

## AMENDED AND RESTATED CONTRACT

### FOR

### OHIO COMMUNITY SCHOOL

This **Contract** is entered into by and between the **Bowling Green State University** (BGSU or Sponsor) and **Toledo School for the Arts** (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**, BGSU is an authorized sponsor under R.C. Chapter 3314 that provides sponsorship through its College of Education and Human Development; and

**WHEREAS**, the Governing Authority and BGSU wish to fully state and restate their agreement to operate an Ohio public community school;

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

### ARTICLE I

#### Continuation of Community School

- 1.1 **Continuation of Start-Up Community School.** The Governing Authority and the Sponsor agree that the School is a continuing start-up Ohio public community school subject to the laws of the State of Ohio and this Contract. The School covenants and agrees to Sections 1.2 through 1.5 below.
- 1.2 **School Establishment.** The School is established and operated as either (a) a non-profit corporation under R.C. Chapter 1702, if established before April 8, 2003, or (b) a public benefit corporation under R.C. Chapter 1702, if established after April 8, 2003. The School shall maintain in good standing its status as a non-profit corporation. The School shall hold all rights to the name of the School and any of its 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 joint venturer with, 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 in 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 **Prior Status.** The School was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the Sponsor may terminate this Contract.
- 1.6 **Sponsor Responsibilities.** The Sponsor shall carry out the responsibilities established by law, including:
- (a) Monitor the School's compliance with all laws applicable to the School and with the terms of this Contract;
  - (b) Monitor and evaluate the academic and fiscal performance and the organization and operation of the School on at least an annual basis, which evaluation shall be based on the performance requirements set forth in **Attachment 11.6**, state report cards, and any other analysis conducted by the Ohio Department of Education (ODE) or the Sponsor and shall be reported on an annual basis to the ODE and to the parents of students enrolled in the school;
  - (c) Review the financial and enrollment records of the school at least once per month with the Governing Authority or Fiscal Officer and provide a written report regarding the review within ten days after the review;
  - (d) Provide technical assistance to the School in complying with this Contract and with applicable laws, provided, however, that Sponsor shall not give legal advice to the School and the School shall not deem any Sponsor assistance to be legal advice;
  - (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;
  - (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; and
  - (i) Monitor, oversee and provide technical assistance in any closure process of the School.

## 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 Directors (members). 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 FBI 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, as an administrative convenience 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. Such training must be approved by the Sponsor.
- 2.3 **Governing Authority Meetings.** The Governing Authority must hold a minimum of six (6) regular meetings bi-monthly per year. The Sponsor shall have adequate prior written notice of all regular and special meetings and shall be copied with all agendas, packets, handouts, and minutes of all meetings of the Governing Authority and 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 **Executive Director**. 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 he/she is the same person as the Chief Administrative Officer.

- 2.5 **Cooperation with Sponsor Oversight.** The Governing Authority and School administration covenant and agree to cooperate fully with the Sponsor in all activities concerning oversight of the School as are required by laws, rules, and regulations. This may include, but is not limited to:
- Preliminary site visit and certification of letter of assurances at least twelve (12) days prior to the first day of school and at all times thereafter as determined necessary by the Sponsor.
  - Monthly reviews of financial and enrollment records with the Fiscal Officer, followed by a written report to the Executive Director and the Board of Directors or its designee.
  - Read-only access to academic and financial data and data systems
  - Monthly site visits and file reviews, and at all times thereafter as determined necessary by the Sponsor.
  - High stakes review, upon renewal, at least every five years, and as determined necessary by the Sponsor.
  - Other appropriate requests for information from the Sponsor, the ODE, or other applicable governmental agencies.
  - Timely and accurate submission of all required or requested data, including financial and enrollment reports, into the Sponsor’s document management system, Epicenter.
  - Timely and accurate submission of all information needed for Sponsor to comply with R.C. 3314.19.
  - Maintenance of attendance and participation records in accordance with current FTE manuals or guidance.
  - Maintenance of high school drop-out recovery or special education status, if applicable, and compliance with all current and future rules, regulations, and assessments associated with such status.

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

The Sponsor agrees to comply with FERPA and the regulations promulgated thereunder. The Sponsor warrants that it uses reasonable methods to limit Sponsor employee access to only those records in which it has legitimate educational interests and that, as required by law, the Sponsor



will destroy the educational records when no longer needed for the purposes outlined in this Contract or otherwise needed under state or federal law or any applicable court order, unless required by law to keep them in order to finally close the School.

- 2.6 **Power of Attorney.** The Governing Authority hereby grants to the Sponsor a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the Governing Authority, should it become necessary, subject to Ohio Open Meetings law, to appoint a new Board of Directors for cause, for abandonment of duties, or for material and repeated or sustained breach of this Contract or in the event of termination or nonrenewal where the Governing Authority is unable or unwilling to carry out its duties. The Governing Authority confirms its consent to this power by signing below and shall execute and deliver to the Sponsor all agreements and other documents that the Sponsor reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the Governing Authority promptly to comply with the requirements of this subparagraph, the Sponsor shall be entitled to an order of specific performance from a court of law, ordering the Governing Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract.
- 2.7 **General Training.** The Executive Director, or appropriate representative where applicable, shall participate regularly in training required by the Sponsor and by the ODE, or by the approved or affiliated organization of any of the preceding entities. The Executive Director, 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 technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems reasonably necessary or as required by law. The Governing Authority and its administrators have an obligation to attend training and receive technical assistance at the direction of the Sponsor.
- 2.9 **Annual Contract Review.** The Governing Authority agrees to meet with the Sponsor annually to review terms and requirements of this Contract, if the Sponsor deems necessary, and shall reserve at least one half hour at a Governing Authority meeting for that purpose.

### **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 discipline the School for any issues related to an operator of the School and its

administration. 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, an operator or another operator is advisable or necessary, the Sponsor may request, in lieu of discipline, 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** (which shall include the Sponsor's supplemental closing plan) and all other required procedures, including any ODE Closing Procedure Guidance at the pertinent time, even if listed as requirements of the Sponsor. The Governing Authority, Chief Administrative Officer and their assistant, EMIS director, and the licensed School Treasurer shall stay in their positions until the closing of the School and the final audit is completed. Failure to comply with any of those requirements may serve as the basis for injunctive relief.
- 3.5 **Commencement of School Operations.** The School shall open for operation not later than September 30 of each school year, unless the mission of the School is solely to serve dropouts or unless Sponsor is rated exemplary for two or more consecutive years. If the School fails to open within one (1) year after the execution of this Contract, this Contract may be deemed void.
- 3.6 **Policies and Parent Surveys.** Upon request, the School shall send to Sponsor copies of policies and handbooks, including its parent and foster caregiver involvement policy, and any parent survey measuring parent satisfaction with the operation of the School.

#### **ARTICLE IV Compliance with Laws**

4.1 **Compliance with Ohio Laws.** The School shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.074, 3319.075, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391, Chapters 117., 1347., 1702., 2744., 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, the School will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory are permissive, unless otherwise specifically required under this Contract. Laws listed above which are mandatory are also mandatory under this Contract.

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**.

If applicable, 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 if it can be done at no cost to Sponsor. The Sponsor, however, shall not be required to take any action under R.C. 3302.04(F).

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

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

If the School is a recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," the School will pay teachers based on performance in accordance with R.C. 3317.141, will comply with R.C. 3319.111 as if it were a district, and will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the ODE, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.

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

4.2 **Compliance with Other Laws.** The School and the Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, or this Contract. The School is not exempt from federal laws, rules, and regulations, or Ohio laws granting rights to parents. The School

specifically acknowledges that federal laws, rules, and regulations apply to its operation, including but not limited to those concerning federal grants.

## **ARTICLE V**

### **Facilities**

5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at **333 14<sup>th</sup> Street, Toledo, Ohio 43604**. The School may not open an additional facility without the prior written approval of Sponsor, which shall not be unreasonably withheld, and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities. If the School already has a second facility, the second facility is located at [N/A]. Any additional facilities at the time of signing this Contract along with the primary location 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 purchased by the School, the recorded conveyance documents are attached as Attachment 5.2. If any School facility will be purchased by the School, the contract of sale and related documents shall not be signed unless they are consistent with the budget approved by the Governing Authority. A copy of the recorded conveyance documents must be provided to the Sponsor within five (5) business days of execution.

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

5.3 **Compliance with Health and Safety Standards.** Any facility used for or by the School shall meet all health and safety standards established by law for community school buildings. The School shall certify all Sponsor assurances required by law, rule, or regulation to be sent to the ODE. All school facilities will be maintained in a clean, healthy manner to the satisfaction of the Sponsor and/or as indicated by proper authorities. Copies of all current permits, inspections, and/or certificates must be filed with the Sponsor. 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, and thereafter, annually or upon request. Proof of occupancy shall be satisfied by the Governing Authority providing to the Sponsor any permanent, interim, or temporary certificate of occupancy issued by the government agency having jurisdiction over the same.

**ARTICLE VI**  
**Educational Program**

- 6.1 **Enrollment.** The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School shall serve grades **6 through 12**. 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 request by Sponsor of a new budget and revised financial plan and, if School operations do not stabilize, for probation, suspension, termination, or nonrenewal, at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or, (ii) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.
- 6.2 **Continuing Operation.** The School agrees to continue operation by teaching the minimum number of students permitted by law. Failure to continue operation without interruption is grounds for termination of this Contract. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as any change of one week 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 School shall follow that education plan and may not change it without the written consent of the Sponsor. The education plan must show how the School's curriculum is aligned with Ohio Content Standards. The education plan in **Attachment 6.3** must include all classroom-based and non-classroom-based learning opportunities, which comply with the criteria for student participation established in R.C. 3314.08(H)(2). BGSU specifically authorizes "learning opportunities" to include educational opportunities provided by the School during suspension of the School's students, if provided for by the School's own policies, as well as any opportunities provided for in a Credit Flex or College Career Plus program of the School. **Attachment 6.3** shall detail any blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements, and it shall indicate whether the School is planning to seek designation as a STEM school equivalent under R.C. 3326.032.
- 6.4 **Academic Proficiency and Achievement Assessments.** The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the ODE, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. Academic goals and performance standards by which the School will be evaluated by the Sponsor, and which shall include but are not limited to all

applicable report card measures and assessments administered by the School, are outlined in **Attachment 11.6**.

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

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

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

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

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

- (c) ensure that the School distributes the written statement required by R.C. 3314.041 to the parents of all newly-enrolled students.

In addition, 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.

The School shall adopt a policy or policies regarding the enrollment, residency 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**.

The School shall adopt a policy regarding the verification of a student's residence and which is consistent with the School's obligations in accordance with R.C. 3314.11. This policy shall be included in **Attachment 6.12**.

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

## **ARTICLE VII**

### **Reporting**

- 7.1 **Annual Report.** Not later than October 30 of each year, the Governing Authority shall submit to the Sponsor, the parents of all students enrolled in the School, and any other statutorily required parties, its financial status and the annual report of its activities and progress in meeting the goals and standards of this Contract. A draft of the report shall be provided to the Sponsor for review and comment at least 2 weeks before the distribution of the report.
- 7.2 **Reports to Sponsor.** The Governing Authority shall report to the Sponsor the following on or before the day set by statute, rule, regulation, or by the Sponsor, all information or documents required under applicable law, including but not limited to:
- (a) a comprehensive plan for the School, and any updates to such plan, which shall specify:
    - i. the process by which the Governing Authority will be selected in the future;
    - ii. the management and administration of the School;
    - iii. the instructional program and educational philosophy of the School; and
    - iv. internal financial controls;
- When submitting the plan under this division, the School shall also submit copies of all policies and procedures regarding internal financial controls adopted by the Governing Authority.
- (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) within five (5) business days after learning of 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, including, but not limited to, any legal or administrative complaints or charges;
- (d) on an annual basis,
  - i. verification of completion of annual public records and open meetings law training by each Governing Authority member, Fiscal Officer, Chief Administrative Officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the School through an operator contract;
  - ii. any finding for recovery issued by the Auditor of State against any Governing Authority member, the operator, or any employee who works at the School;
  - iii. disclosure statements and signed ethics and conflicts policies for Governing Authority member as filed pursuant to R.C. 3314.02(E)(7);
  - iv. updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
  - v. a detailed accounting of the nature and costs of the goods and services that the operator (if any) provides to the School, pursuant to R.C. 3314.024, if the operator receives more than twenty percent (20%) of the School's gross annual revenues; and
  - vi. the information required under R.C. 3314.08(B)(2); and
- (e) all items required to be reported in this Contract, required by Sponsor through the Sponsor's document management system, Epicenter, or by the ODE, including but not limited to those listed on **Attachment 7.2**.
- (f) upon request, the Governing Authority shall promptly respond to the Sponsor's inquiries regarding any information reported to the Sponsor and any other matters the Sponsor deems important.

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, so long as the educational process or testing is not disrupted. The Sponsor will attempt to coordinate all site visits with the Superintendent unless the Sponsor reasonably believes an unannounced site visit is necessary for the Sponsor to conduct an investigation into a complaint and coordination would compromise that investigation.

7.4 **Role of Sponsor's Community School Liaison.** All reports required by this Agreement shall be delivered to Sponsor's Community School Liaison. The Community School Liaison shall serve as the School's principal point of contact with the Sponsor. All School communications to the Sponsor shall be directed to the Community School Liaison.

## 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 3314.31 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 **28 to 1**, unless otherwise agreed to in writing between Sponsor and School. The School may also employ necessary non-teaching employees.

Prior to opening day, the School will provide the Sponsor with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the School. All teachers and para-professionals in core subject areas shall be properly certified or licensed in accordance with R.C. 3319.074. 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. All paraprofessionals employed by the School to provide academic support in a core subject area in a program supported with funds received under Title I of the "Elementary and Secondary Education Act of 1965," 20 U.S.C. 6301 et seq., must be properly certified.

- 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 /FBI fingerprint and background check information) of teachers, staff, and 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.
- 8.5 **Placement of Teacher Candidates.** The School agrees to first accept qualified, eligible teacher candidates from the Bowling Green State University College of Education and Human Development whenever it has available student placements.

## 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 obligate the Fiscal Officer to assist in all audits and to perform all duties required by law or this Contract and must be included in **Attachment 9.2**. The School may not change its Fiscal Officer without prior written approval from the Sponsor, which will not be unreasonably withheld. Any changes to the fiscal services agreement must be reported to the Sponsor within five (5) business days. If the School and the Sponsor have waived the requirement of employing or contracting directly with the Fiscal Officer, pursuant to R.C. 3314.011(D), the current resolution waiving this requirement must be attached to this Contract in **Attachment 9.2**. Such resolution shall only be valid for one year, and any subsequent resolution adopted by the School must be approved by the Sponsor and submitted to the ODE. Should the School be declared unauditible under R.C. 3314.51, the Governing Authority shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s).

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

- 9.3 **Fiscal Licensure.** Prior to assuming the duties of Fiscal Officer of the School, the Fiscal Officer shall be licensed as provided for in R.C. 3301.074. The licensure is attached as **Attachment 9.3**. Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

9.4 **Fiscal Bond or Pooled Insurance.** The School's Fiscal Officer shall execute a bond in an amount annually approved by Governing Authority in a resolution, but for no less than twenty-five thousand dollars (\$25,000), payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School's Fiscal Officer. The bond shall be deposited with and certified by the Governing Authority, a certified copy thereof filed with the county auditor, and a copy shall be contained in **Attachment 9.4**. Any updates, cancellations or changes to the bond shall be sent to the Sponsor within five (5) business days. Cancellation of the bond may be grounds for suspension or termination of this Contract.

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

9.5. **Financial Plan.** A financial plan detailing an estimated school budget for every year of the Contract is attached as **Attachment 9.5**. Each year of this Contract, on or before October 31, a school budget that includes all required elements under R.C. 3314.032(C) shall be adopted by the Governing Authority and submitted to the Sponsor. If the School is managed by a third party operator, the Governing Authority must procure from such operator sufficient data, at the Sponsor's discretion, to allow the Sponsor to review revenue and expenses as required or permitted by law. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year. The School agrees to provide further breakdown of revenue or expenses, or line items for expenses or revenue not projected, upon Sponsor's request. Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6**.

9.6 **Borrowing Money.** The School may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School must issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the School. The School may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities. All moneys borrowed from the School's operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate. The Governing Authority shall not request that BGSU extend any loan, credit, or other advance of funds.

9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** For and in consideration of two percent (2.0%) of the total amount of payments for operating expenses received by the School from the State of Ohio (but only up to three percent (3%) of such funds unless otherwise allowed by law), the Sponsor shall provide the monitoring, oversight, and

technical assistance required by law. Payments to the Sponsor shall be made by quarterly automatic transfer (ACH) to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The phrase “operating expenses received by the School” is understood to be 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 to refund any overpayment, 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. The School shall pay the Sponsor for each month in which the Sponsor provides services under this Contract, even if payments for operating expenses are received after it the Contract is terminated, expires, or is not renewed.

- 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 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 foregoing 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 and certificate holder. The insurance coverage must be occurrence coverage, rather than claims made coverage; must name the Sponsor, its Board of Trustees, officers, and employees as additional insureds; and must be deemed primary to the Sponsor’s other collectible insurance as to matters involving the Sponsor’s sponsorship of the School. In addition, the Governing Authority will, at all times, maintain business interruption insurance and contractual liability insurance in commercially reasonable amounts. 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, excess or umbrella insurance, business interruption insurance, contractual 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 of Trustees, 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;
- (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 any one or more 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 any agreement connected with this Contract) or under the law; or (3) any one or more Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the Governing Authority, or to third parties, that are in any way related to the School or its operations or to closure, termination, or suspension of the School;
- (f) Any audit finding based on failure of the School to accurately report enrollment, attendance, or participation in learning opportunities, or inaccurate EMIS submissions; and,
- (g) Any one or more 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 obligation is not limited by the Governing Authority's insurance coverage.

**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 of Trustees, officers, 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 party, with full authority to bind the party. 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 **Specific 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 any of the following BGSU officials: the President, the Provost and Senior Vice President for Academic Affairs, the Dean of Education and Human Development, the Associate Dean of Education and Human Development, the Dean of the College of Music Arts, the Dean of Arts and Science, the Community School Liaison, or other Sponsor agent authorized by the BGSU President or Board of Trustees.
  - (c) The Sponsor's authority to assume operation of the School under the conditions specified in R.C. 3314.073(B).
  - (d) The authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
  - (e) The authority of the ODE to suspend the operations of the School under R.C. 3314.072 if the department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.
  - (f) That the Sponsor is not liable for the acts, omissions, or the debts of the School pursuant to R.C. 3314.07(E), 3314.40(G), and any other applicable law limiting the liability of the Sponsor.
  - (g) That the Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the status of the School as an Ohio Community School, as well as correct problems in the School's performance.
  - (h) That the ODE may take over sponsorship of the School in accordance with R.C. 3314.015(C).
  - (i) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
  - (j) That the Auditor of the State of Ohio may deem the School "unauditable" and direct the stoppage of funding for the School, and that the Sponsor has the right to terminate this Contract in such a situation.
  - (k) That the ODE has set out its guidance for closing procedures (attached as a modified supplement in **Attachment 3.4**).

(l) That the Sponsor and its officers, directors, Board of Trustees, 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.

(m) That neither party may seek damages from the other related to any revocation of sponsorship authority, whether by operation of R.C. 3314.016 or otherwise.

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 **three (3) year(s)**, effective as of or commencing on July 1, 2019 and ending on June 30, 2022. 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. The Sponsor may also exercise its option not to renew the Contract for any reason.

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 or as otherwise allowed by law.

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;
- viii. the School's score on the Sponsor's renewal rubric; and
- ix. other good cause.

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

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

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

- 11.8 **Probation.** The Sponsor may, in lieu of suspension or termination, declare in writing that the School is in a probationary status, after consulting with the Governing Authority or authorized parties thereof, specifying the conditions that warrant probation, and after receiving the Governing Authority's written assurances (satisfactory to Sponsor) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the then-current school year. Sponsor may proceed to suspension, termination, or take-over of operations if the Sponsor finds at any time that the Governing Authority is no longer able or willing to remedy the conditions to the satisfaction of Sponsor. Sponsor may suspend in lieu of probation at any time pursuant to Section 11.9 below.

- 11.9 **Suspension.** The Sponsor may suspend operations of the School if (a) conditions of the School do not comply with a health and safety standard established by law for school buildings; or (b) for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause. The Sponsor first sends a written notice of intent to suspend explaining the reasons and provides the Governing Authority with five (5) business days to submit a remedy, and reviews and approves or disapproves of the proposed remedy. If the Sponsor disapproves of the proposed remedy, or, the Governing Authority fails to submit a remedy or fails to implement the remedy then the School's operations shall be suspended.

Once the School is suspended, it must cease operations on the next business day and immediately send notice to all School employees and parents stating that the School is suspended and the reasons therefor. 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. 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 Sponsor's 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.
- 11.12 **Failure to Open/Permanent Closure.** If the School fails to open before September 30<sup>th</sup> 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 in writing 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 provision: This Contract shall not inure to the benefit of anyone other than as provided for in this sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.
- 11.16 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and notice may be satisfied by personal delivery or by any other means by which receipt can be documented to: in the case of the Sponsor, the Community School Liaison, at the last-known business address of the Sponsor; in the case of the Governing Authority, the Chief Administrative Officer, a member of the Governing Authority, or the Governing Authority's attorney, at the last known business or home address of the School its administrator, Governing Authority member, or Governing Authority's attorney.

