, whether or not the number of Directors is sufficient to constitute a quorum, or by the sole remaining Director.
- 5.07 Any Officer may resign from the position at any time by tendering a written resignation to the Board of Directors. The resignation shall be effective upon receipt of the resignation by the Chair of the Board or, if later, upon the date specified by the Officer in the resignation. An Officer may be removed from his/her position at any time, with or without cause, by the Board of Directors.
- 5.08 Removal of Officer. Any officer may be removed at any time, with or without cause, by the Directors at a meeting of the Directors called for such purpose.
- 5.09 Authority. The officers shall have such authority and shall perform such duties as are customarily incident to their respective offices, or as may be specified from time to time by the Directors regardless of whether such authority and duties are customarily incident to such office.

ARTICLE VI - ADMINISTRATION OF FUNDS

- 6.01 Director Authority. The Directors, except as herein otherwise provided, shall have unlimited discretion in all matters relating to the acquisition, holding, management, control, investment and disposition of the property of the Corporation, notwithstanding

any rule of court or statute now or hereafter in force to the contrary; provided, however, that the fundamental purposes and powers of the Corporation, and the limitations thereon, as expressed in the Articles of Incorporation, shall not thereby be amended or changed except by proper amendment of such Articles of Incorporation. No Director or any other person acting by the direction of or with the approval of the Directors shall be liable to the Corporation or to any other person for any loss or damage resulting from any action taken or not taken, except for his or her own gross negligence or willful misconduct. Directors have a fiduciary responsibility for the care and oversight of the Corporation and should exercise due diligence in all areas including the review of financial report, the evaluation of model leaders, and other pertinent governance matters as they deem necessary. The following enumeration of specific powers of the Directors shall not be deemed a limitation of the generality of the foregoing, except as specifically so provided.

6.02 Contributions. Gifts, donations and contributions of cash, securities or other property from any source whatever, either outright or in trust, may be made to and accepted by the Corporation to enable the Corporation to carry out its purposes set forth in the Articles of Incorporation. The Corporation may accept devises, bequests, gifts, donations and contributions of property of any kind and may agree to administer the same in accordance with any conditions which the testator or donor may impose, provided that any conditions of any such devises, bequests, gifts, donations and contributions shall be subject to the approval and acceptance of the Directors and shall be consistent with and in furtherance of the purposes and within the powers of the Corporation.

6.03 Rights of Ownership. The Directors, notwithstanding any rule of court or statute now or hereafter in force to the contrary, may retain and hold property of any kind given to the Corporation by will, deed, gift or otherwise; may manage, control and exercise all rights of ownership with respect to any funds or property or proceeds of the sale of property coming to the Corporation from any source; may invest and reinvest the same in such loans, stocks, bonds, securities or other property of any kind as they shall from time to time determine; and may compromise, settle and adjust any claims on behalf of or against the Corporation arising from or by reason of any devises, gifts, contributions or donations of property to the Corporation, otherwise, on such terms and conditions and at such time or times as they may decide.

No person or organization, being or claiming to be a beneficiary of any of the purposes of the Corporation, shall, as such, have or be given any claim or right of action against the Corporation by reason thereof; nor shall any person have or be given at any time any authority to bind or commit the Corporation to make any future advance, gift or contribution, to render any assistance or to take any other action in the future in any manner whatever, excepting only such engagements as shall be necessary or expedient for the proper fiscal management of the assets of the Corporation. Any advance, gift or contribution made, assistance rendered or any other action taken in furtherance of the purposes of the Corporation shall be made or done solely in the exercise of the discretion of the person or persons duly authorized thereto and when so made or done shall be and remain the voluntary act of the Corporation.

6.04 Use of Funds. Any money or other property of the Corporation, whether income or

principal, shall be used or distributed by the Directors as they may determine from time to time as follows:

- (a) For the payment of all charges and expenses which are necessary for the business and operations of the Corporation and to carry out the purposes of the Corporation.
- (b) For the furtherance and accomplishment of the purposes for which the Corporation is formed, as stated and subject to the limitations contained in the Articles of Incorporation, and the guidelines required by law.
- (c) In accordance with the requirements and restrictions stated in terms of federal, state and local grants,

ARTICLE VII - INDEMNIFICATION DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

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

ARTICLE VIII – CONFLICT OF INTEREST AND COMPENSATION

8.01 Conflict of Interest. A Board member shall not have any direct or indirect pecuniary interest in a contract with the School; nor shall s/he furnish directly any services, labor, equipment, or supplies to the School; nor shall s/he be employed by the Board in any capacity for compensation. (ORC 3313.33)

A Board member shall not, during his/her term or within one year thereafter, occupy any position of profit (monetary or control) in the prosecution of a public contract authorized by the board of which the public official, a member of his or her family, or any of his or her business associates have an interest, unless the contract was let by competitive bidding to the lowest and best bidder.” (ORC 2921.42)

In the event a Board member is employed by a corporation or business which furnishes goods or services to the School, the Board member shall declare his/her association with the organization and refrain from debating or voting upon the question of the contract,

before during and after the bidding process. It is not the intent of this policy to prevent the School from contracting with corporations or businesses because a Board member is an employee of the firm. The policy is designed to prevent placing a Board member in a position where his/her interest in the School and his/her interest in his/her place of employment might conflict, and to avoid appearances of conflict of interest even though such conflict may not exist

No board member may use or authorize the use of the authority or influence of his or her office to secure anything of value, or the promise of anything of value to himself or herself, or solicit or accept anything of value that is of such a character as to manifest a substantial and improper influence upon him or her with respect to his or her duties (RC 102.03).

Board members shall not accept any form of compensation from vendors that might influence their decision on the eventual purchase of equipment, supplies, or services. Furthermore, Board members shall not accept any form of compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from a vendor. In addition, Board members shall not enter into a contractual arrangement with a vendor seeking to do business with the School, or a vendor with whom the School is doing business, whereby an individual Board member receives compensation in any form for services rendered. Such compensation includes, but is not limited to, cash, check, stocks, or any other form of securities, and gifts or other such things of value. In the event that a Board member receives such compensation, the Board member shall immediately notify the Treasurer, in writing, that s/he received such compensation and shall thereafter promptly transmit such compensation to the Treasurer.

Nothing herein shall prevent a Board member who attends a conference held by an association of public officials and employees from accepting a meal, or attending a reception or open house, the cost of which is financed by a private party so long as the meal, reception, or open house is: (1) of an ordinary, routine character; (2) at an educational or informational event; and (3) open to all of the public officials and employees attending the event.

A Board member whose spouse or child is employed in the School may not vote, authorize, or use the influence of his/her office to secure approval of an employment contract with his/her spouse or child. Neither may s/he vote, deliberate, discuss, or otherwise attempt to influence a collectively-bargained, negotiated agreement affecting his/her spouse or child if the agreement includes provisions for health insurance. Proper records of Board and Committee proceedings shall be maintained to verify that these conflict of interest policies have been followed. If unsure of a potential conflict of interest, please check with your county prosecutor, city law director or the Ohio Ethics Commission at (614) 466-7090.

8.02 Compensation. Board members shall not receive compensation for their services. R.C. 3313.12, 3313.202(D),

Expenses of a Board member incurred in the performance of his/her duties and expenses

of a member-elect in training and orientation will be paid from the General Fund, provided that each such member or member-elect submits a written statement of his/her expenses for approval by the Board at its next regular meeting. R.C. 3315.15 Such expenses will be paid from the General Fund. However, under no circumstances will Board members be reimbursed for the purchase of alcoholic beverages.

ARTICLE IX - MISCELLANEOUS

9.01 Fiscal Year. The Corporation's fiscal year shall be July 1 through June 30.

ARTICLE X – BOOK AND RECORDS

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

ARTICLE XI - AMENDMENT OF REGULATIONS

11.01 The Articles of Incorporation and Code of Regulations shall be adopted and amended by a majority of all of the Board of Directors. A review of the Code of Regulations will be conducted periodically and revisions presented to the Directors for review and approval.

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

DEPARTMENT OF THE TREASURY

Date: DEC 07 1999

Employer Identification Number:
34-1901127

DLN:
17053288011049

Contact Person:
KENNETH B BIBB ID# 31264

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
June 30

Form 990 Required:
Yes

Addendum Applies:
Yes

THE INTERGENERATIONAL SCHOOL
C/O FAIRHILL CENTER FOR AGING
12200 FAIRHILL RD
CLEVELAND, OH 44120

Dear Applicant:

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

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

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

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

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

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Letter 947 (DO/CG)

THE INTERGENERATIONAL SCHOOL

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

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

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

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

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form

THE INTERGENERATIONAL SCHOOL

990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

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

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

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

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

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

Sincerely yours,

A handwritten signature in black ink that reads "C. Ashley Bullard". The signature is written in a cursive style with a large, prominent initial "C".

District Director

Enclosure(s) :
Addendum



Mission: The Intergenerational School creates, connects, and guides a multi-generational community of lifelong learners and engaged citizens.

Vision: TIS is a successful Intergenerational Learning Community that is transforming Cleveland, and the world, into a better and more equitable global community. TIS will serve as a model to encourage and assist other communities to create similar learning environments.

Values:

Personal Integrity

Work Ethic

Choice & Accountability

Celebration of Diversity

Interpersonal Skills

Shared and responsible use of resources

Honoring the interconnected web of life & time

Design Criteria

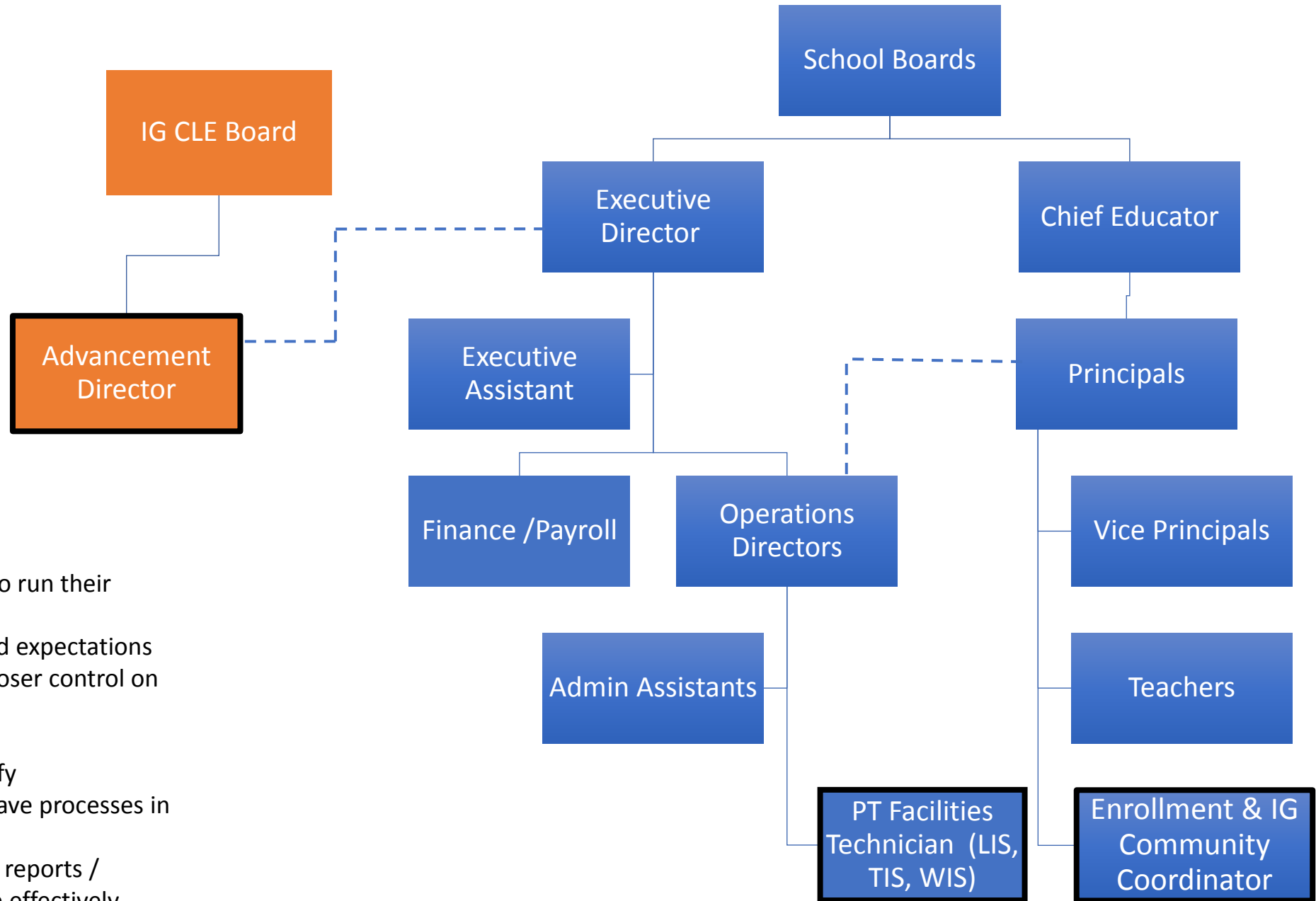
Rank	Bucket	Criteria
1	Pedagogy	Form successful classroom learning experiences by using action-based or researched based pedagogical approaches, emphasizing inter- and multi-generational experiences.
2	Children	Support that learning involves the whole person and that physical, social, emotional, and mental development are vital to successful academic growth.
3	Financial	Execute/Implement financially responsible and forward looking deployment of resources.
4	Operations	Model efficient administrative processes and ensure sustainable work loads covering all functions.
5	Community	Facilitate strong community relationships and name recognition.
6	Change	Ability to learn and adapt to an ever changing environment while continuing to deliver excellence in education and organizational sustainability.
7	Foundations	Ensure core functions are strong and empower professional, personal or leadership growth to the mutual benefit of the organization and the individual.

5/22 Update

Headcount Reserve:

- Special Ed
- Enrollment / Community Relations Role

Intergenerational Schools Organization Structure: Staff ONLY



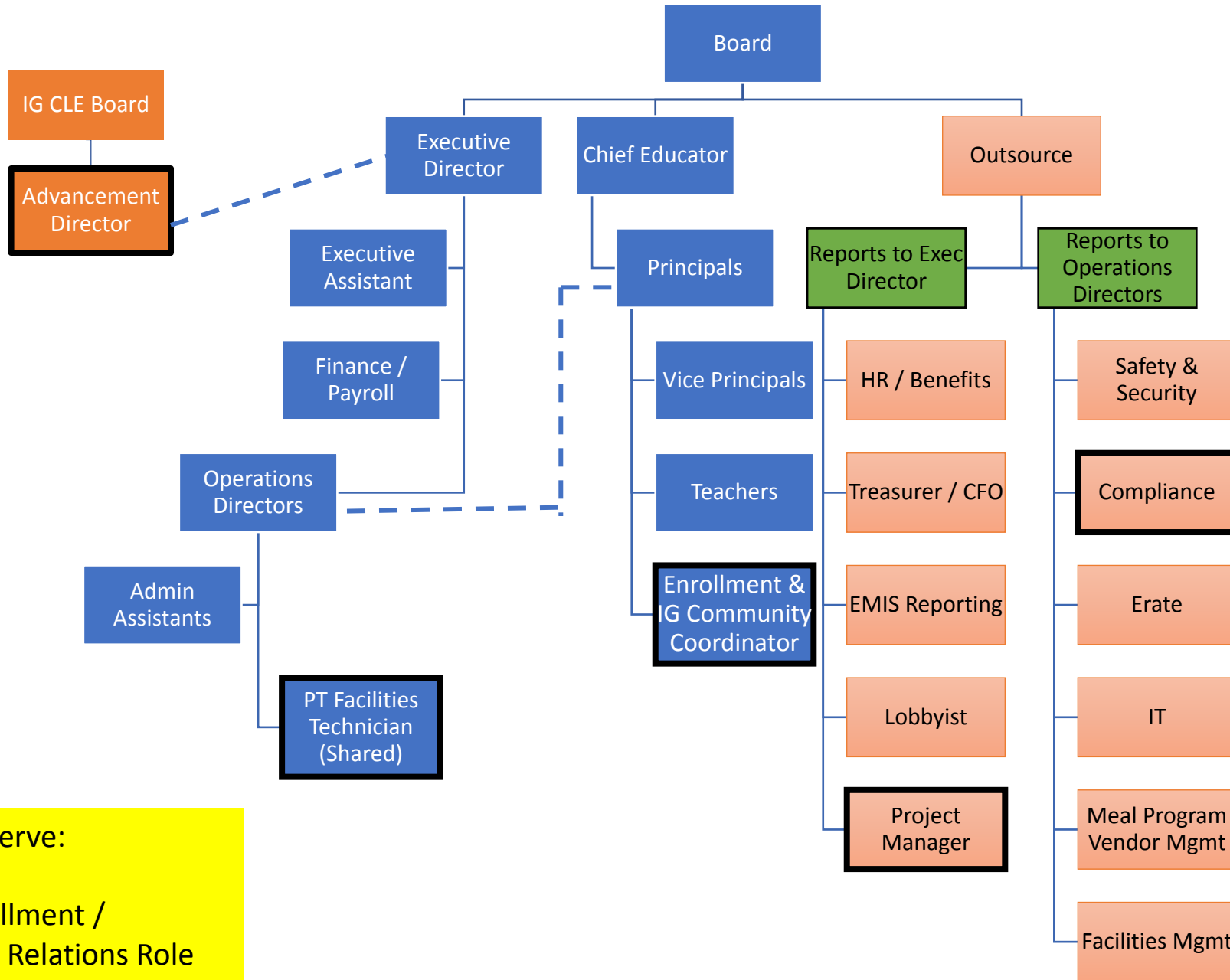
Pro: Raises responsibility of Principals to run their school but also collaborate with peers

Con: More committee development and expectations to meet more frequently with peers; looser control on consistency with IG

Considerations: Need to clearly identify roles/communicate expectations and have processes in place to measure effectiveness

Need: Clarity of board expectations on reports / information to ensure ability to execute effectively

Intergenerational Schools Organization Structure with Outsourced Roles



Potential New Board

Committees:

- IT (Could just be expertise)
- Advancement

Staff Committees

Education Committees:

- Talent Development
- Curriculum Development & Procurement
- Special Education
- Pedagogy
- Marketing

Operations Committee:

- IT Mgmt
- Purchasing
- Training
- Facilities Mgmt
- Onboarding
- Security Training

Headcount Reserve:

- Special Ed
- Model Enrollment / Community Relations Role

ATTACHMENT 2.1
GOVERNING AUTHORITY MEMBERS

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

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



THE
Intergenerational
S C H O O L S
A COMMUNITY OF LIFELONG LEARNERS

The Intergenerational School Governing Board Roster
IRN 133215
School Year 2016-2017

Erica Adlakha (Board Chair)
2379 West 7th St
Cleveland, Oh 44113
(646) 241-5014 cell
eadlakha@tisonline.org

Lee Trotter (Vice Chair)
18950 Shaker Blvd
Cleveland, Ohio 44122
216-319-1493
ltrotter@tisonline.org

David Atton (Secretary)
901 Chagrin River Rd
Gates Mills, Oh 44040
(440) 423-0868 home
datton@tisonline.org

Andy Male
200 Public Square Suite 3750
Cleveland, Oh 44114
(216) 904-0585 cell
amale@tisonline.org

Mark Saffran
26900 Geo Zeiger Dr
Beachwood, Oh 44122
(216) 272-3375 cell
msaffran@tisonline.org

Mike Swearngen
200 Public Square Suite 2300
Cleveland, Oh 44114
(216) 789-8769 cell
mswearngen@tisonline.org

ATTACHMENT 3.2
MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

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

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

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

ATTACHMENT 3.4
SUSPENSION AND CLOSING PROCEDURES

1. Ohio Department of Education and Workforce Community Schools: School Suspension and/or School Closing Procedures



Community Schools: School Suspension and/or School Closing Procedures

Effective date: July 1, 2010

Revised: April 2023

Community school sponsors primarily are responsible for ensuring an orderly process is followed when a school closes, or operations are suspended.

Statutory Requirement for Closure

Under state law ([Ohio Revised Code 3314.023](#)), community school sponsors must monitor and oversee their schools' compliance with law, administrative rules and contract provisions, including requirements related to school closure. Specifically, ORC 3314.023 requires:

- *A sponsor shall provide monitoring, oversight, and technical assistance to each school that it sponsors. To provide monitoring, oversight, and technical assistance . . .*
- *[Sponsors] Having in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.*

Suspension Statute

[ORC 3314.072](#) establishes the conditions under which a school may be suspended, along with a school's procedural rights. Provisions include:

- *For any of the reasons prescribed in division (B)(1)(a) to (d) of section 3314.07 of the Revised Code, the sponsor of a community school established under this chapter may suspend the operation of the school only if it first issues to the governing authority notice of the sponsor's intent to suspend the operation of the contract. Such notice shall explain the reasons for the sponsor's intent to suspend operation of the contract and shall provide the school's governing authority with five business days to submit to the sponsor a proposal to remedy the conditions cited as reasons for the suspension.*
- *The sponsor shall promptly review any proposed remedy timely submitted by the governing authority and either approve or disapprove the remedy. If the sponsor disapproves the remedy proposed by the governing authority, if the governing authority fails to submit a proposed remedy in the manner prescribed by the sponsor, or if the governing authority fails to implement the remedy as approved by the sponsor, the sponsor may suspend operation of the school pursuant to procedures set forth in division (D) of this section.*
- *If division (B) of this section applies or if the sponsor of a community school established under this chapter decides to suspend the operation of a school as permitted in division (C)(2) of this section, the sponsor shall promptly send written notice to the governing authority stating that the operation of the school is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the governing authority has five business days to submit a proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.*
- *Upon receipt of the notice of suspension prescribed under division (D)(1) of this section, the governing authority shall immediately notify the employees of the school and the parents of the students enrolled in the school of the suspension and the reasons therefore and shall cease all school operations on the next business day.*



Overview

Sponsors provide and execute a plan for an orderly conclusion of a community school's operations when a community school is closed or suspended for any reasons permitted by law and/or the contract between the sponsor and the school. A school is considered closed or suspended when instruction has ceased, and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school's closure or suspension. A community school also is considered closed if the Department issued a notice to a school under the state's automatic closure law, [ORC 3314.35](#). In the case of both suspension and closure, the sponsor and an authorized representative of the governing authority complete and sign the Suspension and Closing Assurance Form. Community school sponsors make sure a community school's governing authority takes all reasonable and required actions to fully address suspension or closing responsibilities. **If a school's governing authority is no longer able or willing to fulfill its obligations to orderly closure, the school's sponsor assumes responsibility for all closure activities.** A plan for school closure is a required part of the school's contract with the sponsor. Final preparations, as outlined in the plan, should be in place prior to the last day students are in attendance.

Note:

- The suspension and closing procedures detailed in this document or the accompanying are not applicable to school mergers.
- Procedures for school closures that are the result of settlement agreements may differ based on the provisions of the settlement. Schools and sponsors should consult their legal counsel. Sponsors must submit a Suspension and Closing Assurance Form for each suspended or closed community school. By completing this assurance, sponsors attest that all necessary notifications and actions are completed.

When possible, the final FTE review should be completed within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing by the Department. Final FTE reviews should be completed prior to transfer of original student records to the district(s). Sponsors must monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, the sponsor must step in and make the necessary arrangements.

Sponsors should begin completing the Suspension and Closing Assurance Form as soon as possible after the suspension or closure of the school.

For all suspensions and closures, an estimated timeline for suspension and closure activities must be submitted to the Office of Community Schools. For mid-year suspension or closure, the estimated timeline must be submitted to the Office of Community Schools within 10 days of notification. In the case of suspension or closure at the end of the school year, sponsors shall submit an estimated timeline for suspension or closure activities to the Office of Community Schools, via Epicenter. When submitting the first quarterly suspension and closing assurances report, please ensure Column I is filled out with estimated dates of completion. Additionally, when submitting future quarterly suspension and closing reports, update Column I as needed.