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

- 11.17 **Severability.** Should any term, clause, or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses, or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.18 **Changes or Modifications.** This Contract constitutes the entire agreement among the parties, and no changes or modifications to this Contract shall be valid and binding unless signed by both the Sponsor and the Governing Authority. Notifications required by this Contract shall not be considered changes or modifications of this Contract.
- The Sponsor has an obligation to update this Contract annually due to changes in statutes, case law, rules, procedures or duly enacted governmental mandates, as well as in accordance with changes in Ohio accountability systems, and the School agrees to modify the Contract annually 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.
- 11.20 **Preservation of Intellectual Property Rights.** Neither party shall have any right, title or interest in, nor be authorized to use any name, trademark, trade name, fictitious name, trade secret, copyright, patent, or other right to intellectual property of the other party in any manner whatsoever, except as expressly authorized herein or as subsequently authorized, in writing, by the party owning that intellectual property. No provision of this Contract is intended to convey a property right from one party to the other; provided that, a party may use the name of the other party to describe objectively the relationship of the parties under this Contract, their respective responsibilities, and/or their joint collaborations.
- 11.21 **Governing Law.** This contract shall be governed by and interpreted according to the laws of the State of Ohio.

(signatures appear on the following page)

**Bowling Green State University**

By: Joe B. Zilkhead  
(Signature)

Its: Provost and Senior Vice President

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

Date: 6/13/19

**Toledo School for the Arts**

By: Maura Ramona  
(Signature)

Its: President, Governing Board

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

Date: 6-13-19

APPROVED AS TO LEGAL FORM

Michael J. [Signature]

OFFICE OF GENERAL COUNSEL

**ATTACHMENT 1.4**  
**GOVERNANCE PLAN**

1. Certificate of Incorporation
2. Articles of Incorporation
3. Appointment of Statutory Agent
4. Code of Regulations
5. Employee 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.

	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	9/17/1998	199825900824	ARN DOMESTIC ARTICLES/NON-PROFIT	25.00	10.00	0.00	0.00	0.00
			<b>TOTAL</b>	25.00	10.00	0.00	0.00	0.00

**Return To:**  
**COOPER,WALINSKI & CRAMER**  
**ATTN A J BORMAN**  
**P O BOX 1568**  
**TOLEDO, OH 43603-0000**

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



*The State of Ohio*  
 *Certificate* 

*Secretary of State - Bob Taft*

**1031317**

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for TOLEDO SCHOOL FOR THE ARTS and that said business records show the filing and recording of:*

Document(s)  
 DOMESTIC ARTICLES/NON-PROFIT

Document No(s):  
 199825900824

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 15th day of  
 September, A.D. 1998



*Bob Taft*  
 Bob Taft  
 Secretary of State

# Cooper, Walinski & Cramer

A Legal Professional Association

900 Adams Street  
P.O. Box 1568  
Toledo, OH 43603

(419) 241-1200  
(419) 242-9606 Fax  
(419) 242-5675 Fax  
Toledo@cwlegal.com

Suite 200 108 East Main Cross  
121 West Washington Street Findlay, OH 45840  
Ann Arbor, MI 48104 (419) 423-9148  
(734) 663-6535 (419) 423-8936 Fax  
(734) 663-0996 Fax cwcfm@bright.net  
cwcaa@voyager.net

Terrell A. Allen  
Libbey W. Call Best\*  
Jacqueline M. Boney  
Amy J. Borman\*  
Paul A. Callam\*\*  
Cary Rodman Cooper\*  
David Rodman Cooper\*  
Bruce A. Cramer  
John Czarnecki  
Stephen M. Dane  
Patrick J. Downey\*  
Janis E. Susalla Foley\*  
Janet E. Hales\*  
Vaughn A. Hoblet\*  
T. Scott Johnston\*  
Kathleen W. Kolodgy  
Margaret J. Lockhart\*  
W. Miles McKee\*

John K. Nelson  
Beth A. Rowe\*  
Joel M. Shere\*\*  
Lucy M. Snyder\*  
Michael L. Stokes\*  
Joseph P. Thacker  
Thomas J. Tucker\*  
Louis Udell\*  
Richard S. Walinski  
Keith A. Wilkowski

Mary C. Smith  
David P. Strup  
of counsel

All Admitted in Ohio except  
\*Admitted in Ohio and Michigan  
\*\*Admitted in Michigan

September 14, 1998

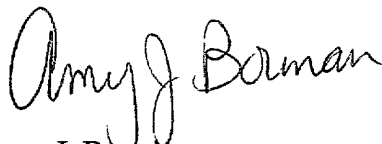
Secretary of State  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43266-0418

RE: Toledo School for the Arts

Dear Sir:

Enclosed please find the Articles of Incorporation and Original Appointment of Statutory Agent for the Toledo School for the Arts along with our firm's check for the filing fee (\$85.00 plus \$10.00 expedited). Please return the recorded documents to me at your earliest convenience.

Best regards,



Amy J. Borman

AJB/cjw

Enclosure



ARTICLES OF INCORPORATION  
OF THE  
TOLEDO SCHOOL FOR THE ARTS

The undersigned, desiring to form a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code, does hereby certify that:

FIRST: The name of the corporation shall be the TOLEDO SCHOOL FOR THE ARTS.

SECOND: The place in Ohio where the principal office of the corporation is to be located is Toledo, Lucas County, Ohio.

THIRD: The corporation is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law (the "Code") to operate as a community school in the State of Ohio. This corporation shall not engage in activities which are not in furtherance of the educational purposes set forth in this Article THIRD.

FOURTH: The following restrictions shall apply to the corporation:

- (a) No part of the assets or of the net earnings of the corporation shall inure to the benefit of any member, trustee, or officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes). In the event of the liquidation or dissolution of the corporation, whether voluntary or involuntary, no member, trustee or officer of the corporation, or any private individual, shall be entitled to any distribution or division of the remaining assets or their proceeds.
- (b) No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, nor shall the corporation participate or intervene in (including the publication and distribution of statements) any political campaign on behalf of any candidate for public office.
- (c) Notwithstanding any other provision in these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Code Section 501(c)(3), or by an organization, contributions to which are deductible under Code Section 170(c)(2), or corresponding provisions of any subsequent federal tax laws.

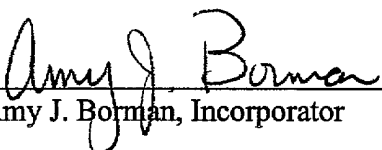
FIFTH: The names and addresses of the persons who are appointed to act in the capacity of trustees of this corporation until the selection of their successors are as follows:

<u>Name</u>	<u>Address</u>
Tom Brooks	6444 Monroe Street, Sylvania, OH 43560
Mike Calabrese	7330 Twin Canyon, Lambertville, MI 48144
Richard Lieb	3505 W. Lincolnshire Blvd., Toledo, OH 43606
Jonnie Myers	2554 West Village Drive, Toledo, OH 43614
Bruce Douglas	2849 Falmouth, Toledo, OH 43615
Dr. George Tombaugh	5662 Parkwood Boulevard, Sylvania, OH 43560
Patricia Kennedy	3115 Gracewood Road, Toledo, OH 43613
Pat McNerney	3440 Corey Road, Toledo, OH 43615
Sara Jane Kasperzak	28627 Stonecroft, Perrysburg, OH 43551
Susan Reams	30120 Waterford Drive, Perrysburg, OH 43551
Dr. Silagh White	449 South Grove St., Bowling Green, OH 43402
Nigel Burgoine	Toledo School of Ballet, Franklin Park Mall Toledo, OH 43607
Bruce Jacobson	2165 Glenacres Court, Maumee, OH 43537
Jan Aguilar	1607 Watova Road, Toledo, OH 43614
Eileen Kerner	6023 Miakonda Tr., Sylvania, OH 43560
Elizabeth A. Emmert	Toledo Opera Association 406 Adams Street, Toledo, OH 43604
Joe Coley	104 Treetop Place, Holland, OH 43528
Johnetta McCollough	1221 Westfield Drive, Maumee, OH 43537
Dr. Abdul Alkalimat	Director of Africana Studies, University of Toledo, 2100 University Hall, Toledo, OH 43606
Kenneth Bishop	8745 Orchard Lake Road, Holland, OH 43528
Stewart Kerr	3481 Brookside, Toledo, OH 43606

SIXTH: The provisions for membership in the corporation shall be governed by the Code of Regulations.

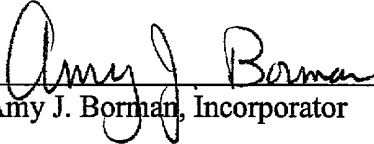
SEVENTH: In the event of the dissolution of the corporation, the membership of the corporation shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes set forth in Article THIRD of these Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on September 11, 1998.

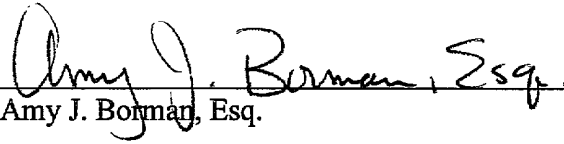
  
\_\_\_\_\_  
Amy J. Borman, Incorporator

ORIGINAL APPOINTMENT OF STATUTORY AGENT  
OF THE  
TOLEDO SCHOOL FOR THE ARTS

The undersigned, being the incorporator of the TOLEDO SCHOOL FOR THE ARTS, hereby appoints Amy J. Borman, a natural person and resident in the state in which such corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. Her complete address is Amy J. Borman, Esq., Cooper, Walinski & Cramer, 900 Adams Street, Toledo, Ohio 43624.

  
\_\_\_\_\_  
Amy J. Borman, Incorporator

The undersigned hereby accepts appointment as statutory agent for the TOLEDO SCHOOL FOR THE ARTS.

  
\_\_\_\_\_  
Amy J. Borman, Esq.

Dated: 9-14-98

AMENDED AND RESTATED  
CODE OF REGULATIONS  
OF THE  
TOLEDO SCHOOL FOR THE ARTS

ARTICLE I  
PURPOSE

Section 1. Purpose. The TOLEDO SCHOOL FOR THE ARTS (the "Corporation") is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law to operate as a community school in the State of Ohio.

ARTICLE II  
NOTICE

Any notice required to be given by this Code of Regulations of the Corporation (the "Code"), shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice sent by personal delivery, telegram, telecopy, or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when delivered or deposited in the mail or with the courier service. Notice, if sent by United States mail, express mail, courier service, or telegram shall be sent to the address of the person listed in the records of the Corporation. Notice, if sent by telecopy or electronic mail, shall be sent to the number/address furnished by the person for such transmissions.

ARTICLE III  
DIRECTORS

Section 1. Number. The number of Directors of the Corporation shall be at least seven (7) and no more than thirty-seven (37), or such lesser or greater number as may be subsequently determined by the Directors, but in no case less than five (5). In accordance with the Contract for Sponsorship of Ohio Community School with Bowling Green State University ("BGSU"), during the entire term of that Contract, the BGSU President, or his/her designee and one additional designee, shall serve as voting members of the Board of Directors.

Section 2. Term. Each Director will serve a three-year term. The terms of the Directors shall be staggered so that approximately one-third of the Directors' terms shall expire in any one year. The Secretary of the Corporation shall maintain adequate records of the terms of Directors and before the annual meeting of Directors shall report the names of the Directors whose terms will expire in that year to the Board of Directors. Any individual elected to fill a vacancy on the Board of Directors caused by resignation, removal, or death of a Director shall serve the remainder of the term of that Director, subject to the provisions of this Code. Directors may serve consecutive terms if so elected.

Section 3. Qualifications of Directors. Directors shall have a strong interest in the welfare of the Corporation. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees.

Section 4. Election of Directors. Candidates for Director shall be nominated by the Board of Directors or a committee thereof consisting of at least three Directors. At the annual meeting of the Directors, or at any special meeting called for such purpose, the Directors shall elect individuals to the Board of Directors to fill vacancies on the Board created by the expired term, removal, resignation, or death of any Director.

Section 5. Meetings. The annual meeting of the Directors shall be held in June of each year at such time and place as a majority of the Directors may determine. Special meetings may be called at any time by the President or by any one (1) of the Directors. Provided however, once a charter is granted and a contract executed causing the Corporation to become a public school, meetings of any group which consists of a majority of the Directors of the Corporation and relates in any way to the business or operation of the public school must be open to the public and publicized or advertised as required by law.

Section 6. Quorum and Voting. The presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. Except as otherwise provided by Ohio law, the Corporation's Articles of Incorporation, or its Code of Regulations, a vote of a simple majority of the Directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors. Directors may be deemed present and able to vote at such meeting if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other at the same time; provided however, during the period in which the Corporation has a contract to operate a public school, the Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote for so long as required by Ohio law.

Section 7. Notice and Waiver. Unless waived in writing, 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 nor less than three (3) days before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director by telegram, telecopy, electronic mail transmission, or other writing, either before or after such meeting has been held, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice of that meeting. However, nothing in this Section 7 shall alter the duty of the Corporation to provide notice to the public of meetings during the period in which the Corporation is operating as a public school.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall

be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided however, if the Corporation is operating as a public school pursuant to a fully executed charter contract, all action must be taken at open and public meetings and action by written consent shall not be allowed.

Section 9. Honorary Directors. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation or the community over a period of time, may be honored with the title "Honorary Director" or "Emeritus Director" at the discretion of the Board. Such Honorary or Emeritus Directors are not voting members of the Board and are permitted, but not required, to attend meetings.

Section 10. Removal of Directors. Any Director may be removed, with or without cause, at any time by the majority vote of the Board of Directors. The Board of Directors or the President may remove, in their sole discretion, any Director, including any Director who is also an officer of the Corporation, who (i) misses three consecutive monthly meeting , (ii) misses one-half of the monthly Board meetings in any twelve month period, or (iii) fails, without reasonable justification, to perform the duties of Director. Nothing herein prevents a Director removed under this provision from submitting documentation to the nominating committee for reinstatement/re-election, subject to Board approval.

Section 11. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective, without any further action, on the date of its receipt by the Board of Directors or, if later upon the effective date set forth in the resignation. Vacancies in the Board of Directors may be filled in accordance with Section 4 of this Article III.

Section 12. Powers of Directors. The business and affairs of the Corporation shall be managed by the Board of Directors. Subject to the provisions of the Ohio Nonprofit Corporation Law, the Articles of Incorporation and the Code of Regulations of the Corporation, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

Section 13. Committees. The Board of Directors may create such committee or committees as the Directors may determine, the membership of which shall not include a majority of the Board of Directors but may include advisors and/or other persons who are not currently members of the Board of Directors. A simple majority of the members of any such committee shall constitute a quorum, and an action approved by a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall be in the nature only of recommendations to the Board of Directors.

Section 14. Executive Committee. The Corporation shall have an Executive Committee. The members of the Executive Committee shall consist of the President, the immediate past President, the Secretary, and the Treasurer and may include any Chairperson of any other Board Committee appointed by the President. The School's Executive Director shall be an ex-officio member of the Executive Committee. The Executive Committee shall exercise oversight of all other Board Committees and shall be responsible for long-range planning.

## ARTICLE IV OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of President, Vice President, Chief Financial Officer, Secretary, and Treasurer, and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. Officers, who are also Directors, shall hold office for a term of one year, or until their successors are elected and qualified or their earlier death, resignation or removal. All officers, except for the Treasurer and the Assistant Secretary, if any, shall be elected from the Board of Directors of the Corporation. The Treasurer and the Assistant Secretary, if any, may be, but shall not be required to be, members of the Board of Directors.

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

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

Section 4. President. The President shall act as the chief executive officer of the Corporation and perform all such duties customarily associated with such a position. The President shall coordinate the activities directed by the Board of Directors and shall be responsible for the administration of the Corporation in all its activities subject to the policies and goals established by the Board of Directors.

Section 5. Vice President. The Vice President shall assume the duties of the President of the Corporation in the event the President is absent or unable to perform his/her duties and perform such other duties as may be assigned by the Board of Directors or the President from time to time.

Section 6. Chief Financial Officer. The Chief Financial Officer (“CFO”) shall assist and guide the Board of Directors and the Executive Committee in their dealings with the corporation’s finances and shall direct, guide and assist the Treasurer in the performance of his/her duties. The CFO shall serve as the Chair of any finance or audit committee established by the Board of Directors and shall perform such other duties as may be assigned by the Board of Directors or the President from time to time.

Section 7. 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, shall keep a record of the proceedings of the Board of Directors, and shall perform such other duties as may be assigned by the Board of Directors or the President from time to time.



Section 8. Assistant Secretary. The Assistant Secretary, if any, may or may not be a member of the Board of Directors. The Assistant Secretary, if any, shall assume the duties of the Secretary of the Corporation in the event the Secretary is absent or unable to perform his/her duties and perform such other duties as may be assigned by the Board of Directors or the President from time to time. In all duties, subject to approval by a majority of the Directors, the Assistant Secretary's responsibilities or part thereof, may be contracted for by the Directors.

Section 9. Treasurer. The Treasurer shall serve as the fiscal agent for 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, maintaining appropriate records thereof. The Treasurer shall prepare and maintain appropriate books of account and supporting records and shall prepare and file all returns and related reports required by federal and state statutes and regulations and by the Board of Directors. In all duties, subject to approval by a majority of the Directors, the Treasurer's responsibilities or part thereof, may be contracted for by the Directors, and the Treasurer may or may not be a member of the Board of Directors.

ARTICLE V  
INDEMNIFICATION OF DIRECTORS, OFFICER, EMPLOYEES AND AGENTS

Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation and such person's heirs, executors and administrators, shall be indemnified by the Corporation in accordance with and to the full extent permitted by the Nonprofit Corporation Law (Ohio Revised Code, Section 1702.12(E)) 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. Additionally, in accordance with the Contract for Sponsorship of Ohio Community School with BGSU, during the entire term of that Contract, BGSU Covered Persons, when acting in good faith pursuant to that Contract, shall be indemnified to the same nature and extent as if they were employees of TSA. 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 VI  
CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Ohio law, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the

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

ARTICLE VII  
AMENDMENTS

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

*Last Amended at the Board Meeting held May 8, 2008*

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

DEPARTMENT OF THE TREASURY

Date: **AUG 30 1999**

TOLEDO SCHOOL FOR THE ARTS  
C/O AMY J BORMAN  
PO BOX 1568 700 ADAMS ST  
TOLEDO, OH 43624

**Employer Identification Numbers:**

**34-1876647**

DLN:

17053117009049

Contact Person:

MR CARL MEDLEY

IDN 52406

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Form 990 Required:

No

Addendum Applies:

No

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/EG)

**TOLEDO SCHOOL FOR THE ARTS**

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 3 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

Letter 947 (00/00)

**TOLEDO SCHOOL FOR THE ARTS**

**990-T, Except 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) *James M. [unclear]*

District Director

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

Department of the Treasury

Date: **MAY 01 2008**

Person to Contact:  
David Slaughter#31-03114  
Toll Free Telephone Number:  
877-829-5500  
Employer Identification Number:  
34-1678647

TOLEDO SCHOOL FOR THE ARTS  
TSA  
333 14TH ST  
TOLEDO OH 43604-5459

Dear Sir or Madam:

This is in response to your request of March 17, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in August 1999 that recognized you as exempt from Federal income tax, and reflect that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

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

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

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Cindy Westcott  
Manager, Exempt Organizations  
Determinations



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/07/2019	201900702332	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00				0

**Receipt**

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

**DICKINSON WRIGHT PLLC  
424 CHURCH STREET SUITE 800  
NASHVILLE, TN, 37219**

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted**

**1031317**

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

**TOLEDO SCHOOL FOR THE ARTS**

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

Document(s)

**NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE**

**Effective Date: 01/07/2019**

Document No(s):

**201900702332**



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 7th day of January, A.D. 2019.

*Jon Husted*

**Ohio Secretary of State**

Form 522 Prescribed by:

Date Electronically Filed: 1/7/2019

**OFFICE OF THE**  
Ohio Secretary of State



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

[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov) | [Busserv@OhioSecretaryofState.gov](mailto:Busserv@OhioSecretaryofState.gov)

File online or for more information: [www.OHBusinessCentral.com](http://www.OHBusinessCentral.com)

**Statement of Continued Existence**  
**Filing Fee: \$25**  
**Form Must Be Typed**

**CHECK ONLY ONE (1) Box**

(1)  Statement of Continued Existence (163-CCE)  
(Domestic Nonprofit Corporation)

(2)  Verification of Foreign Nonprofit (173-FCE)  
(Foreign Nonprofit Corporation)

**By submitting this form the corporation is verifying with the secretary of state's office that it is still actively engaged in exercising its corporate privileges**

Name of Corporation   
  
Charter or License Number

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

Location of Principal Office    
City County  
  
Date of Incorporation   
Date

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

Date of Qualification in Ohio   
Date  
  
Jurisdiction of Formation   
Jurisdiction  
  
Location of Office NOT in Ohio   
Mailing Address  
    
City State Zip Code  
  
Location of Office IN Ohio   
Mailing Address  
    
City State Zip Code



**All Corporations must complete this section**

Current Statutory Agent's Name and Address

AMY J. BORMAN, ESQ.

Name of Agent

150 E. GAY STREET

Mailing Address

COLUMBUS

City

OH

State

43215

Zip Code

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

**Required**

The statement must be signed by a director, officer, or three members in good standing.

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

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

TOLEDO SCHOOLS FOR THE ARTS

Signature

JAMIE LOCKWOOD

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

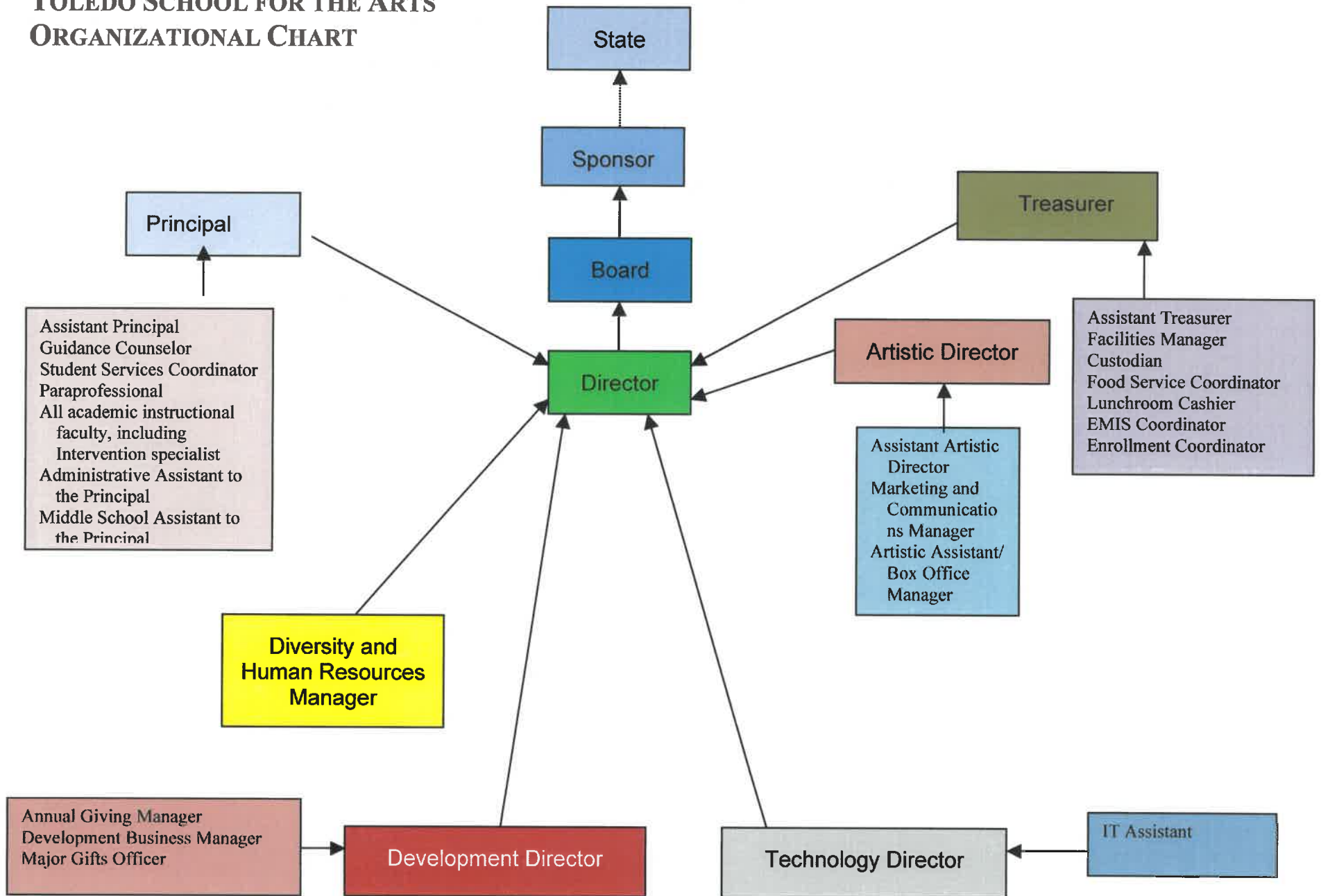
By (if applicable)

Print Name

## **Toledo School for the Arts Mission:**

**Toledo School for the Arts fulfills every student's intellectual, ethical, social, emotional and physical potential by integrating an unsurpassed arts curriculum with superior college preparatory academic programs to prepare life-long learners with a passion for the arts, respect for others, and an active commitment to diversity and the community.**

# TOLEDO SCHOOL FOR THE ARTS ORGANIZATIONAL CHART



**ATTACHMENT 2.1**  
**GOVERNING AUTHORITY MEMBERS**

1. Governing Authority Members and Email Addresses used for School Business

**NOTE:** All Governing Authority Members must be pre-approved by the 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.



**TOLEDO SCHOOL FOR THE ARTS  
BOARD OF DIRECTORS  
2018-2019**

**Officers**

Marna Ramnath, President  
[mramnath@ts4arts.org](mailto:mramnath@ts4arts.org)

Lou Ramirez, Vice-President  
[lramirez@ts4arts.org](mailto:lramirez@ts4arts.org)

Diana Franz, Chair of Finance Committee  
[df Franz@ts4arts.org](mailto:df Franz@ts4arts.org)

Tim Van Tuinen, Secretary  
[tvantuijn@ts4arts.org](mailto:tvantuijn@ts4arts.org)

**Directors**

Patricia Appold  
[pappold@ts4arts.org](mailto:pappold@ts4arts.org)

John Fedderke  
[jfedderke@ts4arts.org](mailto:jfedderke@ts4arts.org)

Anthony Goodwin  
[agoodwin@ts4arts.org](mailto:agoodwin@ts4arts.org)

Justice Johnson  
[jjohnson@ts4arts.org](mailto:jjohnson@ts4arts.org)

Todd Mierzwiak  
[tmierzwiak@ts4arts.org](mailto:tmierzwiak@ts4arts.org)

Glenn Richter  
[grichter@ts4arts.org](mailto:grichter@ts4arts.org)



Amy Sopher

[asopher@ts4arts.org](mailto:asopher@ts4arts.org)

Tony Calabrese

[tcalabrese@ts4arts.org](mailto:tcalabrese@ts4arts.org)

Joe Gajdostik

[jgajdostik@ts4arts.org](mailto:jgajdostik@ts4arts.org)

Yolanda Gwinn-Harleston

[ygwinharleston@ts4arts.org](mailto:ygwinnharleston@ts4arts.org)

Rob Koenig

[rkoenig@ts4arts.org](mailto:rkoenig@ts4arts.org)

Jacob Parr

[jparr@ts4arts.org](mailto:jparr@ts4arts.org)

Janet Rogolsky

[jrogolsky@ts4arts.org](mailto:jrogolsky@ts4arts.org)

Olivia Summons

[osummons@ts4arts.org](mailto:osummons@ts4arts.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 about 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 operator). Any stipulation about property ownership must comply with the requirements of R.C. 3314.0210.



Toledo School for the Arts (TSA)  
Contract Requirement: Attachment 3.2  
Management by a Third Party Operator  
School Year: 2019

Toledo School for the Arts is currently not managed by a third party operator, therefore this requirement is not applicable.



## **ATTACHMENT 3.4**

### **SUSPENSION AND CLOSING PROCEDURES**

1. Ohio Department of Education Community School Suspension and Closing Procedures
2. Ohio Department of Education Suspension & Closing Assurance Form
3. Sponsor Standard Operating Procedure: Breach of Contract, Termination, and Dissolution
4. Sponsor Standard Operating Procedure: Financial Difficulty or Closure Prior to the End of the School Year
5. Sponsor Supplemental Closing Plan & Checklist of Community School Closure

## Community School: School Suspension and/or School Closing Procedures

Effective date: July 1, 2010

Updated: May 2018

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

### Closure Statute

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. In order 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 affairs 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 Template. Community school sponsors make sure a community school's governing authority takes all reasonable and required actions to fully address suspension or closing issues. If a school's governing authority is no longer able or willing to fulfill obligations with respect 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:

- Closing procedures detailed in this guidance or the accompanying template 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 are advised to consult their legal counsel.

**Sponsors must submit a Suspension and Closing Assurance Template for each 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 Template as soon as possible after the suspension/closure of the school.

For mid-year closure or suspension, an estimated timeline for closure activities must be submitted to the Office of Community Schools within 10 days of notification. In the case of closure at the end of the school year, sponsors shall submit an estimated timeline for closure activities to the Office of Community Schools, via Epicenter, no later than May 31. Sponsors shall use the Suspension and Closing Assurance Template for the estimated timeline.

The updated Suspension and Closing Assurance Template shall be submitted to the Office of Community Schools, via Epicenter, quarterly (July 1, Oct. 1, Jan. 1 and April 1), noting which activities are complete and which are not yet complete until the process is finished and closing assurances are submitted. The quarterly submissions shall include a narrative explaining any delays and the sponsor's target date for submitting the final closing assurances.

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

**The Suspension and Closing Assurance Template provides step-by-step guidance to assist sponsors in meeting their responsibilities when one of their schools suspends operations or closes.**

### **Additional Resource**

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

### **Submission Instructions**

**Sponsors must submit the Suspension and Closing Assurance Template for each closed community school. By completing this assurance, sponsors attest that all necessary notifications and actions are completed.**

Submit the Suspension and Closing Assurance Template by uploading the completed template, including certification, 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 Suspension and Closing Assurance Template.
8. For Entities, select the appropriate school by checking the box next to the school name.
9. Enter required information.
10. Click 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 this completed spreadsheet.**

The Office of Community Schools and your consultant 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 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 particular 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 maintained in an employee record folder.

### *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. Additional information regarding state requirements is available [here](#). Federal records retention schedules are available [here](#). Additional information is available in the Student Records section of the Suspension and Closing Assurance Template.

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

Should you have any questions, please contact the Office of Community Schools at [Community.Schools@education.ohio.gov](mailto:Community.Schools@education.ohio.gov) or your lead consultant.

Topic	Subtopic	Do	Action	Required Action for Suspension/Closure	Responsible Party (provide name of responsible party)	Implementation Date (enter date of action)	Qrtly Progress Date	Qrtly Progress Date	Qrtly Progress Date	Qrtly Progress Date	Completion Date	Notes
Initial Notifications	Notification to Ohio Department of Education	Notify the Office of Community Schools that the school is being suspended or closing, nonrenewed under 3314.07(B) or for other cause or the school has taken action to initiate closure within required timelines.	<p>In the case of a sponsor suspending or terminating a school's operation during the school year, the sponsor shall notify the Office of Community Schools that the school is suspended or closing within 24 hours of the action. The sponsor shall submit the community school's board resolution or official sponsor notice, including the date of closing, to the Office of Community Schools via Epicenter.</p> <p>If a sponsor provides notice of nonrenewal to a community school under ORC 3314.07(B), the sponsor shall notify the Office of Community Schools of the action taken within 10 days via Epicenter.</p> <p>If the sponsor provides a notice of nonrenewal to a community school for reasons other than those reasons specified in ORC 3314.07(B), or the school takes action to close, nonrenew or terminate the sponsorship agreement, the sponsor shall notify the Office of Community Schools of the action taken, within 10 days, via Epicenter.</p> <p>If a school's closing occurs as a result of continued poor academic performance (ORC Section 3314.35 or 3314.351), often referred to as "closed by operation of law," there is no expectation that the sponsor will send notice, unless the school is closing prior to the end of the school year. In that instance, it is expected that the sponsor will notify the Office of Community Schools within 24 hours of the decision to close sooner than the end of the academic year.</p>	Suspension, Closure, Nonrenewal	Sponsor	In the case of mid-year closure or suspension, notify within 24 hours. In the case of nonrenewal under ORC 3314.07(B), notify within 10 days. In all other cases of closure, notify within 10 days of action taken.						
	Student Enrollment/FTE review	Notify the area coordinator's office to schedule the student enrollment/FTE review.	<p>In the case of mid-year suspension or closure, the community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must notify the area coordinator's office to schedule the student enrollment/FTE review. NOTE: If the area coordinator's schedule permits, the FTE review should be completed within seven business days of the area coordinator's notification of the school's closing by the Department. The treasurer/fiscal officer and applicable school staff should familiarize themselves with the current FTE manual.</p> <p>In the case of nonrenewal under RC 3314.07(B), the Office of Community Schools will notify the area coordinator.</p> <p>In the case of closure, nonrenewal or termination for reasons other than those included in 3314.07(B), the sponsor shall request notice of intent with regard to continued operation from school no later than May 15 and provide the response to the Office of Community Schools within three business days of receipt. The Office of Community Schools will notify the area coordinator, if warranted.</p>	Suspension, Closure, Nonrenewal	School fiscal officer, governing authority or sponsor in absence of governing authority.	In the case of mid-year closure or suspension, notify within seven days.						
Timeline of suspension/closure process	Timeline of process	An estimated timeline of the suspension/closure process that includes all information contained in the suspension/closure procedures.	Provide the Office of Community Schools with a clear and detailed written timeline of the actions and tasks that will take place to ensure the transition of students, staff and the closing of the school's business. The timeline should include deadlines and estimated dates of completion.	Suspension, Closure, Nonrenewal	Governing authority or sponsor in absence of governing authority.	In the case of mid-year suspension or closure, submit notice to the governing authority within 10 days of the suspension or closure. In the case of closure at the end of the school year, an estimated timeline of closure activities shall be submitted to the Office of Community Schools no later than May 31.						
Notification to Parents	Notification to parents of community school suspension/closure	The community school governing authority must notify parents of the suspension/closure of the school. Notices, information for requesting or obtaining student records, student report cards, contacts for staff assistance and general questions should be available on the school website.	<p>In the case of mid-year closure or suspension, the community school governing authority, or the sponsor in the absence of the governing authority, must notify parents that the school is suspending/closing through a formal letter from the school governing authority and the sponsor superintendent or CEO within 24 hours of the action. The letter must include, but is not limited to: the reason for the suspension/closing of the school, options for enrolling in other community schools, traditional schools or nonpublic schools and contact information.</p> <p>(a) Create and send joint notification to parents regarding school closure status and provide information regarding upcoming information sessions on school choice options to include local, private and non-chartered/non-taxed schools; (b) Advise families also to consider applying to current school in the event the school appeals and wins the right to stay open. Provide update on any appeal process the school may have; (c) Establish mechanism for parents to confirm receipt of closure notification. Communication mechanisms could be a dedicated email, calling the established main point person, responding back to a specific mailing address, etc.; (d) Establish a time for a parent meeting to go over closure transition process. Information should be shared regarding last day of instruction, any end-of-year activities planned, cancellation of any planned summer school activities, reminders of mandatory enrollment requirement under state law for any children who are under the age of 17 and instructions on how to obtain copies of student records. A school option/choice fair also should be scheduled either in conjunction with or after the meeting. In the case of nonrenewal under ORC 3314.07(B), provide parents notification no later than March 1.</p> <p>In all other cases, notification to parents should take place no later than April 15.</p>	Suspension, Closure and Nonrenewal	Governing authority or sponsor in absence of governing authority.	Notification to parents within 24 hours of action in the case of mid-year closure or suspension. Joint notification regarding transition meetings should take place within three days. In the case of nonrenewal under ORC 3314.07(B), schools shall notify parents and staff no later than March 1 and are recommended to proceed with items a-d. Notification to parents in all other cases shall take place no later than April 15.						
	Location of records	Provide each parent with the location that the child's records are being delivered to.	The community school governing authority/school administration, or the sponsor in the absence of the governing authority, provides each parent with the location (resident district) that children's records are being delivered. The notification must include a date by which the district should receive the records. This should be provided in the notification of closure and in the parent meeting. Parents also shall receive contact information for the school's sponsor. Provide notice to parents about delivery records no later than seven days of mid-year suspension or closure; provide notice to parents no later than seven days after initial notice of closure or suspension.	Suspension, Closure, Nonrenewal	School governing authority, administration and/or sponsor.							
	Sponsor contact information	Provide sponsor contact information to all parents.	The community school governing authority/school administration, or the sponsor in the absence of the governing authority, must notify parents with the contact information of the sponsor. This should be provided in the notification of closure and in the parent meeting.		Suspension, Closure, Nonrenewal	Sponsor, school governing authority.						













	List of payroll reports	List of all payroll reports including taxes, retirement or adjustments on employee contract.	List of all payroll reports including taxes, retirement or adjustments on employee contract.		Administration/treasurer or sponsor in absence of governing authority.								
	List of accounts receivable	List of all accounts receivable.	Lists of all accounts receivable.		Administration/treasurer or sponsor in absence of governing authority.								
	List of assets	List of assets and their disposition. (See asset section above.)	List of assets and their disposition.		Administration/treasurer or sponsor in absence of governing authority.								
	Completion of student enrollment/FTE review	All documentation prepared and provided to area coordinators for final FTE review			Administration/treasurer or sponsor in absence of governing authority.								
<b>Data Reporting</b>	<b>Reporting all required student, staff, financial, etc., data</b>	<b>Report all required data in EMIS.</b>	<b>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.</b>	<b>Suspension and Closure</b>	<b>School administration, governing authority or sponsor in the absence of governing authority.</b>								
<b>Final Payments and Adjustments</b>	<b>Adjustments credited to account</b>	<b>Receive any funds or adjustments credited to the account of the closed school.</b>	<b>The sponsor should continually monitor the condition of the school and be prepared to receive or transmit funds on behalf of the school, keeping in mind that funds can come in more than a year after a school's closure. The sponsor still is obligated to serve as the recipient of any funds received.</b>	<b>Closure</b>	<b>Administration/treasurer or sponsor in absence of governing authority.</b>								
<b>If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance with Section 3313.074 and Chapter 1702 of the ORC.</b>	<b>Application of adjustments or credits to debt</b>	<b>Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; payables (any money owed to another).</b>			<b>Administration/treasurer or sponsor in absence of governing authority.</b>								
	<b>Remaining funds</b>	<b>Send all or the remaining portion of funds to the Ohio Department of Education, Office of Budget and School Funding for final disposition.</b>			<b>Administration/treasurer or sponsor in absence of governing authority.</b>								
<b>Quarterly reports</b>					<b>Sponsor</b>								
<b>Sponsors must provide quarterly reports on the progress made on all closing procedures and submit this progress report through Epicenter by April 1, June 1, Oct. 1, Jan. 1 until closure process is complete. Final submission of closure template shall be submitted to the Office of Community Schools no later than 14 days after closure process is completed.</b>													
<b>Dissolve the community school</b>					<b>Governing Authority</b>								
<b>a) The governing authority adopts a resolution to dissolve that indicates to whom the school assets purchased with nonpublic funds will be distributed after all creditors have been paid; b) Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution. (C.R.S. 7-134-103); c) Consult with school's attorney for further details.</b>													
<b>Notify Secretary of State's Office</b>					<b>Governing Authority</b>								
<b>After the resolution to dissolve is authorized, dissolve the corporation by delivering to the Secretary of State for filing articles of dissolution setting forth: a) The name of the nonprofit corporation; b) The address of the nonprofit corporation's principal office; c) The date dissolution was authorized; d) If dissolution was authorized by the directors, a statement to that effect; e) If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve; and f) Such additional information as the Secretary of State determines is necessary or appropriate.</b>													
<b>Notify IRS</b>					<b>Governing Authority</b>								

**Community School: School Suspension and/or School Closing Procedures**

Effective Date: July 1, 2010

Updated: **April 2018**

**Certification**

The authorizer and school governing authority representative identified below certify that all steps listed above were completed, unless otherwise noted.

Community School Name:

Community School IRN:

Governing Authority Representative Name:

Governing Authority Representative Signature:

Date of GA Representative Signature:

Name of Sponsor:

Sponsor IRN:

Sponsor Representative Name:

Sponsor Representative Signature:

Date of Sponsor Signature:

The School's governing authority and the sponsor execute the Suspension or Closing Assurance Form and maintain it with copies sent to the Office of Community Schools.

**Please note: The Certification/signature tab must either include electronic signatures or printed for original signatures. If printed for original signatures, the certification page must be uploaded to Epicenter along with**

---

## **STANDARD OPERATING PROCEDURE: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION**

In the event that BGSU elects to close a school through non-renewal, suspension or termination of the contract, BGSU shall oversee the closure procedures as set forth in the Ohio Revised Code and by the Ohio Department of Education. The closing school's governing authority, treasurer, and superintendent/principal/chief executive officer shall carry out many of these requirements and must stay active throughout the closing procedures. The sponsor shall complete the "Suspension & Closing Assurance Form" provided by the Ohio Department of Education, which is incorporated by reference herein and sets forth ODE's procedural requirements for closing a school.

The grounds and procedures for termination of this Contract and dissolution of the School will be as follows:

### **Chapter 1 - Termination by the Authorizer**

This Contract may be terminated, after written notice to the School, and the charter revoked by the BGSU Provost upon recommendation of the Authorizer staff. Any termination or revocation shall take effect after the School has had the opportunity to exhaust any appeal or review as provided by law. In order to minimize the disruption to students, the effective date of the termination shall be no sooner than the end of the current semester, unless termination on a different date is reasonably necessary to protect the health, safety, or welfare of students or staff. The Contract may be terminated for any of the following reasons:

- ❖ Any of the grounds provided for under Ohio law (see ORC References), as they exist now or may be amended;
  - Commission of a material violation of any of the conditions, standards, or procedures set forth in the Contract;
  - Failure to meet generally accepted standards of fiscal management;
  - Violation of any provision of law from which the School was not specifically exempted;
  - Failure to meet the goals, objectives, content standards, pupil performance standards, applicable federal requirements, or other terms identified in the Contract; or
  
- ❖ Bankruptcy or insolvency of the School

### **Chapter 2 - Other Remedies**

The Authorizer may impose other appropriate remedies for breach including, but not limited to, revocation of waiver(s) and withholding of funds.