The updated Suspension and Closing Assurance Form shall be submitted to the Office of Community Schools, quarterly, (July 1, or July 15 for newly closed schools, Oct. 1, Jan. 1 and April 1) via the Epicenter "Quarterly suspension and closing assurance reports" submission type while noting which activities are complete and identifying the date of completion for each item. Sponsors should continue to submit quarterly closing



assurance reports until all items on the form are complete and the suspension and closing assurances form is submitted via Epicenter. The quarterly submissions shall include, in the “Notes” column, a narrative explaining any delays. For items in which the sponsor believes is “non-applicable” to the school, the sponsor must provide a justification in Column H of the Suspension and Closing Assurance Form.

If refunds are generated later, the sponsor shall follow the instructions in the Preparation of Itemized Financials section of the report and complete the Final Payments and Adjustments section.

Additional Resources

Additional information regarding best practices from The National Association of Charter School Authorizers is available [here](#).

Submission Instructions

Sponsors must submit the Quarterly Suspension and Closing Assurance Report and the completed Suspension and Closing Assurance Form for each suspended and/or closed community school. By completing the Certification tab, sponsors attest that all necessary notifications and actions are completed.

Submit the (1) Suspension and Closing Assurance Reports quarterly using the submission type: Quarterly Suspension and Closing Assurance Reports; and the (2) completed Suspension and Closing Assurance Form with its Certification tab using the submission type: Suspension and Closing Assurance Form. Upload the files to Epicenter following the process below:

1. Log in to Epicenter at <http://epicenternow.org/>.
2. Click the Sign In link at the top of the page.
3. Enter your username and password.
4. Click Document Center.
5. On the Document Center page, click the Submission Upload button.
6. For Entity Type, select school.
7. For Submission Type, select either the “Quarterly Suspension and Closing Assurance Reports” or the “Suspension and Closing Assurance Form.” Final closure assurance forms should be submitted by sponsors using submission type “Suspension and Closing Assurance Form.”
8. For Entities, select the appropriate school by checking the box next to the school’s name.
9. Enter the required information.
10. Click the Upload New File button to upload your document.
11. (Optional) Type a brief message to the reviewer.
12. Click Submit.

The Certification/Signature tab must include electronic signatures or original handwritten signatures. If printed and original signatures are obtained, the certification page must be uploaded to Epicenter along with the completed spreadsheet.

The OCS consultants use Epicenter to access your submissions. Please contact your lead consultant if you have additional questions or if you are unable to view any of the information described above



Records

Sponsors assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education, and other interested entities are secured and available as needed during the closeout process. Records generally describe an account in permanent form, preserving knowledge or information about facts, transactions or events maintained and kept for the proper administration of the school, including student, staff, and administrative/financial information. Please note, the following categories and types of records should not be considered as the entire list of documents that might be examined during a suspension or closing procedure. Additional records may be requested during an FTE review or final audit. (Additional information is available in the Department's [FTE Review Manual](#).)

Student Records

Student records include all educational, special education and other documents in the school's possession that relate to a student. Student records include, but are not limited to: documents normally found in permanent record folders that are necessary for reviews and audits; attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, courses completed and grades for each course, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; FTE Detail reports, with names and SSID numbers that can be used to match names to the FTE Detail report with randomly selected SSIDs obtained by the area coordinator; special education information and folders; and other such information that may be maintained and kept in a student permanent record folder.

Schools must retain copies of all student records necessary to complete the final FTE review and financial audit.

Staff Records

Staff records include but are not limited to employment agreements or contracts; salary and benefits information; attendance and leave information; employee licenses; Local Professional Development Committee (LPDC) status and record of continuing education; payroll and withholding documents; and other such information that may be included in an employee record folder. Staff records at the school do not include records of individuals employed by the operator or contractors.

Administrative/Financial Records

Administrative/financial records include, but are not limited to: lease or rental agreement; deed if property is owned; inventories of furniture and equipment, including purchase price, source of funds for payment, date purchased and property tag number; bank and financial reports, including all financial statements created by the fiscal officer; bank statements and checks; schedule of unpaid debt detailing amount, vendor and date of obligation; invoices, receipts, vouchers and purchase orders that detail expenditures; grant records, including detail of federal and state grant awards and final expenditure reports and contracts; and other such information that may be maintained to serve as the administrative/financial records for the school.

Record Retention

Sponsors shall secure all school records (student, personnel, fiscal, etc.) prior to closing. All such records shall be maintained according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy. [Find additional information](#) regarding state requirements. Federal records retention schedules are [here](#). Additional information is available in the Student Records section of the Suspension and Closing Assurance Form.



Community school sponsors are responsible for securing all records prior to closing and maintaining records in accordance with all applicable retention schedule.

Should you have any questions, please contact your lead consultant or the Office of Community Schools at Community.Schools@education.ohio.gov.

Please note:

- A. For each task, sponsors must indicate whether the task is applicable in column G of the Suspension and Closing Assurance Form. If the task is **not applicable**, the sponsor must provide a justification for that determination in column H.
- B. The initial quarterly suspension and closing assurance report submitted in Epicenter must include an estimated completion date for each task (see column I). Be sure to follow the dates required by law or required by this document. If needed, update the estimated completion dates on future quarterly suspension and closing reports.
- C. Quarterly suspension and closing assurance reports are due in Epicenter on or before July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1. As tasks are completed, provide a completion date in Column J.
- D. The quarterly submissions shall include, in the “Notes”, column K, a narrative explaining any delays.
- E. Besides the Quarterly Suspension and Closing Assurance Reports and the completed Suspension and Closing Assurance Form with its Certification tab, sponsors should submit separately to Epicenter: (1) the board resolution indicating suspension or closure, and (2) the estimated timeline for suspension and closure.



Instructions for Completing All Required Suspension/Closing Tasks

Section A: Initial Notifications

1. **Notify the Office of Community Schools (OCS) that the school is being suspended, closed or non-renewed under 3314.07(B) or for other cause, or the school has taken action to initiate closure within required timelines.**
 - a. In the case of a sponsor suspending or terminating a school's operation during the school year, notify OCS that the school is suspending or closing within 24 hours of the action.
 - b. In any other case, notify OCS of the action within 10 days.
 - c. Submit the community school's board resolution via Epicenter, including the date of suspension or closing within 10 days of the action.
2. **Notify the Area Coordinator's office to schedule the student enrollment/FTE review.**
 - a. Notify area coordinator(s) of the school suspension or closure and schedule the final student enrollment/FTE review within three days of the action.
 - b. The treasurer/fiscal officer of the school and other applicable staff should familiarize themselves with the current FTE manual.
 - c. In the case of closure, non-renewal or termination for reasons other than those outlined in 3314.07(B), the sponsor shall request notice of intent regarding continued operation from the school no later than May 15 and provide the response via Epicenter to the Office of Community Schools within three days of receipt.
3. **Notify the resident districts of students enrolled in the school, and the Auditor of State's office of the school being suspended, closed or non-renewed; include the effective date of the suspension or closure.**
 - a. Notify the resident districts, for the students currently enrolled.
 - b. Notify the Auditor of State's office of the school suspension or closure.
4. **Notify STRS and SERS that the school is being suspended or closed.**
 - a. Notify the Ohio State Teachers Retirement System and School Employees Retirement System
 - b. Ensure STRS and SERS contributions are current and request a final reconciliation.
 - i. In the case of mid-year suspension or closure, notify retirement systems within five days of the suspension or closure notice.
 - ii. For any other case, notify retirement systems no later than May 1.



Section B: Timeline of suspension or closure process

1. **Provide an estimated timeline of the suspension or closure process that includes all information contained in the suspension and closure procedures.**
 - a. Submit via Epicenter a clear and detailed written timeline of the actions and tasks that will take place to ensure the transition of students, staff and the suspension or closing of the schools' business. Submission of the first quarterly suspension and closing assurances form with Column I (Estimated Dates of Completion) filled out can serve as the detailed written timeline required for this action item.
 - i. In the case of mid-year suspension or closure, submit an estimated timeline within 10 days of the suspension or closure.
 - ii. In the case of suspension or closure at the end of the school year, include an estimated timeline when submitting the first quarterly suspension and closing assurances report.

Section C: Parent Notification

1. **Notification to parents of community school suspension or closure**
 - a. Notify parents that the school is suspending or closing through a formal letter from the school's Governing Authority within 24 hours of action in the case of mid-year suspension or closure; no later than March 1 in the case of nonrenewal under ORC 3314.07(B); and in any other case, notify parents no later than April 15. The letter must include but not be limited to the reason for the suspension or closing of the school, sponsor contact information, options for enrolling in another community school, traditional school or nonpublic schools and contact information.
2. **Provide each parent with the location to where the child's records are delivered.**
 - a. The notification must include, but not be limited to; address and phone number, department and contact information of the resident districts to where the records are being delivered to.
3. **Provide each parent with the contact information of the school's sponsor.**
 - a. The notification must include the contact information of the school's sponsor.
4. **Information meeting regarding educational options for students**
 - a. Notify parents of an informational meeting, where the school will present education options to students for enrolling in another community school, traditional school, or nonpublic school.
 - b. Convene parents and/or guardians to discuss the school enrollment process for the regional district. If possible, representatives from the school, sponsor, resident districts, and/or community schools should be present to answer questions primarily of the school choice/enrollment for the next year.

Section D: Staff Notification

1. **Notify the teachers and staff that the school is suspended or closing.**
 - a. In the case of a mid-year suspension or closure, notify teachers and staff that the school is suspending or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must include but not be limited to, the reason for the suspension or closing of the school, and if applicable, the status of appeals or legal action. Additionally, in the case of a mid-year suspension or closure, provide a second notification to the teachers and staff no later than 7 days after the initial notice. The letter must include, 1) plans to assist students in finding new schools; 2) date of last salary check, 3) instructions on filing for unemployment benefits, 4) date of termination of employees' benefits, 5) last day of work, 6)



description of any assistance the school will provide to faculty and staff to find new positions, and 7) information on where the suspension or closure plan, procedures and timeline can be found.

- b. In the case of nonrenewal under ORC 3314.07(B), notify teachers and staff that the school is suspending or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school, and if applicable, the status of appeals or legal action.
 - i. Additionally, in case of nonrenewal under ORC 3314.07 (B), provide a second notification to the teachers and staff no later than April 1 and include items 1-7 of section (D)(1)(a) above.
- c. In the case of nonrenewal for reasons other than ORC 3314.07(B), notify teachers and staff that the school is suspending operations or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school and the status of appeals or legal action.
 - i. Also, in case of nonrenewal for reasons other than ORC 3314.07(B), provide a second notification to the teachers and staff no later than May 1 and include items 1-7 of section (D)(1)(a) above.

2. Notify teachers and staff that STRS/SERS contributions are current.

- a. Include language in staff letter to assure staff that the contributions are kept current.

3. Clarify COBRA benefits and when medical benefits end.

- a. In the case of mid-year suspension or closure, school employees shall be notified when benefits will end, when COBRA benefits begin and contact for assistance no later than eight days after.
- b. In the case of nonrenewal under 3314.07(B) the notification, described in section (D)(3)(a), shall take place no later than April 1.
- c. In all other cases, the notification shall take place no later than April 15.

4. Notify staff of the obligation to continue instruction through the date of suspension or closure.

- a. Notify teachers and staff that the school is suspending operations or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must reiterate their obligation to continue instruction through the date of suspension or closure.

5. Ensure each faculty member's LPDC information is current and available to the teacher.

- a. Provide each faculty member, in the case of a mid-year suspension or closure, with documentation that their LPDC information is current within five days of the action.
 - i. In the case of nonrenewal under 3314.07(B), notify the faculty no later than April 1.
 - ii. In all other cases, notify the teachers no later than April 15.

6. Provide sponsor contact information to all staff.

- a. See item (D)(1) above and include in the letter to teachers and staff must the sponsor contact information.

7. Ensure all Resident Educator program documentation is current and available to affected teachers.

- a. In the case of mid-year suspension or closure provide each Resident Educator with documentation that their Resident Educator program information is current within 5 days of action.
 - i. In the case of non-renewal under 3314.07(B), provide documentation no later than April 1.
 - ii. In all other cases, ensure the resident education program documentation is current no later April 15.



Section E: Secure all school records, property, and assets.

- 1. Take control of and secure all school records, property, and assets immediately when the school is suspended or closed.**
 - a. In the case of mid-year suspension or closure, secure all records (student, administrative/financial, staff), property, and assets within 24 hours of notice of suspension or closure.
 - b. If the building's landlord seizes the facility and its contents, or when a governing authority reneges on its obligations or other unforeseen circumstances, legal action may be necessary. The sponsor must share any such circumstance with the sponsor's OCS assigned consultant as quickly as possible.
 - c. In the case of suspension or closure at the end of the school year, begin securing all records and assets immediately under the oversight of the sponsor.
 - i. The sponsor should review the status of all records and assets no later than May 1 prior to suspension or closure.
 - ii. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*

Section F: Student Records

Student records include but are not limited to: documents normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; two reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.

- 1. Ensure student records are in order and transcript materials can be provided immediately.**
 - a. Organize records by grade level and district of residence.
 - b. Student names and SSID must be displayed clearly.
 - c. Prepare to deliver all students records to students' districts of residence within seven days of suspension or closure.
 - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*
- 2. Scan or make a copy of all CURRENTLY enrolled student's records and provide a listing by residential district.**
 - a. Maintain a list in alphabetical order of the currently enrolled students by residential district.
 - b. Scan or make a copy of each currently enrolled student's records.
 - c. Scan or make a copy of each student's record, by residential district, in alphabetical order.
 - d. The community school shall maintain copies of records necessary to conduct the FTE review and final Auditor of State audit.
- 3. Organize all withdrawn student files by district.**
 - a. Maintain a list of all withdrawn students, in alphabetical order, by residential district.
 - b. Provide each withdrawn student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.



- 4. Organize all SPED files by district (separate from cumulative files)**
 - a. Maintain a list of all SPED student files, in alphabetical order, by residential district.
 - b. Provide each SPED student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.

- 5. If the school has graduated students, compile a list of the names and dates of all graduates, and provide digital or hard copies of transcripts.**
 - a. Maintain a list (name and SSID) of all graduated students, in alphabetical order, by residential district.
 - b. Provide each graduated student's transcript, in alphabetical order by residential district, to each residential district within seven days of suspension or closure.
 - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*

- 6. Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.**
 - a. In the case of mid-year suspension or closure, records should be available for review no later than seven days of suspension or closure.
 - b. In the case of suspension or closure at the conclusion of the school year, schools should be prepared for an FTE review within seven days of the last day of instruction.
 - i. *As a best practice, sponsors are recommended to review FTE review requirements with their schools annually and periodically check the condition of records necessary to complete FTE reviews.*

- 7. If possible, ODE will complete student enrollment/FTE review within seven (7) days of closure or suspension and prior to student records being delivered to resident districts.**

- 8. Deliver the original cumulative student records of all current, withdrawn (withdrawn during the current school year and not already delivered to the student's new school), and graduates to each student's district of residence (with printed list of included students) within seven (7) business days of the school's suspension or closure and obtain a signed delivery receipt.**
 - a. Provide the district of residence with a printed list of all student records they are receiving.
 - b. Records must be placed in a box and arranged in alphabetical order.
 - c. Place a printed list of the student records on the outside of each box of records.
 - d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
 - e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.

- 9. Deliver the original SPED student records to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.**
 - a. Provide the district of residence with a printed list, in alphabetical order, of all SPED student records they are receiving.
 - b. Records must be placed in a box and arranged in alphabetical order.
 - c. Include a printed list of the special education student records inside of each box to ensure student confidentiality.



- d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.

10. Deliver the student records of all withdrawn and graduates to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.

- a. Provide the district of residence with a printed list of all student records they are receiving.
- b. Records must be placed in a box in alphabetical order.
- c. Place a printed list of the student records on the outside of each box of records.
- d. Obtain a signed delivery receipt from the residential district with the printed name, signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.



Section G: Financial Review and Notifications includes completing a review of the financial records within seven days of notice of suspension or closure.

1. Compile List of Creditors and Debtors.

- a. Compile a listing of Creditors. The list may include, but not be limited to, the following categories:
 - i. Contractors to whom the school owes payment.
 - ii. Lenders
 - iii. Mortgage holders
 - iv. Bond holders
 - v. Equipment suppliers
 - vi. Secured and unsecured creditors
 - vii. Persons or organizations who owe the school fees or credits.
 - viii. Lessees or sub-lessees of the school
 - ix. Any person or organization holding property of the school.
- b. Compile a listing of all debtors. That list may include, but not be limited to, the categories listed above under Creditors.

2. Notification to all Creditors

- a. Solicit from each creditor a final accounting of the school's accrued and unpaid debt.
 - i. Compare the figures provided with the school's calculation of the debt and reconcile.
 - ii. Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.
 - iii. Schools having elected 'reimbursing' status for unemployment insurance must contact the Ohio Department of Job and Family Services, Office of Unemployment Insurance Operations to determine unemployment insurance liability.

3. Notification to all Debtors

- a. Contact all debtors and request payment.
 - i. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency.
 - ii. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.

4. Notification to vendors and termination of contracts

- a. Notify utilities, insurance, landlord, banks, bond holders, contractors, etc., of potential default date and when last payment will be made.
- b. Notify all contractors of school closure and cessation of operations.
- c. Retain records of past contracts and payments with proof that they were paid in full.
- d. Terminate contracts for goods and services as of the last date such goods or services will be needed.
- e. Instruct contractors to remove any contractor property from the school by a certain date (e.g., copying machines, water coolers, other rented property).
- f. Maintain telephone, gas, electric, water, insurance and directors and officer's liability insurance long enough to cover the time required for all necessary closure procedures to be complete.



5. Review of budget and cash balances to ensure funds through closure process.

- a. Review budget and current-year expenditures to date to ensure that funds are enough to operate the school through the end of the school year, if applicable.
- b. Emphasize the legal requirement to limit expenditures to only those in the approved budget, while delaying approved expenditures that might no longer be necessary until a revised budget is approved.
- c. Acknowledge that there are unique expenditures associated with school closure and that the parties will meet to identify these expenditures and funding sources.
- d. Ensure that the school continues to collect revenues included in the school's budget, if applicable.
- e. Make revisions to closure and associated expenses while prioritizing continuity of instruction. The revised budget should include funding to ensure the school's treasurer is engaged to complete the closure process.

6. Terminate Operator (EMO/CMO) Agreement

- a. Review the operator agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires. Actions include:
 - i. Request a final invoice from the operator and a final accounting of any retained school funds and the status of grant funds.
 - ii. The school and the operator should agree upon how the company will continue to provide educational services until the last day of instruction.
 - iii. The school and the operator agree when other services including business services will end.

7. Notify all funding sources, charitable contributors, grants, etc.

8. Final Reporting of all EMIS items (staff, student, and fiscal)

- a. The community school governing authority's designees (school administration, treasurer, fiscal officer, etc.) must report all necessary information regarding students, staff, financials, etc., in EMIS. Please check the EMIS Manual and reporting schedule for details.

9. Preparation of year-end financial statements

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare the itemized financials (subject to revision based on Auditor of State's final audit) to include year-end financial statements, notes to the financial statements and federal awards, if applicable. These financials should include the following items:
 - i. Cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date.
 - ii. List of investments in paper (hard copy) format.
 - iii. List of all payables and indicate when a check to pay the liability clears the bank.
 - iv. List of all unused checks (collect and void all unused checks).
 - v. List of any petty cash.
 - vi. List of bank accounts, closing the accounts once all transactions are final.
 - vii. List of all payroll reports including taxes, retirement, or adjustments on employee contract.
 - viii. Lists of all accounts receivable.
 - ix. List of assets and their disposition



10. Establish approved order of Vendors to be Paid.

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must utilize only state dollars, auction proceeds, and any other non-federal dollars to pay creditors in the following order:
 - i. Retirement funds of employees of the schools, such as 401Ks.
 - ii. STRS/SERS retirement systems teachers and staff.
 - iii. Teachers and staff salaries.
 - iv. Unemployment insurance, if applicable.
 - v. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs.
 - vi. Any remaining funds are to be paid to the Department of Education.

Section H: Disposition of Assets

1. Establish a comprehensive Asset listing for the school by fund.

- a. The community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority must establish a check off list of assets including all inventory with proper USAS codes, state codes, and the price of each item and identify the source of funds; in the case of donated items follow the accounting guidance.
 - i. *NOTE: ORC 3314.0210, effective 02/01/2016, states when an operator or management company purchases furniture, computers, software, equipment or other personal property for use in the operation of a community school under this chapter with state funds that were paid to the operator or management company by the community school as payment for services rendered, such property is property of that school and is not property of the operator or management company. When a community school permanently closes and ceases its operation as a community school, any property that was acquired by the operator or management company of the school in the manner described in this section shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Revised Code.*

2. Separate Identification of Federal assets valued over \$5,000.

- a. Unless otherwise described below for the Public Charter Schools Program and the National School Lunch Program, all items purchased with federal funds may be sold at auction. However, for any item with a value of \$5,000 or higher, the item must be labeled on the disposition of assets record as having been purchased with federal dollars, along with the purchaser information (name of school or organization and contact).

3. Separate identification of Federal assets purchased with PCSP funds.

- a. The following tasks are the responsibility of the community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority.
 - i. Public Charter School Program assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the Public Charter School Program. If there are no takers, then an auction sale must be held to dispose of the assets along with the state-funded assets.
 - ii. After the above steps have been taken, any remaining assets may be offered to any public- school district with documented board resolutions by the community school and the accepting district.
 - iii. Provide the Office of Community Schools with a written report of the property and, if



available, a bill of sale. Completion within 30 days of closure.

4. Separate identification of Federal assets purchased with NSLP funds.

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, is responsible for contacting the Office of Child Nutrition.
 - i. Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition. Contact the Office for Child Nutrition prior to proceeding with any liquidation of equipment. Liquidation should be completed within 30 days of closure.

5. Establish Fair Market Value

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish the fair market (initial and amortized) value following generally accepted business rules in a transparent manner. The Uniform Commercial Code offers guidelines for liquidating assets in a commercially reasonable manner for all state-purchased assets and federally purchased assets that have a value of less than \$5,000 (ORC 1309.627).
 - i. *Note: Essentially, the price should be at the current price in any recognized market at the time of disposition or otherwise consistent with reasonable practices among dealers in the type of property subject to disposition. The school's governing authority's capital assets policy also should be followed. If an asset has no market value and the school is planning to dispose of the asset at a public auction, the school should still place a minimal value on the item.*
 - ii. As a best practice, sponsors are advised to periodically review the schedule of assets and accompanying value to ensure that records are up to date.
- b. In the case of a mid-year suspension or closure, the treasurer should complete the necessary review within seven days (7) of notice. In the case of closure at the conclusion of the school year, review should occur no later than May 1 prior to closure.

6. Designation of Individual with legal authority for payment processing

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must identify staff who will have legal authority for payment processes (checks, cash, credit cards, etc.) and make designation within seven days following notice of suspension/closure.

7. Board approved Disposition plan for assets

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish a disposition plan for all remaining assets. Disposition of remaining assets should be completed within 14 days of closure.

8. Notification of Public Auction

- 9. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must notify the Office of Community Schools and then the public media (print, media, radio) of the date, time, and location of the asset and/or property disposition auction. Notification shall take place within 30 days' notice of suspension or closure. Board resolution for assets transferred to another public school at no cost.**



- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must provide board resolutions and minutes of any assets transferred at no cost to another school. In the case of a mid-year closure, a plan for disposition of assets shall be completed within 14 days of notice or closure.

10. Identify any Ohio Facilities Construction Commission guarantees.

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

11. Notify the Ohio Facilities Construction Commission of the closure.

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

12. Offer assets acquired from public districts back to district at Fair Market Value

- a. Consistent with ORC Section 3314.051, the community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, shall offer real property acquired from a public-school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner.

13. Prepare documentation on the sale of assets.

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must track the sale of items in addition to establishing a fair market value for each item and have supporting board resolutions for donation of items to another community, other public school, or nonprofit entity.