---

## **Chapter 3 - Termination by the School**

Should the School choose to terminate this Contract before the end of the contract term, it may do so in consultation with the Board at the close of any school year and upon written notice to the Board given at least thirty (30) days before the end of the school year.

## **Chapter 4 - Dissolution**

Upon termination of this Contract for any reason by the Board, upon expiration of the Contract, or if the School should cease operations or otherwise dissolve, the Board will supervise and have authority to conduct the winding up of the business and other affairs of the School; provided, however, that in doing so the Authorizer will not be responsible for and will not assume any liability incurred by the School under this Contract. The Charter Board and School personnel shall cooperate fully with the winding up of the affairs of the School.

## **Chapter 5 - BGSU's plan of action in the event the School is suspended, terminated, or otherwise closes such that the School ceases operation prior to the end of the school year, is as follows:**

BGSU will take every possible reasonable step to avoid a mid-year closure. Prior to any decision to suspend or close school operations mid-year, BGSU may take steps including but not limited to:

- ❖ At the BGSU Provost's discretion, waive school sponsorship fees for a specified period of time.
- ❖ BGSU staff may assist in the renegotiation of contracts to gain more favorable terms for the school.
- ❖ BGSU staff may meet directly with the school Treasurer and Director to evaluate spending in all areas and develop a plan to reduce expenses while maintaining required minimum staffing levels.

In the event every possible step towards a solution has been taken and the school must be closed, BGSU shall comply with the provisions of ORC 3314.07, 3314.072, and 3314.073 regarding the procedures and notices for placing the School on probationary status, suspension, and/or termination. In the event it becomes necessary for the Sponsor to suspend or terminate the school's Contract, BGSU will adhere to the **Community School Suspension and Closing Procedures** and forms prescribed by the Ohio Department of Education.

---

BGSU wants to ensure the best possible transition for students and staff affected by the closure.

As an example, though not exhaustive, school closure creates the following monitoring responsibilities:

**A. Initial Notifications, Student Records, and School Records**

- Ensure that ODE, parents of students, staff and other relevant state agencies have been notified within 24 hours of the decision to close the school.
- Ensure that student records have been transferred to the resident districts within 7 days.
- Ensure that an FTE audit has been scheduled with ODE within 7 days.

**B. Disposing of Assets**

- Work with treasurer to identify assets and prepare documentation for the disposition of such assets.
- Ensure that procedures are followed for disposition comply with legal requirements, particularly with regard to creditor's rights, real property, and grant funds.

**C. Preparation of Itemized Financials**

- Ensure that a State Audit has been scheduled within 30 days of the decision to close.
- Work with treasurer to prepare and organize all required financial reporting documents.

**D. Final Payments**

- Provide monitoring services and be prepared to receive or transmit funds on behalf of the school, if legally required

**ORC REFERENCES**

3314.072 Suspending operation of non-complying school.

3314.032 Contents of contract between governing authority and operator.

3314.35 Permanent closure; criteria.

3314.03 Specifications of contract between sponsor and governing authority - specifications of comprehensive plan.

3314.103 Termination of contract prior to termination of annual session.

3314.07 Expiration, termination or nonrenewal of contract for community school.

*NOTE: Please refer to ODE Closing Procedures attached to this policy*



## **STANDARD OPERATING PROCEDURE**

### **Financial Difficulty or Closure Prior to the End of the School Year**

By authority of the community school contract executed between Bowling Green State University, a state-assisted institution of higher education established and existing under the laws of Ohio ("BGSU" or "Sponsor") and the Governing Authority ("School") as amended (the "Contract"), and provisions of Chapter 3314 of the Ohio Revised Code, including but not limited to, ORC 3314.03(D)(6) and 3314.015(E), and OAC 3301.102-05(A)(7), Bowling Green State University's plan of action for responding to critical financial difficulties or closure experienced by the School prior to the end of the school year, is as follows:

- 1. Pursuant to the community school contract, the School must cooperate fully with the Sponsor in all activities as required by Ohio Department of Education (ODE) regulations for oversight of the School, including but not limited to:**
  - Annual file updates as requested by BGSU;
  - Annual review of Auditor reports;
  - Timely submission of both the October and May 5-year forecasts;
  - Timely submission of the board approved annual Community School Budget;
  - Monthly reviews of the school's financial position; and
  - Other appropriate requests for information from BGSU or ODE.

Further, pursuant to the community school contract, the School shall comply with all reasonable requests of the Sponsor. Failure to do so may constitute grounds for Sponsor to place the School on probation, suspension, and/or termination of the Contract. In Article VIII of the Contract, the School specifically recognizes BGSU's authority to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the school's Contract and correct problems in school performance.

In the event the School experiences financial difficulties, BGSU will utilize its authority under Ohio Revised Code, Ohio Administrative Code, and Article VIII. of the Contract to obtain necessary information from the School to identify causes, develop potential remedies, and prepare contingency plans, if necessary.

The Sponsor shall require the School to develop and implement a remedial plan to address the school's financial difficulties in a timely manner. Such remedial plan may include, but is not limited to:

- School providing more frequent or enhanced financial reporting to Sponsor; arrangements for on-site financial inspections and/or audits of the School by Sponsor or Sponsor's representatives.
- Providing supplemental reports to the Sponsor confirming the implementation of remedial steps in accordance with an agreed upon timetable.
- School's attainment of specified financial benchmarks according to an agreed upon timetable. Sponsor may compel the School to provide such a remedial plan through the use of probation or notice of intent to suspend.

In the event the School fails to provide an acceptable remedial plan, or fails to implement a remedial plan approved by the Sponsor, the Sponsor reserves the authority to require changes to the management of the School, to the extent permitted by Ohio Revised Code Chapter 1702, or other applicable law. Pursuant to the community school contract, as permitted by law, the School grants BGSU power of



---

attorney to carry out provisions of applicable law and the contract on behalf of the School, should it become necessary to do so by the sponsor's sole discretion, and to appoint a new Board of Directors for the School for cause or breach of the Contract.

If the School is not able to remedy its financial difficulties in a manner satisfactory to BGSU, then BGSU reserves the right to terminate the school's contract in accordance with provisions of Ohio Revised Code 3314.07.

**2. BGSU's plan of action in the event the School is suspended, terminated, or otherwise closes such that the School ceases operation prior to the end of the school year, is as follows:**

BGSU will take every possible, reasonable step to avoid a mid-year closure. Prior to any decision to suspend or close school operations mid-year, BGSU may take steps including but not limited to:

- At the BGSU Sponsor Team's discretion, waive school sponsorship fees for a specified period of time.
- BGSU staff may assist in the renegotiation of contracts to gain more favorable terms for the school.
- BGSU staff may meet directly with the school Treasurer and Director to evaluate spending in all areas and develop a plan to reduce expenses while maintaining required minimum staffing levels.

In the event every possible step towards a solution has been taken and the school must be closed, BGSU shall comply with the provisions of ORC 3314.07, 3314.072, and 3314.073 regarding the procedures and notices for placing the School on probationary status, suspension, and/or termination.

In the event it becomes necessary for the Sponsor to suspend or terminate the school's Contract, BGSU will adhere to the **Community School Suspension and Closing Procedures** and forms prescribed by the Ohio Department of Education.

The following steps are strong areas of focus for BGSU to ensure the best possible transition for students and staff affected by the closure.

- Immediate communication of closure with ODE, parents, and school staff.
- Direct communication with the local public school district to arrange delivery of records and to ensure parents receive support as they transition to a new school.
- Coordination with the closure school to host an enrollment fair for all school options available in the area so parents are fully aware of choices and can be assisted in the transition to a new school.
- Coordination with the closure school to ensure both student records and staff files are completely organized and ready for delivery to prevent any delays during the transition.

---

### **Sponsor Supplemental Closing Plan**

In addition to any state required laws, rules and regulations, the Sponsor requires the following as part of its closing plan:

1. At a minimum, the Board of Directors, licensed fiscal officer, chief administrative officer and assistant, and the EMIS director must stay in place throughout any closing process as the “School Closing Team”, unless otherwise agreed to in writing by the Sponsor. If the School has a management company, at least two persons from the management company must also be part of the school closing team.
2. The sponsor shall assign its own “Sponsor Closing Team” to monitor, oversee, and provide technical assistance throughout the closing of the school and in order to enhance communications with the school, its staff and students.
3. The school and the Board of Directors understand and agree that they are the primary parties responsible for the closing of the school and the only parties that can perform many of the tasks needed to be performed, and agree to do so in a timely manner in accordance with all required timeframes. If a timeframe is truly impossible to meet, the Sponsor will work to obtain approval of another timeframe from the Ohio Department of Education, but gives no assurances of any cooperation by the ODE.
4. The School Closing Team shall arrange for toll free numbers for parents and students to call for questions and shall publicize such numbers to all parents, staff and students stating that all calls will be answered within 24 hours on a weekday. Such communication shall list a Sponsor Closing Team representative as a back-up number, if calls are not returned by the school.
5. The Board of Directors of the School understand that, if they are paid a stipend before the closing process, that they may be unable to receive the stipend during the closing process if there will not be sufficient funds to fully and finally close the School.
6. The School shall cooperate in (a) any acts required to determine placement of its current or former students in other schools such as, at the Sponsor’s discretion, having a student placement open house at the School premises or at a premises when a significant amount of students may reside, (b) in all necessary or Sponsor-recommended communications, (c) if legal questions as to priorities of creditors, getting a court order, (d) if the closing is unusually complicated legally, including but not limited to ongoing lawsuits, agreeing to a receiver being appointed (e) any other Sponsor closing plan requirement reasonably necessary to effectuate the closing in a manner respectable to the public.
7. The School agrees that it shall cause its administration to keep all employment and student files in good order at all times, so that the process of transferring files upon closure will be smooth.

8. The School shall begin arranging matters for closing as soon as the Sponsor's Board votes or the Sponsor determines that the School is at-risk for closing, by preparing student files in order by grade, year and home district, providing access to the Sponsor, copying student files or downloading such files on flash drives for School and for Sponsor, send updated asset lists arranged by state and federal assets, USAS Code, original purchase price, depreciation values, current fair market values and types of asset (equipment, computers, software, furniture, books supplies, materials, etc.). Such arrangements will, if the School is not closed, be retained by Sponsor as part of its oversight obligations.
9. The School shall, retain \$15,000 per year in a "Closing Fund" as a separate line item on its financials and as a restricted line item, until it has reached the amount of \$75,000, at which time money shall cease going into the restricted account. The restricted account shall be used solely for closing costs and not for creditors, in a manner that the Sponsor shall determine with School input. The restricted fund agreement shall show the Sponsor as a contingent account holder and signor on behalf of the Sponsor, in the case the school cannot carry through on its closing obligations in this Plan.
10. This Plan shall be provided by the School to the licensed fiscal officer, with particular attention to paragraphs 9 and 10 of this Plan. If the School runs out of money and cannot complete its closing obligations then its licensed fiscal officer shall immediately effectuate the handing over of the Closing Fund to the Sponsor to use solely for closing obligations under this Attachment.
11. The School Closing Team shall cooperate at every step until and through the final audit of the School and the complete end of the closing process.
12. By signing the Contract, the School and the Board of Directors agree to this plan and its terms.

**Please Note:** *ODE Closing Procedures and Assurances and the Sponsor's Supplemental Checklist are made part of this attachment.*

**Sponsor Supplemental Checklist of Community School Closure**

Item Number	Task	Person Responsible	Timeframe	Miscellaneous Notes
1	<p><b>Create "Community School Closure: Frequently Asked Questions" Document</b></p> <p>General document from Sponsor outlining Sponsor's policies, commitment to quality authorizing through supporting the transition of students and staff to new settings, overview of transition steps , general timelines, checklist for parents transitioning to a new school in the next school year and Sponsor contact information</p>	Community School Liaison / Sponsor Lead	Within 3 business days of the vote to close or suspend	
2	<p><b>Establish Sponsor Closing Team and School Closing Team and Assign Roles</b></p> <p>A team dedicated to ensuring the smooth transition of students, staff and close down of the school's business populated by Sponsor staff in conjunction with board members and staff of the closing Community school.</p> <p>Team to include:</p> <ul style="list-style-type: none"> <li>▪ Lead person from Sponsor Staff;</li> <li>▪ Community School Board chair;</li> <li>▪ Lead Administrator from the Community School;</li> <li>▪ Lead Finance person from the Community School;</li> <li>▪ Lead person from the Community School Faculty; and</li> <li>▪ Treasurer of School</li> </ul>	Community School Liaison / Sponsor Lead  Community School Board Chair  Lead Administrator  School Treasurer	Within 48 hours of the authorizing board's vote to close the Community school	
3	<p><b>Assign Transition Team Action Item Responsibilities</b></p> <p>Distribute contact information to all closing team members, set calendar for meetings and assign dates for completion of each community school closure action item.</p>	Community School Liaison / Sponsor Lead  Community School Board Chair  Lead Administrator  School Treasurer	Within 48 hours of the authorizing board's vote to close the Community school	
4	<p><b>Initial Closure Notification Letter: Parents &amp; School</b></p> <ul style="list-style-type: none"> <li>▪ Closure decision;</li> <li>▪ Distribute letter to faculty, staff and parents; and</li> <li>▪ Help-Line information</li> </ul>	Community School Board Chair  Lead Administrator	Within 24 hours of the authorizing board's vote to close the Community school	SEE ODE CLOSING PROCEDURES
5	<p><b>Initial Closure Notification Letter: State &amp; Local Agencies</b></p> <p>Letter to ODE as well as all others necessary by statute</p>	Community School Liaison / Sponsor Lead	Within 24 hours of the authorizing board's vote to close the Community school	
6	<p><b>Continue Current Instruction</b></p> <p>Continue instruction under current education program per Community contract until end of school calendar for regular school year</p>	Lead Administrator	Continuous after the authorizing board's closure vote until end of classes as designated in authorizing board's closure resolution	
7	<p><b>Terminate Summer Instruction Program</b></p>	Community School Board Chair	Within 48 hours of the authorizing board's vote to close	

	Take appropriate action to terminate any summer instruction, such as canceling teaching contracts.	Lead Administrator	the Community school	
<b>8</b>	<b>Secure Student Records</b>  Ensure all student records are organized, up-to-date and maintained in a secure location.	Lead Administrator	Within 24 hours of the authorizing board's vote to close the Community school	
<b>9</b>	<b>Secure Financial Records</b>  Ensure all financial records are organized, up-to-date and maintained in a secure location.	School Treasurer	Within 24 hours of the authorizing board's vote to close the Community school; provide copies to Sponsor	
<b>10</b>	<b>Parent Contact Information</b>  Create Parent Contact List to include: <ul style="list-style-type: none"> <li>▪ Student Name;</li> <li>▪ Address;</li> <li>▪ Telephone;</li> <li>▪ E-mail, if possible; and</li> <li>▪ Student ID number</li> </ul> Provide a copy of the parent contact information to the Sponsor.	Lead Administrator	Within 24 hours of the authorizing board's vote to close the Community school	
<b>11</b>	<b>Faculty Contact Information</b>  Create Faculty Contact List to include: <ul style="list-style-type: none"> <li>▪ Name;</li> <li>▪ Position;</li> <li>▪ Address;</li> <li>▪ Telephone; and</li> <li>▪ E-mail.</li> </ul> Provide a copy of the Faculty Contact List to the Sponsor.	Lead Administrator	Within 24 hours of the authorizing board's vote to close the Community school	
<b>12</b>	<b>Convene Parent Closure Meeting</b>  Plan and convene a parent closure meeting. <ul style="list-style-type: none"> <li>▪ Make copies of "Closure FAQ" document available;</li> <li>▪ Provide calendar of important dates for parents;</li> <li>▪ Provide specific remaining school vacation days and date for end of classes;</li> <li>▪ Present information on home districts and other community schools;</li> <li>▪ Provide contact and help line information;</li> <li>▪ Explain how records are transfer; and</li> <li>▪ Explain how graduation will be accomplished.</li> </ul>	Community School Liaison / Sponsor Lead  Lead Administrator	Within 72 hours of the authorizing board's vote to close the Community school	
<b>13</b>	<b>Convene Faculty/Staff Meeting</b> Board Chair to communicate: <ul style="list-style-type: none"> <li>▪ Commitment to continuing coherent school operations throughout closure transition; plan to assist students and staff by making closing as smooth as possible;</li> <li>▪ Reasons for closure;</li> <li>▪ Timeline for transition details;</li> <li>▪ Compensation and benefits timeline;</li> <li>▪ Contact information for ongoing questions.</li> <li>▪ Provide information on PD, licenses, job openings, if known, LPDC and Resident Educator materials</li> </ul>	Community School Liaison / Sponsor Lead  Lead Administrator	Within 72 hours of the authorizing board's vote to close the Community school	

	<ul style="list-style-type: none"> <li>Provide the Sponsor copies of all materials distributed at the Faculty/Staff Meeting.</li> </ul>			
14	<p><b>Establish Use of Reserve Funds</b></p> <p>If school is required to maintain closure reserve funds, identify acceptable use of such funds to support the orderly closure of the school.</p>	<p>Community School Liaison / Sponsor Lead</p> <p>School Treasurer</p>	<p>Within one week of the authorizing board's vote to close the Community school</p>	
15	<p><b>Maintenance of Location and Communication</b></p> <p>Establish if the school will maintain the current facility as its focus of operation for the duration of closing out the school's business, regulatory and legal obligations.</p> <p>In the <i>event</i> the facility is sold or otherwise vacated before concluding the school's affairs, the school must relocate its business records and remaining assets to a secure location (not someone's home) where the School Closing Team is available to assist with closure operations. The school must maintain an operational telephone service with voice message capability and maintain custody of business records until all business and transactions are completed and legal obligations are satisfied. The school must immediately inform the Sponsor if any change in location or contact information occurs. Sponsor must be able to have full access to the temporary closing quarters.</p>	<p>Community School Board Chair</p>	<p>Ongoing until closure is completed</p>	
16	<p><b>Insurance</b></p> <p>The school's assets and any assets in the school that belong to others must be protected against theft, misappropriation and deterioration.</p> <p>The school should:</p> <ul style="list-style-type: none"> <li>Maintain existing insurance coverage until the disposal of such assets under the school closure action plan</li> <li>Continue existing insurance for the facility, vehicles and other assets until (1) disposal or transfer of real estate or termination of lease, and (2) disposal, transfer or sale of vehicles and other assets ;</li> <li>Negotiate facility insurance with entities that may take possession of school facility (lenders, mortgagors, bond holders, etc.)</li> <li>Continue or obtain appropriate security services; and</li> <li>Plan to move assets to secure storage after closure of the school facility.</li> <li>The school should maintain existing directors and officers liability (D&amp;O) insurance, if any, until final dissolution of the school.</li> </ul>	<p>Community School Board Chair</p> <p>School Treasurer/Community School Financial Lead</p>	<p>Ongoing until all business related to closure is completed.</p>	
17	<p><b>Staff/ Assistance Letter</b></p> <p>Outline transition plans and timelines for staff, including but not limited to:</p> <ul style="list-style-type: none"> <li>Commitment of school's board to transitioning staff;</li> <li>Commitment to positive transition of children into new educational settings;</li> <li>Any transition to new employment assistance;</li> <li>Timelines for compensation and benefits;</li> <li>COBRA information;</li> <li>Pertinent licensure information; and</li> </ul>	<p>Community School Board Chair</p>	<p>Within 10 days of the authorizing board's vote to close the Community school.</p>	

	<ul style="list-style-type: none"> <li>▪ Administrative lead contact information.</li> </ul> <p>Provide the Sponsor with a copy of the letter and any accompanying materials.</p>			
18	<p><b>Agency Notifications</b></p> <p>The school must satisfy statutory and regulatory obligations to ensure a smooth transition for students.</p> <p>Check requirements under state statute and regulation.</p> <p>Agency notification may include:</p> <ul style="list-style-type: none"> <li>▪ state community school oversight department;</li> <li>▪ school finance;</li> <li>▪ grants management;</li> <li>▪ federal programs office;</li> <li>▪ non-instructional staff retirement system;</li> <li>▪ state teacher retirement system;</li> <li>▪ local school district superintendent(s);</li> <li>▪ state auditor office</li> <li>▪ assessment and testing;</li> <li>▪ child nutrition; and</li> <li>▪ data reporting (student information); and</li> <li>▪ transportation</li> </ul>	Lead Administrator with Community School Liaison/Sponsor Lead assistance	Within 30 days of the authorizing board's vote to close the Community School.	
19	<p><b>Union Notification Pursuant to any Collective Bargaining Agreement</b></p> <p>If applicable, the school should contact legal counsel and work with them to notify any unions of termination of collective bargaining agreements (CBAs) and the pending cessation of instruction, pursuant to the notice requirements set forth in any existing CBA or notice requirements of applicable federal, state and local law.</p> <p>The school should:</p> <ul style="list-style-type: none"> <li>▪ Consult with legal counsel with respect to notice requirements for terminating the CBA and the legal implications with respect to termination of CBAs and the termination of employees connected to the CBAs;</li> <li>▪ Provide a copy of the latest CBA to the Sponsor;</li> <li>▪ Provide a copy of the notice to the Sponsor; and</li> <li>▪ Keep the Sponsor informed of the implications, penalties and damages in connection with any termination of a CBA and ongoing discussions and negotiations with the union in connection with termination.</li> </ul>	Community School Board Chair	Within one week of the Sponsor Team's vote to close the Community School.	
20	<p><b>Notification of Vendors and Contractors and Creditors as to termination of Contract</b></p> <ul style="list-style-type: none"> <li>▪ Request final invoice and accounting to include accounting of retained school funds and grant fund status; and</li> <li>▪ Provide a copy of these notifications to the Sponsor.</li> </ul>	Community School Board Chair  School Treasurer	Within three weeks of the Sponsor Team's vote to close the Community school.	
21	<p><b>Notification to Creditors</b></p> <p>Solicit from each creditor a final accounting of the school's accrued and unpaid debt. Compare the figures</p>	Treasurer/Community School Financial Lead	Within three weeks of the Sponsor Team's vote to close	