Section I: Final Payments and Adjustments

1. Final Payments to All Vendors

- a. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; payables (any money owed to another).

2. Completion of Final Audit

- a. Submission of the final audit report as presented by the Ohio Auditor of State's Office. **(Note: The final audit identifies the amount of funds on hand and any outstanding liabilities at the time the audit was completed.)**

3. Send Remaining Funds to ODE

- a. Send all the remaining funds to the Ohio Department of Education, Office of Budget and School Funding for final disposition. **(Note: Sponsors will work with the school treasurer to account for any funds that remain after all outstanding bills are paid. All of a school's unexpended funds must be accounted for and returned to the Department.)**

4. Close all Bank Accounts.

- a. The treasurer shall direct all bank accounts to be closed.
 - i. Remaining checks shall be destroyed.



Section J: Quarterly Reporting; Dissolving the community school; Notifying the Secretary of State and IRS

1. **Sponsors provide quarterly reports** on the progress made of all suspension and closing procedures.
 - a. Submit this progress report via Epicenter by July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1 until suspension or closure process is complete.
2. **The governing authority adopts a resolution to dissolve the school** and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
 - a. The governing authority adopts a resolution to dissolve the school and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
 - b. Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve.
 - c. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution.
 - d. Consult with the school's attorney for further details.
3. **After the resolution to dissolve is adopted, dissolve the corporation** by delivering to the Secretary of State for filing articles of dissolution setting forth:
 - a. Name of the nonprofit corporation.
 - b. Address of the nonprofit corporation's principal office.
 - c. Date dissolution was authorized.
 - d. If dissolution was authorized by the directors, a statement to that effect.
 - e. If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve.
 - f. Provide additional information the Secretary of State determines is necessary or appropriate.
4. **Notify IRS** of the closing of the school and/or dissolution of nonprofit corporation.

ATTACHMENT 4.1
CONFLICT OF INTEREST POLICY

1. School Conflict of Interest Policy

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

Ethics Policy

The Board of Directors acknowledges that each Board member, by virtue of their membership on the Board of Directors, is subject to Chapter 102 of the Revised Code (the “Ohio Ethics Law”) and Revised Code Sections 2921.42, 2921.43, and 2921.44 (the Related Statutes”). All School officials that meet the definition of “Public Official” or “Public Employee” as used in the Ohio Ethics Law and Related Statutes are also expected to comply with these laws.

Ohio Ethics Law – Revised Code Chapter 102

Section 102.03(D) of the Ohio Ethics Law prohibits a public official or employee from using or authorizing the use of the authority or influence of office or employment to secure anything of value or the promise or offer of anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

Similarly, Section 102.03(E) prohibits a public official or employee from soliciting or accept anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

As used in the statutes referenced above, “Anything of value” includes money, goods, chattels, future employment, interest in realty, and "every other thing of value". Whether an influence is “substantial” is determined based on the value of the thing and depends upon particular facts and circumstances. Whether an influence is “improper” is determined based on the source of the thing of value, for example, parties doing or seeking to do business with the School, its Board or employees, or where it could impair a Board member’s objectivity and independence of judgment regarding his/her official actions and decisions.

A Board member may avoid a conflict under R.C. 102.03(D) and (E) by disclosing the conflict to the rest of the Board and abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in its Conflict of Interest Policy when confronted with situations to which the Ohio Ethics Law applies.

Related Statutes – Revised Code Sections 2921.42, 2921.43, and 2921.44

2921.42(A)(1)

Revised Code Section 2921.42(A)(1) prohibits a public official from knowingly authorizing, or employing the authority or influence of the public official’s office to secure authorization of any public contract in which the public official, a member of the public official’s family, or any of the public official’s business associates has an interest.

For purposes of the Related Statutes, “public contract” means, the purchase or acquisition, or a contract for the purchase or acquisition, of property or services by or for the use of the state, any of its political subdivisions, or any agency or instrumentality of either...”. “Family Member” includes spouse, parent, grandparent, child, grandchild, sibling, step-child, and any other person related by blood or marriage to the public official and residing in the same household.

A Board member may avoid a conflict under ORC 2921.42(A)(1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in its Conflict of Interest Policy when confronted with situations involving ORC 2921.42(A)(1).

2921.42(A)(3)

Revised Code Section 2921.42(A)(3) prohibits a public official from occupying any position of profit in the prosecution of a public contract which she or the Board authorized, and which was not let by competitive bidding to the lowest and best bidder during the while the Board member holds a position on the Board or within one year thereafter.

A Board member occupies a position of profit when he or she receives some financial gain or benefit that is definitely and directly related to the carrying out and completion of the contract.

2921.42(A)(4)

Revised Code Section 2921.42(A)(4) prohibits a public official from having an interest in the profits or benefits of a public contract entered into by or for the use of the public office with which the official is connected. Only direct and definite interests are prohibited.

There is an exception to the general prohibition against having an interest in a public contract. Revised Code Section 2921.42(C) allows that the prohibition would not apply if all of the following are true: (i) the subject of the contract must be necessary supplies or services for the public office, (ii) the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the public office as part of a continuing course of dealing established prior to the public official becoming associated with the public office, (iii) treatment accorded to the public office must either be preferential to or the same as that accorded to other customers in a similar transaction, and (iv) the entire transaction is conducted at arm's length, with full knowledge by the political subdivision or governmental agency or instrumentality involved, of the interest of the public official, member of the public official's family, or business associate, and the public official takes no part in the deliberations or decision of the political subdivision or governmental agency or instrumentality with respect to the public contract.

2921.43(A)

Revised Code Section 2921.43(A) prohibits a public servant from knowingly soliciting or accepting improper compensation (a) other than as allowed by ORC 102.03 (G), (H) and (I), to perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties.

2921.43(B)

Revised Code Section 2921.43(B) prohibits a public servant from soliciting or accepting anything of value for their own personal or business use or for the business or personal use of another public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee's compensation, duties, placement, location, promotion or other material aspect of employment.

2921.44(D)

Revised Code Section 2921.44(D) prohibits a public official from recklessly creating a deficiency, incurring a liability, or expending a greater sum than is appropriated by the general assembly for the use in any one year of the department, agency, or institution of the state with which the public official is connected.

2921.44(E)

Revised Code Section 2921.44(E) prohibits a public servant from recklessly failing to perform a duty expressly imposed by law with respect to the public servant's office, or recklessly do any act expressly forbidden by law with respect to the public servant's office.

2924.44(G)

Revised Code Section 2921.44(G) states that any community school fiscal officer that is convicted of or pleads guilty to dereliction of duty is disqualified from holding any public office, employment, or position of trust in this state for four years following the date of conviction or of entry of the plea, and is not entitled to hold any public office until any repayment or restitution required by the court is satisfied.

ATTACHMENT 5.2 FACILITIES PLAN

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

ATTACHMENT 5.2 FACILITIES PLAN

1. Detailed description of each facility used for instructional purposes, containing the address and grades served;

TIS serves students in grades K through 8 in the newly renovated St. Luke's Hospital building located at 11327 Shaker Boulevard, Suite 200E, in Cleveland, OH 44120. The school occupies 41,119.5 square feet on four floors throughout the building. The lease term is for ten years and began in July of 2013.

The school has 18 classrooms averaging about 750 square feet for regular instruction, art, music, and a science lab. The school has a large library which also doubles as a classroom/meeting room and is shared amongst the other building tenants when school is not in session. The school has exclusive access Monday through Friday from 8:00 to 6:00. There are about 4 smaller instruction rooms for Special Education, Title I, or other small group instruction, as well as private offices for health, counseling, speech therapy, etc. Two of the four floors house the majority of the classrooms and each of these floors also has a teacher work room and a mentor reading nook. The ground floor consists of the historic lobby (used as the cafeteria) and the auditorium/gym which is another shared space. The historic lobby (cafeteria), auditorium, art, music, and science labs are primarily shared with Boys and Girls Clubs, who serve about 100 TIS students after school and during the summer. The Center for Families and Children has a preschool in the building, and also occasionally uses the gym and/or a small classroom adjacent to the library. Other tenants in the Phase III building include Cleveland Neighborhood Progress, Inc. (the partner who worked to raise most of the funding for the renovation and managed the new market tax credit deal), and the St. Luke's Foundation, established when the hospital closed and a major supporter in the neighborhood. The other two wings of the renovated hospital house subsidized residential units for older adults who meet certain housing eligibility criteria.

2. Annual costs associated with leasing each facility, paid for by or on behalf of the school, if applicable;

- \$169,823 in rent (\$4.13 psf) for the first seven years of the ten-year term, increasing to \$411,195 in years eight and nine, and 415,306.95 in year ten (approx. \$10.00 psf).
- \$150,000 in CAM (Common Area Maintenance) includes elevator maintenance, landscaping, snow removal, outdoor and lobby lighting and cleaning, garbage removal, etc.
- \$52,000 in electric bills (estimate), other utilities are covered in CAM.

3. Annual mortgage principal and interest payments that are paid by the school, if applicable;

Not applicable

4. Name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any; and
 - St. Luke's Phase III Master Tenant LLC is the landlord
 - Friends of Breakthrough (Breakthrough Charters School's support organization) does own the leveraged loan included in the new market tax credit deal.
5. If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable.

Not applicable

ATTACHMENT 6.3 EDUCATIONAL PLAN

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

If the School operates as an internet- or computer-based community school, the description must include, at a minimum:

- a. A description of the filtering device or computer software used to protect students from access to materials that are obscene or harmful
- b. A plan indicating the number of times a teacher will visit each student throughout the school year and the manner in which those visits will be conducted
- c. The address of the central base of operation

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

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

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

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

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

If the School has a Preschool, the description of the must include, at a minimum:

- a. Characteristics of the students the School expects to attract
- b. Ages of students eligible for preschool admission
- c. Description of preschool curriculum
- d. Description of how program complies with R.C. 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in the Ohio Administrative Code.



IRN: 133215

Attachment 6.3: Educational Plan

The Educational Program of The Intergenerational starts with and is derived from the school's Mission Statement. It is based on a shared set of school values and an educational philosophy compatible with understandings about human growth and learning obtained from research in child development including cognitive and developmental psychology.

The curriculum has evolved and been reviewed and revised to align with the Ohio Common Core standards and model curriculum in English Language Arts and Mathematics as well as the new Ohio standards and model curriculum for Social Studies and Science.

Mission Statement

The Intergenerational School connects, creates and guides a multigenerational community of lifelong learners and spirited citizens.

This mission statement is the foundation from which all school decisions are made. There are several key components that are purposively included:

Community: First and foremost, TIS wishes to create a true community of individuals that transcends traditional age barriers. This community is organized around the central activity of learning. The community includes children, faculty and staff, family members, community volunteers, and collaborating community organizations.

Multigenerational: TIS welcomes learners of all ages to participate together in the learning life of the school. The idea that age is not a relevant variable upon which to base a school structure is evident throughout the design. Students learn in multi-age classrooms, where older students serve as role models and can assist younger students. Younger students can see what their own learning can and will become. The full life span is represented at TIS well beyond the traditional elementary school community of students, staff, and parents. From high schoolers and college age students who come to mentor, to our beloved senior citizens who impart their wisdom and caring, as well as emergent preschoolers through our partnerships, all ages come together.

Lifelong learning: TIS strives to develop in its students the inclination for lifelong learning and the tools to be an effective lifelong learner. Every staff member as well as family members and community volunteers are expected to exemplify and model this concept on a daily basis.



Spirited citizens: Students of all ages at The Intergenerational School will acquire the knowledge, skills, and habits to be effective and empowered stewards of their community. The school community will make sound and principled decisions, and communicate and advocate effectively for the community good. Students are expected to apply the knowledge gained to the task of understanding and improving their own communities through service learning and other forms of community service.

TIS strives to exemplify a standard of excellence in all its endeavors. This applies to student learning as well as to quality of school life for faculty and staff, community collaborations, and all aspects of how TIS goes about the task of accomplishing its mission. Students will meet rigorous standards of achievement in the core curriculum areas of language arts, mathematics, science, and social studies.

Students learn by participating in a student-centered, experiential learning environment. TIS provides rich and holistic learning experiences so that students can know themselves as learners and can make effective decisions about their own learning. TIS adopts a process-oriented approach to learning, but balances that with the goal to develop in students certain specific skills that are needed for educational and life success.

School Values

The school community learns and lives a distinct set of values. These values include:

personal integrity, work ethic, choice and accountability, celebration of diversity, interpersonal skills, shared and responsible use of resources, and honoring the interconnected web of life and time.

These values are a statement of what the school holds important. Having a shared set of agreed upon values is important for a true community of learners. Not only are these school values taught in the classroom, but all members of the school community are expected to honor and demonstrate these values.

Educational Philosophy and Instructional Design

The educational philosophy of the school is grounded in two main beliefs:

- Learning is a life-long developmental process
- Knowledge is socially constructed in the context of culture, experience, and community

TIS believes that all individuals are capable learners. Each individual brings a unique constellation of talent, interest, experience, and cultural heritage to the learning situation. Learning takes place best in an environment where such differences are valued and respected. Individuals in such an environment work together to investigate topics and questions that are personally meaningful and important. Teachers and learners strive together to attain the knowledge, skills and attitudes that enable them to participate powerfully in their families and their communities, both local and global. Such knowledge,



skills and attitudes are broad and encompass literacy, aesthetic appreciation, social responsibility, and a deepening of the understanding of what it means to be human. The pedagogical hallmarks of a classroom with these goals at heart are shared power and choice, explicit modeling, collaboration, and direct teaching in response to observed needs and interests.

The educational design of TIS is unique and innovative. The learning community exists at the conflux of three interactive and interdependent components of the school: the curriculum, the educational philosophy and instructional design, and the values. In other words, the curriculum is derived from and is entirely consistent with both the educational philosophy and with the values of the school. The values by which the school community functions are studied as a part of the curriculum and provide the foundation for the educational philosophy. Every aspect of the functioning of the school as a learning community must be consistent with the values, amenable to study as a part of the negotiated curriculum, and based on the beliefs about learning that form the educational design. This design may be conceptualized as follows:

Academic Goals

With the development and adoption of the Ohio Academic Content Standards (Social Studies, Science) and the Common Core Standards (ELA and Mathematics), Ohio schools have a clear statement of what Ohio school children are expected to learn and be able to demonstrate at certain benchmark points in their education. TIS adopts these standards as the basis for the developmental curriculum (*as Ohio has continued to revise its standards and further develops a model curriculum in each content area, TIS will continue to re-align its own curriculum to be consistent with Ohio expectations*). Students at TIS are expected to attain the benchmark standards within the broad grade-level bands. However, TIS utilizes a framework for instruction based on developmental stages (to be described subsequently) rather than on age-based grade levels. In other words, TIS expects its students to get to the same end-points, but to get there in a different way. This “unconventional way” is, of course, the rationale for Community Schools in the first place.

TIS does not give equal emphasis and equal classroom time to all curriculum areas in each developmental stage. At the earliest stages (Emerging and Beginning), the greatest focus is on English Language Arts (Reading and Writing) and Mathematics. In order to be a lifelong learner and spirited citizen, one must be competent in these areas. Through thematic studies, teachers integrate ideas from social studies and science into classroom instruction, but the focus is on the teaching and learning of literacy and mathematics. Similarly, instruction in the arts, health and wellness, and technology are secondary to literacy and mathematics in these early stages of learning.

In the later stages of development (Developing, Refining, and Applying), TIS students further hone literacy and mathematics skills and understandings and then use this knowledge to study science and social studies in much greater depth. The TIS curriculum encourages less breadth and more depth in how students approach their studies, believing this approach is more valuable to the development of lifelong learners. In the final year at TIS, students are expected to demonstrate their attainment of the school's mission by designing, completing, presenting, and evaluating a community service project.

This emphasis on literacy and mathematics first is reflected in the TIS assessment framework as well as in the revised Ohio standardized testing program.

Student Outcomes

Students who complete the TIS curriculum will demonstrate the following broad exit competencies:

A. Core curriculum areas

1. Literacy
 - Reading: Students will read proficiently with fluency and comprehension for personal enjoyment and to gain knowledge.
 - Writing: Students will write effectively with clarity, correctness, and purpose to accomplish personal and community goals.
 - Communication: Students will use effective listening and speaking skills to both gain and present information in group settings.
2. Mathematics: Students will use mathematics to categorize, quantify, describe, compute, and solve problems related to the real world.
3. Science: Students will use the scientific method as a basis to observe, describe, hypothesize, and investigate questions about natural phenomena in the real world.
4. Social Studies: Students will use the social studies to responsibly participate in democratic communities.

B. Supplemental and enrichment curriculum areas

1. Artistic Studies: Students will understand and use art and music in the context of history, culture, personal experience, and as self-expression.
2. Technology: Students will gain proficiency in the use of technology for purposes of communication, information access and work force applications.

3. Wellness and Health: Students will become knowledgeable about, value, and participate in a healthy lifestyle.

Developmental Stages of Learning and Benchmark Indicators

Instruction at The Intergenerational School is organized by developmental learning levels rather than by the more arbitrary age-based grade levels that are common in education. As a non-graded, developmental school, benchmarks are based on academic developmental stages that have only approximate correspondence to age/grade. The following chart describes these approximate relationships:

The stages used are:

Primary Cluster (Ohio's K-2 curriculum is taught)

- Emerging Stage. Children pretend and experiment with the tasks. For example, children turn the pages of a book and “pretend” to read by telling the story. Scribble writing may be the first type of writing that a child experiments with. (Benchmarks are based on end of Kindergarten state expectations.)
- Beginning Stage. Children are just beginning to be able to do learning tasks independently. (Benchmarks are based on end of 2nd grade state expectations.)

Developing Stage: (Ohio's 3-4 curriculum is taught)

- Developing Stage. Children are now analyzing the task and developing a fuller understanding of the individual skills that are part of the task as a whole. For example, spelling patterns may be analyzed and studied. (Benchmarks are based on end of 4th grade state expectations.)

Refining Stage: (Ohio's 5-6 curriculum is taught)

- Refining Stage. Children are proficient at the task and are coming to understand the more complex aspects of it. For example, in reading children are learning strategies for understanding different types of fiction and nonfiction text. (Benchmarks are based on end of 6th grade state expectations.)

Applying Stage: (Ohio's 7-8 curriculum is taught)

- Applying Stage. Students have solid reading, writing, and math skills and apply these to topics of study, particularly in social studies and science. This is the stage at which students are expected to demonstrate a high level of independence and accountability in preparation for success at a high performing high school. (Benchmarks are based on end of 8th grade state expectations.)

- **Capstone Requirements.** Each graduating student from The Intergenerational Schools is expected to demonstrate school leadership and spirited citizenship through community service hours. Each graduating student is expected to give a senior speech to the school community. These requirements are in addition to meeting the Applying Stage benchmarks.

Page Break

Students are encouraged to progress through the developmental stages as quickly as is possible. However, it is recognized that students cannot be successful if asked to learn ideas, strategies, and skills for which they are not yet developmentally ready. Children who enter school lacking expected or desirable preparation must be given the time to acquire such prerequisite skills. Just as in other public schools, individual students may require a longer period of time to achieve a given level of proficiency. In each core curriculum area, TIS has established standards for what constitutes “expected progress.” Students who fail to meet such standards may stay in a stage or cluster for additional time and may require more time to complete the TIS curriculum than the expected 9 years (Kindergarten through 8th grade).

Similarly, students who show accelerated learning may progress to advanced levels more quickly than would ordinarily be expected. Such students are given opportunities to study topics of interest in depth, to develop independent learning projects and/or community service learning projects and to explore advanced topics such as Algebra I.

Transition from one stage to the next can occur *at any time of year* based on demonstrated attainment of stage benchmarks (generally at an 80% to 95% standard depending on the assessment). This is in marked contrast to traditional grade levels, where grade promotion or retention occurs only at the end of an academic year and students are often moved ahead without the necessary solid foundation for success. In such a structure, children may be forced to advance when not ready or repeat a grade when they have already mastered a portion of the required curriculum. At TIS, the learning journey is appropriate and continuous for each individual.

Specific learner goals and outcomes are developed to be consistent with the State of Ohio Academic Content Standards, as well as with the standards written by professional educational associations (e.g., NCTM, NCTE). Although listed here as separate items, each strand of the curriculum is interconnected and woven into other strands.

The TIS curriculum document specifies the learner outcomes by developmental stage, the benchmarks or criteria for completing each stage, the instructional strategies teachers should use, the standards for which TIS will be accountable, and the assessment framework.

Innovative Strategies for Teaching and Learning

a) Beliefs about Learning

The instructional design is based on fundamental beliefs about how individuals learn. NSIS believes that learning occurs best when

1. Students take risks in a safe, supportive, and stimulating environment
2. Learning is authentic and for meaningful purpose
3. The focus is on what the child can do, not on his/her shortcomings
4. There are explicit and high expectations of excellence, hard work, responsibility, and accountability
5. Learning is conceptualized as a life-long, developmental process
6. Understandings are constructed by the learner over time
7. Learning is thoughtfully reflective.
8. There is a regular, thoughtful and authentic assessment process that involves teachers, students, and parents.

b) Instructional Design Elements

1. Non-graded, multi-age groupings

Classroom groupings are based on developmental learning stage rather than on age (i.e., grade level). Since children vary in the age at which skills and competencies are mastered, developmentally based classrooms will span several ages. Classrooms will also incorporate adult and older adult learners who are participating in the intergenerational programming. Decisions about how to group students are made based on developmental needs and learning interests. Groupings are also flexible; students may move into different groupings as learning needs evolve.

2. Individualized learning and instruction

Instruction and frequent assessment go hand in hand, so that teaching is directed to what each individual student needs to know in order to be successful on the particular task at hand.

Teaching may be directed toward the whole class, toward a small group with a common learning need, or toward an individual.

3. Mentoring/apprenticeship model

The predominant teaching model is apprenticeship. The teachers, other adults (including seniors) who participate in the school and more skilled peers all provide the model of a skilled practitioner. Through demonstration, explicit modeling, and mentoring, teachers enable the student to create closer and closer approximations to the target competency.

4. Real-world experiential learning/ Interdisciplinary approach/ Inquiry-generated and project-based learning

Teachers and students learn through engagement in real-world activities. Students learn by doing. They examine all aspects of a theme or topic from an interdisciplinary stance. Teachers develop topics for classroom investigation from student interests and questions, themes, projects, and content areas delineated in the curriculum. Topics may be broad and encompass an entire year of study, or shorter units that are of several weeks duration. In general, the older the student, the more extended and in-depth the study will be.

5. Collaborative curriculum planning

Although the curriculum provides the broad outline of the skills and competencies to be developed, the students and teachers collaborate and negotiate to determine the specific foci of their inquiry. The process of collaboration also extends to the setting of learning goals and the assessment of progress toward those goals.