	<p>provided with the school's calculation of the debt and reconcile. Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.</p> <p>Provide the Sponsor a written summary of this activity.</p>		the Community school.	
<b>22</b>	<p><b>Notification to Debtors</b></p> <p>Contact all debtors and demand payment. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.</p> <p>Provide the Sponsor a written summary of this activity.</p>	Treasurer/Community School Financial Lead	Within three weeks of the Sponsor Team's vote to close the Community school.	
<b>23</b>	<p><b>Disposition of Records</b></p> <p>If the school's board has a records retention policy, or if records retention in Community School is governed by state law, follow the appropriate policy and/or law.</p> <p>In all cases, the school board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> <li>▪ Loans, bonds, mortgages and other financing;</li> <li>▪ Contracts;</li> <li>▪ Leases;</li> <li>▪ Assets and asset sales;</li> <li>▪ Grants (records relating to federal grants must be kept in accordance with 34 CF 80.42);</li> <li>▪ Governance (minutes, by-laws, policies);</li> <li>▪ Employees (background checks, personnel files);</li> <li>▪ Accounting/audit, taxes and tax status;</li> <li>▪ Employee benefit programs and benefits; and</li> <li>▪ Any items provided for in the closure action plan.</li> </ul> <p>If the Community School Board abdicates its responsibilities then the Sponsor shall take control of student records and may use the Closing Fund for purposes of storing, retention or disposal, or clarifying its responsibilities or obligations to take any other records.</p>			
<b>24</b>	<p><b>Final Report Cards and Student Records Notice</b></p> <p>The school must ensure that:</p> <ul style="list-style-type: none"> <li>▪ All student records and report cards are accurate, complete and up to date;</li> <li>▪ All graduation lists are accurate, complete and up to date;</li> <li>▪ Parents/guardians are provided with copies of final report cards and notice of where student records will be sent (with specific contact information); and</li> <li>▪ Provide the Sponsor with a written notice of these tasks being completed with evidence of completion.</li> </ul>	Administrative Lead	One week after classes end	
<b>25</b>	<p><b>Transfer of Student Records</b></p> <p>As required by state statute, the school must transfer all student records to students' new schools, a state agency or another entity.</p> <p>Student records to include:</p>	Administrative Lead and team	Within the statutory deadline, as agreed upon with the Sponsor in writing, or State Closing Procedures	See ODE Closing Procedures



	<ul style="list-style-type: none"> <li>▪ Grades and any evaluation;</li> <li>▪ All materials associated with Individual Education Plans;</li> <li>▪ Immunization records; and</li> <li>▪ Parent/Guardian information.</li> </ul> <p>The school must contact the relevant districts of residence for students and notify districts of how (and when) records- Including special education records-will be transferred. In addition, the school must create a master list of all records to be transferred and state their destination(s).</p>			
<b>26</b>	<p><b>Documenting Transfer of Records</b></p> <p>Written documentation of the transfer of records must accompany the transfer of all student materials.</p> <p>The written verification must include:</p> <ul style="list-style-type: none"> <li>▪ Number of general education records transferred;</li> <li>▪ Number of special education records transferred;</li> <li>▪ Date of transfer;</li> <li>▪ Signature and printed name of the Community School representative releasing the records; and</li> <li>▪ Signature and printed name of the district (or other entity) recipient(s) of the records.</li> </ul> <p>Provide copies of all materials documenting the transfer of student records to the Sponsor.</p>	<p>Community School Board Chair</p> <p>Administrative Lead</p>	<p>Within one month of the end of classes</p>	
<b>27</b>	<p>Notify parents of special education students of extra procedure to follow-up on where they enroll.</p>	<p>Community School Liaison after receipt of lists and contact information from school.</p>	<p>Within 45 days of the Sponsor Team's vote to close</p>	
<b>28</b>	<p><b>U.S. Dept. of Education Filings</b></p> <p>File Federal form 269 or 269a if the school was receiving funds directly from the United States Department of Education. See 34CFR 80.41.</p>	<p>School Treasurer/Community School Financial Lead</p>	<p>One week after the end of classes</p>	
<b>29</b>	<p><b>IRS Status</b></p> <p>If the school has 501(c)(3) status, It must take steps to maintain that status including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>▪ Notification to IRS regarding any address change of the School Corporation; and</li> <li>▪ Filing of required tax returns or reports (e.g., IRS form 990).</li> </ul> <p>If the school corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status, and provide a copy to the Sponsor.</p>	<p>Community School Board Chair</p> <p>School Treasurer/Community School Financial Lead</p>	<p>Date to be determined depending on 501(c)(3)</p>	
<b>30</b>	<p><b>UCC Search</b></p> <p>If required under state statute, the school should perform a Uniform Commercial Code (UCC) search to determine if there are any perfected security interests and to what assets security interests are attached.</p> <p>Provide a copy of the search to the Sponsor.</p>	<p>School Treasurer/Community School Financial Lead</p>	<p>Within 30 days of the Sponsor Team's vote to close the Community School</p>	

31	<p><b>Audit</b></p> <p>The school must establish a date by which to complete a final close-out audit by an independent firm or state auditor as determined by statute.</p> <p>Provide a copy of the final audit to the Sponsor.</p>	<p>Community School Board Chair</p> <p>School Treasurer/Community School Financial Lead</p>	<p>Within any statutory deadline</p>	<p>See ODE Closing Procedures</p>
32	<p><b>Inventory</b></p> <p>The school must:</p> <ul style="list-style-type: none"> <li>▪ Create a fixed asset list segregating state and federal dollars and include which federal program as applicable;</li> <li>▪ Separate by type of asset (i.e. equipment, materials, furniture, software, hardware, etc.);</li> <li>▪ Note source codes for funds and price for each purchase: and</li> <li>▪ Establish fair market value, initial and amortized for all fixed assets.</li> </ul> <p>Provide the Sponsor with a copy of all documents.</p>	<p>School Treasurer/Community School Financial Lead</p>	<p>Within 30 days of the Sponsor Team's vote to close the Community School</p>	<p>See ODE Closing Procedures</p>
33	<p><b>Disposition of Property</b></p> <p>Check with the state department of education regarding proper procedures for the disposition of property purchased with federal funds.</p>	<p>Community School Liaison/Sponsor Lead</p> <p>School Treasurer/Community School Financial Lead</p>	<p>Within 30 days of the Sponsor Team's vote to close the Community School</p>	
34	<p><b>Record of and Disposition of Inventory</b></p> <p>Establish a disposition plan (e.g., auction), and establish a payment process for any remaining items.</p> <p>Provide the Sponsor with a copy of all documents and receipts.</p>	<p>School Treasurer/Community School Financial Lead</p> <p>Administrative Lead</p>	<p>Within 45 days of the Sponsor Team's vote to close the Community School</p>	
35	<p><b>Property Purchased with Public Community School Program (PCSP) Funds</b></p> <p>Establish under state or individual school agreements required disposition of property purchased with PCSP funds. Generally, property purchased with PCSP funds must first be offered to other Community schools within the same region in which the closing school is located, with requisite board resolutions consistent with the purpose of the PCSP. If no schools want the property, an auction must be held to dispose of the PCSP assets.</p> <p>The school must:</p> <ul style="list-style-type: none"> <li>▪ Ensure public notice of the auction is made widely;</li> <li>▪ Price items at fair market value, as determined from inventory and fixed assets policy; and</li> <li>▪ Determine with the state education department how to return funds if any remain.</li> </ul> <p>Provide the Sponsor board resolutions and minutes of any transfer of assets with a dollar value of zero (0) to another school.</p>	<p>School Treasurer/Community School Financial Lead</p> <p>Administrative Lead</p> <p>School Board Chair</p>	<p>Within 30 days of the end of classes</p>	<p>See ODE Closing Procedures</p>
36	<p><b>Disposition of Real Property (i.e., Facilities)</b></p> <p>Determine state requirements for real property acquired from a public school district to determine right of first offer and other applicable requirements for disposition.</p>	<p>School Treasurer/Community School Financial Lead</p>	<p>Within 45 days of the Sponsor Team's vote to close the Community School</p>	

37	<p><b>Payment of Funds</b></p> <p>The school should work with the Sponsor to prioritize payment.</p> <p>The priority of distributing funds may need legal, court, or other assistance</p>	<p>Community School Liaison/Sponsor Lead</p> <p>School Treasurer/Community School Financial Lead</p>	<p>As soon as possible after all assets are disposed, unless interim disbursements are made</p>	<p>See ODE Closing Procedures</p>
38	<p><b>Expenditure Reporting</b></p> <p>Ensure that Federal Expenditure Reports (FER) and the Annual Performance Report (APR) are completed.</p> <p>Provide the Sponsor a copy of all materials.</p>	<p>School Treasurer/Community School Financial Lead</p>	<p>Within 45 days of the end of classes</p>	<p>See ODE Closing Procedures</p>
39	<p><b>Itemized Financials</b></p> <p>Review, prepare and make available:</p> <ul style="list-style-type: none"> <li>▪ Fiscal year-end financial statements;</li> <li>▪ Cash analysis;</li> <li>▪ List of compiled bank statements for the year;</li> <li>▪ List of investments;</li> <li>▪ List of payables (and determinations of when a check used to pay the liability will clear the bank);</li> <li>▪ List of all unused checks;</li> <li>▪ List of petty cash; and</li> <li>▪ List of bank accounts.</li> </ul> <p>Additionally, collect and void all unused checks as well as close accounts once transactions have cleared.</p>	<p>School Treasurer/Community School Financial Lead</p>	<p>Within 30 days of the end of classes</p>	
40	<p><b>Payroll Reports</b></p> <p>The school must generate a list of all payroll reports including taxes, retirement or adjustments on employee contracts.</p> <p>Provide the Sponsor with copies of all materials.</p>	<p>School Treasurer/Community School Financial Lead</p>	<p>Within 30 days of the end of classes</p>	
41	<p><b>Other (Please specify):</b></p>			
42	<p><b>Other (Please specify):</b></p>			

**ATTACHMENT 4.1**  
**CONFLICT OF INTEREST POLICY**

1. School Conflict of Interest Policy

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

**A. General Ethical Behavior.** While serving on the Governing Authority, each Director agrees to:

1. Obey the law and follow and implement the School's policies;
2. Not disclose or use, without appropriate authorization, any information acquired in the course of the Director's duties that is privileged or confidential under the law;
3. Not speak or act for the Board unless granted proper authority;
4. Work with the Board to establish, review and revise effective policies;
5. Delegate authority for administration to School administrators/staff;
6. Make every effort to attend all Board meetings;
7. Become informed on issues before the Board and relating to Community Schools and school choice;
8. Debate matters before the Board, but once voted upon, accept and support the Board's decision; and
9. Act ethically and in conformance with the School's mission and goals.

**B. Public Officers Ethics and Conflicts Rules – Improper Influence or Use of Authority.**

Ohio law requires that all Board members and School officials, including teachers performing or possessing authority to perform administrative/supervisory functions, comply with these laws.

1. Revised Code Section 102.03(D) & (E). A Board member cannot use, or authorize the use of, the authority or influence of his/her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon him/her with respect to his/her duties.
  - a. "Anything of value" includes money and every other thing of value.
  - b. A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community 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.
  - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.
  - d. **Abstain.** A Board member may avoid a conflict under R.C. 102.03(D) and (E) 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 Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.

2. Revised Code Section 2921.42(A)(1). A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
  - a. A prohibited interest must be direct and definite and may be either pecuniary or fiduciary in nature.
  - b. **Abstain**. A Board member may avoid a conflict under R.C. 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 of Part D of this policy when considering a situation involving R.C. 2921.42(A)(1).
3. Revised Code Section 2921.42(A)(3). A Board member shall not occupy any position of profit in the prosecution of a public contract which she or the community school board authorized, and which was not let by competitive bidding to the lowest and best bidder while the Board member holds a position on the Board or within one year thereafter.
  - a. A Board member occupies a position of profit in a public contract whenever he/she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
  - b. **Abstention** will not cure an R.C. 2921.42(A)(3) conflict.
4. Revised Code Section 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the community school.
  - a. A Board member has a prohibited interest in the profits or benefits of a public contract if the Board member would financially benefit from the contract, or the Board member has an ownership or fiduciary interest in the entity that is entering into the contract, unless the exception in R.C. 2921.42(C) applies.
  - b. For the exception to apply pursuant to R.C. 2921.42(C), the subject of the contract must be necessary supplies or services for the community school, and the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the community school as part of a continuing course of dealing established prior to the Board member becoming associated with the community school, and, treatment of the community school must either be preferential to or the same as that accorded to other customers in a similar transaction. Under the exception, the entire transaction conducted at “arms-length” with the Board’s full knowledge of the Board member’s interest.
  - c. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.
5. Revised Code Section 2921.43(A). No public servant may knowingly solicit or accept improper compensation (a) other than as allowed by R.C. 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;
6. Revised Code Section 2921.43(B). No public servant shall solicit or accept 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. A person is not prohibited from making voluntary contributions.

7. Revised Code 2921.43(C). No person shall coerce any contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee or political contributing entity, in consideration for (a) appointing, securing, maintaining or renewing the appointment of any person to any public office, employment or agency, or (b) preferring or maintaining the status of any public employee's compensation, duties, placement, location, promotion or other material aspects of employment. Coercion need not actually cause or prohibit any action from actually occurring. A person is not prohibited from making voluntary contributions.
8. Revised Code Section 2921.44. A fiscal officer shall be disqualified from serving as a public official for four years after being found guilty of dereliction of duty in Ohio and, also prohibited from holding a public office until all restitution or repayment required by a court has been satisfied. Dereliction of duty may include (a) 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 for the entity to which the public official is connected; or, (b) recklessly failing to perform a duty expressly imposed or forbidden by law with respect to the public servant's office.

**C. Excess Benefit Transaction**. Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services.

1. "Disqualified person" includes:

- a. A person in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;
- b. A member of the family of a person described in a, above;
- c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
- d. Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.

**D. IRC Procedure for Matters Involving Conflicts**. The Board shall follow the following procedures when it is called upon to consider any matter with respect to which an "interested person" has a "financial interest" as those terms are defined below. Please note: the fact that the Board of Directors has followed the procedures set forth below will not enable an "interested person" to avoid the legal prohibitions of R.C. 2921.42(A)(3) and (4) discussed in Parts B.3 and B.4, above.

1. For purposes of these procedures the following words have the following definitions.

- a. An "interested person" is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
- b. A person has a "financial interest" if the person, directly or indirectly, through business, investment, or family has:

- i. An ownership or investment interest in any entity with which the School has a transaction or arrangement;
    - ii. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
    - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
  - c. "Compensation" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
2. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
3. Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.
4. Procedures for Addressing the Conflict of Interest.
  - a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after the presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - c. After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.



## **E. Other Procedures and Record Keeping Requirements.**

1. Violations of the Conflicts of Interest Policy.
  - a. If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
  - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
2. Documentation. The minutes of the Board and all committees with board- delegated powers shall contain:
  - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
  - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
3. Annual Statements. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
  - a. Received a copy of the conflict of interest policy;
  - b. Read and understands the policy;
  - c. Agreed to comply with the policy;
  - d. Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;
  - e. Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
  - f. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
  - g. Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt

status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
  - b. Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
5. Use of Outside Experts. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board's obligation to conduct periodic reviews.
6. Immediate Relatives. An "immediate relative" means the Board member's spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
- a. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School's sponsor or operator, unless at least one year has elapsed since the person's Board membership ceased.
  - b. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor's governing board, unless at least one year has elapsed since the person's Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person's Board membership ceased.
7. Annual Disclosure Requirement. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed, within the previous three (3) years, by (a) the sponsor or operator of the School, (b) a school district or educational service center that has contracted with the School, or (c) a vendor that is or has engaged in business with the School.

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

---

Signature and Title

---

Date

Note: All School officials and employees, including teachers who do perform or who have the authority to perform administrative and supervisory functions, are subject to all Ohio Ethics and Conflicts Laws and should sign the above acknowledgment as well.

*Ohio Revised Code Chapter 102, Sections 2921.42, 2921.43, 2921.44 and 3314.02.*

Adopted: 6/8/17

## **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 and copies of all recorded conveyance documents, 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.

**FACILITIES ADDENDUM**

This addendum includes 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 operator. Any stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code. See ORC 3314.032(A)(3) and 3314.0210

The Toledo School for the Arts owns all Community School facilities and property. In accordance with ORC 3314.03 (A) (9), the facilities information includes:

- (a) A detailed description of each facility used for instructional purposes;
- (b) The annual costs associated with leasing each facility that are paid by or on behalf of the School;
- (c) The annual mortgage principal and interest payments that are paid by the School; and
- (d) The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.

Information for the facility is noted below. Any contracts related to school facilities are subject to change at the discretion of TSA's Governing Authority. Any lease contract(s) and any updates thereto must be submitted to BGSU.

<p><b>Description of Facility OWNED BY TSA</b></p>	<p>333 14<sup>th</sup> Street Condominium, Condominium Unit Numbers 001, 101-104, 208, 207, 206, 204, and 213, 301, 401, a Condominium in the City of Toledo, Lucas County, Ohio, according to the Declaration of Condominium Ownership, its Declaration and Bylaws, filed for record in the Office of the County Recorder, Lucas County, Ohio on July 16, 2004 at 11:45 a.m. as Official Record No. 20040716-0058222 and the drawings as Official Record No. 20040716-0058223 together with the undivided interest in the common areas and facilities declared in the said Declaration to be appurtenant to such unit.</p>
<p><b>Annual Mortgage Principal and Interest Payments</b></p>	<p>\$220,500.00</p>
<p><b>Name of Landlord or Lender and Relationship to Operator</b></p>	<p><b>Toledo-Lucas County Port Authority</b>                  One Maritime Plaza                  Toledo, OH 43604-1866                  No organizational relationship.</p>

20040723-0060270  
Pages: 2 Fee: \$28.00  
07/23/2004 02:27:38 PM  
T28048840481  
Sue Rieux  
Lucas County Recorder DEED

23677 & w 4

07/23/2004  
TRANSFERRED BY DEED ELED  
IN COMPLIANCE WITH SEC 319.302 R.C.  
LARRY A. RACZALA AUDITOR  
LUCAS COUNTY, OHIO  
SEE \$1075.00 EA MULTI X  
PARCEL 1565948 COUNTY 2  
TRANS. #: 04-108709

Parcel ID:  
1565948  
1565949

**GENERAL WARRANTY DEED**  
(Statutory Form, Ohio Revised Code §5302.05)

TOLEDO INFOCOM, LLC, a Florida limited liability company, for valuable consideration paid, grants, with general warranty covenants, to TOLEDO SCHOOL FOR THE ARTS, an Ohio non-profit corporation, whose tax-mailing address is 333 N. 14<sup>th</sup> Street, Unit 201 Toledo, Ohio 43624, the real property described on Exhibit A attached hereto and incorporated herein by reference.

Subject to: zoning ordinances; easements, agreements, and restrictions of record; and taxes and installments of assessments due and payable after delivery of this deed.

Prior instrument reference: Microfiche No. 00-0559A12 of the Lucas County, Ohio Deed Records.

Toledo Infocom, LLC has caused this instrument to be executed and delivered by its managing member, this 22<sup>nd</sup> day of July, 2004.

TOLEDO INFOCOM, LLC

By: ABR Infocom, LLC, Managing Member

By: Sealanders, Inc., Managing Member

By:   
Brian G. Friedman, President

STATE OF OHIO )  
                          ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2004, by Brian G. Friedman, President of Sealanders, Inc., a Florida corporation, on behalf of the corporation as the Managing Member of ABR Infocom, LLC, a Florida limited liability company, on behalf of the company as the Managing Member of Toledo Infocom, LLC, a Florida limited liability company, on behalf of the company.

  
Notary Public

My Commission Expires: \_\_\_\_\_



VICKI L. FEIT  
Notary Public, State of Ohio  
Commission Expires 4/14/07

THIS INSTRUMENT PREPARED BY:  
Sharon M. Fulop, Esquire  
Shumaker, Loop & Kendrick, LLP  
1000 Jackson Street  
Toledo, Ohio 43624-1573

keberke@rcsd/Toledo infocom.gwd

Louisville Bo

**EXHIBIT A**

333 14th Street Condominium, Condominium Unit Numbers 001, 101, 102, 103, and 104, a Condominium in the City of Toledo, Lucas County, Ohio, according to the Declaration of Condominium Ownership, its Declaration and Bylaws, filed for record in the Office of the County Recorder, Lucas County, Ohio on July 16, 2004 at 11:45 A.M. as Official Record No. 20040716-0058222 and drawings as Official Record No. 200040716-0058223 together with the undivided interest in the common areas and facilities declared in the said Declaration to be appurtenant to such unit.

Such unit is subject to all the rights, privileges, duties, easements, conditions, restrictions and limitations contained in the said Declaration, Bylaws and Drawings and Chapter 5311 of the Ohio Revised Code.

2942

20060727-0049762  
Page: 2 Fee: \$28.00  
07/27/2006 03:21:08 PM  
720600050001  
Anita Lopez  
Lucas County Recorder DEED

**LIMITED WARRANTY DEED**  
Ohio Rev. Code §5302.07

07/27/2006  
TRANSFERRED BY: JEL \$2.50  
IN COMPLIANCE WITH SEC 318.302 A C  
LARRY A. KACZALA AUDITOR  
LUCAS COUNTY, OHIO  
FEE \$27.0000 EA: MULTI X  
PARCEL 15-68812 COUNT 3  
TRANS. #: 06-106085

PARCEL IDS  
15L6939  
15L6940  
15L6941  
15L6942

Toledo Infocom, LLC, a Florida limited liability company, for valuable consideration paid, grants, with limited warranty covenants, to Toledo School for the Arts, an Ohio non-profit corporation, whose tax-mailing address is 333 N. 14th Street, Unit 201-E, Toledo, Ohio 43624, the real property legally described on Exhibit A attached hereto and incorporated herein.

Subject to: zoning resolutions and ordinances; easements, agreements, and restrictions of record; and taxes and installments of assessments due and payable after delivery hereof.

Prior Instrument Reference: Microfiche No. 00-559A12 of the Lucas County, Ohio Deed Records.

Witness the hand of its authorized representative this 26<sup>th</sup> day of July, 2006.

**Toledo Infocom, LLC**

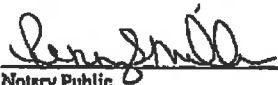
By: **ABR Infocom, LLC, Managing Member**

By: **Sealanders, Inc., Managing Member**

By:   
Brian G. Friedman, President

STATE OF OHIO             )  
                                      ) SS:  
COUNTY OF Lucas         )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2006, by Brian G. Friedman, the President of Sealanders, Inc., a Florida corporation, on behalf of the corporation as the Managing Member of ABR Infocom, LLC, a Florida limited liability company, on behalf of the company as the Managing Member of Toledo Infocom, LLC, a Florida limited liability company, on behalf of the company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



[SEAL]  
PENNY S. MILLER  
Notary Public, State of Ohio  
Commission Expires 4/9/2011

This Instrument Prepared By:  
Sharon M. Fulop, Esquire  
Shumaker, Loop & Kendrick, LLP  
1000 Jackson Street  
Toledo, Ohio 43604-5573

152/Toledo Infocom/333 14th st/dec2.01

**Louisville Box**

**LEGAL DESCRIPTION**

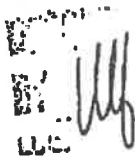
Situated in the City of Toledo, County of Lucas and State of Ohio:

333 14th Street Condominium, condominium unit numbers 202, 203 and 204, a condominium in the City of Toledo, Lucas County, Ohio, according to the Declaration of Condominium ownership, is declaration and bylaws filed for record in the office of the County Recorder, Lucas County, Ohio as Official Record No. 20040716-0058222, and drawings as Official Record No. 20040716-0058223 together with the undivided interest in the common areas and facilities declared in the said declaration to be appurtenant to such unit.

**Property address:** 333 14th Street, Toledo, OH 43604

**Taxing Parcel Nos.:** 15-65945 - Unit 202  
15-65946 - Unit 203  
15-65947 - Unit 204

**Prior Deed Reference:** Lucas County Official Records, Instrument 00-559A12

A rectangular stamp with illegible text and a handwritten signature in cursive over it.A handwritten signature in cursive, possibly reading '9/21/12'.




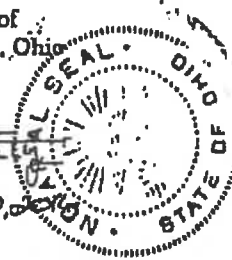
Executed this 3<sup>rd</sup> day of April, A.D. 2013

  
JOHN THARP, Sheriff of Lucas County, Ohio

THE STATE OF OHIO, )  
                                  ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2013 by JOHN THARP, Sheriff of Lucas County, Ohio

By   
Notary Public Lisa L. Nunnally  
State of Ohio  
My Commission Exp October 2018



Instrument prepared by and mail deed to:

Jonathan M. Hanna, Esq.  
Lyden & Chappell, Ltd.  
5470 Main Street, Suite 300  
Sylvania, Ohio 43560

Mail To:

Steven D. Reimbolt  
One Seagate 29<sup>th</sup> Floor  
Toledo, OH 43604

04/10/2013  
TRANSFERRED BY SHAR \$150  
IN COMPLIANCE WITH SEC 319.202 R.C.  
ANITA LOPEZ AUDITOR  
LUCAS COUNTY OHIO  
FEE \$466.00 EX MULTI X  
PARCEL 15-65947 COUNT 3  
TRANS. #. 13-102321

20130410-0018484  
Pages: 3 Fee: \$0.00  
04/10/2013 12:54:47 PM  
T20130014707  
Phil Copeland  
Lucas County Recorder DEED

PARCEL IDS  
1565945  
1565946  
1565947

### SHERIFF'S DEED

Rev. Code Sec 2329.36

Case Number: CIO201104267

I, JOHN THARP, Sheriff of Lucas County, Ohio, pursuant to Order of Sale entered the 3rd day of October A.D. 2012, Confirmation of Sale entered the 20th day of March A.D. 2013, and in consideration of the sum of ONE HUNDRED SIXTEEN THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$116,667.00), the receipt whereof this hereby acknowledged, do hereby GRANT, SELL AND CONVEY, unto TOLEDO SCHOOL FOR THE ARTS, all the rights, title and interest of the parties in Court of Common Pleas, Lucas County, Ohio Case No. CIO201104267, THE HUNTINGTON NATIONAL BANK vs. TOLEDO INFOCOM, LLC, ET AL, and all pleadings there in incorporated herein by reference in and to the following Lands and Tenements situated in the County of Lucas and the State of Ohio, known and described as follows, to-wit:

SEE LEGAL DESCRIPTION MARKED "EXHIBIT A", ATTACHED HERETO,  
AND BY REFERENCE, MADE A PART HEREOF.

This deed does not reflect any restrictions, conditions or easements of record.

Prior Owner: TOLEDO INFOCOM, LLC  
Parcel No.: 15-65945, 15-65946 AND 15-65947  
Prior Instrument Reference: 00-559A12  
Property Address: 333 14th Street  
Toledo, OH 43604

**EXHIBIT A**

**Lot Number 1560 and the Southwest 60 feet of Lot Number 1561 in the Vistula Division of the City of Toledo, same being recorded in Plats 7-19, all in the City of Toledo, Lucas County, Ohio.**

286778 w 3

20040723-0080269  
Page: 2 Fee: \$28.00  
07/23/2004 02:27:30 PM  
T280485481  
Sue Rieker  
Lucas County Recorder DEED

### GENERAL WARRANTY DEED

(Statutory Form, Ohio Revised Code §5302.05)

Parcel IDs  
1950404

TOLEDO INFOCOM, LLC, a Florida limited liability company, for valuable consideration paid, grants, with general warranty covenants, to TOLEDO SCHOOL FOR THE ARTS, an Ohio non-profit corporation, whose tax-mailing address is 333 N. 14<sup>th</sup> Street, Unit 201, Toledo, Ohio 43624, the real property described on Exhibit A attached hereto and incorporated herein by reference.

Subject to: zoning ordinances; easements, agreements, and restrictions of record; and taxes and installments of assessments due and payable after delivery of this deed.

Prior instrument reference: Microfiche No. 00-0559A12 of the Lucas County, Ohio Deed Records.

Toledo Infocom, LLC has caused this instrument to be executed and delivered by its managing member, this 22nd day of July, 2004.

#### TOLEDO INFOCOM, LLC

By: ABR Infocom, LLC, Managing Member

By: Sealenders, Inc., Managing Member

By:   
Brian G. Friedman, President

07/23/2004  
TRANSFERRED BY 2004 0050  
IN COMPLIANCE WITH SEC. 319.202 R.C.  
LARRY A. KACZALA ALTDOR  
LUCAS COUNTY OHIO  
FEE: \$28.00 EX 2 MALI.  
PARCEL 1950404 COUNTY 1  
TRANS. #: 04-204808

STATE OF OHIO )  
  ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 22nd day of July, 2004, by Brian G. Friedman, President of Sealenders, Inc., a Florida corporation, on behalf of the corporation as the Managing Member of ABR Infocom, LLC, a Florida limited liability company, on behalf of the company as the Managing Member of Toledo Infocom, LLC, a Florida limited liability company, on behalf of the company.

  
Notary Public

My Commission Expires: \_\_\_\_\_ [SEAL]

THIS INSTRUMENT PREPARED BY:  
Sharon M. Fulop, Esquire  
Shumaker, Loop & Kendrick, LLP  
1000 Jackson Street  
Toledo, Ohio 43624-1573



VICKI L. FEIT  
NOTARY PUBLIC, State of Ohio  
Commission Expires 4/14/07

Louisville Br

**ATTACHMENT 6.3**  
**EDUCATIONAL PLAN**

1. Curriculum Plan
  - a. Focus, mission, philosophy, goals, and objectives of curriculum
  - b. Characteristics of the students the School expects to attract, including ages and grades of students
  - c. Description of curriculum
  - d. Instructional delivery methods used
  - e. Educational program for each grade served
  - f. Evidence/research of viability of curriculum
  - g. Description of how curriculum aligns with Ohio Content Standards
  
2. Description of classroom-based and non-classroom-based learning opportunities and explanation of how the learning opportunity ties into curriculum and mission
  - a. Classroom-based
  - b. Non-classroom-based, including, when applicable, Credit Flex, College Credit Plus, field trips with academic enhancement component, tutoring, learning on contingency days or while a student is suspended/expelled, internet or independent study
  
3. If applicable, description of blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements

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

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

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

If the School has a registered 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 documents 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; and
- g. A description of the professional development activities that will be offered to teachers.



## **Toledo School for the Arts**

### **2018-2019 Curriculum Guide**

Much effort has gone into the development and planning of the courses offered to 6th and 12th grade students and described in the Curriculum Guide. The descriptions of courses and other information, although brief, are intended to assist students and parents in determining a student's course selection for the next school year. Time spent reading the guide and planning a program of study is an investment in the future. Reading it may also provide answers to your questions and prevent problems from occurring.

If you have specific questions about course selection, units of credit, or academic scheduling, please contact the Guidance Office at (419) 246-8732 ext. 300.

**Principal:** Letha Ferguson- lferguson@ts4arts.org

**Assistant Principal:** David Johnson- djohnson@ts4arts.org

**Artistic Director:** David Saygers- dsaygers@ts4arts.org

**Assistant Artistic Director:** Devin Bader- dbader@ts4arts.org

**Middle School Office:** (419) 246-8732 x422

**High School Office:** 419-246-8732 x400

**Guidance Office:** (419) 246-8732 x300

#### **TSA Mission Statement**

"Toledo School for the Arts fulfills every student's intellectual, ethical, social, emotional and physical potential by integrating an unsurpassed arts curriculum with superior college preparatory academic programs to prepare life-long learners with a passion for the arts, respect for others, and an active commitment to diversity and the community."

## Graduation Requirements

### Testing

All Junior grade level students are required to participate in either the ACT or the SAT test during the Junior year. All Juniors will have the opportunity to take the ACT one time in their Junior year at TSA's expense. Any additional tests students want to take are at their own expense and will be offered off-site. These additional tests are students' own responsibility to register for online at [www.act.org](http://www.act.org) for ACT or [www.collegeboard.com](http://www.collegeboard.com) for SAT.

Tests (or information) made available through or at TSA:

- \*+ ACT -- required for all Juniors
- \*+ SAT I & II (if the ACT is not taken, the SAT is required)
- +PSAT -- Pre-SAT
- First Semester Exams
- Second Semester Exams
- AIR Testing and Ohio End of Course Exams (EOC)

\*Not offered at TSA

+ Fee waiver forms are available for students who qualify for free or reduced lunch when registering for these tests

### American Institutes for Research (AIR) Assessments and End of Course Exams (EOC)

All students in grades 6-12 will participate in the statewide assessments as defined by Ohio Department of Education (ODE). For each subject area, the state superintendent and chancellor shall select multiple assessments public schools may use as end-of-course examinations: Biology, Algebra I and Geometry, English Language Arts 1 and 2, American History, and American Government.

All students will earn a total of 18 points minimum as follows:

- Math: Minimum of 4 points between Algebra 1 and Geometry
- English: Minimum of 4 points between English Language Arts I and English Language Arts II
- Science/Social Studies: Minimum of 6 points among Biology, American History, and American Government



These category totals add up to 14 on their own; therefore, students must earn an additional four (4) points that may be distributed in any combination of categories once the default minimums have been met.

***Students must meet the graduation pathways required to complete graduation by the Ohio Department of Education.***

Grading Scales

TSA REGULAR GRADE SCALE

Gr	%	Pts		Gr	%	Pts		Gr	%	Pts		Gr	%	Pt
A+	98-100	4.3		B	86-88	3		C-	74-76	1.7		F	0-64	0
A	95-97	4		B-	83-85	2.7		D+	71-73	1.3				
A-	92-94	3.7		C+	80-82	2.3		D	68-70	1				
B+	89-91	3.3		C	77-79	2		D-	65-67	0.7				

TSA HONORS GRADE SCALE\*

Gr	%	Pts		Gr	%	Pts		Gr	%	Pts		Gr	%	Pts
A+	98-100	5		B	86-88	3.7		C-	74-76	2.4		F	0-64	0
A	95-97	4.7		B-	83-85	3.4		D+	71-73	1.3				
A-	92-94	4.4		C+	80-82	3		D	68-70	1				
B+	89-91	4		C	77-79	2.7		D-	65-67	0.7				

CCP GRADE SCALE

Gr	Pts		Gr	Pts		Gr	Pts
A	5		B-	3.7		D+	1.3
A-	4.7		C+	3.3		D	1
B+	4.3		C	3		D-	0.7
B	4		C-	2.7		F	0

\*Honors grade scale is used for all honors level classes. Students must be signed into honors classes by the teacher of the content area. For more information about honors level classes please contact the Guidance Office.

### Graduation Requirements: TSA-Specific

To satisfy the graduation requirements of TSA students must earn the following credits as well as meet the state testing requirements (described in a prior section):

- 4 credits in English
- 4 credits in Math, sequentially including Algebra I, Geometry, Algebra II, and one additional credit of higher level math, i.e. Math Applications, Pre-Calculus, or Calculus
- 4 credits in Social Studies, including World Studies, American History, Government, Senior Humanities
- 3 credits in Science, including Physical Science, Biology, and one of the following: Anatomy (necessary for Dance, Theatre, or Visual Arts Majors), Chemistry, Earth & Environmental Science, Astronomy, Geology or Physics
- 2 Credits in the same Foreign Language (Spanish offered at TSA, other languages may be taken off campus)
- ½ credit in Health
- ½ credit in Business/ Financial Literacy (1 credit in Business of Arts and Communication 2020 and beyond)
- 1 credit in Physical Education (½ credit if earned outside of TSA)
- 6 credits of Arts electives (5 credits of Arts electives 2020 and beyond)

Some exceptions to the above list may be granted for transfer students, or students who have taken courses outside of TSA. See your guidance counselor for advice concerning possible exceptions.

In order for a TSA student to be enrolled, they must participate as a full-time student taking seven (7) classes each year.

## Toledo School for the Arts Prerequisite Requirements

Classes at TSA must be completed in a sequential order. See below for the order of courses per subject.

ENGLISH	MATH	SCIENCE	SOCIAL STUDIES	FOREIGN LANGUAGE
English 9	Algebra 1	Physical Science	World Studies	Spanish 1
English 10	Geometry	Biology	American History	Spanish 2
English 11	Algebra 2	***	Government	Spanish 3
English 12	Senior level Math*		Humanities	Spanish 4

\*Senior level math= Math Applications, Pre-Calculus or Calculus

\*\* The only prerequisites in science are physical science and biology. The courses taken after biology can be taken in any order. If a student wants to take Physics, they must first take Algebra 2 and Chemistry. Physics cannot be taken concurrently with its prerequisites.

### Graduating in 2019 and Beyond

Ohio's graduation requirements for the classes of 2019 and beyond offer several ways to earn a high school diploma in Ohio. The class of 2019 are those students who entered ninth grade in the 2015-2016 school year. There are two components of graduation requirements: **credits and assessments.**

The credit component requires all students to successfully complete a minimum of 20 high school credits. TSA requires 5 additional credits (see requirements above). Additionally, your student must receive instruction in two areas – fine arts and economics and financial literacy. These credit requirements have not changed from the class of 2014.

The assessment component provides your son or daughter three ways to be eligible for a high school diploma. He or she must minimally meet one of the three options to earn an Ohio diploma.

- Earn a cumulative score of 18 points, using seven end-of-course state tests over four years of high school, or

- Earn 12 points by attaining an industry recognized credential or group of credentials in a single career field and a workforce readiness score on WorkKeys, a nationally recognized job skills assessment, or
- Earn scores in English language arts and mathematics on a national college admissions test or tests that indicate the student can do college level work without needing to take remedial classes.

The assessment component provides more flexibility than in previous years to reach graduation. Your family can find more information about graduation requirements by meeting with our school counselor/s and at [education.ohio.gov](http://education.ohio.gov); Enter *Graduation Requirements* in the search box.

### **Academic Promotion**

For students in grades sixth (6th) through eighth (8th), first semester and second semester grades will be averaged together to give an annual percentage for each class. Students that earn an annual grade below 65% in more than one academic class will not be promoted to the next grade level at TSA for the upcoming school year.

- Sixth (6th) grade students must have successfully completed all requirements for the fifth grade at their previous school and shall not have failed more than one academic course.
- Seventh (7th) grade students must have successfully completed a sixth grade course of study and shall not have failed more than one academic course.
- Eighth (8th) grade students must have successfully completed a seventh grade course of study and shall not have failed more than one academic course.
- Ninth (9th) grade students must have successfully completed eighth grade courses and shall not have failed more than one academic course.

High school students must successfully complete a minimum of 6.0 credits at the respective grade level to advance to the next grade level. Students must complete all mandatory courses taken during the previous grade level. For enrolled students, students may not progress to the next grade level if they have more than one failure in any academic courses. A student that fails a mandatory academic course\* must attend an approved Summer School Program or the student will be required to repeat the course during the next school year. The Principal has final discretion on all cases of grade-level promotion.

*\*All math classes, all English classes, all History classes, Health, Business, Physical Science, Biology*

### **Exam Exemptions**

TSA requires all students to take semester exams at the conclusion of each semester. The exam is worth 10% of the semester grade. As a reward for those students that achieve high academic standing, TSA offers a total of 2 (two) possible exam exemptions. The standard for qualifying for an exemption is maintaining an “A” (92%) or better in both quarters of a course. A student must also meet the attendance requirements so as not to lose credit due to thirteen (13) or more non- excused absences. Again, students can only exempt from two courses, no matter how many may qualify. All exemption requests must be approved by the teacher of the course prior to the exam. Teachers can reserve the right to deny exemption for their course exam. Students must pick up the Exam Exemption Request Form from the first or third floor office 2 weeks before exams and submit the completed request no later than one week prior to the first day of exams. **NO EXCEPTIONS.** Failure to submit the completed form by the deadline, a change in grades, or attendance changes, will disqualify a student’s request.

### **Challenging a Grade**

Any student and/or Parent wishing to challenge a grade received is required to address the Principal, in writing, within three (3) weeks of the end of the most recent grade period in which the grade was earned.

### **Honors and Awards Criteria**

Senior Honor Award is bestowed upon twelfth grade students who have earned a cumulative grade point average of 3.5 or higher through the fall semester of the current year.

The Annual Honor Roll and Sweets for Success award are given to students in 6th – 12th grades who have earned all A’s and B’s for their Semester 1 and Quarter 3 grades.

Quarterly Honor Roll Award acknowledges 6th – 12th grade students that have earned all A’s and B’s for each Quarter 1, Quarter 2, and Quarter 3 grades.

President’s Award for Educational Excellence recognizes 8th and 12th grade students who exemplify outstanding academic success in the classroom. To be eligible for this award, students must meet the following criteria:

- Earn a minimum cumulative grade point average of 3.5 on a 4.0 scale through the fall semester of the current year and;
- Have an attendance rate of 95% or above through the fall semester of the current year, and
- Have earned scores above proficient in the Reading and/or Math sections of the Ohio State Assessments approved by the Ohio Department of Education.

President's Award for Educational Achievement recognizes 8th and 12th grade students who exemplify outstanding educational growth, improvement, commitment to, or intellectual development in their academic subjects. To be eligible for this award, students must:

- Earn a minimum cumulative grade point average of 3.0 on a 4.0 scale through the fall semester of the current year and
- Have an attendance rate of 93% or above through the fall semester of the current year and
- Have earned scores above proficient in the Reading and/or Math sections of the Ohio State Assessments approved by the Ohio Department of Education.

Diploma with Honors is awarded to students who meet the State of Ohio's Diploma with Honors criteria. For more information go to <http://education.ohio.gov>.