6. Authentic and normative assessment

Since a developmental learning model requires extensive knowledge of each student, TIS incorporates a great deal of assessment into regular classroom activity. In the earliest years, assessment is largely of an authentic and formative nature. TIS has incorporated key elements of the Ohio Screening and Diagnostic Tests into the TIS assessment framework. From grade level equivalent of 2 through grade 8, students are also assessed three times a year using the NWEA MAP assessment in Math, Reading and Science (for grades 5 & 8). We also use the Bridges math curriculum and assessments. We use these scores and the Linking Data spreadsheet to determine the students who may need to benefit from intervention. Beginning at the third grade equivalent level, TIS students are also assessed by state tests as required by the Ohio Department of Education. Standards of performance for all assessments are included in the curriculum. Finally, students in their last year at TIS are expected to write and deliver a senior speech and complete a prescribed number of community service hours in addition to

meeting academic benchmarks in ELA and Mathematics. Thus students must demonstrate that they have attained the goals of the mission statement as a lifelong learner and spirited citizen.

c) Intergenerational Learning Paradigm

There are mutual benefits to older and younger persons engaged in an intergenerational community. Some of the value for older persons has been described as increased ability to remain productive, applied use of skills accrued over a lifetime, successful interaction with young people, development of new friendships, and decreased loneliness and isolation (Scannell and Roberts 1994). In particular, many older adults have expressed a sense of fulfillment from co-learning experiences and the chance to pass on life experiences and skills to others. In the area of literacy, for example, adults who participate in intergenerational family literacy programs show more growth in literacy skills than do adults who participate in adult only programs. The benefits to children are equally significant, as demonstrated in the many mentoring, tutoring and foster care programs across the country. The multi-age model proposed also has benefit for middle aged members of the learning community. Although the youth and seniors are the most direct participants, the middle aged teachers, researchers, parents, and members of the neighborhood are actively engaged in co-learning relationships that provide a multitude of benefits:

Benefits to young learners:	Benefits to Senior Learners:	Benefits to Middle-aged Participants:
Natural affinity for seniors	Natural affinity for youth	Natural affinity for other generations
Connections to older generations	Contribution to upcoming generation	Adult education opportunities
Personalization of history	Appreciation of own place in history	Appreciation of continuity and change
Greater individual attention	Eager audience for sharing life stories	Greater community involvement
Appreciation of senior wisdom	Appreciation of youth curiosity/expertise	Appreciation of intergenerational sharing
Respect for individual differences	Developing relationships with youth	Intergenerational research opportunities
Knowledge of the human life cycle		

Support for risk-taking	Knowledge of the human life cycle	Knowledge of the human life cycle
Learning through teaching	Support for risk-taking	Support for risk-taking
	Learning through teaching	Learning through teaching

TIS has become recognized for and continues to evolve opportunities for intergenerational learning. Most notably, **TIS won the national Eisner Prize for Excellence in Intergenerational Programming last year.** Many programs are in place and new ideas are always being actively explored and developed. TIS has increasingly developed ways to evaluate and improve on these programs. Programs have been developed to include seniors with diagnosed memory or other cognitive and health impairments.

Some of the signature intergenerational programs include:

- Reading Mentors
- Math Tutoring and Enrichment
- Weekly Clubs-where seniors share their passions with students (knitting, photography, etc.)
- Nursing Home partners-every classroom adopts the residents at a local long term care facility to visit at least once per month
- Intergenerational drama productions
- High school and college student mentors-who do a variety of activities including health fairs, homework help, museum explorers, etc.
- Professional training collaborations (education, nursing, and medicine)

d) Research based

In keeping with the reform goals set forth by the Ohio Department of Education, TIS offers the following educational innovations which are based on current knowledge and theory regarding how individuals learn best:

- Research-based educational practices and instructional methods that enhance student learning
- Flexibility in designing instruction and curriculum that meets a diversity of educational needs
- Assessment practices that contribute to the development of individualized learning plans
- Small class size and school size
- Real world connections and applications to learning
- Multi-age, cross curriculum co-learning experiences
- Strategies and programs to actively engage parents, older adults, and community members in voluntary leadership, learning and mentoring opportunities

e) Non-classroom Instruction

Learning takes place in many settings both in and outside the classroom setting. Following is a list of non-classroom based learning opportunities:

6.3 a. *Non-classroom-based, including (if applicable):*

- i. *Intergenerational Programming:* As part of fulfilling our mission statement, each classroom will have meaningful experiences involving the elderly members of the community. The multigenerational activities may be on or off campus. The activities may include but are not limited to: reading, singing, drama, dancing, oral history, arts & crafts, and conversing.
- ii. *Mentors:* TIS uses reading mentors to share a love of reading with students. The volunteers range from college age to seniors. The mentors volunteer for one to several hours per week. Mentors offer the students the chance to read and share a book, and much needed one on one time, which enhances the socio-emotional well-being of the both the mentor and mentee. Several times per year the mentors are formally thanked for their service which teaches the students kindness and gratefulness.
- iii. *Community Partnerships:* TIS continuously engages and forges new partnerships with a variety of community partners to enhance the students learning experience and to build community relationships. The largest partnership is with Boys and Girls Club, which shares a portion of our space for their after school programming. We also have had a long standing relationship with CWRU Nursing program, as a field school and the nurses teach our students health lessons as a culmination project.
- iv. *Field Trips with academic enhancement component:* Teachers offer age and course appropriate field trips, focused on expanding student knowledge and experience with specific academic content and college and career ready learning opportunities. Some trips our students have participated in include visiting the Natural History, the Federal Reserve, the Western Historical Society, and Lake Farm Park.
- v. *Credit Flex or College Credit Plus:* We reach out to parents of our sixth, seventh and eighth grade students every spring to provide information about the College Credit Plus program. To date, we have had no family pursue this option. Credit Flex is available to eighth grade students who are ready to take high school courses. This has not been utilized, as our students are not typically accelerated enough for this option.
- vi. *Tutoring:* Our intervention time is embedded in the school day.

- vii. *Career:* During Social Studies students spend time on career exploration and the options and requirements for a variety of professions. In grades 7 & 8 a speakers are brought in from community businesses to enhance understanding of specific careers in which students have shown an interest.
- viii. *Learning on contingency days or while a student is suspended/expelled:* Students that are out of school for extended illness/hospitalization are placed on home instruction at the school or mutually agreed upon venue for at least 5 hours per week with an HQT teacher.
- ix. *Other:* Enrichment activities are offered throughout the year in multiage format. ‘Club times’ are for students in Developing Stage and up. Teacher or volunteers select activities that students sign up for and participate in – in the past they have included: chess, stock market, dance, color guard, flag football, reading etc.

Classrooms also participate in House Groups where the whole school gets mixed up into multiage groups where they have morning meeting. This allows students to interact students from multi ages. Likewise classrooms pair up in multiage partners to be reading buddies. Extracurricular activities are also offered throughout the school year and are open to students in Developing Stage and up. These may include Running Club, Chess Club, Coding Club, Cheerleading, and Basketball.

Learning opportunities which are classroom or non-classroom based are always are considered to be instructional and educational activities as defined in the School’s contract and are: 1) Provided by or supervised by a licensed teacher, 2) goal-oriented, and 3) certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. (OAC 3301-101-02).

- f) The governing body does not intend to seek designation for the School as a STEM school under O.R.C. 3326.032.
- g) The governing body of the School has not approved a registered blended learning plan for the School





Student Behavior Strategies

Expectations for Behavior

A primary goal of The Intergenerational School is to nurture children who share and live their learning lives in accordance with the school's values of personal integrity, choice and accountability, celebration of diversity, interpersonal skills, shared and responsible use of resources, honoring the interconnected web of time and life, and work ethic.

The approach to discipline at The Intergenerational School is intended to develop self-control and self-discipline. An effective school requires that each student be accountable for the choices he or she makes about behavior. We believe that it is possible and desirable for each student to learn to make positive choices that are in the best interest of both him- or herself *and* the learning community as a whole. The discipline policy is intended to help students learn to accept responsibility for their choices and actions; it is not intended to be punitive to a child though undesirable natural consequences may follow from a child's poor choices.

Students are entitled to learn and the faculty is entitled to teach in an environment that is free from disruption. All members of the school community are expected to act with consideration for others, and to treat others as they would like to be treated. Any behavior that significantly interferes with an effective and orderly learning environment is considered to be a violation of the discipline code.

The Discipline Policy requires that each student accept these responsibilities and adhere to the policies and procedures presented herein. Furthermore, each student will be held accountable for behavior that is an infraction of this code of conduct. Such accountability includes accepting disciplinary action. Students committing a serious breach of discipline shall be removed from the school setting according to student removal, suspension or expulsion procedures that are in compliance with ORC 3313.66, 3313.661, 3313.662.

All School Behavior Plan

The Intergenerational School has formulated an all-school plan for promoting positive school behavior. There are five school rules, which are implemented consistently throughout all school settings:

1. Use kind words and actions
2. Follow instructions promptly, the first time given
3. Be where you are supposed to be
4. Keep hands, feet, and objects to yourself

5. Raise your hand and wait to be called on

Teachers review and teach these rules at the beginning of the school year. All students are held accountable for these five rules, no matter what their developmental learning stage. Students are encouraged to view these rules as important to their own learning and the learning of everyone at our schools. Students receive positive feedback from teachers based on showing positive behavior which promotes learning and school citizenship.

The staff uses a strength based positive discipline approach that has 3 parts: positive recognition for following rules, minimizing attention to negative behavior, and consistent consequences for breaking a rule. If a student violates a rule, he/she is directed to complete a brief in-class reset in order to regain self-control and return to the learning activity as quickly as possible. There is no consequence attached to a reset as long as it is completed quickly and correctly by the student.

Failing to do the requested reset properly and without further disruption will lead to progressive disciplinary action and will be document in the Jupiter software system:

1. Removal to “buddy room” to reset.
2. Removal to the Cluster Director classroom to reset.
3. Removal to Assistant Principal to reset.
 - Potential parent contact depending on situation.
3. Emergency removal from school for the remainder of the day.
 - Parent will be notified via Jupiter Grades and/or phone call.
 - Parents are to pick up their child within one hour of initial contact.
 - initial contact means that the school has called emergency contacts listed on student file. Messages left on voicemails/answering machines will count as initial contact.
 - If child is not picked up within one hour of initial contact, they will be suspended for the following school day.
 - Child will not return to class once emergency removal has been initiated.

Students who are not completing proper resets during the school day are likely to be missing important instruction time, not complete required class work, and may not make acceptable academic progress.

These progressive steps do not apply to behavior code violations, which are more serious.

The Nurtured Heart Approach

The Intergenerational Schools use something called The Nurtured Heart Approach (NHA) to build a positive school culture. The basic foundation of this approach is focused on relationships, which perfectly aligns with our mission.

This is not a distinct curriculum or a program that is added on. It is a social emotional strategy that includes acknowledging the inherent goodness within each and every student and transforming negative behaviors into positive behaviors while strengthening the relationship between the student and teacher. The NHA was created and developed by Howard Glasser, who has written several popular books including *Transforming the Difficult Child* (with co-author Jennifer Easley).

All staff are trained on implementing this approach. Parents are invited to learn more about it, and how to implement it at home, in one of the school's evening Life Long Learning sessions. Inquire with the Principal for specific dates.

The Three Main Elements of NHA

1. Refusing to energize negativity (no negative leakage)
 - a. This includes the use of a simple 'reset' to allow the student to stop a negative behavior, focus inward, self-regulate and start fresh, without bringing too much attention to it.
 - b. Resets are NOT punishments, but are simply a moment to regroup and come back to interaction and activity in a better way.
2. Super-energizing success
 - a. "There's always something going right," and we need to bring out the best in our students by reflecting back to them their own inherent goodness to build their inner-wealth.
3. Establishing and implementing clear limits and consequences

All three of these must be used together and with equal emphasis. It is not enough to practice one or two of the three without the other(s).

When students are recognized for their success and positive choices they begin to crave even more recognition for doing the right things, creating a positive culture and strong interpersonal connections where every child is valued.

Providing for Individual Differences

Just as we do not expect all children to crawl or walk at a specific age, we do not expect all children to move through these learning stages on the same timetable. Some children may take longer at a particular stage and then move very quickly through the next stage. We give children the time to fully develop the understandings needed to move successfully to the next stage. Similarly, a child who learns very quickly is encouraged to work at the appropriate level regardless of age.

Teachers will discuss with you the stage at which your child is working in the various areas of the curriculum. Keep in mind that this may not be consistent across curriculum areas; it depends on the child's individual strengths. Each student should be making continuous progress in achieving the learning objectives for their current stage of learning development.



Student assessments include work samples, authentic assessment including teacher-developed assessments of The Intergenerational Schools' learning objectives, classroom tests, Ohio State Diagnostic Assessments, Ohio State Achievement Assessments and some standardized tests. Students actively participate in self-assessment as a means to set goals become more self-directed in their learning.

If a child does not make consistent progress, yet the child is putting in the necessary classroom effort, including turning in satisfactory completed homework, and attends school regularly and on time, the school will first evaluate how the teaching approach or the environment can be changed to better meet that individual child's learning needs. If such interventions do not improve the situation, further assessment of the child's learning strengths and needs will be done. Any child who is identified to have special education needs will receive the appropriate services in accordance with all federal and state law.

Intervention and Special Education Plan

The unique developmental curriculum of The Intergenerational School helps meet the individual learning needs of all children whether they learn differently than most others, have a disability or not, or are accelerated or 'gifted.' In this approach the educational environment supports multiple learning styles and students are not relegated to an arbitrary age- and time-based lock-step system. Learning allows for human variations as opposed to taking the form of an industrialized factory where all children are expected to master things at the same rate. The goal is for each child to receive instruction exactly where they are in their learning and move ahead at their own pace, thus eliminating the need for many of the labels that are traditionally used, and often overused, in schools.

Identifying and labeling a student as having a disability is a last step in our intervention and monitoring process. **TIS uses a tiered approach to intervention.** Tier 1 and Tier 2 interventions are utilized in the classrooms based on formative assessment and close monitoring of student progress. The TIS model understands that, just as children do not learn to walk or talk at the same time, learning is also an individual process. Classroom instruction utilized a workshop environment so that each child is working within his/her Zone of Proximal Development as much as possible. Highly differentiated instruction is the norm. When a child is not progressing, that student receives more intensive classroom based instruction, and more time during the school day to learn the needed skills. Tier 3 interventions may include additional one-to-one or small group work through the Title I program, delivered as push-in and/or pull-out intervention.

If Tier 1-3 interventions have been exhausted and the student is still not making adequate progress, the formal evaluation process outlined by ODE and IDEA is implemented. Thus, TIS start with increasingly intensive interventions and close monitoring prior to considering a special education evaluation. **TIS follows IDEA and adopts all procedures and practices (FAPE, confidentiality, procedural safeguards, evaluations, delivery of services, etc.) from the most current Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities.** The *Ohio Operating Standards* identifies the state requirements and federal Part B Individuals with Disabilities Education Improvement Act (IDEA)



requirements that apply to the implementation of special education and related services to students with disabilities

The evaluation process rarely discovers any information about the student that the classroom teacher does not already know in greater detail from daily individualized instruction and assessment. Moreover, even with identification and development of an IEP, the approach to instruction is generally not changed much. Since the pedagogy is based on best practice teaching and individualization, this is still the best way to teach any child, disabled, gifted or typical. Generally additional services and working with the intervention specialist are specified in the IEP as well as classroom learning objectives.

Progress is monitored for special student populations through assessments linked to the developmental stage of each child, and to the student's IEP goals. Students and their families receive written progress reports based on individual IEP goals each trimester. If students are not making progress, or if the IEP team determines that the IEP needs revision before the yearly review, the IEP is amended so that it meets the child's specific needs.

When walking into any TIS classroom, it is rare to see every child working on the same activity or lesson. Each classroom is composed of an average of 17 multi-age students across a several year age span. This makes implementing a true inclusion model seamless. Both non-disabled and special students are working within a developmental and individualized curriculum, and cannot be distinguished from one another in the classroom setting. This also helps to instill tolerance and acceptance into the school culture.

The intervention staffing at TIS depends on the number of students found eligible for Special Education services, and is in keeping with state mandated staffing levels. Intervention specialists work with Special Students in their general education classroom, small groups, and individually, to insure progress is being made on IEP goals. They also work closely with the general education teachers since Special Education students are educated within inclusive classrooms to the full extent possible. Contracted services also include a social worker, speech therapist, school psychologist, school nurse, ESL teacher/tutor and occupational/physical therapists, based on the services specified in the IEP and/or student need.

The Intervention Specialists, along with at least one administrator, maintain close links to ODE's Office for Exceptional Children to ensure access to all the laws, regulations, and compliance information. Classroom teachers and the Intervention Specialist work together in as a formal team to meet the needs of all students. All teachers have access to professional development opportunities to help tailor the curriculum to each child. In the past year, there has been an increased interest in trainings focused on using technology to accommodate various learning styles, including children with special education needs.

Similarly, the developmental curriculum allows gifted students opportunities to move ahead naturally, once they have demonstrated mastery. Children are not confined to a curriculum solely based on grade



level and age. Gifted students can move ahead in any academic discipline and/or dive deeper into any content areas once they have met the benchmark for their stage of learning, without ‘skipping’ a grade into a new class. With an individualized design all student are being met where they are in their learning, and guided to the next logical step in their own educational process.

The majority of TIS students enter as Emerging stage learners (5-6 years old). All students are screened for language proficiency upon enrollment. Those answering any questions positively on the language screening questionnaire are assessed by a qualified ELL service provider, contracted or staff. Subsequently a plan is developed to meet the needs of that individual student. The goal would be to address the curriculum content the child needs to be successful, as well as the need to achieve English proficiency as quickly as possible.

In the event that TIS has homeless students, or students in or entering foster care, enrolled, the school will work to ensure consistency in the child’s life and staff is trained to provide educational supports and other related opportunities available as well as necessary referrals to health care, dental care, and other health and human services. Homeless and foster children will have the same access to an education at TIS as other children and once identified, barriers such as providing proof of residency, required to enroll, will be waived until the family attains a stable residence or the necessary paperwork. The contracted social worker provides training and assistance to staff (teaching and administrative) to support families in crisis (beyond counseling for the child). A team approach is used to ensure students experience the least amount of disruption possible in these crisis situations, and that they feel supported and encouraged to accept any help that can be provided.

Instructional Leadership

Recognizing that the intergenerational learning model is unique and innovative, TIS looks to its educational leadership and experienced teachers (as well as to the retired founder) to provide mentoring and instructional leadership for the teaching staff.

TIS has identified individuals as Cluster Directors, who participate in hiring decisions, mentoring of new teachers, and teacher evaluation. The cluster director is responsible for ensuring that the TIS model and curriculum are consistently and faithfully implemented throughout each classroom of the cluster. Clusters meet regularly to ensure collaboration among faculty.

Individuals who are both interested in and demonstrate the qualities to move into leadership roles work with school and model leadership to proactively design a program for leadership development.

Calendar and Schedule

School is scheduled to be in session a minimum of 163 days. The instructional day is from 8:00 to 3:00, providing 6.5 hours daily of instruction time (½ hour for lunch). This totals 1059.5 hours of instruction which is more than the 920 hours required for Ohio community schools. This may be reduced in the event that the school is closed for weather or other emergency situations. However the number of hours of instruction will never be less than the 920 required for Ohio community schools.

In addition, up to 6 weeks of additional intervention may be offered to students in need of extra assistance: 1 week in October during fall break, 1 week in March during spring break, and 3 to 4 weeks during summer. Approximately 20-30 students are offered this intervention. These hours are not counted in the 1059.5 figure. This intervention is based on the availability of Title I funding.

A sample daily class schedule for all classes is shown as Attachment 7B. The time spent in each core subject area varies with the cluster as follows:

	Math	Literacy	Soc. Studies	Science	PE/Art.Music/Spanish
Primary	1.5hrs/day	3.0 hrs/day	N/A*	1.875 hrs/week	1.5hrs/day
Dev/Ref	1.5hrs/day	1.5 hrs/day	1.5 hrs/day	1.875 hrs/week	1.5hrs/day
Applying	1.5hrs/day	3.0 hrs/day	N/A *	1.13 hrs/day	1.5hrs/day

*For Primary and Applying Stage cluster, social studies concepts are integrated in literacy instruction. The amount of time spent in each of PE, Art, Music or other “specials” may vary from year to year but the total time will be 1.5 hours daily for all classes.

All classrooms hold Morning Meeting from 8-8:30 daily. This is part of the character education and community building activity of the classroom and, as such, is a core classroom instructional activity. While the activities included (morning message, sharing) involve ELA (through reading and speaking), this time is not specifically included in the literacy hours listed in the chart.

Curriculum

The Intergenerational School utilizes the developmental curriculum that was designed by the founders. This curriculum has a 16-year track record of implementation at TIS.



Just as the school, the students and the staff are works in progress, so is the curriculum. It is a “living document” and will continue to be reviewed, revised, and improved over time.

Less than a “how to” manual, the curriculum is intended to be an empowering tool for teachers. It sets forth the broad strokes of the philosophy, pedagogy and learning and goals and objectives of the school for this information. It is left to the teaching professionals to create the details of lesson planning that makes each classroom both consistent with the curriculum and school model, and a unique example of the curriculum being implemented. Differentiation of instruction is a core expectation for all Intergenerational School teachers. The curriculum describes the desired endpoints or educational outcomes expected of each student for each content area and stage of learning. It is the responsibility of the teacher, as a professional, to design whole class, small group, and individual instruction that enables each student to make sustained and continual progress toward achieving end of stage benchmarks.

TIS adopts the Ohio Academic Content Standards (Common Core Standards in English Language Arts and Mathematics) and model curriculum the basis for the school curriculum. While striving to achieve the same end points, the strands, topics and standards are organized into the 5 developmental stages of learning. All instruction in literacy (reading, writing and speaking), social studies, and science is delivered in the multi-age cluster classrooms. A class size of 16 to 18 (at the older ages) along with a looping model wherein a student generally stays with the same teacher for 2-3 years means that each teacher has intimate and thorough knowledge of each student’s learning, and can plan instruction specifically targeted to the needs of that student. Math instruction is leveled (more similar to grade levels) and each student attends an assigned math class based on math level. Usually this matches the assigned grade equivalent, but not always. All Junior and Senior cluster math classes are held at the same time, as are all Primary cluster math classes to ensure that each student may be placed in the correct math level.

For each core subject, the instructional guide includes the following sections:

- Rationale and background information
- Elements of instruction
- Relationship to other curricular areas
- Meeting individual needs
- References and resources
- Optional: Non-negotiables

ELA and Social Studies are taught by the classroom teacher in an integrated manner. Social studies concepts are often incorporated in literacy through the books that are read and discussed, as well as in the dynamic intergenerational programs. Students read about and write about social studies often. Each classroom teacher also teaches one math class, in the Primary and Junior Clusters. At Senior Cluster, a middle school organization model is used with student rotating to classes for content-specific

instruction. At all levels, reading and writing instruction is integrated across all curriculum areas including art, music and PE.

Science instruction takes a hands-on approach and integrates technology often. Classroom teachers are free to supplement this instruction; Primary cluster teachers especially incorporate science topics into literacy instruction, especially non-fiction reading and writing.

Special classes teachers (PE, Art, Music, and Spanish) are expected to plan instruction based on their own interests and expertise and in alignment with content standards in those fields. In addition, special classes teachers are encouraged to collaborate with classroom teachers in order to broaden and deepen the learning in the core subjects. Special teachers are given broad leeway in instructional planning.

Instructional Materials

Teachers are given broad latitude to select materials that will enable them to meet their students' individual learning needs. However, the following materials are incorporated with supplementation at the teacher's discretion:

Reading

Fountas and Pinnell Guided Reading Program, Lucy Calkins Workshop Approach to Reading, Jennifer Serravallo, The Reading Strategies Book supplemented by a large selection of leveled trade books in school and classroom at all the guided reading levels

Writing

Writing Workshop, Mentor text writing using trade books

Math

Bridges to Mathematics program (Math Learning Center), Primary
Eureka. Engage NY Math Curriculum for Grades 3 – 8
Khan Academy online Math program

Science and Social Studies

Trade and non-fiction books based on topics of study

In all areas, teachers are encouraged to use the myriad of resources available through the Ohio Department of Education website as this is a comprehensive source of lesson plans and other resources.