Perfect Attendance Award is available to students in all grade levels. To be eligible students must have NO tardies or absences of any kind, regardless of the circumstances.

Outstanding TSA Citizen Award is bestowed upon one student at the junior division and one student at the senior division levels who exemplify characteristics of outstanding citizens, which include honesty, integrity, respect, leadership, and a strong work ethic. Faculty and staff are invited to nominate a student who they feel exemplifies these qualities. All nominees are acknowledged and the Outstanding TSA Citizen Award is granted to the student with the most TSA administrative, faculty, and staff votes.

Valedictorian/Salutatorian is recognition determined by the cumulative grade point average earned from a student's freshman year through the first semester of the senior year. A student will not be eligible for the acknowledgement as valedictorian or salutatorian unless he/she has been enrolled for three (3) consecutive years at TSA, which must consist of sophomore through senior years.

Valedictorian/Salutatorian is recognition determined by the cumulative grade point average earned from a student's freshman year through the first semester of the senior year. A student will not be eligible for the acknowledgement as valedictorian or salutatorian unless he/she has been enrolled for three (3) consecutive years at TSA, which must consist of sophomore through senior years.

### **College Credit Plus**

Ohio's College Credit Plus (CCP) can help you earn college and high school credits at the same time by taking college courses from community colleges or universities. The purpose of this program is to promote rigorous academic pursuits and to provide a wide variety of options to college ready students.

Prior to participating in the CCP program, a student shall be provided with specific information and counseling designed to make the student aware of the possible risks and benefits of the program. There are many legal requirements and deadlines for College Credit Plus. Please contact the high school guidance counselor for information. Please also see Policy No. 204.13, which your high school counselor can provide to you.

### **Offsite Coursework**

Approved coursework taken away from TSA (other than College Credit Plus) must be approved by March 31st of the current year for the following year to be completed within the same academic school year it has begun and concluded by May 1st of the same school year (and no later than May 1st of the Junior year, if it is a required course for graduation). Failure to do so may result in lost credit or jeopardizing graduation requirements. Off-site coursework will have verification and documentation requirements that will have to be adhered to diligently.

### **Arts Major Certificate Requirements**

#### All Majors Certificate Requirements

Humanities (1 History  
Credit) Completion of  
Senior Internship

Must maintain an annual average grade of B- or higher in  
Majors-area classes Business of Arts and Communication  
(Graduation Requirement 2020 and beyond) Visual Design or  
Performing Arts Primer (semester credit) (elective- not  
required)

### Dance Certificate Requirements

Required Dance Courses: Jr Year- Intermediate or Advanced dance course (1-2 credits); Sr. Year- Advanced dance course (1-2 credits)

Anatomy and Physiology\*

Required Non-Major (one of the following): Production Technology, Costume Technology, Video Production, Musical Theatre, and Intermediate Acting

Completion of Senior Dance Project approved by Dance Department and successful passage of adjudication

### Music Certificate Requirements

Required Courses: Jr Year- Music Ensemble (1 credit); Sr. Year- Music Ensemble (1 credit)  
Music Seminar or approved alternative (1 credit)

Required Non-Major (one of the following): Music Technology, Video Production, Photography I, Musical Theatre, Production Technology, Costume Technology

Completion of Senior Music Project approved by Music Department

### Theatre Certificate Requirements

Acting Track- Required Courses: Theatre Arts II, Intermediate Acting; Advanced Acting  
Additional Acting Track required course (one of the following): Production Technology, Costume Technology,

Theatrical Design, Costume Design, Video Production, Musical Theatre

Anatomy and Physiology\*

Successful participation in at least one TSA theatrical production  
Completion of Senior Project, approved by Theatre Department Staff

Technical Track- Required Courses: Theatre Arts I or 2; Production or Costume Technology; Theatrical or Costume Design

Additional Technical Track courses (two of the following): Production Technology, Costume Technology, Theatrical Design, Costume Design, Video Production, Musical Theatre, Intermediate Acting, Advanced Acting, Photography 1, Graphic Design 1, Music Technology  
Anatomy and Physiology\*

Successful participation in at least one TSA theatrical production

Completion of Senior Project, approved by Theatre Department Staff



### Visual Arts Certificate Requirements

Studio Track- Required courses: Studio Art 1, Studio Art 2D or 3D, Studio Art 4 Portfolio Development; or Photography 1-3, Photography 4 or Studio Art 4 Portfolio Development

Graphic Design Track- Required courses: Graphic Design 1-3; and one of the following: Photography 1, Costume Technology, Production Technology, Music Technology, Video Production

Anatomy and Physiology\*

Completion of Senior Portfolio or Exhibition, approved by Visual Arts Department Staff

### Creative Writing Certificate Requirements

Required Creative Writing Courses (5 credits required): Creative Writing 1-2, Creative Writing Workshop, Yearbook, and Newswriting

Completion of Senior Project, approved by Language Arts Department Publication in TSA or other verified publication

### Music Theater Certificate Requirements

Musical Theater (1 credit) Intermediate Acting (1 – 2 credits) Senior Chorus (1 credit)

Intermediate Stage Dance (1 credit) Anatomy and Physiology\*

Successful participation in at least two musical theatre productions, at least one of which must be a TSA production. Private vocal lessons and/or dance studio classes, minimum six (6) months

Completion of Senior Project, approved by Dance/Music/Theatre Departments

\*Anatomy and Physiology may be replaced with Chemistry, Physics, or higher-level science courses with Guidance approval

# 2018-2019 Course Descriptions

## Academic Courses

### Science

#### Science 6

SCIENCE INQUIRY AND APPLICATION: Scientific Investigations, Lab Tools & Safety, Organizing, Analyzing & Communicating Data

EARTH AND SPACE SCIENCE: Minerals, Rocks, Soils

LIFE SCIENCE: Cell Theory & Structure, Cell Processes, Reproduction in Cells & Organisms, Organization in Organisms

PHYSICAL SCIENCE: Classification & Properties of Matter, States of Matter: Energy & Properties, Energy, Object Motion

#### Science 7

Integrated Science I – Integrating life, earth, and physical science. Topics include use of the scientific method and metric system; human and plant cell structure and function; Periodic Table, energy transformation and transfer, atmospheric and oceanic currents, Earth's interior, the Sun-Moon-Earth system, and biomes and habitats.

#### Science 8

This course continues Integrated Science I – Integrating life, earth, and physical science. Topics include geology, plate tectonics, Earth's surface processes, reproduction, genetics and evolution, potential energy, and forces. Real world applications will be explored throughout the course.

#### Physical Science

Physics and Chemistry are exciting subjects that help us understand the natural world. The concepts learned in the class will be applied to the visual and performing arts. Students will gain hands-on, real-world experience through laboratory experimentation. Topics: Nature of Science , Atomic Structure and Elements, Waves & sound , Nuclear Energy, Measurement , States of Matter , Solutions , Acids & Bases, Motion & Forces , Classification of Matter , Electricity , Light, Energy , Chemical Bonds , Magnetism , Earth Science, Machines ,Chemical Reactions , Astronomy

NOTE: Students must have a scientific calculator.

Pre-requisites: 8<sup>th</sup> grade science; Honors requires recommendation of teacher or placement test.

#### Biology

Biology presents students with the opportunity to combine new knowledge with previously learned skills and life experiences to form a deeper understanding of the living world around them. Students will engage living things at both the microscopic and macroscopic level, from the biologically important molecules that allow life to exist, to the structure/balance of an entire ecosystem. This biology course will be very hands on, with projects and activities that incorporate the arts into the subject matter. Furthermore, biology will assist students in developing their own scientific literacy , independent work ethic, as well as refine their critical thinking skills. It is the instructor's sincere hope that throughout their study of biology students

will appreciate not only the beauty of art in nature, but the essential artist in every scientist.

**Prerequisite:** Successful completion of Physical Science

Lab Fee: \$15.00

### **Honors Biology**

Biology presents students with the opportunity to combine new knowledge with previously learned skills and life experiences to form a deeper understanding of the living world around them. Students will engage living things at both the microscopic and macroscopic level, from the biologically important molecules that allow life to exist, to the structure/balance of an entire ecosystem. This biology course will be very hands on, with projects and activities that incorporate the arts into the subject matter. Furthermore, biology will assist students in developing their own scientific literacy, independent work ethic, as well as refine their critical thinking skills. It is the instructor's sincere hope that throughout their study of biology students will appreciate not only the beauty of art in nature, but the essential artist in every scientist. Honors students will be conducting active research, have additional readings, and participating in additional projects related to each unit in Biology.

**Prerequisite:** Physical Science, Honors Placement/permission of instructor

Lab Fee \$15.00

### **Chemistry/Honors Chemistry**

Chemistry addresses both the structure and interactions of matter both conceptually and mathematically. Students will gain hands-on experience through laboratory exploration.

**Prerequisite:** Biology with grade of C or higher (B recommended); Algebra II with grade of C or higher (B recommended), or concurrent enrollment with at least a C in previous math class.

### **Anatomy & Physiology/Honors Anatomy**

Anatomy & Physiology addresses both the form and function of the human body. Students will gain hands-on experience through laboratory exploration. Dissection is a required part of this course and is NOT optional.

**Prerequisite:** Biology; Honors Placement/permission of instructor

### **Earth and Environmental Science**

Earth & Environmental science will explore the major earth systems as well as the formation and future of earth in the universe. (Topics covered: Geology, Rocks, Minerals, Volcanoes, Earthquakes, River Systems, Glaciers, etc.) Other topics include; Weather & Climate, Paleontology, The environmental movement, Green Technology, Earth's Resources, Astronomy, and more! Students will discover the interrelated nature of these systems and how each component impacts/controls the environment around us.

**Prerequisite:** Physical Science and Biology

### **Honors Earth and Environmental Science**

In addition to the Earth & Environmental Science curriculum, Honors students will conduct an earth science based citizen science project, participate in an honors field trip, and read two geology based books to improve scientific literacy. (Silent Spring by Rachel Carson, and The Universe Within: Discovering the Common History of Rocks, Planets, and People by Neil Shubin.) Students will have additional readings and projects throughout the year, each relating specifically to the material being covered at the time.

**Prerequisite:** Physical Science and Biology; Honors Placement/permission of instructor

### **Physics/Honors Physics**

Physics elaborates on the study of the key concepts of motion, forces and energy as they relate to increasingly complex systems and applications that will provide a foundation for further study in science and scientific literacy. Students engage in investigations to understand and explain motion, forces and energy in a variety of inquiry and design scenarios that incorporate scientific reasoning, analysis, communication skills and real-world applications. This is a project –based class where working in a group to produce a deliverable makes up the majority of your grade. NOTE: Students must have a scientific calculator.

**Pre-Requisites:** C+ or better in Algebra II, C+ or better in Chemistry, or Instructor permission

### **CCP Science Courses**

#### **BIO 101 - Life-An Intro to Biology**

The student will study integration of structure, function, and diversity among the levels of biological organization, as well as discuss and apply principles of evolution, genetics, physiology, and ecology. Included also is the nature of living systems and the process of science. This course is intended for students not majoring in Biology, and will satisfy part of the science requirement for an AA or AS General Degree.

**Prerequisites:** NONE

**Credits:** 4(Lec: 3 Lab: 3)

#### **GEO 111 - Physical Geology**

A survey of the basic principles of Physical Geology. The first portion of the class examines minerals and rocks and their interaction with the environment. The second portion of class concentrates on earth processes both above and below its surface including earthquakes, volcanoes, streams and ground water flow. Students retaking this course must repeat both the lab and lecture. The laboratory portion includes appropriate field work.

**Prerequisite:** NONE

**Credits:** 4(Lec: 3 Lab: 3)

## Language Arts

### 6th Grade English

The sixth grade year focuses on improving skills in reading, writing, listening, visual literacy, and oral communication based on the Common Core Standards. Students have the opportunity to explore literature by outstanding authors, past and present. Written and oral communications skills will be integrated with literature in a well-rounded approach including integrations with the arts. Informal and formal writing including projects, speeches, group work, and daily writing will provide for alternative assessment opportunities.

### 7th Grade English

The seventh grade year focuses on skills in reading, writing, listening, speaking, and language as laid out in the Common Core Standards. Students have the opportunity to explore literature and nonfiction work by outstanding authors, past and present. The Common Core Standards will be integrated with artistic literacy to focus on mastering grade-specific standards and to enable students to meet college and career readiness expectations. Informal and formal writing including projects, speeches, group work, and daily writing will provide for alternative assessment opportunities.

**Prerequisite:** Successful completion of grade 6 English

### 8th Grade English

Students cover a wide range of contemporary literature in fiction, nonfiction, and poetry. Themes include loss, redemption, courage, and identity. Students read and analyze literary texts and discuss topics like character development, tone, setting, and theme. Students also gain a strong foundation in various writing formats, including an extended unit in formal MLA research paper writing.

**Prerequisite:** Success completion of grade 7 English

### 9th Grade English

English 9 language arts will cover a variety of skills including reading literature and informational texts, writing, language, speaking and listening. Class activities, assignment, and assessments will stem primarily from the ELA Common Core Standards to ensure that you/your student has the most potential for success in accomplishing the necessary skills to pass 9th grade English.

**Prerequisite:** Successful completion of 8th grade English.

### 10th Grade English

The sophomore English class continues work in formal essay writing. They also complete a minimum of one formal MLA and one APA formatted research paper. They will write some creative pieces as well depending on time. We read a variety of fiction titles and dive into theme, symbolism and a variety of other literary terms.

**Prerequisite:** Successful completion of 9th Grade English

### 11th Grade English

English 11 utilizes American Literature to guide students in the mastery of language arts. We will read representative literature from various time periods and literary movements in the U.S., and use these readings to spur practice of writing and speaking conventions. The course is aligned

with the Common Core standards, which focus on preparing students for college and the workplace. Writing assignments range from short, impromptu responses to more lengthy research-based essays. Students will have ample opportunity to participate actively in a community of learners, and higher-level thinking will be demanded throughout the course.

**Prerequisite:** Successful completion of English 10

### **12th Grade English**

12th Grade English is a World Literature course. Readings will be taken from a selection of novels, short stories, poetry, essays and speeches, drawn from a wide variety of times and places, from Ancient Mesopotamian Epics to contemporary hip-hop lyrics. Through direct encounters with literature, students examine humanity's relationship to the natural world, each other, and our place in the universe. A special emphasis is placed on critical response to texts. Students learn to analyze texts and authors within a greater historical, aesthetic and social context. Students engage in the larger discussion of ideas through writing and literature, and will also engage in University-level writing, including research papers, college essays, and a variety of academic expression. The goal is to train students to be clear, concise, thoughtful persons who are able to understand others and make themselves understood.

**Prerequisite:** Successful completion of English 11.

### **Creative Writing 1**

In this course you will learn, practice, and apply creative writing skills in a variety of genres including poetry, fiction, creative nonfiction, and songwriting. This class is a workshop in which you will produce and perform your own writing, as well as participate in group-discussion about the work of others. The goal of this course is not only to learn about writing, but also to be active, practicing, publishing writers.

### **Creative Writing 2**

An in-depth study of poetry, prose, songwriting, and experimental genres. This course will include substantial independent readings and projects. Students are expected to workshop weekly, attend and participate in extracurricular readings, and submit work for publication.

**Prerequisite:** Successful completion of Creative Writing 1

### **Newswriting**

News Writing will include both the study and implementation of journalistic practices. Students will work collaboratively and individually to create a bi-weekly school newspaper.

**Prerequisite:** Signed permission from an English teacher

### **Yearbook**

In this class we create two yearbooks, one for grades 6-8 and another for grades 9-12. We are responsible for photographing all events, clubs and daily activities that take place here at TSA. Creative minds and the ability to work together are imperative to the successful production of our yearbooks.

### **GSW 1110 Introduction to Academic Writing**

A CCP course. Basic expository writing; emphasis on organizing and developing coherent essays 800 words or more for a college-educated audience. Placement through pretesting. Students must complete program portfolio assessment successfully to receive a S grade. Will earn a S/No Credit.

**GSW 1120 Academic Writing**

A CCP course. This course concentrates its emphasis on analytical writing. Students must have completed either GSW 1100 or 1110 or have an approved placement score. Will earn a grade of ABC/No Credit.

## **Social Studies**

### **6th Grade Social Studies**

6th Grade Social Studies is the integrated study of the social sciences and humanities to promote effective citizenship. Students will study the Eastern Hemisphere (Africa, Asia, Australia, and Europe), its geographic features, early history, cultural development and economic change. Students study the five major world religions (Judaism, Christianity, Islam, Hinduism, and Buddhism), the four river valley civilizations (Mesopotamia, Egypt, Indus River Valley, and China), prehistoric civilizations, arranging dates in order of B.C. and A.D. as well as B.C.E. and C.E., map skills including latitude and longitude, absolute location, physical and political maps, governments (monarchy, democracy, theocracy, dictatorship). The geographic focus includes the study of contemporary regional characteristics, the movement of people, products and ideas, and cultural diversity.

### **7th Grade Early World History**

In the seventh grade, students continue their study of the ancient world with their first of four courses covering the historical sequence. This study incorporates each of the core social studies standards into the chronology of early China, Greece, Rome, and Japan. Students will also explore early West African trading kingdoms, as well as Europe through the Middle Ages and Renaissance, to the Age of Exploration. Students learn that each historic event is shaped by its geographic setting, culture of the people, economic conditions, governmental decisions, and citizen action. A connection between past and present is illuminated as students examine ways in which each historical event helped shape the world we live in today. Students also expand their command of social studies skills and methods acquired in their sixth grade Social Studies course.

**Prerequisite:** Successful completion of 6th grade Social Studies

### **8th Grade Early American History**

The historical sequence continues in the eighth grade with an in-depth study of the early years of our nation. This study incorporates each of the core social studies standards into the chronology.

After a brief review of Trans-Atlantic exploration and trade, students explore the establishment of the English Colonies, as well as the causes and outcomes of the Revolutionary War (including the creation of our Constitution). They will also observe citizenship, the development of the Republic and of the American Identity, and Expansion. Lastly, students investigate regional tensions, the Civil War, and Reconstruction.

While students are studying a particular historic event in the United States they also look at its geographic settings, economic implications, developments in government and the role of citizens.

**Prerequisite:** Successful completion of 7th grade Early World History

### **World Studies**

This class will provide students with a general introduction to world studies content from 1500 to the present by studying history, geography, government, culture, and economics. The content of the class will integrate art into the topics we cover to enrich our understanding. Overall this course will examine the past to understand our present to assist us in anticipating the future. This course will follow the model curriculum outlined in the Ohio New Learning Standards for



Modern World History.

### **American History**

This course examines the history of the United States of America from 1877 to the present. The course is designed to give students a perspective on how past events have shaped the modern world, specifically the United States. Understanding how these events came to pass and their meaning for today's citizens is the purpose of this course. The concepts of historical thinking introduced in earlier grades continue to build with students locating and analyzing primary and secondary sources from multiple perspectives to draw conclusions.

**Prerequisite:** World History

### **American Government**

The American government course is designed to familiarize students with local, state, and national governments in the United States. Emphasis will be given to the basic structure of our system, including an analysis of the Constitution, Bill of Rights and the executive, legislative and judicial branches. Importance will be placed on how these branches operate in unison through the checks and balances system. In addition to discussion on the role and powers of our government and other political systems in the world today, attempts will be made to analyze people's "control" and influence in our democracy. Development of analytical skills will be an ongoing concern in the class-especially the relation of current news events to our course materials. This is required course geared to make all students active participants in our representative democracy.

**Prerequisite:** American History

### **Senior Humanities**

This course provides an overview of the humanities, which are academic disciplines that study human culture. Throughout the school year we will use methods that are both critical and speculative with a significant historical theme to guide our studies. The humanities include ancient and modern languages, literature, philosophy, religion, and visual and performing arts such as music and theatre. To this end, we will focus on the development of human culture, and examine various cultures in order to understand: 1) The Beginnings of Civilization, 2) How Social Values Influence Societal Norms, 3) How the Visual and Performing Arts of then impact us today, and 4) How you can use newly gained knowledge on the humanities in your daily life, to understand where we came from and where we might be going.

This humanities course will serve as a capstone of historical research and study at TSA, in preparation for the workforce or college. It will be challenging and will require you to respect various cultures, their beliefs, and the beliefs and opinions of your fellow classmates and instructor.

By successfully completing this course, students will be able to better understand the development of human civilizations from around the world and their impact on society today. Students will be able to compare advancements made by each society and note any connections between the societies and our society.

**Prerequisite:** Successful completion of World History, American History, American Government

### **Modern America**

A CCP survey course of American history from Reconstruction to the present. We will focus on the political, social, and cultural history of the United States since the Civil War, covering many of the familiar events and people of American history: Reconstruction, the Industrial Age,

immigration, the Great Depression, World War I and II. But we will also discuss topics that encourage the student to think about history in refreshing and useful ways: the ability of immigrants to creatively adapt to their new homeland; the unique ways in which religion invigorated and guided American societies; the prevalence of war and conflict; the role of technological advances; and the role of historians in shaping American history.

Pretesting is required to enroll in CCP courses.

# Mathematics

## 6th Grade Math

6th grade math includes the following:

- 1 Ratios and Proportional Relationships: Understand ratio concepts and use ratio reasoning to solve problems.
- 2 The Number System: Apply and extend previous understandings of multiplication and division to divide fractions by fractions. Compute fluently with multi-digit numbers and find common factors and multiples. Apply and extend previous understandings of numbers to the system of rational numbers.
- 3 Expressions and Equations: Apply and extend previous understandings of arithmetic to algebraic expressions. Reason about and solve one-variable equations and inequalities. Represent and analyze quantitative relationships between dependent and independent variables.
- 4 Geometry: Solve real-world and mathematical problems involving area, surface area, and volume.
- 5 Statistics and Probability: Develop understanding of statistical variability. Summarize and describe distributions.