Assessments and Testing

The following assessment instruments are used to evaluate progress:

Emerging Stage:

- Upper and Lower Case Letters
- Concept of Print Reading and Writing
- Concept of Word
- Writing Portfolio
- K Readiness Assessment
- Guided Reading Level
- Math Comprehensive Assessment [Bridges Comprehensive Assessment]

Beginning Stage:

- Concept of Print Reading
- Dolch Sight Words
- Reading Fluency
- Guided Reading Level
- Math Comprehensive Assessment [Bridges Comprehensive Assessment]
- Ohio Diagnostics Assessments: Reading, Writing, and Math
- NWEA MAP Assessment: Reading and Math
- Writing Portfolio

Developing Stage:

- Reading Fluency
- Guided Reading Level
- Ohio Diagnostic Assessments: Reading, Writing
- NWEA MAP: Reading and Math
- Khan Academy
- Math Comprehensive [Bridges Comprehensive Assessment]
- Writing Portfolio
- Ohio State Test: ELA, Math, and Social Studies (GLE4)
- National Assessment of Educational Practice NAEP (Grade 4: ELA and Math)

Refining Stage:

- Guided Reading Level
- NWEA MAP: Reading, Math, Science (GLE5)
- Khan Academy
- Writing Portfolio
- Ohio State Test: ELA, Math, Science (GLE 5), Social Studies (GLE6)

Applying Stage:

- Guided Reading Level
- NWEA MAP: Reading, Math, Science (GLE8)

- Khan Academy
- Writing Portfolio
- Ohio State Test: ELA, Math, Science (GLE8)
 - National Assessment of Educational Practice NAEP (Grade 8: ELA and Math)

Diagnostic Assessments

Diagnostic Assessments are assessments aligned with the Ohio academic content standards and model curriculum designed to measure student comprehension of academic content and mastery of related skills for relevant subject areas. Diagnostic assessments shall be administered by the School at least once annually for kindergarten through second grade in reading, writing, and mathematics, and for grade three in reading and writing to the following students:

- Any Student who transfers to the School if his/her former school did not administer each applicable diagnostic assessment to the Student in the current school year (must be administered within thirty (30) days from the date of transfer).
- Previously home-schooled Students enrolling at the School will be given a diagnostic assessment in order to determine their appropriate grade level placement.
- Each kindergarten student will complete the Kindergarten Readiness Assessment. The school will administer the Readiness Assessment not earlier than the four weeks before the start of the school year and not after November 1.
- As required pursuant to the Third Grade Reading Guarantee.

After the administration of any diagnostic assessment and upon a Parent's request, the School shall provide a Student's completed diagnostic assessment, the results of such assessment, and any other accompanying documents used during the administration of the assessment to the Student's Parent.

State Mandated Assessments:

The Intergenerational Schools recognize the need to prepare students to be successful standardized test takers. Starting at the 3rd grade level equivalent year, Ohio State Tests are administered in accordance with Ohio state law. These scores become a part of the students' permanent record.

All of our schools are required to and will administer all state-mandated tests at the time and in the manner prescribed by law.

Evidence of Effectiveness

The evidence that the intergenerational learning model is an effective design for achieving a high level of student achievement is demonstrated by the TIS state report cards since it became eligible for ratings. TIS received only "Excellent with Distinction," "Excellent" & one "Effective" ratings on their Ohio State Report Cards during the use of that system in Ohio. Of the over 300 charter schools in Ohio, TIS is



the ONLY K-8 charter school to have received 8 "Excellent" or better ratings. The Intergenerational School continued its remarkable achievements under the new state report card for 2012-2013, receiving grades of A in value-add and gap closing and a B in achievement. Although ratings have slipped in recent years (as have most schools in the state due to new and more rigorous tests), in 15-16 TIS was found to be one of the top 20 public charter/district schools with similar enrollments in the City of Cleveland.

The challenge of three different types of statewide assessments over the last three years has been just as challenging for the TIS community as it has been for other schools across the state. The TIS team is looking forward to the state continuing with the AIR assessments into the future. With the results of the 2015-16 assessment, TIS has seen a decrease in its overall academic achievement results. The administration and teaching staff are working to determine how to make the needed changes within our curriculum and school environment in order to support our teachers and students work and learn to their greatest potential.

ATTACHMENT 6.5
RACIAL AND ETHNIC BALANCE

1. Plan to achieve and continue racial and ethnic balance

Efforts to Increase Diversity/Reflect Surrounding Neighborhood

The Intergenerational School will:

- Pass out flyers in area child care centers, local libraries, and recreation centers
- Concerted efforts to hire highly qualified staff with diverse backgrounds
- Provide educational opportunities for the students that promote exposure to a diverse population in the Cleveland community
- Introduced Spanish as a second language class for all students

ATTACHMENT 6.7
STUDENT DISCIPLINE AND DISMISSAL POLICIES

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



SUSPENSION AND EXPULSION POLICY

Intergenerational Schools' rules of suspension and expulsion follow the due process as mandated by the State of Ohio.

OUT-OF-SCHOOL SUSPENSION

Out-of-school suspension is removal of a student from school for a period of one to ten days. While students are suspended from school, they shall be afforded the opportunity to complete all of their classroom assignments. During suspension, students are not permitted to participate in extracurricular activities or be on any school property.

The principal, assistant principal or principal designee may suspend a student. Prior to suspending a student, the principal, assistant principal or principal designee must do both of the following:

1. Give written notice of the intention to suspend and the reasons for the intended suspension to the student. If the proposed suspension is based on a violation listed in Ohio Revised Code Section 3313.662(A) and the student is sixteen years of age or older, the notice must contain a statement that the School may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation; and
2. Provide the student an opportunity to appear at an informal hearing before the principal, assistant principal or principal designee and challenge the reasons for the intended suspension or otherwise explain. The hearing can happen immediately and can happen anywhere - the hall, office, classroom, etc.

Within one school day of the student's suspension, the principal, assistant principal or principal designee shall also provide written notice of suspension to the parent/guardian of the student and the treasurer of the Board of Directors. The notice shall contain:

1. The reasons for the suspension;
2. Notice of the right of the student, or student's parent/guardian/custodian to appeal to the Board of Directors or the Board's designee;
3. Notice that the student/parent/guardian/custodian has the right to be represented in all appeal proceedings;
4. Notice of the right to be granted an appeal hearing before the Board of Directors or the Board's designee to be heard against the suspension;
5. Notice of the right to request that the hearing be held in executive session;
6. Notice that the School may seek the student's permanent exclusion if the suspension was based on a violation listed in Ohio Revised Code Section 3313.662(A) that was committed when the student was sixteen years of age or older and if the student is convicted of or adjudicated a delinquent child for that violation; and
7. The date and manner by a student or parent/guardian/custodian may notify the

Board of Directors of their intent to appeal the suspension. If the student or parent/guardian wishes to appeal the suspension, the request must be submitted, in writing, to the principal within five (5) school days of the written notice of suspension. The principal shall immediately forward this written appeal to the Board of Directors and Board of Directors' appeal hearing designee.

EXPULSION

Except as specifically provided for by statute, the principal may expel a student for a period not to exceed the greater of 80 school days or the number of days remaining in the semester or term in which the offense leading to expulsion took place. Students expelled from the school are not permitted to participate in extracurricular activities or be on any school property. Expulsions may extend into the following school year.

Only the principal may expel a student. No student shall be expelled unless prior to the expulsion, the principal does both of the following:

- (1) The principal shall give the student and parent, guardian or custodian written notice of the intention to expel the student and the reasons for the intended expulsion. The notice shall include the reasons for the intended expulsion, notification of the right of the student, guardian, custodian or their representative to appear before the principal or his/her designee to hear and to challenge the reasons for the intended expulsion or otherwise to explain the student's actions, and the notification of the time and place to appear. The time to appear shall not be sooner than three (3) nor later than five (5) school days after the notice has been given unless the principal grants an extension of time at the request of the student, his/her guardian, custodian, or representative. If an extension of time is granted, the principal shall notify the student and his/her parent, guardian, custodian, or representative of the new time and place to appear. If the proposed expulsion is based on a violation listed in Ohio Revised Code Section 3313.662(A) and the student is sixteen years of age or older, the notice must contain a statement that the principal may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation.
- (2) Provide the student and parent, guardian, or custodian an opportunity to appear in person before the principal or the principal's designee to challenge the reason for the intended expulsion or otherwise to explain the student's actions.

Within one school day after the time of the student's expulsion, the principal shall also provide written notice of expulsion to the parent/guardian of the student and the Board of Directors. The notice shall contain:

1. The reasons for the expulsion;
2. Notice of the right of the student, or student's parent/guardian/custodian to appeal to the Board of Directors or the Board's designee;
3. Notice that the student/parent/guardian/custodian has the right to be represented in all appeal proceedings;
4. Notice of the right to be granted an appeal hearing before the Board of Directors or the Board's designee to be heard against the expulsion;
5. Notice of the right to request that the hearing be held in executive session;
6. Notice that the School may seek the student's permanent exclusion if the

suspension was based on a violation listed in Ohio Revised Code Section 3313.662(A) that was committed when the student was sixteen years of age or older and if the student is convicted of or adjudicated a delinquent child for that violation and that the expulsion may be extended if a juvenile court or criminal proceeding regarding such violation is pending at the time the expulsion terminates; and

7. The date and manner by a student or parent/guardian/custodian may notify the Board of Directors of their intent to appeal the expulsion. If the student or parent/guardian wishes to appeal the expulsion, the request must be submitted, in writing, to the principal within fourteen (14) calendar days of the written notice of expulsion. The principal shall immediately forward this written appeal to the Board of Directors and Board of Directors' appeal hearing designee.

If the principal expels a student for more than twenty school days or for any period of time if the expulsion will extend into the following semester or school year the notice shall provide the student and the student's parent, guardian, or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion. The information shall include the names, addresses, and phone numbers of the appropriate public and private agencies.

An expelled student will be provided with a date for re-entry and the date for the re-entry conference. The expelled student, and parent or guardian of the student must be present in the re-entry conference. The student and parent or guardian of any student will be notified in the event that the student fails to attend the re-entry conference.

Expulsion proceedings will be pursued against a student who has committed an act warranting expulsion even if the student has withdrawn from school for any reason after the incident giving rise to the hearing, but before the hearing or decision to expel. If after the hearing, the student would have been expelled for a period of time had the student remained in school, the expulsion will be for the same length of time as on a student who has not withdrawn from school.

WEAPONS EXPULSION

A student must be expelled for one year for:

1. Bringing a firearm to the School or onto School Property (any Property owned, used, or leased by the School for school, school extra-curricular activities or school related events).

A student may be expelled for one year for:

1. Bringing a firearm to an interscholastic competition, an extracurricular event, or any other school program or activity that is not located at the School or on School Property.
2. Possessing a firearm at School, on School Property, or at an interscholastic competition, an extracurricular event or any other school program or activity which firearm was initially brought onto the property by another person.
3. Bringing a knife capable of causing serious bodily injury to School, onto School Property, an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the school or which the school is a participant.

4. Possession of a knife capable of causing serious bodily injury at School, on School Property, or at an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School or which the school is a participant which knife was initially brought onto the property by another person.
5. Committing an act while at School, on School Property, at an interscholastic competition, an extracurricular event, or any other School program or activity that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property.
6. Making a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat.

Firearm has the same meaning as provided pursuant to the "Gun Free Schools Act of 1994". At the time this policy was adopted, the above-referenced statute defined a firearm as any weapon (including a starter's gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; including the frame or receiver of any such weapon; and any firearm muffler or silencer; or any destructive device. If the definition of a firearm as provided by the "Gun Free Schools Act of 1994" changes, then the definition set forth in this policy shall automatically change to conform to it.

The specific circumstances under which the principal may, in his/her discretion, reduce a one year expulsion may include: the student was unaware that he/she brought or was in possession of a firearm or knife; the student legitimately did not understand that the item he/she brought or possessed was a firearm or knife; a recommendation from qualified individuals concerning circumstances that justifiably mitigate the student's culpability.

EMERGENCY REMOVAL

If a student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process, the student can be removed from school without prior notice of hearing. Written notice of the hearing and the reason for the removal shall be given to the student as soon as practicable prior to the hearing. The hearing shall be held on the next school day following the day of the student's initial removal. Students are not permitted to participate in extracurricular activities or be on any school property on the day of the emergency removal. Should an out-of-school suspension be warranted, days of removal may be applied to the days of out-of-school suspension.

If a student in grades pre-kindergarten to three poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process, the student can be removed from school without prior notice of hearing. The student may only be removed for the remainder of the school day and will be permitted to return to school and participate in extracurricular activities the following day. In this case, the school may forego the written notice and one-day post-removal hearing requirements.

The school may not initiate suspension or expulsion proceedings against a student in grades pre-kindergarten to grade three who was removed as an emergency removal unless the student has committed an act that could result in a one-year expulsion under the Weapons Expulsion rules, described above, or as necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school

employees.

PERMANENT EXCLUSION

A student may be permanently excluded from school if the student is convicted of, or adjudicated a delinquent child for, committing, when the student was sixteen years of age or older, an act that would be a criminal offense if committed by an adult and if the act is any of the following:

- (1) A violation of section 2923.122 of the Revised Code;
- (2) A violation of section 2923.12 of the Revised Code, of a substantially similar municipal ordinance, or of section 2925.03 of the Revised Code that was committed on property owned or controlled by, or at an activity held under the auspices of, a board of education of a city, local, exempted village, or joint vocational school district;
- (3) A violation of section 2925.11 of the Revised Code, other than a violation of that section that would be a minor drug possession offense, that was committed on property owned or controlled by, or at an activity held under the auspices of, the board of education of a city, local, exempted village, or joint vocational school district;
- (4) A violation of section 2903.01, 2903.02, 2903.03, 2903.04, 2903.11, 2903.12, 2907.02, or 2907.05 or of former section 2907.12 of the Revised Code that was committed on property owned or controlled by, or at an activity held under the auspices of, a board of education of a city, local, exempted village, or joint vocational school district, if the victim at the time of the commission of the act was an employee of that board of education;
- (5) Complicity in any violation described in (1), (2), (3), or (4) above that was alleged to have been committed in the manner described in (1), (2), (3), or (4) above, regardless of whether the act of complicity was committed on property owned or controlled by, or at an activity held under the auspices of, a board of education of a city, local, exempted village, or joint vocational school district.

DISABILITIES COMPLIANCE

The School will comply with all laws and regulations presented in the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 and the Individual with Disabilities Education Improvement Act of 2004. Discipline procedures for students having a disability, will follow the procedures outlined in the Individuals with Disabilities Education Improvement Act of 2004 or such successor or replacement law.

SUSPENSION/EXPULSION OF STUDENTS GRADES PRE-KINDERGARTEN THROUGH 3

Restriction on Suspending and Expelling Students in Grades Pre-Kindergarten through 3

By the 2021-2022 school year, none of the Intergenerational Schools shall issue an out-of-school suspension or expulsion to a student in grades pre-kindergarten through three unless the student has committed an act that could result in a one-year expulsion under the Weapons Expulsion rules, described above, or only as necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

The General Assembly recognizes that out-of-school suspensions are a widely used classroom management tool and that it may take time to completely phase out out-of-school suspensions for students grades pre-kindergarten through three. While the School is gaining knowledge and experience related to how positive behavior intervention and supports ("PBIS") improve social, emotional, and academic development for students in grades pre-kindergarten through three, it is imperative that these students remain in the classroom whenever possible. Accordingly, a gradual implementation is necessary, and each Intergenerational School will be in compliance

with respect to suspension and expulsion of students in grades pre-kindergarten through three so long as it follows the annual requirements below:

CONSULTATION WITH MEDICAL HEALTH PROFESSIONAL

Beginning with the 2019-2020 school year, each School Principal, whenever possible, shall consult with a mental health professional under contract with each of the Intergenerational Schools before issuing an out-of-school suspension or expulsion for a student in grades pre-kindergarten through three. If the events leading up to the suspension or expulsion indicate a need for additional mental health services, the Principal or mental health professional, without a financial burden to the School, must assist the student's parent or guardian with locating providers or obtaining those services. That assistance might include referral to an independent mental health professional.

REPORTING REQUIREMENTS

The School shall report to the Department of Education, in the form and manner prescribed by the Department, the number of out-of-school suspensions and expulsions issued to students in grades pre-kindergarten through three, according to the following categories:

- Category 1: Any offense that could result in a one-year expulsion under the Weapons Expulsion rules, as described above.
- Category 2: An offense not listed in Category 1 but for which the School determined suspension or expulsion was necessary to protect the immediate health and safety of the student, the student's classmates, or the classroom staff or teachers.
- Category 3: Any other offense not described in Category 1 or Category 2.



THE Intergenerational S C H O O L S

POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS POLICY

INTRODUCTION

The Board of Directors for the three Intergenerational Schools adopt this policy to guide the use of Positive Behavior Interventions and Supports (PBIS) and the limited use of restraint and seclusion. The use of a non-aversive behavioral system such as PBIS shall be used to create a learning environment that promotes the use of evidence-based behavioral interventions, thus enhancing academic and social behavioral outcomes for all students.

Restraint or seclusion shall not occur, except when there is an immediate risk of physical harm to the student or others, and shall occur only in a manner that protects the safety of all children and adults at school. Every use of restraint or seclusion shall be documented and reported in accordance with this policy.

The PBIS **prevention**-oriented framework or approach applies to all students, all staff, and all settings. Research supports the conclusion that PBIS, **when integrated with effective academic instruction**, provides the support students need to become actively engaged in their own learning and academic success.

DEFINITIONS

“Physical Restraint” means the use of physical contact that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Such term does not include a physical escort, mechanical restraint, or chemical restraint. **Physical restraint does not include brief, but necessary physical contact for the following or similar purposes: to break up a fight; to knock a weapon away from a student’s position; to calm or comfort; to assist a student in completing a task/response if the student does not resist the contact; or to prevent an impulse behavior that threatens the student’s immediate safety (e.g., running in front of a car).**

“Positive Behavior Interventions and Supports” (PBIS) means **a systematic approach to embed evidence-based practices and data driven decision making to improve school climate and culture in order to achieve improved academic and social outcomes, and increase learning for all students.** PBIS encompasses a wide range of systematic and individualized positive strategies to reinforce desired behaviors, diminish recurrences of challenging behaviors and teach appropriate behavior to students.

“*Seclusion*” means the involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by Physical Restraint or by a closed door or other physical barrier.

“*Time out*” or “*Reset*” means a behavioral intervention in which a student for a limited and specified time is separated from the class within the classroom or a partner or “buddy” classroom or in a non-locked setting **for the purpose of self-regulating and controlling his or her own behavior**. In a Time Out or Reset, the student is not physically restrained or prevented from leaving the area by physical barriers.

IMPLEMENTATION

In implementing our Positive Behavior Intervention and Supports policy, each of the Intergenerational Schools shall:

1. Train staff to identify condition such as **where, under what conditions**, and **with whom** and **why** specific inappropriate **behavior may occur**.
2. Conduct **preventative assessments** which should include:
 - a. A review of **existing data**
 - b. **Interviews** with parents, family members, and students and
 - c. Examinations of **previous and existing behavioral intervention plans**.
3. Develop and implement **preventative behavioral interventions and teach appropriate behavior** by doing the following:
 - a. Modifying the environmental factors that escalate the inappropriate behavior.
 - b. Supporting the attainment of appropriate behavior.
 - c. Using verbal De-escalation Techniques to defuse potentially violent dangerous behavior.

Each Intergenerational School shall establish a system that will support students’ efforts to manage their own behavior; implement instructing techniques in how to self-manage behavior, decrease the development of new problem behaviors; prevent worsening or existing problem behaviors; and redesign learning/teaching environments to eliminate triggers and maintainers of problem behaviors. The system should include family involvement as an integral part of the system.

PROHIBITED PRACTICES

The following are prohibited under all circumstances, including emergency safety situations:

1. Prone restraint as defined an Executive Order 2009-13 S;
2. Corporal punishment;

3. Child endangerment as defined in Ohio Revised Code Section 2919.22
4. The deprivation of basic needs;
5. Restraint that unduly risks serious harm or needless pain to the student, including the intentional, knowing, or reckless use of any of the following techniques:
 - a. Using any method that is capable of causing loss of consciousness or harm to the neck or restricting respiration in anyway
 - b. Pinning down with knees to torso, head, and or neck;
 - c. Using pressure points, pain compliance and joint manipulation techniques,
 - d. Dragging or lifting of the student by the hair or ear or buy any type of mechanical restraint,
 - e. Using other students or untrained staff to assist with the hold or restraint, or
 - f. Securing a student to another student or to a fixed object;
6. Mechanical or chemical restraints (which do not include devices used by trained personnel or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed, or medication administered as prescribed by a licensed physician)
7. Aversive behavioral interventions; or
8. Seclusion of students in a locked room.

RESTRAINT

1. The use of prone restraint, Physical Restraint that obstructs the airway of a student, or any Physical Restraint that impacts a student's primary mode of communication is prohibited.
2. **Physical restraint may be used only when there is an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible, and only in a manner that is age and developmentally appropriate.**
Personnel may use physical restraint only in accordance with this policy. All personnel that are authorized to use physical restraint shall be trained to:
 - a. Protect the care welfare, dignity, and safety of the students;
 - b. Continually observe the student in restraint for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
 - c. Use verbal strategies and research based de-escalation techniques in an effort to help the student regain control;
 - d. Remove the student from Physical Restraint immediately when the immediate risk of physical harm to self or others has dissipated;
 - e. Conduct a debriefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the students behavioral needs;
and

- f. Complete all required reports and documents staff's observations of the student.
3. If a student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, the School shall conduct a functional behavioral assessment to identify the student's needs and more effective ways of addressing those needs. If necessary, this functional behavioral assessment should be followed by a behavioral intervention plan that incorporates appropriate positive behavioral interventions.

SECLUSION

1. Seclusion may be used only when there is an immediate risk of physical harm to the student or others and no other safe and effective intervention as possible. Seclusion shall never be used as a punishment or to force compliance. Seclusion should only be used in a manner that is age and developmentally appropriate. Personnel may use Seclusion only in accordance with this policy.
2. Seclusion is a **last resort safety intervention** that provides an opportunity for the student to regain self-control.
3. A room or area used for seclusion must:
 - a. provide for adequate space, lighting, ventilation, clear visibility and the safety of the student; and
 - b. not be locked.
4. Seclusion shall not be used
 - a. for the convenience of staff;
 - b. as a substitute for an educational program;
 - c. as a form of discipline/punishment
 - d. as a substitute for less restrictive alternatives
 - e. as a substitute for inadequate staffing
 - f. as a substitute for staff training in positive behavior and supports and crisis prevention and intervention; or
 - g. as a means to coerce, retaliate, or in a manner that endangers a student.
5. All personnel that are authorized to use Seclusion shall be trained to:
 - a. Protect the care, welfare, dignity, and safety of the student;
 - b. Continually observe the student in seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern
 - c. Use verbal strategies and research based de-escalation techniques in an effort to help the students regain control
 - d. Remove the student from seclusion immediately when the immediate risk of physical harm to self or others has dissipated;

Approved: _____

- e. Conduct a debriefing including all involve staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
 - f. Complete all required reports and document staff's observations of the student.
6. If a student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, the School shall conduct a functional behavioral assessment to identify the student's needs and more effective ways of addressing those needs. If necessary, this functional behavioral assessment should be followed by a behavioral intervention plan that incorporates appropriate positive behavioral interventions.

TRAINING AND DEVELOPMENT

Each Intergenerational School shall develop a plan regarding the training of it staff in accordance with this policy, and must maintain written or electronic documentation on training provided and list of participants in each training. Training shall include the following components:

1. All personnel shall be trained annually on the requirements of this policy and Ohio administrative code 3301-35-15.
2. Each Intergenerational School shall have a plan regarding training personnel that interact directly with students as necessary to implement PBIS on a systemwide basis.
3. Each Intergenerational School shall ensure that an adequate number of personnel in each building are trained in crisis management and de-escalation techniques, and that their training is kept current.

REQUIRED DATA AND REPORTING

1. Each use of seclusion or restraint shall be documented in a PBIS Incident Report Form (attached hereto) and reported to the Administration immediately, reported to the Board of Directors immediately, and reported to the parent immediately. A copy of the written report shall be made available to the parent or guardian within 24 hours and the Board of Directors at the next regularly scheduled board meeting. The school shall maintain a copy of the report in the student's file. These reports are educational records subject to the Family Educational Rights and Privacy Act (FERPA).
2. Each year the each Intergenerational School shall complete the PBIS Annual Report Form as required by the Ohio Department of Education concerning its use of restraint and seclusion and shall report the information contained therein annually to the Board and to the Ohio Department of Education as requested by the Ohio Department of Education. The School shall make its records concerning restraint and seclusion available to staff from the Ohio Department of Education upon request.

Approved: _____

MONITORING AND COMPLAINT PROCESS

1. Each Intergenerational School shall cause the PBIS Incident Report Form to be completed promptly for each incident of restraint or seclusion and shall establish a monitoring procedure to ensure that this policy and practice are implemented as set forth herein.
2. Each Intergenerational School shall establish a procedure for a parent to present written complaints to the School to initiate a complaint investigation of the School regarding an incident of restraint or seclusion. The School shall respond to the parent's complaint in writing within thirty (30) days of the filing of a complaint regarding an incident of restraint or seclusion.
3. The parent of a student with a disability may choose to file a complaint with the Ohio Department of Education, Office for Exceptional Children, in accordance with the complaint procedure available concerning students with disabilities.

AVAILABILITY OF POLICY AND PROCEDURES

Each Intergenerational School shall make this Policy and the procedures set forth herein available on the School's website and parent shall be notified annually about the School's policy on seclusion and restraint.

ATTACHMENT 6.12 ADMISSIONS POLICY

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

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



Intergenerational Schools (Intergens) are free public schools that are offered as a choice to parents looking for a high-quality school. The Intergens are independent, free-standing 501(c)(3) nonprofit organizations (not run by a for-profit educational management company). Since the first location's opening in 2000, the Intergens have established their own mission, philosophy and educational programs. Students at the Intergens learn in flexible multi-age classes based on their developmental learning stage.

Stages of Developmental Learning: Emerging (similar to K-1st) Beginning (similar to 1st/2nd) Developing (similar to 3rd/4th) Refining (similar to 4th /5th) Applying (similar to 6th-8th) Students move progressively through the stages meeting objectives and benchmarks based upon individual student mastery.

Enrollment Requirements:

To be eligible for a space at any of the three schools, you must submit the following items:

1. Application Form with identifying information
2. Child's Birth Certificate (required by the State of Ohio)
3. At least ONE proof of residence (required by the State of Ohio)
 - a. as defined by law (*ORC 3314.11*), a proof of residence must be one of the following: **a mortgage or lease, gas bill, electric bill, water bill, sewer bill, bank statement, home telephone bill (not cell phone), paycheck or paystub that includes guardian's address, property tax bill, deed, home owner's or renter's insurance declaration page.** It must be no older than 90 days from the date of the application. Two proofs of residence are encouraged.
 - b. If you and your student(s) are currently not residing in a home that you own or rent (such as temporary residence with a friend or family member), you may:
 - i. provide a notarized affidavit from the owner or renter of the property that states you are residing with them along with a proof of residence with that individual's name on it.
 - ii. If this is not possible, please contact the Enrollment Coordinator, who will help you fill out an alternate form.
4. Proof of Custody if applicable (required by the State of Ohio)
5. Attendance at a Parent Information Session is recommended for new families, to ensure you are making an informed decision about your child's education and this unique model.

Early Enrollment and Regular Enrollment: Two distinct enrollment phases, with different procedures

1. **Early Enrollment** is for the following school year and runs generally from the first Monday in January through the second Friday in March. The Boards of the Intergenerational Schools will decide and approve the exact dates annually.



2. **Regular Enrollment** begins when Early Enrollment closes and runs continually through to the beginning of the next Early Enrollment period.

Early Enrollment Procedures

Early Enrollment begins in January and is for parents and families looking to enroll their child for the start of the following school year. During Early Enrollment, Re-Enrollment applications are accepted from all current students as well as any new student applications.

Re-Enrollment of Current Students

Spaces are allotted first to all current students who have a fully completed a Re-Enrollment application:

1. Application form
2. At least ONE proof of residence that is no older than 90 days from the date of the Re-Enrollment Application. Two proofs of residence are encouraged.
3. Annual supply fee*
4. Any past due school fees*

**The supply fee and school fees are established annually by the Board of Directors. The school provides all school supplies throughout the year. As stated in the Family Handbook, any family for whom this fee poses a financial hardship should contact the school Operations Director who will set up a payment plan, waive the fee, or take other action to ensure that this does not constitute a barrier to enrollment.*

ALL Re-Enrolling students are guaranteed a space if all of the items of their application are complete by the last day of Early Enrollment.

Based on returning students' anticipated learning stage and math level, the number of available spaces for new applicants at each learning stage and math level will be determined.

New Student Early Enrollment

New student applications are accepted during the Early Enrollment period; applications completed on the first day and the last day of Early Enrollment have the same chance during this time period; the date of submission is not relevant. At the close of Early Enrollment, available spaces are offered only to new students who have a fully completed application (all required items). The school reserves the right to determine the number of new student available spaces at any learning stage and math level based on specific instructional needs of current students.

Early Enrollment Procedures continued...

These available spaces for new applicants are allotted in the following **prioritized order** until all available spaces at each level are filled:

1. Kindergarten (Emerging Stage) Spaces
 - 1) Siblings* of currently enrolled and returning or graduating siblings
 - 2) Children** of full-time employees of the school
 - 3) City of Cleveland Residents
 - 4) Non-Cleveland Residents
2. Beginning Stage Spaces (Grade Equivalent 1st and 2nd in order)
 - 1) Siblings* of currently enrolled and returning students
 - 2) Siblings* of newly accepted kindergartners
 - 3) Children** of full-time employees of the school
 - 4) City of Cleveland Residents
 - 5) Non-Cleveland Residents
3. Developing through Applying Stages (Grade Equivalent 3rd-8th in order)
 - 1) Siblings* of currently enrolled and returning students
 - 2) Siblings* of newly accepted students
 - 3) Children** of full-time school employees
 - 4) City of Cleveland Residents
 - 5) Non-Cleveland Residents

*Siblings refer to sisters and brothers, or half-siblings, who reside in the same household. Siblings or half-siblings that reside in different households are not given preference in enrollment.

**As provided per ORC 3314.061 of the Revised Code, enrollment preference may be given to 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.

Early Enrollment Lottery and Wait List Procedures

Lottery

If, at the close of Early Enrollment, there are more completed new student applications at any of the above priority levels than available spaces, a random lottery is used to determine who is offered the available spaces. If needed, an admission lottery will be held on the date two weeks after the close of Early Enrollment. Lottery numbers are assigned to all completed applications based on learning stage and math level applied for. The parent may request a receipt for



the assigned lottery number, if they desire. On the date of the lottery, a board member or designated official will select application numbers in a random order through a designated random number generating process that is in compliance with community school standards.

Each child applicant to a certain learning stage or math level is given a unique lottery number. If the lottery number for a child, who has a sibling applying as well, is drawn and there is a space available at the other sibling(s)'s appropriate learning stage/math level, the other sibling(s) will be offered admission using the sibling preference. If space is not available at the needed learning stage/math level needed for the other sibling(s), they will be put on the Wait List, taking into account the sibling preference and order position at that level. The sibling(s) and any other students on the wait list will be offered admission at the point in time when the school has an opening at the needed learning stage/math level, according to their position on the Wait List.

Lottery Notification Procedures

In the event of a lottery, parents/guardians are encouraged to attend the lottery but attendance is not mandatory. Parents who do not attend the lottery will be notified of their child's status within five business days of the lottery by phone and by first class mail sent to the address provided on the application. Parents are required to provide written confirmation (on forms included with the lottery notification) of their intent to enroll their child in the school, submit the supply fee, and indicate their agreement to notify their school district of residence of their plans. The necessary forms and a stamped addressed envelope will be provided in the notification mailing. Failure to sign and return these forms within 10 business days of the lottery to The Intergenerational Schools will result in offering the opening to the next student in line, and the original applicant will be placed at the end of the wait list.

Wait List

1. Once all of the available school spaces have been offered in the order of the lottery picks, the remaining applicants are placed on a learning stage/math level Wait List based on the order of the lottery number picked.

Example:

- #1 non-Cleveland resident
 - #2 sibling
 - #3 Cleveland resident
 - #4 sibling
 - #5 non-Cleveland resident
2. From that order, siblings are moved up to the top of the list, followed by Cleveland residents, who will always move up ahead of any non-Cleveland



residents.

Example:

- #2 sibling
- #4 sibling
- #3 Cleveland resident
- #1 non-Cleveland resident
- #5 non-Cleveland resident

Any additions to the Wait List during Regular Enrollment will be moved up accordingly if they are 1. a sibling, or 2. a Cleveland resident. If an admitted student fails to enroll or show up on the scheduled first day, that vacated spot may be offered to the next student at the appropriate learning stage/math level from the Wait List.

3. Families will be informed about their child's number placement on the waitlist. This number is subject to change depending on siblings or Cleveland residents who apply beyond Early Enrollment. Families can request to know their spot(s) on the waitlist at any time.

Regular Enrollment Procedure

(Begins the first day after the end of Early Enrollment)

During Regular Enrollment, **spaces are offered on a first come, first served basis** to students with a fully completed application. The date of the application may play a role in determining the order with which spaces are offered. The following procedures determine the date of the application.

- **Date of submission:** the date that the application form is received by the school (electronically through School Mint) during Regular Enrollment or the date of reactivation.
- **Date of reactivation:** any application received during or before Early Enrollment but not completed as of the last day of early enrollment is considered inactive. The application may be reactivated by the parent/guardian taking any step to complete the application, including contacting the Enrollment Coordinator to request reactivation. The application is then re-activated and re-dated.
- **Date of completion:** the date all required application items are received.

Offering and Accepting Available Spaces

Any open spaces that become available during Regular Enrollment are filled first from the existing learning stage/math level Wait Lists. After each subsequent information session, any available spaces are offered, or the applicant is added to the existing Wait List based on the **date of completion of their application**. If there are multiple applicants for a given



learning stage/math level whose date of completion is the same, the tie is broken based on **date of submission**. Spaces are always offered at the Emerging stage first, proceeding up to the Applying Stage. This is done in order in case any sibling preferences arise as younger spaces are filled.

Acceptance for the Following School Year

As soon as the school determines that there is a match between the available space for the following school year, and the learning stage/math level of an applicant, the parent shall be immediately notified by phone at the contact number provided on the Application form and will be emailed a link to an Acceptance of Enrollment letter and Registration packet (series of forms in SchoolMint). The parent will have a 10-day window from e-mailing date of the link to an Acceptance of Enrollment letter and Registration packet (series of forms in SchoolMint) to return the signed Acceptance of Enrollment form and completed Registration packet in SchoolMint. After 10 days, if there is no response, the offer of enrollment is automatically withdrawn and the student goes to the bottom of the wait list.

Acceptance for the Current School Year

If an applicant is interested in a space that becomes available up to 10 days before the first day of school and throughout the current school year, the parent will be notified by phone and will have a 24-hour window to sign the Acceptance of Enrollment letter and complete the Registration packet in SchoolMint. If there is no response, the offer of enrollment is automatically withdrawn and the student goes to the bottom of the wait list.

Learning Stage/Math Level Identification and Enrollment

Student classroom placement is based on the student's stage of learning/math level required (which is not necessarily their previous age-based grade level) and no student progresses to the next stage until he/she has met the benchmark criteria for the preceding stage. These criteria include both standardized achievement tests and stage mastery assessments. For new applicants, it is essential to place the student in the stage that correctly corresponds to his/her stage of learning. For this purpose, IGS will use the same assessments we ordinarily use to make a determination of the student's stage of learning. A list of these benchmark criteria is available to any parent upon request.

All new students entering kindergarten are presumed to be Emerging stage/K level math. They are advanced to the Beginning stage when benchmark assessment indicated that they have met the established learning criteria. Students above the Emerging stage are tentatively offered a space based on the stage/math level for which they are applying. However, before finalizing that placement, The Intergenerational Schools complete standardized and/or formative assessments to determine the learning stage/math level needed for successful learning.



This is done according to the same criteria applied to all Intergenerational School students. These assessments are used for the sole purpose of determining the correct learning stage/math placement needed and NOT for selection purposes. Any applicant offered admission, who is then determined to need a different learning stage/math level from the one for which the student applied, is offered a space in the correct level matching his/her learning need. If a space is not available in the needed level at that time, the applicant is immediately placed at the top of the waiting list for the needed level.

Non-Discrimination Policy

The Intergenerational Schools do not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, national origin, political affiliation or beliefs, athletic performance, special need, genetic information, proficiency in English, physical or mental disability or academic achievement, family/parental status, income derived from a public assistance program, membership in an employee organization, and does not allow reprisal or retaliation for any prior civil rights activity. Upon admission of any handicapped student, we will comply with all federal and state laws, regarding the education of handicapped students, per ORC 3314.06.

Public School Notifications

Testing

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

Child Find

School districts across the State of Ohio are participating in an effort to identify, locate, and evaluate all children birth through 21 years of age who may have disabilities. Disability, in this instance, means such conditions as hearing impairments, visual impairments, speech or language impairments, specific learning disabilities, emotionally disturbed, multiple disabilities, mental retardation, other health impairments, physical impairments, autism, and traumatic brain injury. School districts are interested in identifying, locating, and meeting the needs of children with disabilities, including homeless, migrant families, and preschoolers. If you know of any child who may have a disability, contact us public school for more information on how to help.

The School supports and complies with all applicable federal and state laws, procedures and policies regarding the School's child find responsibilities. The School will conduct all child find activities for



students who are enrolled in the School (its geographical area) so that they are appropriately located, identified and referred for evaluation. Parents or guardians have the right to review their child's records and refuse permission to release information (except as required by, or permitted by, law to be released).

Pursuant to Ohio law, the School is required to perform the same child find duties as city, local, exempted village school districts, and will endeavor to adhere to its responsibilities in a manner that does not duplicate the duties of the city, local, or exempted village school districts.

A Child Find Notice shall be published in a newspaper of general circulation in the geographic area covered by the identification activity before any major identification activity.

20 USC § 1412 et seq.; OAC 3301-51-03.

For more information or any questions or concerns regarding any of the above information, please contact any of the Intergenerational Schools Enrollment Coordinators:

Intergenerational Schools' Enrollment Coordinators

IGSadmissions@igschools.org

ATTACHMENT 6.13
ATTENDANCE POLICIES

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

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

Truancy

Habitual Truancy

Ohio State law (HB 410) mandates that it is the parent's responsibility to be sure their child receives an education. Habitual Truancy is defined as "habitual or chronic absence from school or class without legitimate excuse and failure to follow proper attendance check-in/check-out and absence procedures." The full ORC are available upon request at the main office.

The Intergenerational School Day is 6.5 instructional hours long.-Excessive absences results when a student is absent with a non-medical excuse or without legitimate excuse from the school for thirty-eight (38) or more hours in one school month, or sixty-five (65) or more hours in a school year.

Within 7 days of a student becoming excessively absent from school, the attendance officer shall notify the student's parents of the student's absences in writing.

A student is considered habitually truant if the student is absent without a legitimate excuse for 30 or more consecutive hours, for 42 or more hours in 1 school month, or 72 or more hours in 1 school year.

A student is considered chronically absent when he or she misses 10% of the school year or 92 hours of school for excused or unexcused reasons within 1 school year.

In the case of too many unexcused absences, the Intergenerational Schools may take the following steps:

1. Within 7 days of the triggering absence: Letter sent home.
2. Meeting with parent/guardian to discuss possible interventions.
3. Referral to Cuyahoga County Children and Family Services and/or Cleveland Police Department.

In the case of Habitual Truancy:

1. Within 7 days of a triggering absence:
 - a. The School will select members of the intervention team
 - b. Make three meaningful attempts to secure parent participation
2. Within 10 days of a triggering absence, student is assigned to a team
3. Within 14 days after assignment, team will develop an intervention plan
4. If no progress occurs within 61 days, proceed with Juvenile Court reporting
 - a. If the child misses 30 consecutive hours or 42 hours in a month during the implementation of absence intervention.

The school shall employ absence intervention strategies and an Attendance Intervention Team (AIT) for all students who are excessively absent from school. Such strategies shall include the following, if applicable:

1. Providing a truancy intervention plan for any student who is excessively absent from school;
2. Providing counseling for a habitual truant;
3. Requesting or requiring a parent to attend parental involvement programs;
4. Requesting or requiring a parent to attend truancy prevention mediation programs;
5. Notification of the registrar of motor vehicles of student's truancy status if the student misses 10 consecutive days of instruction or 15 days of instruction during the course of the school year; and
6. Taking legal action under R.C.2919.222, 3321.20, and/or 3321.38.

The reporting of a Habitually Truant student to the courts is not a matter of school policy, but state law (ORC 3321.19 (E)(2)). The schools must comply with the law; therefore, a referral is not a matter of discretion by the School.

Under state law, the Intergenerational Schools must forcibly withdraw a student who misses "72 consecutive instructional hours" of school without a valid excuse.



Attendance

Attendance Policies and Procedures

Notification of Absences Policy

- Call your child's school by 8:30 am
- Press the button for the Attendance Line
- Leave a clear message stating: Your name, Your child's name, Child's homeroom teacher, Reason for absence.

The primary responsibility for a student's attendance at School rests with his/her parent(s) or guardian(s). Parent(s)/guardian(s) must notify the office on the day a student is absent within two (2) hours of the start of school unless previous notification has been given in accordance with school procedure for excused absences. The person in charge of attendance is also required to notify a student's parents, custodial parent, guardian, legal custodian, or other person responsible for him/her when the student is absent from school. Parents or other responsible persons shall provide the School with their current home and/or work telephone numbers and home addresses, as well as emergency telephone numbers. Students who arrive after 10:30 am or leave before 12:30 pm will receive a ½ day absence.

The procedure for absences is as follows:

1. A parent must call the School to inform the School that his/her child or children will be absent from School. This phone call should take place within the first hour that School is in session.
2. If a parent fails to call the School as prescribed in Part A, School personnel will call the parent to inform him/her of the student's absence.
3. In those cases, where telephone communication could not be made, School personnel will initiate a written communication to the home of the legal guardian the day of the student's absence.

Excused Absences

When a student returns to school:

Parent/guardian must provide a written note, email, or doctor's note stating the reason for the absence.

Under Ohio State Law, the student will be excused for the following reasons:

1. Personal, physical, or mental illness of the student.
 - a. A student will be excused for personal illness for up to 6 days per year based on the parent's written excuse. Any days in excess of these 6 will require a physician's note to be considered excused.
2. Illness in the immediate family if the student is over 14 years of age.
3. Quarantine of the home.
4. Death of a Relative.
5. Observance of religious holidays.
6. Court Summons/Subpoena.
7. Prospective school visits for eighth graders (must provide a note from the prospective school)
8. Emergency or set of circumstances which, in the judgment of the Principal and/or Director of Education, constitute a good and sufficient cause for absence (including, for example, ORC 3321.041: excused absences for certain school related extracurricular activities.)



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Absences for all other reasons (including vacation and suspension) are **unexcused**.

Unexcused Absences and Tardiness

Under ORC 3313.609: any student who has missed 10% of the school year due to unexcused absences will be retained in the current grade level equivalent unless all academic indicators are on track.

Truancy

Habitual Truancy

Ohio State law (HB 410) mandates that it is the parent's responsibility to be sure their child receives an education. Habitual Truancy is defined as "habitual or chronic absence from school or class without legitimate excuse and failure to follow proper attendance check-in/check-out and absence procedures." The full Truancy Policy and ORC are available upon request at the main office.

Intergenerational Schools Day is 6.5 instructional hours long. A student is considered excessively absent from school if a student is absent from the school with or without a legitimate excuse for 38 or more hours in 1 school month or 65 or more days in 1 school year.

Within 7 days of a student becoming excessively absent from school, the attendance officer shall notify the student's parents of the student's absences in writing. The school shall employ absence intervention strategies and an Attendance Intervention Team (AIT) for all students who are excessively absent from school. Such strategies shall include taking legal action under R.C.2919.222, 3321.20, and/or 3321.38. For a full list of strategies, refer to the full Truancy Policy located on our school website.

A student is considered habitually truant if the student is absent without a legitimate excuse for 30 or more consecutive hours, for 42 or more hours in 1 school month, or 72 or more hours in 1 school year.

A student is considered chronically absent when he or she misses 10% of the school year or 92 hours of school for excused or unexcused reasons within 1 school year.

In the case of too many unexcused absences, Intergenerational Schools may take the following steps:

1. Within 7 days of the triggering absence: Letter sent home.
2. Meeting with parent/guardian to discuss possible interventions.
3. Referral to Cuyahoga County Children and Family Services and/or Cleveland Police Department.

In the case of Habitual Truancy:

1. Within 7 days of a triggering absence:
 - a. The School will select members of the intervention team
 - b. Make three meaningful attempts to secure parent participation
2. Within 10 days of a triggering absence, student is assigned to a team
3. Within 14 days after assignment, team will develop an intervention plan
4. If no progress occurs within 61 days, proceed with Juvenile Court reporting
 - a. If the child misses 30 consecutive hours or 42 hours in a month during the implementation of absence intervention.

The reporting of a Chronically Truant student to the courts is not a matter of school policy, but state law (ORC 3321.19 E). The schools must comply with the law; therefore, a referral is not a matter of discretion by the School.



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SCHOOLS

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Under state law, Intergenerational Schools must forcibly withdraw a student who misses more than “72 consecutive instructional hours” of school without a valid excuse.

Make Up Work after an Absence

It is impossible for children to make up missed classroom instruction without individual help. Teacher instruction cannot be replaced by sending a worksheet home. After an **excused absence**, the classroom teacher will make every effort to provide the needed individual instruction.

Intergenerational Schools’ teachers will not provide work or extra instruction in the case of unexcused absences including but not limited to: tardy arrival, early dismissal, emergency removal, suspensions, or family vacation.

The Intergenerational School
11327 Shaker Blvd., Ste 200E
Cleveland, Ohio 44104
216.721.0120 | TISonline.org

Near West Intergenerational School
3805 Terrett Avenue
Cleveland, Ohio 44113
216.961.4308 | NearWestSchool.org

Lakeshore Intergenerational School
18025 Marcella Road
Cleveland, Ohio 44119
216.586.3872 | LakeshoreSchool.org

ATTACHMENT 7.2 REPORTS TO SPONSOR

The School must report to Sponsor via Sponsor's document management system, Epicenter, all items required by contract and by the Department of Education and Workforce (DEW), including, but not limited to:

- Current roster of staff by position, including notations on licensure and FBI/BCI&I completion
- Current roster of Board members, including contact information
- Evidence of Board member training completion, FBI/BCI&I completion, and conflict of interest disclosure
- Annual Board member disclosure statements
- Any findings for recovery issued by the Auditor of State against any Board member, or against any management company or school employee
- Schedule of regular Board meetings, including dates, times, and location
- Public notice of all regular, special, or emergency Board meetings
- Copies of all approved and signed Board minutes, after every meeting
- Monthly financial and enrollment reports
- Board-approved five-year forecast, whenever updated
- CCIP, EMIS, and OEDS-R Administrator Information
- School calendar, including assessment schedule
- Special education program information and compliance
- Progress on internal and state-wide assessments, mission-driven programs, and contract goals
- Lease/rental agreement or mortgage/deed
- Building inspection certificates – fire and health department inspections, school environment inspection report, building permits, Certificate of Occupancy, etc.
- Inventory and Fixed Assets List – updated annually
- Articles of Incorporation, Code of Regulations, Employer ID No., IRS Determination Letter (if any), supplemental bylaws or policies
- Current emergency management plan as filed with the Ohio School Safety Center
- Any staff, student, safety, Board, and other school policies, upon Sponsor's request
- Structural organizational chart
- Any required/requested information in Sponsor's document management system, Epicenter, on a timely basis

NOTE: Please do not submit these items with the Contract, unless requested within other attachments. The above is a non-exhaustive list of items that the School is obligated to report to the Sponsor throughout the year.

ATTACHMENT 8.2
DISMISSAL OF EMPLOYEES

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



IRN: 133215

Disposition of Employees if School Closed or Reduction of Staff

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

ATTACHMENT 8.3
EMPLOYEE BENEFITS

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

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

BREAKTHROUGH SCHOOLS **BENEFITS OVERVIEW**

Revised: December 2015

Breakthrough Schools offers competitive employee health benefits to its network of schools including medical, dental, vision, short-term disability, long-term disability and life insurance coverage. All full-time employees are eligible to enroll for benefits the first day of the month following employment. The Breakthrough network of schools includes:

Citizens Academy	E Prep School :: Superior	The Intergenerational School
Citizens Academy East	Village Prep School :: Superior	Near West Intergenerational School
Citizens Academy Southeast	E Prep School :: Woodland Hills	Lakeshore Intergenerational School
Citizens Leadership Academy	Village Prep School :: Woodland Hills	

All benefits are voluntary and employee cost-sharing occurs via payroll deduction.

Medical/Hospitalization/Prescription (ANTHEM,INC)

Two comprehensive plans are offered. Options include a traditional plan (\$250 indiv./ \$500 family deductible) and a consumer driven health plan (HSA) option (\$2,600 indiv./ \$5,200 family deductible). Both plans offer hospitalization, office visits, and prescription coverage. Employees have the option to use out-of-network providers at additional cost.

Flexible Spending Account (FSA) (BENEFIT ADVANTAGE)

Employees may contribute to a FSA which provides tax-advantages for expected health care expenses, including health, dental and vision care.

Vision (LINCOLN)

Plan provides a cost effective way to manage eye care expenses through a scheduled benefit program. Network facilities include both private practitioners and retailers.

Short Term Disability (STD) (LINCOLN)*

Policy is intended to replace income for a short duration in the event of illness or injury. Coverage is equal to 60% of weekly base salary, up to \$1,000 per week. **Premiums for STD are covered in full by Breakthrough.**

**Dependents not eligible*

Voluntary Employee Life Insurance (LINCOLN)

Employees may purchase additional coverage up to \$150,000.

Retirement

Eligible employees will participate in SERS (School Employees Retirement System of Ohio) or STRS (State Teachers Retirement System of Ohio) depending on their position. **Breakthrough currently contributes 14% of an employee's base salary into the applicable retirement system. Voluntary 403B is available as well by request.**

Health Savings Account (HSA) (FIFTH THIRD BANK)

If an employee elects the HSA medical plan, they may contribute to a HSA account, which is a bank account that permits pre-tax deposits, and non-taxed withdrawals for qualified medical expenses. BCS will contribute up to \$500 annually based on benefit eligibility date.

Dental (ANTHEM)

Plan covers preventative, diagnostic and treatment services. Orthodontia for dependent children up to age 18 is covered. Employees have the option to use out-of-network providers at additional cost.

Life/Accidental Death and Dismemberment (AD&D) (LINCOLN)*

Benefit is provided in the amount of one times the employee's annual base salary up to \$100,000.

Premiums for Life and AD&D are covered in full by Breakthrough.

**Dependents not eligible*

Long Term Disability (LTD) (LINCOLN)*

LTD is subject to coverage restrictions in the plan. Coverage is equal to 60% of monthly base salary, up to \$5,000 per month. **Premiums for LTD are covered in full by Breakthrough.**

**Dependents not eligible*

Voluntary Dependent Life Insurance (LINCOLN)

Employees may purchase coverage up to \$30,000 for a spouse and up to \$10,000 for each child.

For additional questions, please contact Breakthrough Human Resources at (216) 456-2086:

Diana Harrison ext. 1307

Rachael Dunbar ext. 1328

Breakthrough Schools is a network of high-performing urban public charter schools committed to providing 100% of our students with an outstanding college preparatory education. To learn more, visit www.breakthroughschools.org

BREAKTHROUGH SCHOOLS BENEFITS OVERVIEW

Revised: December 2015

Breakthrough Schools provides all eligible, full-time employees working 30 hours per week or more with the following benefits at no employee cost:

- Basic Life and AD&D insurance equal to 1 x base salary up to \$100,000
- Long Term Disability coverage equal to 60% of your base monthly salary, up to \$5,000 per month
- Short Term Disability coverage equal to 60% of your base weekly salary, up to \$1,000 per week

*Dependents (child(ren) and/or spouse) are not eligible for these lines of coverage

EMPLOYEE PER PAYCHECK COST (SEMI-MONTHLY)					
BENEFIT TYPE	MEDICAL		MEDICAL	DENTAL	VISION
	ANTHEM- PPO \$250 90/10		ANTHEM – LUMENOS HSA \$2,600	ANTHEM	LINCOLN
Single Employee	\$50.07		\$22.47	\$6.20	\$2.59
Employee + Spouse	\$175.80		\$98.52	\$12.05	\$4.90
Employee + Child(ren)	\$137.83		\$78.52	\$14.01	\$5.76
Full Family	\$284.54		\$175.04	\$21.81	\$8.09

BENEFIT CALCULATION WORKSHEET: LINCOLN NATIONAL LIFE INSURANCE

Voluntary Life: Employee Per Paycheck Cost Table

Employee and Spouse premiums are calculated separately.

Spouse premiums are based on Employee's age.

Dependent Children Rate= \$1.00 per paycheck

AGE	Semi-Monthly Rate per \$1,000	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000	\$70,000	\$80,000	\$90,000	\$100,000
< 30	.0425	\$.43	\$.85	\$ 1.28	\$ 1.70	\$ 2.13	\$ 2.55	\$ 2.98	\$ 3.40	\$ 3.83	\$ 4.25
30 - 34	.0425	\$.43	\$.85	\$ 1.28	\$ 1.70	\$ 2.13	\$ 2.55	\$ 2.98	\$ 3.40	\$ 3.83	\$ 4.25
35 - 39	.0575	\$.58	\$ 1.15	\$ 1.73	\$ 2.30	\$ 2.88	\$ 3.45	\$ 4.03	\$ 4.60	\$ 5.18	\$ 5.75
40 - 44	.0875	\$.88	\$ 1.75	\$ 2.63	\$ 3.50	\$ 4.38	\$ 5.25	\$ 6.13	\$ 7.00	\$ 7.88	\$ 8.75
45 - 49	.1275	\$ 1.28	\$ 2.55	\$ 3.83	\$ 5.10	\$ 6.38	\$ 7.65	\$ 8.93	\$ 10.20	\$ 11.48	\$ 12.75
50 - 54	.2425	\$ 2.43	\$ 4.85	\$ 7.28	\$ 9.70	\$ 12.13	\$ 14.55	\$ 16.98	\$ 19.40	\$ 21.83	\$ 24.25
55 - 59	.3775	\$ 3.78	\$ 7.55	\$ 11.33	\$ 15.10	\$ 18.88	\$ 22.65	\$ 26.43	\$ 30.20	\$ 33.98	\$ 37.75
60 - 64	.4275	\$ 4.28	\$ 8.55	\$ 12.83	\$ 17.10	\$ 21.38	\$ 25.65	\$ 29.93	\$ 34.20	\$ 38.48	\$ 42.75
65 - 69		\$ 6,500	\$ 13,000	\$ 19,500	\$ 26,000	\$ 32,500	\$ 39,000	\$ 45,500	\$ 52,000	\$ 58,500	\$ 65,000
	.7375	\$ 4.79	\$ 9.59	\$ 14.38	\$ 19.18	\$ 23.97	\$ 28.77	\$ 33.56	\$ 38.35	\$ 43.14	\$ 47.94
70 - 74		\$ 4,000	\$ 8,000	\$ 12,000	\$ 16,000	\$ 20,000	N/A	N/A	N/A	N/A	N/A
	1.8075	\$ 7.23	\$ 14.46	\$ 21.69	\$ 28.92	\$ 36.15	N/A	N/A	N/A	N/A	N/A
75 - 79		\$ 2,500	\$ 5,000	\$ 7,500	\$ 10,000	\$ 12,500	N/A	N/A	N/A	N/A	N/A
	7.0575	\$ 17.64	\$ 35.29	\$ 52.93	\$ 70.58	\$ 88.22	N/A	N/A	N/A	N/A	N/A

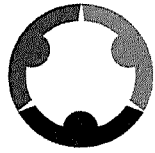
Breakthrough Schools is a network of high-performing urban public charter schools committed to providing 100% of our students with an outstanding college preparatory education. To learn more, visit www.breakthroughschools.org

ATTACHMENT 9.2
FISCAL SERVICES AGREEMENT

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

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

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



BOARD RESOLUTION

Resolution of the Board of Directors of The Intergenerational School (“School”)

WHEREAS, Ohio Revised Code Section 3314.011 requires that every community school established under R.C. Chapter 3314 have a designated fiscal officer and that the fiscal officer shall be employed by or engaged under a contract with the governing authority of the community school; and

WHEREAS, the Governing Authority of The Intergenerational School (the “School”) has designated and engaged a fiscal officer directly pursuant to the terms of the School’s ongoing Academic and Business Services Agreement with Breakthrough Charter Schools (BCS); and

WHEREAS, as a non-profit organization and a supporting organization under the Internal Revenue Code, BCS legally exists to support the School; and

WHEREAS, the Governing Authority believes it has complied with R.C. 3314.011, but may adopt a resolution waiving the requirement that it is the party responsible to employ or contract with the designated fiscal officer so long as the community school’s sponsor also approves of the resolution; and

WHEREAS, the Governing Authority, for clarity purposes wishes to waive the requirement to have a separate contract with its fiscal officer other than its current Academic and Business Services Agreement with BCS, or any successor agreement signed by the Governing Authority relating to collaboration in services with BCS and its network of supported schools ; and

WHEREAS, the school’s sponsor may request that the Governing Authority make application to obtain its Sponsor’s consent to this waiver; and

WHEREAS, the Governing Authority and BCS agree that the designated fiscal officer is a licensed and bonded public officer of the School; and

WHEREAS, regardless of whether the contract designating the fiscal officer of the School contains other services or unrelated services, as a public officer of the School, the fiduciary duty as a fiscal officer is to the Governing Authority of the School.

NOW THEREFORE, BE IT

RESOLVED, Doug Mangen is authorized and approved as the designated fiscal officer of the School effective December 16, 2016 and is engaged under a contract with the Governing Authority pursuant to the terms of the School’s Academic and Business Services Agreement or any successor network collaboration agreement between BCS and the School; and

RESOLVED, that the Governing Authority resolves to waive the requirement that the Governing Authority be the party responsible to separately employ its licensed fiscal officer or to contract with its designated fiscal officer

in a contract separate from a contract that includes other services. The Governing Authority does not in any way waive the fact that the fiscal officer is a public officer of the School with all of the duties to the School inherent in that role; and

RESOLVED, that the Chair of the school's Board of Directors is hereby authorized to submit an application to the Sponsor on behalf of the school to request the Sponsor's consent to the waiver of the requirement that the Governing Authority is the party responsible to employ or contract with the designated fiscal officer.

Motion Made by: Erica Adlakha Seconded by: Andy Male

Yes: 5 No: 0 Abstain: 1

[Signature]
Mark Saffran, Board Chair

[Signature]
David Atton

[Signature]
Erica Adlakha

[Signature]
Andrew Male

[Signature]
Lee Trotter

[Signature]
Michael Swearengen

**ATTACHMENT 9.3
FISCAL LICENSURE**

1. Treasurer's License

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

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

DOUGLAS J MANGEN

THIS LICENSE AWARDED TO

OH1470116

EDUCATOR STATE ID

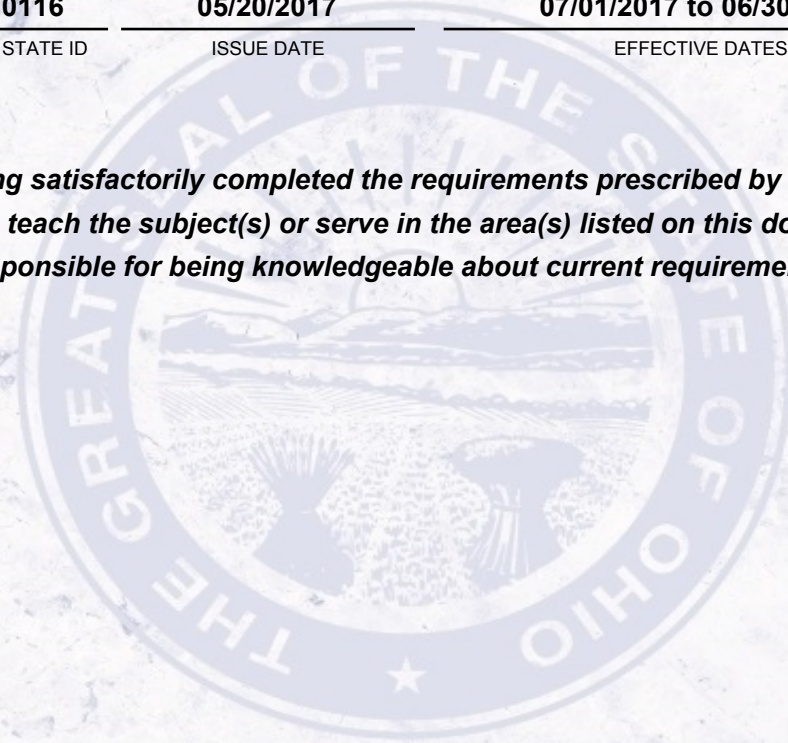
05/20/2017

ISSUE DATE

07/01/2017 to 06/30/2022

EFFECTIVE DATES

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



Paolo DeMauro

Superintendent of Public Instruction

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

Credential # 21397096

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

ATTACHMENT 9.4
FISCAL BOND OR POOLED INSURANCE

1. Treasurer's Bond or Insurance Policy Declaration Page

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

The Cincinnati Insurance Company
6200 S GILMORE RD
FAIRFIELD OH 45014-5141

Public Official Bond No. 6749787

KNOW ALL MEN BY THESE PRESENTS:

That Douglas J Mangen for The Intergenerational School
of COLUMBUS State of OH (hereinafter called the Principal) and The Cincinnati Insurance Company (hereinafter called the Surety), a corporation organized under the laws of the state of Ohio with its principal office in the City of FAIRFIELD and the State of OH are held

and firmly bound unto State of Ohio
(hereinafter called the Obligee) in the sum of Twenty Five Thousand and No/100 Dollars; (\$25,000.00) for the payment whereof to the Obligee the Principal binds himself/herself, his/her heirs, executors, administrators, and assigns, and the Surety binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 14th day of December, A.D. 2016.

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

Whereas, the effective date of this bond is December 16, 2016.

Now, therefore, the condition of the foregoing obligation is such that if the Principal shall faithfully perform such duties as may be imposed on him/her by law and shall honestly account for all money that may come into his/her hands in his/her official capacity during such period, then this obligation shall be void; otherwise, it shall remain in full force until cancelled as provided herein.

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

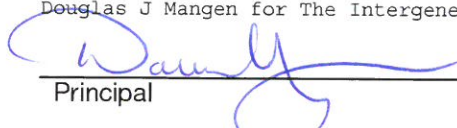
First: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in writing to State of Ohio and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all terms, conditions, and provisions of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

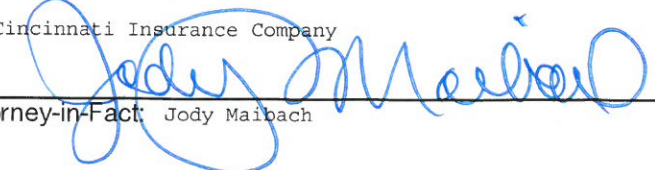
Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited by or placed to the credit,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

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

Witness:

(as to the Principal)

Douglas J Mangen for The Intergenerational School

Principal

The Cincinnati Insurance Company
By 
Attorney-in-Fact: Jody Malbach

STATE OF Ohio **SS**
COUNTY OF Franklin

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



Sworn to by said Douglas J Mangen for The Intergenerational School
Before me, and by him/her subscribed in my presence this 30
day of December, A.D. 2016
Patricia L Koteles Notary Public
Comm exp 8/3/2021

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

6749787

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

Jody Maibach

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

Any such obligations in the United States, Twenty Five Million and No/100 Dollars (\$25,000,000.00).

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

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

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

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

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



STATE OF OHIO) ss:
COUNTY OF BUTLER

THE CINCINNATI INSURANCE COMPANY

Handwritten signature of Thomas H. Kelly

Vice President

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



Handwritten signature of Mark J. Huller

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

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 14th day of December 2016

Handwritten signature of Gregory J. Schloer

Secretary



ATTACHMENT 9.5 FINANCIAL PLAN

1. Estimated school budget for every year of the contract

NOTE: The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year.

FY24 - May 2024 Update
 IRN No.: 133215
 Type of School: Brick and Mortar
 Contract Term: 06-30-2024

THE INTERGENERATIONAL SCHOOL
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2023, Actual and
 the Fiscal Years Ending 2024 through 2028, Forecasted

	Actual					Forecast				
	Fiscal Year FY19	Fiscal Year FY20	Fiscal Year FY21	Fiscal Year FY22	Fiscal Year FY23	Fiscal Year FY24	Fiscal Year FY25	Fiscal Year FY26	Fiscal Year FY27	Fiscal Year FY28
Operating Receipts										
State Foundation Payments (3110, 3211)	1,891,423	2,014,414	2,199,566	2,130,826	1,752,191	2,372,345	2,530,683	2,736,412	2,875,949	2,982,633
Charges for Services (1500)	6,867	160	-	-	-	-	-	-	-	-
Fees (1600, 1700)	1,111	4,921	1,113	5,566	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	159,035	445,362	355,817	305,716	631,552	1,039,243	1,106,159	556,567	574,736	587,455
Total Operating Receipts	2,058,436	2,464,857	2,556,496	2,442,109	2,383,743	3,411,587	3,636,842	3,292,979	3,450,686	3,570,088
Operating Disbursements										
100 Salaries and Wages	1,358,175	1,391,508	1,377,180	1,400,942	1,535,735	1,908,690	1,963,323	2,024,406	2,091,150	2,112,061
200 Employee Retirement and Insurance Benefits	350,533	370,859	309,100	353,912	370,423	485,797	497,833	502,812	507,840	512,918
400 Purchased Services	781,938	878,380	927,383	946,560	970,487	1,386,800	1,200,432	1,190,814	1,176,816	1,198,856
500 Supplies and Materials	80,545	89,138	252,774	213,366	151,988	210,346	241,238	218,013	222,373	226,821
600 Capital Outlay -New	113,944	-	271,168	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-	-	-
800 Other	32,347	26,046	38,582	43,709	147,819	75,208	49,309	50,295	51,301	52,327
819 Other Debt	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements	2,717,481	2,755,931	3,176,187	2,958,489	3,176,452	4,066,841	3,952,135	3,986,339	4,049,480	4,102,983
Excess of Operating Receipts Over (Under)										
Operating Disbursements	(659,046)	(291,074)	(619,691)	(516,381)	(792,709)	(655,254)	(315,293)	(693,360)	(598,794)	(532,895)
Nonoperating Receipts/(Disbursements)										
Federal Grants (all 4000 except fund 532)	282,831	277,239	554,659	865,111	1,302,704	875,411	155,696	166,917	173,931	178,840
State Grants (3200, except 3211)	5,248	6,853	3,719	2,534	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-	-	-
Donations (1820)	355,857	174,632	80,461	7,392	10,269	-	-	-	-	-
Interest Income (1400)	-	-	19	605	48,500	-	-	-	-	-
Debt Proceeds (1900)	-	424,455	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	(31,945)	(37,954)	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	(42,897)	(41,496)	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	643,935	883,180	638,858	800,800	1,282,023	875,411	155,696	166,917	173,931	178,840
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	(15,110)	592,105	19,167	284,419	489,314	220,156	(159,597)	(526,443)	(424,864)	(354,055)
Fund Cash Balance Beginning of Fiscal Year	637,063	621,953	1,214,058	1,233,225	1,517,644	2,006,958	2,227,114	2,067,517	1,541,074	1,116,211
Fund Cash Balance End of Fiscal Year	621,953	1,214,058	1,233,225	1,517,644	2,006,958	2,227,114	2,067,517	1,541,074	1,116,211	762,156

FY24 - May 2024 Update
 IRN No.: 133215
 Type of School: Brick and Mortar
 Contract Term: 06-30-2024

THE INTERGENERATIONAL SCHOOL
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 For the Fiscal Years Ended 2020 through 2023, Actual and
 the Fiscal Years Ending 2024 through 2028, Forecasted

Additional Metrics

Management Fee per Pupil
 Salary and Wages per Pupil
 Salary, Wages, and Management Fee per Pupil
 Avg Staff Salary
 Benefits per Pupil
 Number of Students per Instruction Staff
 Number of Students per Total Staff

	-	-	-	-	-	-	-	-	-	-
Management Fee per Pupil	-	-	-	-	-	-	-	-	-	-
Salary and Wages per Pupil	5,580	5,624	5,337	6,034	7,455	9,104	8,844	8,506	8,432	8,283
Salary, Wages, and Management Fee per Pupil	5,580	5,624	5,337	6,034	7,455	9,104	8,844	8,506	8,432	8,283
Avg Staff Salary	35,741	39,757	40,505	35,922	51,191	57,839	54,537	56,233	58,087	58,668
Benefits per Pupil	1,440	1,499	1,198	1,524	1,798	2,317	2,242	2,113	2,048	2,011
Number of Students per Instruction Staff	9	10	11	9	10	10	9	10	10	11
Number of Students per Total Staff	6	7	8	6	7	6	6	7	7	7
Receipts per Pupil	8,457	9,962	9,907	10,519	11,572	16,273	16,382	13,836	13,914	14,000
Disbursements per Pupil	11,165	11,139	12,308	12,743	15,420	19,398	17,802	16,749	16,329	16,090
Operating Surplus/Deficit per Pupil	(2,708)	(1,176)	(2,401)	(2,224)	(3,848)	(3,125)	(1,420)	(2,913)	(2,414)	(2,090)
Nonoperating Receipts per Pupil	2,646	3,570	2,476	3,772	6,609	4,176	701	701	701	701
Nonoperating Disbursements per Pupil	-	-	-	322	386	-	-	-	-	-
Nonoperating Surplus/Deficit per Pupil	2,646	3,570	2,476	3,449	6,223	4,176	701	701	701	701
Total Surplus/Deficit per Pupil	(62)	2,393	74	1,225	2,375	1,050	(719)	(2,212)	(1,713)	(1,388)

Assumptions Narrative Summary

Fiscal Year 2024-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 968,054.80	\$ 215,571.81	\$ 158,612.79	\$ 752,482.99	Erie Bank
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 968,054.80	\$ 215,571.81	\$ 158,612.79	\$ 752,482.99	

Miscellaneous Notes:

The School does not use a management company.
 The School Sponsor is the Educational Services Center of Lake Erie West. The contracted base fee is 2.5% of State Foundation revenues.
 The School received a loan to purchase its building through Erie Bank. The loan terms are \$1,000,000 principal, 4.27% interest rate, 20-yr amortization.
 Treasurer: Celeste Farmer - Primary Phone: 330-573-4566

Expenditure/Expenses/Enrollment

	Inc / Dec	Justification
FY24 Enrollment	-5%	Enrollment based on current and projected student counts
State Foundation Payment / FTE	\$9,587	Based on the most recent available State Foundation Report
Forecasted Average Enrollment Growth	5%	The School will maintain its current class offerings through the timeframe at a maximum of 250 FTE
Forecasted Expense Inflation	2%	The forecast uses 2% as an estimate for inflation
Forecast Salaries & Wages	-2%	Staff and compensation planning results in an average 1% annual increase in wages
Purchased Services		
FY24 Rent	\$0	The School owns its building
FY24 Utilities	\$48,600	Utilities based on prior year and estimated expenses
Other Facility Costs	\$245,111	Other Facilities Costs based on prior year and estimated expenses
Insurance	\$22,644	Insurance based on current coverage and estimated expenses
Management Fee	\$0	No Management company
Sponsor Fee	\$50,330	Base rate based on current contract agreement
Audit Fee	\$7,993	Audit based on FY23 expenses paid
FY24 Food Service	\$136,240	Food services expenses based on FY23 expenses paid and estimated expenses
FY24 Transportation	\$10,000	Includes Field Trip Transportation
FY24 Legal	\$6,000	Legal expenses based on FY23 expenses paid and estimated expenses

FY24 - May 2024 Update
IRN No.: 133215
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THE INTERGENERATIONAL SCHOOL
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FY24 Marketing	\$39,800	Paid and estimated expenses for community outreach and recruitment efforts
FY24 Consulting	\$188,060	Includes vendors for services including but not limited to School Improvement, Substitute Teacher Services, Professional Development, Treasurer and Accounting services. Consulting expenses based on FY23 expenses paid and estimated

ATTACHMENT 10.1
LIABILITY INSURANCE

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

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



PROTECTION SUMMARY

Prepared for:
Village Preparatory School
Village Preparatory School: Woodland Hills Campus
Cleveland Entrepreneurship Preparatory School
Entrepreneurship Preparatory School: Woodland Hills Campus
Citizens Academy
Citizens Academy East
Citizens Leadership Academy
Near West Intergenerational School
The Intergenerational School
Lakeshore Intergenerational School
Citizens Academy Southeast
Village Preparatory School: Willard Campus

By: *Tom Van Auken, CPCU, ARM, CIC, CSR, CRA, CWCA*
Executive Vice President
tvauker@oneillinsurance.com

and
By *Mark Anderson, CIC, AIC, CPCU*
Commercial Risk Manager
manderson@oneillinsurance.com

The O'Neill Group

Beyond Insurance 365™

www.oneillinsurance.com
111 High St., Wadsworth, Ohio 44281
Tel. (330) 334-1561 Fax (330) 336-5697

THE O'NEILL GROUP

Mission Statement

Our mission is to protect the assets and financial resources of our clients.

This summary is for illustration purposes only; it is not a legal contract. It is provided to facilitate your understanding of your insurance program. Please refer to the actual policies for specific terms, coverage, conditions, limitations and exclusions that will govern the event of a loss.

Specimen copies of all policies are available for review prior to the binding of coverage. In assisting you with your insurance needs, we have been dependent upon information provided to us by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring them to our attention.

Should any of your business operations or exposures to loss change after coverage is bound, it is your responsibility to let us know promptly so proper coverage(s) can be discussed.

NAMED INSURED LIST

Village Preparatory School
DBA Village Prep Cliffs

Village Preparatory School: Woodland Hills Campus
DBA Village Prep Woodland Hills

Cleveland Entrepreneurship Preparatory School
DBA E Prep Cliffs

Entrepreneurship Preparatory School: Woodland Hills Campus
DBA E Prep Woodland Hills

Citizens Academy

Citizens Academy East

Citizens Leadership Academy

Citizens Academy Southeast

Near West Intergenerational School

The Intergenerational School

Lakeshore Intergenerational School

Village Preparatory School III
DBA Village Preparatory School Willard

INSURED LOCATIONS

10118 Hampden Avenue
Cleveland, Ohio 44108

9201 Crane Avenue
Cleveland, Ohio 44105

9711 Lamont Avenue
Cleveland, Ohio 44106

12523 Woodside Avenue
Cleveland, Ohio 44108

1415 East 36th Street
Cleveland, Ohio 44114

3805 Terrett Avenue
Cleveland, Ohio 44113

11327 Shaker Boulevard
Cleveland, Ohio 44104

18022 Neff Road
Cleveland, Ohio 44119

17900 Harvard Avenue
Cleveland, Ohio 44128

2220 West 93rd Street
Cleveland, Ohio 44102

COMMERCIAL PROPERTY INSURANCE

INSURER: Wright Risk Management
POLICY NUMBER: CND-OH-EPP-19274-002
POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

Real & Personal Property

Amounts of Insurance:

\$7,033,500 Blanket Building, Business Personal Property
\$5,474,070 Blanket Business Income & Extra Expense

Perils Insured: Special Cause of Loss

Co-Insurance: 100% Agreed Value

Property Valuation: Replacement Cost

Deductible: \$5,000 72 Hours: Business Income & Extra Expense

Ordinance or Law:

A – Loss to value of undamaged portion of building - 110%
B – Demolition cost to demolish undamaged portion of building - \$250,000
C – Increased Cost to reconstruct building due to ordinance or Law - \$250,000

Earthquake: \$1,000,000 Limit with 10% deductible

Electronic Data Hardware and Software:

\$3,531,000 Limit
\$1,000 Deductible

Flood Insurance:

\$1,000,000 Limit
\$25,000 Deductible

Special Coverage Consideration:

- Honor Roll Plus Enhancement Form CPR7602

EQUIPMENT BREAKDOWN INSURANCE

INSURER: Wright Risk Management
POLICY NUMBER: CND-OH-EPP-19274-002
POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

Limit of Insurance:	\$7,033,500
Deductible:	\$ 5,000
Loss of Income Extra Expense	\$1,500,000

Special Coverage Considerations:

Spoilage	\$ 500,000
Data Restoration	\$ 100,000
Demolition	\$2,000,000
Expediting Expense	\$ 500,000
Hazardous Substance	\$ 250,000
Newly Acquired Locations	\$1,000,000
Computer Equipment	Included
Increased Cost of Construction	\$2,000,000
Service Interruption	\$ 250,000
CFC Refrigerants	Included

(INSERT MASTER UNDERWRITING SCHEDULE)

COMMERCIAL GENERAL LIABILITY INSURANCE

INSURER: Wright Risk Management
POLICY NUMBER: CND-OH-EPP-19274-002
POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

Limits of Liability:

\$3,000,000	General Aggregate
\$3,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$ 500,000	Damage to Premises Rented to You (Any One Premises)
\$ 15,000	Medical Expense (Any One Person)

Special Coverage Considerations:

1) Employee Benefits

\$1,000,000 Each Employee
\$1,000,000 Aggregate Limit
\$ 1,000 Deductible
Retroactive Date: 09/01/1999

2) Employer's Liability (Ohio Stop Gap)

\$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Aggregate

3) Adverse Event Response

\$ 1,000,000 Each Violent Event
\$ 50,000 Each Person
\$ 1,000,000 Aggregate

4) Innocent Party Defense

\$ 300,000 Aggregate Limit

5) Educator's Legal Liability

Coverage includes E&O/D&O and EPLI

\$1,000,000 Limit of Insurance

\$3,000,000 Aggregate Limit

\$ 100,000 Non-Monetary Defense Limit

\$ 100,000 Non-Monetary Defense Aggregate Limit

\$ 5,000 Deductible

Retroactive Date: 9/1/1999

6) Sexual Misconduct

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

7) Corporal Punishment

\$1,000,000 Limit

EMPLOYEE DISHONESTY AND CRIME INSURANCE

INSURER: Wright Risk Management
POLICY NUMBER: CND-OH-EPP-19274-002
POLICY PERIOD: October 15, 2016 to October 15, 2017
COVERAGE:

Limits of Insurance:

Employee Dishonesty (including ERISA)	\$1,000,000
Forgery or Altercations	\$ 250,000
Theft of Money and Securities – Inside	\$ 10,000
Theft of Money and Securities – Outside	\$ 10,000
Computer Fraud	\$ 250,000
Deductible:	\$ 1,000

AUTOMOBILE INSURANCE

INSURER: Wright Risk Management

POLICY NUMBER: CND-OH-CAP-19275-002

POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

Hired and Non-Owned Automobile Liability \$1,000,000

Hired Auto Physical Damage: \$ 50,000

Deductible \$ 500

COMMERCIAL UMBRELLA LIABILITY

INSURER: Wright Risk Management

POLICY NUMBER: CND-OH-EXL-19277-002

POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

Each Occurrence Limit	\$15,000,000
Aggregate Limit	\$15,000,000
Self-Insured Retention	\$ -0-

Schedule of Underlying Insurance:

- General Liability
- Automobile Liability
- Employee Benefits Liability
- Sexual Misconduct Liability
- Educator's Legal Liability

STUDENT ACCIDENT POLICY

INSURER: Markel Insurance Company
POLICY NO: MAR16350
POLICY PERIOD: October 15, 2016 to October 15, 2017

COVERAGE:

\$250,000	Aggregate Limit of Indemnity
\$ 500	Deductible
\$ 10,000	Aggregate Maximum of Medical Expense
\$ 500	Deductible
\$ 10,000	Accidental Death and Dismemberment Benefit

Student Breakdown by School (3,433 is the current 2016-2017 Student Total)

- Village Prep School: DBA Village Prep Cliffs – 395
- Village Prep School: Woodland Hills Campus DBA Village Prep Woodland Hills - 421
- Cleveland Entrepreneurship Prep School DBA E Prep Cliffs - 309
- Entrepreneurship Prep School: Woodland Hills Campus DBA E Prep Woodland Hills - 288
- Citizens Academy DBA Citizens Academy - 408
- Citizens Academy East - 407
- Citizens Leadership Academy - 268
- Citizens Academy Southeast - 259
- Near West Intergenerational School - 213
- The Intergenerational School - 232
- Lakeshore Intergenerational School - 175
- Village Prep: Willard - 58

ALLOCATION OF ANNUAL PREMIUM

COVERAGE	2014-2015	2015-2016 (Expiring)	2016-2017
Package Policy (General Liability, SLEO, Computer Equipment, Property, Automobile, and Educators Legal Liability)	\$58,188	\$58,146	\$59,200
\$15,000,000 Umbrella Liability	\$17,140	\$16,966	\$17,951
Flood Insurance (\$400 Billed to BCS)	Included	Included	Included
Sub-Total	\$75,328	\$75,112	\$77,151
Student Accident Insurance	\$ 8,658	\$ 9,452	\$ 9,433
Grand Total	\$83,986	\$84,333	\$86,584

***Optional Estimates for 5 Separate Board Policies:**

- 1 Million Liability Limit per Policy **\$8,000 each**
- 5 Million Liability Limit per Policy: **\$12,000-\$20,000 each**

Recommended Additional Coverage Options:

1. Cyber Liability - \$1,000,000 Limit: **\$10,500***
*Premium is based on 55 Million Projected Revenues
Signed Application required to Bind Coverage
2. Fiduciary Liability - \$1,000,000 Limit: **\$500**
3. Law Enforcement Liability - \$1,000,000 Limits: **Estimated Premium \$1,000-\$1,500**

RENEWAL RATE COMPARISON			
Coverage	Rates 2015-2016	Rates 2016-2017	Year to Year
Property	\$.191	\$.197	3.1%
Liability/Educators Legal Liability	\$12.47	\$12.38	- 1%
Umbrella	\$5.61	\$5.94	5.8%
Coverage	Exposures 2015-2016	Exposures 2016-2017	Year to Year
Property	\$6,933,500	\$7,033,500	1.4%
Liability/Educators Legal Liability	3,022	3,648	20.7%
Umbrella	3,022	3,648	20.7%



Performance Accountability Framework

Attachment 11.6

School Name	The Intergenerational School
School IRN#	133215
Building Leader	Mario Clopton-Zymler, Ed.D
Board President	Lynn Carpenter
Contract Term Dates	07/01/2017- 06/30/2025
Management Company	None
School Mission	Intergenerational Schools connect, create, and guide a multigenerational community of lifelong learners and spirited citizens as they strive for academic excellence.

Section I –Performance on the State Report Card Component

The ESC of Lake Erie West will use data reported by the Ohio School Report Card to analyze school performance on state-mandated assessments. All applicable measures and indicators of student performance on the report card will receive a rating based on performance. To successfully meet the target for measure and indicator, the school must be rated **Meets Standard** or higher.

School Academic Performance on the Traditional Ohio School Report Card				
Academic Indicators	Exceeds Standard (6 points)	Meets Standard (4 points)	Approaches Standard (2 Points)	Falls Below Standard (0 points)
Overall Rating	5 or 4 Stars	3 Stars	2 Stars	1 Star
Achievement Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Performance Index	≥80% of maximum score	≥70% but < 80% of maximum score	≥50% but < 70% of maximum score	< 50% of maximum score
Progress Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Gap Closing Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Chronic Absenteeism		Met		Not Met
Gifted Performance	N/A	N/A	N/A	N/A
Graduation Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
4-Year Graduation Rate	≥93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
5-Year Graduation. Rate	≥ 93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
Early Literacy Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Proficiency in 3 rd Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
Promotion to 4 th Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
Improving K-3 Literacy	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
College, Career, Workforce and Military Readiness		Not reported until 2024-2025		
PBIS		Yes		No
Performance Index vs. Similarly Situated Local Schools	Exceeds performance index average gathered from two (2) similar schools in the local market	Meets performance index average gathered from two (2) similar schools in the local market	Meets performance index gathered from one (1) similar school in the local market	Falls below performance index gathered from two (2) similar schools in the local market
Similar School 1: Harvey Rice Elementary				

School Academic Performance on the Dropout Prevention and Recovery (DOPR) Ohio School Report Card

Academic Indicators		Exceeds Standard (6 points)	Meets Standard (4 points)	Does Not Meet Standard (0 points)
Overall Rating		Exceeds Standards	Meets Standards	Does Not Meet Standards
Achievement Component		Exceeds Standards	Meets Standards	Does Not Meet Standards
Progress Component		Exceeds Standards	Meets Standards	Does Not Meet Standards
Gap Closing Component		Exceeds Standards	Meets Standards	Does Not Meet Standards
Chronic Absenteeism			Met	Not Met
Graduation Component		Exceeds Standards	Meets Standards	Does Not Meet Standards
4-Year Graduation Rate		Exceeds Standards	≥ 90% but < 93.5%	< 84%
5-Year Graduation Rate		Exceeds Standards	≥90% but < 93.5%	< 84%
6-Year Graduation Rate		Exceeds Standards	Meets Standards	Does Not Meet Standards
7-Year Graduation Rate		Exceeds Standards	From 68%-77%	< 58%
8-Year Graduation Rate		Exceeds Standards	From 68%-77%	< 58%
Combined Graduation Rate vs. All Ohio DOPR Schools		Scored 7% or more above all Ohio DOPR Schools	Scored the same as or up to 6.9% above all Ohio DOPR Schools	Scored below all Ohio DOPR Schools
College, Career, Workforce and Military Readiness			Not reported until 2024–2025	
PBIS			Yes	No
Progress Component vs. Similar DOPR Schools		Scored the same or better than similar schools in both Reading and Math	Scored the same or better than similar schools on either Reading or Math	Scored the lower than similar schools in both Reading and Math
Similar School 1:	Similar School 2:			

Section II – Academic Achievement Targets & Metrics Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance.

School Academic Achievement Targets & Metrics							
Measure Domain	Assessment	Grades		Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Achievement	Schools locally administered norm-referenced assessment Reading/ELA	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Schools locally administered norm-referenced assessment Math	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	English Language Arts I End of Course (EOC) pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in ELA	50-69% of students pass EOC exam in ELA	40-49% of students pass EOC exam in ELA	< 40% of students pass EOC exam in ELA
			DOPR	68% of students pass EOC exam in ELA	45-67% of students pass EOC exam in ELA	32-44% of students pass EOC exam in ELA	< 32% of students pass EOC exam in ELA
Achievement	Algebra I EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in Algebra I	50-69% of students pass EOC exam in Algebra I	40-49% of students pass EOC exam in Algebra I	< 40% of students pass EOC exam in Algebra I
			DOPR	68% of students pass EOC exam in Algebra I	45-67% of students pass EOC exam in Algebra I	32-44% of students pass EOC exam in Algebra I	< 32% of students pass EOC exam in Algebra I
Achievement	Biology EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in Biology	50-69% of students pass EOC exam in Biology	40-49% of students pass EOC exam in Biology	< 40% of students pass EOC exam in Biology
			DOPR	68% of students pass EOC exam in Biology	45-67% of students pass EOC exam in Biology	32-44% of students pass EOC exam in Biology	< 32% of students pass EOC exam in Biology
Achievement	English Language Arts II EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in ELA II	50-69% of students pass EOC exam in ELA II	40-49% of students pass EOC exam in ELA II	< 40% of students pass EOC exam in ELA II

			DOPR	68% of students pass EOC exam in ELA II	45-67% of students pass EOC exam in ELA II	32-44% of students pass EOC exam in ELA II	< 32% of students pass EOC exam in ELA II
Achievement	Geometry EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in Geometry	50-69% of students pass EOC exam in Geometry	40-49% of students pass EOC exam in Geometry	< 40% of students pass EOC exam in Geometry
			DOPR	68% of students pass EOC exam in Geometry	45-67% of students pass EOC exam in Geometry	32-44% of students pass EOC exam in Geometry	< 32% of students pass EOC exam in Geometry
Achievement	American US History EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in American US History	50-69% of students pass EOC exam in American US History	40-49% of students pass EOC exam in American US History	< 40% of students pass EOC exam in American US History
			DOPR	68% of students pass EOC exam in American US History	45-67% of students pass EOC exam in American US History	32-44% of students pass EOC exam in American US History	< 32% of students pass EOC exam in American US History
Achievement	American US Government EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in American US Government	50-69% of students pass EOC exam in American US Government	40-49% of students pass EOC exam in American US Government	< 40% of students pass EOC exam in American US Government
			DOPR	68% of students pass EOC exam in American US Government	45-67% of students pass EOC exam in American US Government	32-44% of students pass EOC exam in American US Government	< 32% of students pass EOC exam in American US Government
Achievement	Credit Earning Rate	9th-12th	Traditional	The average credit earning rate for all students is 90-100%	The average credit earning rate for all students is 80-89%	The average credit earning rate for all students is 60-79%	The average credit earning rate for all students is below 60%
			DOPR	The average credit earning rate for all students is 80-100%	The average credit earning rate for all students is 70-79%	The average credit earning rate for all students is 60-69%	The average credit earning rate for all students is below 60%

Section III – Academic Growth Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance. All locally administered norm-referenced assessments must be on the Ohio Department of Education approved vendor list.

Traditional School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	K-12	Students grow 1.0 or more in grade equivalency from the beginning of year to end of year administration	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		NWEA					
Growth	Schools locally administered norm-referenced assessment Math	K-12	Students grow 1.0 or more in grade equivalency from the beginning of year to end of year administration	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		NWEA					
Growth	Schools locally administered norm-referenced assessment Subgroup	K-12	Students grow 1.0 or more in grade equivalency from the beginning of year to end of year administration in Reading/ELA or Math	80-100%	50-79%	40-49%	< 40%
Identified Subgroup	<i>Students with Disabilities</i>	Identified Subject	<i>Literacy</i>	Locally Administered Norm-Referenced Assessment			NWEA

DOPR School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:							
Growth	Schools locally administered norm-referenced assessment Math	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:							
Growth	Schools locally administered norm-referenced assessment Subgroup	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Identified Subgroup		Identified Subject		Locally Administered Norm-Referenced Assessment			

Section IV – Performance on Other Fiscal, Governance, Organizational, and Operational Components

The ESC of Lake Erie West will use data reported by the school to analyze the performance of the non-academic organizational, operational, compliance, and fiscal goals. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance. Schools must complete the **Mission-Specific** goal section.

School Fiscal Performance Targets and Metrics				
Measure Domain	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Current Ratio of Assets to Liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is ≤ 0.9
Unrestricted Days of Cash	School has 60 days cash available	School has between 30 and 60 days cash available	School has between 15 and 30 days cash available	School has < 15 days cash available
Current-year Enrollment Variance	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90–95% of budgeted enrollment in most recent year	Actual enrollment is 80–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
Debt Management	School carries no debt	School meets all debt requirements and is not delinquent on payments	Schools has missed payments	School is in default on any debt service
Total Expense Variance	School expenses are less than 95% of projected	School expenses are between 95-100% of projected	School expenses are between 100-110% of projected	School expenses are more than 110% of projected
Sponsor Financial Reporting	All reports submitted by deadline	No more than two (2) reports or responses submitted no more than five (5) days late	Between three (3) to four (4) reports submitted no more than five (5) days late	More than four (4) reports submitted late or more than five (5) days late
Audit Findings	School's most recent audit contains zero (0) findings AND management letter comments	School's most recent audit contains zero (0) findings and no more than two (2) management letter comments	School's most recent audit contains zero (0) findings and between two (2) to five (5) management letter comments	School's most recent audit contains any findings and/or five (5) or more management letter comments
Enrollment Sustainment	Final FTE is >95% of beginning FTE	Final FTE is between 90% and 95% of beginning FTE	Final FTE is between 85% and 90% of beginning FTE	Final FTE is <85% of beginning FTE
Sustainability	The % of eligible students remaining enrolled from one year to the next (October to October) will be at least 90%	The % of eligible students remaining enrolled from one year to the next (October to October) will be 80-89%	The % of eligible students remaining enrolled from one year to the next (October to October) will be at least 70-79%	The % of eligible students remaining enrolled from one year to the next (October to October) below 70%

School Governance Performance Targets and Metrics

Measure Domain	Assessment	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
School Governance	Board Engagement	100% of board members attend two (2) or more school visits or school-sponsored events	100% of board members attend at least one (1) school visit or school-sponsored event	At least one board member attends at least one (1) school visit or school-sponsored event	Zero (0) board members attend a school visit or school-sponsored event
School Governance	Required Number of Regular Board Meetings		Six (6) Meetings held per year	Five (5) meetings held per year	Four (4) or fewer meetings held per year
School Governance	Required Number of Board Members		Five (5) or more sponsor approved board members for all meetings		Fewer than five (5) sponsor approved board members for one (1) or more meetings
School Governance	Proper Meeting Notice		Timely public notice for all meetings, reschedules, and cancellations	Timely public notice not provided for one (1) meeting, reschedule, or cancellation	Timely public notice not provided for two (2) or more meetings, reschedules, or cancellations
School Governance	Required Board Member Training		Completion of Open Meetings and Public Records for 100% of board members	Completion of Open Meetings and Public Records for 80-99% of board members	Completion of Open Meetings and Public Records for less than 80% of board members
School Governance	Board Member Attendance	Overall member attendance is > 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-79%	Overall member attendance is < 70%

Compliance/Organizational/Operational Performance Targets and Metrics					
Measure Domain	Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Legal Compliance	On-time Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Accuracy of Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Five-Year Forecast Submission		November & May forecasts approved and submitted on-time	November & May forecasts approved and submitted 1-15 days after deadline	November & May forecasts approved and submitted 16 or more days after deadline
Legal Compliance	Annual Budget		Annual Budget approved and submitted on-time	Annual Budget approved and submitted 1-15 days after deadline	Annual Budget approved and submitted 16 or more days after deadline
Legal Compliance	Annual Report		School Annual Report submitted AND made available to parents by the due date		School Annual Report not submitted OR not made available to parents by the due date
Legal Compliance	Emergency Management Plan		Emergency management plan approved and current		Emergency management plan not submitted on time, approved or expired
Student Discipline K-3	House Bill 318 restricts the out-of-school suspensions (OSS) and expulsions for students in grades K-3 grade for offenses that do not pose significant danger to school and student safety (as defined by Ohio law). **Detailed documentation is required to determine if OSS meets the requirements of the law**		Zero (0) out-of-school suspensions (OSS)	One (1) or more OSS with proper documentation and within the guidelines of the law	One (1) or more OSS without proper documentation and without meeting guidelines of the law

Student Discipline 4-8	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year
Student Discipline 9-12	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year
Mission Specific	Within the next academic year, The Intergenerational Schools will initiate a partnership with the East End Neighborhood House, an organization in our community that runs a program called the Ubuntu Learning Center. The program will provide tutoring and mentoring services that promotes a culture of continuous learning among students leading to a 2% increase in the PI score on the 23-24 state report card from the previous year's data. This initiative aligns with our mission to connect, create, and guide a multigenerational community of lifelong learners and spirited citizens while striving for academic excellence.	School shows evidence of exceeding mission-specific contract SMART goal	School shows evidence of meeting mission-specific contract SMART goal	School shows evidence of meeting some, but not all, of its mission-specific contract SMART goal	Evidence of meeting mission-specific SMART goals is not provided or school is not meeting the goal

Performance Accountability Framework Attachment 11.6 – Measurable SMART Goals

Each school will write their own Mission-Specific goal in Section IV. This goal must reflect the stated mission of the school and how the school addresses and reinforces the mission over the course of the academic year. The goal must illustrate how the school uses data to measure its progress towards improved outcomes for students.

For example, if a school’s mission statement pertains to character education, the school may choose to write a goal that demonstrates in a measurable way how their work towards the mission impacts student data such as improving attendance, student discipline data, academic achievement, involvement in community service activities, student honors and awards, etc.