Prerequisite: Successful completion of 5th grade math curriculum.

## 7th Grade Integrated Mathematics (1)

7th Grade Integrated Mathematics focuses on the use of proportional reasoning and integers in order to conceptually understand the basic Algebra and Geometry skills students will be exposed to in 8th grade. The areas of focus in this course are: expressions and equations, basics of the number system, functions, geometry and statistics/probability. Students successful in this course will be recommended for 8th Grade Integrated Mathematics the following year.

Prerequisite: Successful completion of 6th Grade Math

## 8th Grade Integrated Mathematics (2)

8th grade integrated mathematics is a course designed to follow the common core curriculum and incorporate the introduction of Algebra 1 and Geometry concepts. Success in this course will allow students to be ready to take Algebra 1 during their freshman year of high school.

Prerequisite: Successful completion of 7th Grade Integrated Mathematics

## Algebra I

Students will develop formal algebraic skills and concepts necessary to succeed in advanced courses. This includes calculations within the real number system and solving complex algebra problems with applications in fields other than mathematics. Students will study linear equations, systems of equations, inequalities, exponential equations, and quadratic equations and their graphical representations and relationships in this course. They will work with exponents, functions, rational expressions, ratios, and proportions. They will learn to think critically and strategically to solve problems that can be applied to real situations.

Prerequisite: Students need to pass their 8th grade mathematics course (pre-algebra) or an equivalent to begin Algebra 1.

## Algebra II

Algebra II is a one---year course and requires a grade of "D" or higher to graduate high school in

the state of Ohio. Algebra 2 provides a review and extension of the concepts taught in Algebra 1. Topics covered will include linear relations and functions, quadratic, polynomial, and radical functions and relations, advanced function and relations, discrete mathematics, and trigonometry.

**Prerequisite:** Successful completion of Algebra I and Geometry

### **Geometry**

A continuation of Algebra I, students will explore basic trigonometry, triangle congruence and similarity, circles and quadrilaterals, reasoning and proof, and modeling with geometry. Students will also learn basic probability and odds. Students will move from thinking solely algebraically to using spatial reasoning to think geometrically. Language, communication, and reasoning (justification and proof) will be used to problem solve.

**Prerequisite:** Successful completion of Algebra 1

### **Pre-Calculus**

Pre-calculus is a continuation of topics covered in Algebra 2, including trigonometry, polynomials, functions and their inverses, equations, and complex numbers. New topics include conic sections and polar graphs, matrices, and statistics. The course concludes with an introduction to calculus through sequences, limits, and derivatives.

**Prerequisite:** Must receive a grade of a C or higher in Algebra 2

### **Calculus**

This course provides a study of differential and integral calculus with the emphasis on problem solving and deductive development of the concepts used. A graphing calculator is required.

**Prerequisite:** Must receive a grade of a C or higher in Pre-Calculus

### **Math Applications**

Math Applications is a one--year course and requires a grade of a "D" or higher. College Algebra provides a review and extension of the concepts taught in Algebra II. Topics covered will include a review of basic concepts and skills, equations and inequalities, relations, functions and graphs, polynomial and rational functions, exponential and logarithmic functions, systems of equations and inequalities, matrices and matrix applications, analytic Geometry and the conic sections, and additional topics in algebra.

**Prerequisite:** Successful completion of Algebra I, Geometry, and Algebra

## **Health**

### **Health**

The course emphasis is aimed at moving students towards “health literacy”. “Health literacy” is the capacity of individuals to obtain, interpret, and understand basic health information and the competence to use information which promotes healthy choices and behavior. Course topics will include: Mental, Emotional, and Social Health, Communication and Peer Relationships, Reproduction (Growth & Development, STDs, HIV & AIDS), Tobacco, Alcohol, Illegal Drugs, Physical Fitness, Nutrition, First Aid & Safety.

## Spanish

### Spanish I

Spanish I is an introduction to Spanish language and culture and provides students with an opportunity to gain access to one of the fastest growing and diverse cultures in the world today. Students will begin their journeys in second language acquisition not only by learning the Spanish language, but by studying the many treasures of Spanish---speaking cultures including music, art, food, history, and pop culture.

Students in Spanish 1 will develop introductory proficiency in the Spanish language by participating in interactive and communicative classroom activities that focus on building and developing skills in reading, writing, speaking, and listening in Spanish. Students will also develop cultural awareness and the ability to successfully participate in real life situations and scenarios likely to occur outside of the classroom environment through their learning and exposure to cultural customs and practices.

### Spanish II

Spanish II students will build on content knowledge gained during the Spanish I course. Students will improve skills in reading, writing, listening, speaking, understanding and interpreting the language and culture. Students will review and enhance vocabulary, formulate creative sentences, construct elaborate responses and write descriptive essays, short stories and summaries. Students will be expected to speak using complete sentences, engage in common discourse and display subject knowledge through a variety of activities including but not limited; to skits, role plays, translations, projects, and educational games. This course will prepare students for Spanish III as well as help them communicate with native speakers. There will be an emphasis on the Caribbean and North American Spanish speaking countries. Students will research various traditions and arts of Spanish speaking countries (will possible change each year) and will be introduced to various dialects. Grammar concepts include the present tense, irregular verbs, review of the reflexive, ser/estar, imperfect and simple future tenses of verbs. Vocabulary will include but is not limited to: expansion of weather, emotions, adjectives/personality, clothing, shopping, community, professions, directions, technology terms.

**Prerequisite:** Successful completion of Spanish 1

### Spanish III

Spanish III students will build on content knowledge gained during the Spanish II course. Students will enhance skills in reading, writing, listening, speaking, understanding and interpreting the Spanish language while gaining a broad understanding of Hispanic culture. Students will explore the culture and literature with an emphasis on the "Americas". Students will begin journal writing about a variety of topics including common Spanish idioms, personal experiences, future plans, and likes/dislikes. Students will also be required to summarize articles and research current events impacting the Spanish Speaking World. Throughout the course an emphasis will be placed on the 5 C's of Foreign Language; Communication, Culture, Connection, Community and Comparisons. Students will engage in situational conversation preparing them for real life situations. Grammar topics will include but are not limited to, present tense irregular, past tense (imperfect and preterite), future, and conditional uses of verbs, as well as an introduction of the subjunctive mood, mastery of ser/estar. Students are expected to achieve mastery in prepositions (por/para, de, en, a, etc), indirect and direct object pronouns and definite articles. Students will be able to describe past events, future events and react in

hypothetical situations.

**Prerequisite:** Successfully complete Spanish 2, with at least an 83% in Spanish 2 OR earning an 83% on an entrance exam. Instructor permission also required.

#### **Spanish IV**

Spanish IV students will build on content knowledge gained during Spanish III. Students will enhance skills in reading, writing, listening, speaking, understanding and interpreting the Spanish language while gaining a broad understanding of Spain and Latin America. Students will explore the culture, history and literature of Spanish speaking countries. Students will write journals and papers about a variety of topics including common Spanish idioms, personal experiences, future plans, hopes/desires and likes/dislikes. Students will also be required to summarize articles and research current events impacting the Spanish Speaking World. Students will engage in situational conversation preparing them for real life situations. Grammar topics will include but are not limited to; an in-depth knowledge of the gender of Spanish words, mastery of *ser/estar*, *por* and *para*, learn the differentiation between commonly mistaken words and verbs, mastery of the past tenses (imperfect and preterite), future, and conditional uses of verbs, past participles and the subjunctive mood. Students are expected to achieve mastery in prepositions, indirect and direct object pronouns and verb tenses. Students will read and interpret famous short stories, folk tales, songs and poems. They will learn about the different literary movements in Latin America, research various Hispanic artists, and discuss/research other topics such as: social movements, immigration and history. Students will write two research papers (one each semester) and present information about a chosen Spanish speaking country at the end of the year.

**Prerequisite:** Successfully complete Spanish 3 with a B- average. Students will also be asked to take an entrance exam if their grade is not high enough.

# Performing & Visual Arts Courses

## Career Technology and Business

### *Performing Arts*

#### **Business of Arts & Communications**

There is a wide array of professions in industries related to arts and communications, and skills related to the business of the arts translate into many fields of business. From event management to tracking expenses, students learn the business side of visual, media and performing arts. Topics include marketing, branding, producing, promoting, booking, budgeting and merchandising, etc. Students learn and apply intellectual property rights, licensing, copyright, royalties, liabilities and contractual agreements. They learn how both profit and non-profit organizations businesses operate, and explore career options in and outside of the arts.

#### **Career & Cultures – Performing Arts**

In this career exploration course, students examine how music, dance and theatre disciplines connect to create a production. They compare and contrast different genre, social contexts and cultural aspects of dance, music and theatre throughout history. They learn the role of stagecraft and technical production, including new and emerging technology.

#### **Advance Modern**

Continuing with techniques and influences of various modern dancers, this class provides advanced training including: Technique, Progressions, Partnering/Acro, Choreography, Apparatus work- Chairs, Boxes etc

**Prerequisite:** Prior training in Modern and Ballet or Intermediate Modern. An audition is also required.

#### **Advanced Stage**

This course is offered to the most advanced dance students in the styles of jazz, contemporary, musical theater and choreography. These students dance for two hours a day, and perform in many productions throughout the year. Very dance intense class with warm-ups and technique- high level of dedication required. Must audition and be approved by teacher to enroll.

**Prerequisite:** Intermediate Stage. Must be a versatile dancer in the styles of jazz and contemporary. An audition is also required.

#### **Studio Winds**

This ensemble class develops playing proficiency and includes several performance opportunities for high school level wind players. Band students will learn professional skills needed as woodwind and brass performers in concert band, studio/symphony orchestra, jazz/pop combo, small ensembles, and as soloists. Students are encouraged to continue performing as college or professional players. Public performance is a major requirement of the course.

#### **String Orchestra**

This ensemble class develops playing proficiency and includes several performance opportunities for high school level string players. String Orchestra students will learn



professional skills needed as string performers in a string orchestra, studio/symphony orchestra, jazz/pop combo, small ensembles, and as soloists. Students are encouraged to continue performing as college or professional level players. Public performance is a major requirement of the course.

**Prerequisite: Audition required.**

Fees: Travel and event fees apply as warranted

### **Advanced Percussion**

The scope of this course is large. While in Advanced Percussion you will study all of the techniques that are commonly utilized as a professional percussionist. In addition to daily rehearsals, you will also be responsible for a weekly private lesson during which you will study solo techniques and dedicate private time to some of the more challenging passages in your current ensemble literature.

**Prerequisite: Audition required**

### **Advanced Percussion Ethnic**

In this course, we will study and perform percussion music that is not rooted in western culture. It is my intent that student that take this class not only understand how to play non-western percussion instruments, but that they also understand the roles of ethnic percussion in western musical environment. In this class, there will be heavy emphasis on steel drum performance, but we will also perform and discuss other areas of non-western percussion.

**Prerequisite: Audition Required**

### **Intermediate Jazz Combo**

Intermediate Jazz Combo is for advanced players who are new to Jazz. Subjects covered are Improvisation, accompanying in the various Jazz styles, music theory (required for improvisation), history of jazz.

The group plays a minimum of three concerts with the Advanced Jazz Combo. Outreach performances are also possible depending on achievement level and availability.

**Prerequisite: Advanced Guitar or by audition.**

### **Advanced Jazz Combo**

Advanced Jazz Combo develops the skills to perform on the professional level. Music theory, advanced improvisation, accompaniment, and the practical skills needed to perform for the public are covered and mastered. Jazz repertoire is also built. There are a minimum of three concerts with the Intermediate Jazz Combo. In addition, there are many outreach performances outside of school for the public. Most of our Advanced Jazz students are able to play professionally!

**Prerequisite: Intermediate Jazz Combo or by audition**

### **Advanced Guitar**

Advanced Guitar moves into more complex songs, multi-part guitar ensembles, and more advanced improvisation. Successful players can move to the Jazz and Pop Combos in the Commercial Music Program or repeat Advanced Guitar. The music and skills covered in the class enable new material even if taken multiple times!

The Guitar Classes Concerts will feature the class and also a Jazz Guitar Ensemble if the students audition successfully!

**Prerequisite: Intermediate Guitar or Audition**

### **Intermediate Acting**

This course builds on the basic Theatre foundation with emphasis on character development, audition preparation, building a repertoire of appropriate material, text analysis and play reading. **Advanced Acting:** The culminating course for TSA acting students, the course includes performing and directing projects and the presentation of a comprehensive portfolio.

**Prerequisite:** Successful completion of Theatre Arts 2

### **Advanced Acting**

Advanced Acting is the culminating course for TSA acting students. The course includes performing and directing projects, the opportunity to visit New York City, and the presentation of a comprehensive portfolio that is both digital and physical. Students looking to receive a theatre certificate will complete a senior project that consists of 15 minutes of their own work, performed in front of an audience.

**Prerequisite:** Successful completion of Intermediate Acting

### **Musical Theatre**

Students will work on solo performances, duets and a staged-reading of a musical as well as studying musical theatre history across many decades, genres and significant composers and lyricists.

**Prerequisite:** Successful completion of Theatre Arts 2

### **Production Technology**

A class for students interested in the technical and backstage world. Students will be provided with a basic knowledge of many technical theatre elements in a hands-on approach.

### **Theatrical Design**

This course introduces advanced theatre students to design within theatrical and commercial productions. The students explore the facets of scenic, lighting, and sound design.

**Prerequisite:** Successful completion of Production Technology

### **Costume Technology**

Costume Tech introduces the student to hand sewing, machine sewing, serging, basic costume design, renderings, and other costumer's possibilities. Students will complete at least four projects over the course of the year. Some time will be dedicated to working on TSA productions as needed. *Being on a tech crew is strongly suggested as part of the course. If not possible, alternate assignments will be completed.*

### **Video Production**

The goal of this course is to prepare students for a collegiate level film studies and production course. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and cinematic expression by means of discussions, essays/reviews and the creation of various kinds of videos.

Due to minimal equipment/software, class size is limited.

## ***Visual Design and Imaging***

### **Graphic Design 1**

This is a broad spectrum course that will teach software and hardware use through a variety of projects. Students will gain exposure to Adobe Design software, print and scanning hardware, and technical processes used in the design industry. Beginning students will be spending the first year learning Illustrator, Photoshop, and InDesign. They will be applying their creativity to build conceptual development skills. General topics explored will include graphic print design, typography, and the use of digital photography, scanners and printers. Students will be working on projects that enhance their knowledge of typography, composition, components and conceptual processes which will include logo design, packaging design, poster design and a variety of projects that will enhance the creation of these products.

**Prerequisite:** Either successful completion of Foundations or 3 years of visual art electives in grades 6-8.

### **Graphic Design 2**

Building on their Design 1 experience, students will gain greater exposure to the use of software, hardware, and technical processes used in the design industry as well as working with clients while applying their creativity and building conceptual development skills. General topics explored will include graphic print design and typography along with the use of digital photography, scanners and printers. Students will be working on projects that enhance their knowledge of typography, composition, components and conceptual processes. Intermediate students will be working with clients from the school and perhaps from outside the school. This process will be invaluable as they get to interact with clients in a Design Studio Experience.

**Prerequisite:** Successful Completion of Graphic Design 1.

### **Graphic Design 3**

Building on their Design 2 experience, students will gain exposure to a variety of design problems and experience more client interaction while applying their creativity and building conceptual development skills. General topics explored will include graphic print design and typography. They will also be working on designing for different printing processes like silkscreen as well as some printing. Advanced students will be working with clients from the Toledo area and the school. This process will be invaluable as they get to interact with clients in a Design Studio Experience.

**Prerequisite:** Successful completion of Graphic Design 2

### **Career & Cultures – Visual Arts**

Visual design takes the form of charts, drawings, boxes and more. In this first course for the Visual Design and Imaging pathway, students gain a perspective of symbols, typography and product output. They acquire basic knowledge of today's role of graphics in communication industries. Focusing on the consumer, students analyze products and create their own designs for critique. They learn how safety, deadlines, teamwork and ethics relate to the work, and explore the various careers associated with the visual arts.

### **Video Production**

The goal of this course is to prepare students for a collegiate level film studies and production course. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and

cinematic expression by means of discussions, essays/reviews and the creation of various kinds of videos.

Due to minimal equipment/software, class size is limited.

## **Media Arts**

### **Video Production**

The goal of this course is to prepare students for a collegiate level film studies and production course. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and cinematic expression by means of discussions, essays/reviews and the creation of various kinds of videos.

Due to minimal equipment/software, class size is limited.

### **Video Production 2**

This course will further prepare students for a collegiate level film studies and production course, and for employment in the video production field. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and cinematic expression by means of discussions, essays/reviews and the creation of various kinds of videos. Work with community clients may be included. Class size is limited.

**Prerequisite:** Video Production

### **Video Production 3 (Motion Graphics Subject Code: 340125)**

From script to storyboard and special effects, students develop products focused on a central theme and purpose. Using commercial and open-source digital animation software, they create an illusion of motion that extends beyond traditional frame-by-frame footage. They learn skills and techniques involving music, animation, text, voice, photos and videos. Products are adjusted for access through computers, mobile devices, game consoles, projectors, radio and TV.

**Prerequisite:** Video Production 2

### **Career & Cultures – Media Arts**

Visual design takes the form of charts, drawings, boxes and more. In this first course for the Visual Design and Imaging pathway, students gain a perspective of symbols, typography and product output. They acquire basic knowledge of today's role of graphics in communication industries. Focusing on the consumer, students analyze products and create their own designs for critique. They learn how safety, deadlines, teamwork and ethics relate to the work, and explore the various careers associated with the visual arts.

### **Graphic Design 1**

This is a broad spectrum course that will teach software and hardware use through a variety of projects. Students will gain exposure to Adobe Design software, print and scanning hardware, and technical processes used in the design industry. Beginning students will be spending the first year learning Illustrator, Photoshop, and InDesign. They will be applying their creativity to build conceptual development skills. General topics explored will include graphic print design, typography, and the use of digital photography, scanners and printers. Students will be working

on projects that enhance their knowledge of typography, composition, components and conceptual processes which will include logo design, packaging design, poster design and a variety of projects that will enhance the creation of these products.

**Prerequisite:** Either successful completion of Foundations or 3 years of visual art electives in grades 6-8.

## Dance

### Introduction to Dance 6

Introduction to Dance 6th Grade is focused on the beginning of all dance styles such as ballet, modern, contemporary, jazz, hip hop, tap, african, and salsa. Each student will learn the background and history of each style along with gaining the knowledge of the basic steps and movement to each style.

### Introduction to Dance 7

Introduction to Dance 7th Grade is focused on an overview of all dance styles such as ballet, modern, contemporary, jazz, hip hop, tap, African, and salsa. Each student will learn the background and history of each style along with gaining the knowledge of the intermediate to advanced steps and movement to each style. Students will also start focusing and analyzing their own choreography.

### Beginning Ballet

Introduction to proper etiquette, technique and history of ballet. Students will learn basic adagio and allegro combinations. Students will learn basic turns and leaps. Students will have an opportunity to learn and perform choreography.

Fees: Students must provide leotard, tights and ballet slippers.

### Intermediate Ballet

This class builds on the technique and history of beginning ballet. Students will learn longer and more difficult combinations. Students will be introduced to higher level turns and leaps.

Students will create and perform their own ballet choreography.

**Prerequisite: Students need to have knowledge and have taken ballet prior to taking this class. An audition is also required.**

Fees: Students must provide leotard, tights and ballet slippers.

### Advanced Ballet

This class builds on the knowledge and skills they have learned in intermediate ballet. Students will be ask to create a lesson plan and teach a beginning ballet class. Students will develop on their skill levels by mastering turns, leaps and longer combinations. Students will start creating solos and group pieces and verbally express what is the meaning of the dance.

**Prerequisite: Intermediate Ballet, or equivalent knowledge and skills. An audition is also required.**

Fees: Students must provide leotard, tights and ballet slippers

### Beginning Ethnic

Includes dance study concentrating on non-European styles, including West African, Javanese and contemporary Indian amongst others, with some cultural studies. Focus on Technique, Progressions, West African Dances, History, Acro-Partnering, Performance, Choreography

### Intermediate Ethnic

Continued study of Ethnic styles, with influences of Yoga, Acro-Partnering, Performance, Choreography. The Afro-Caribbean Ensemble pairs with the Ethnic drumming class for Summer and School-Year Outreach Programs.

**Prerequisite: Beginning Ethnic or prior training. An audition is also required.**

### **Advanced Ethnic**

Continued study of Ethnic styles, with influences of Yoga, Acro-Partnering, Performance, Choreography. The Afro-Caribbean Ensemble pairs with the Ethnic drumming class for Summer and School-Year Outreach Programs.

**Prerequisite:** Intermediate Ethnic or prior training. An audition is also required.

### **Beginning Hip Hop**

Beginning Hip Hop is focused on the beginning history of the style. It covers the importance of Hip Hop along with the best technical beginning skills that the style endures. At the end of the semester, students will understand the true meaning of hip hop, be able to compare and contrast the style from now and then, and excel in beginning movement for them to move on to the intermediate/advanced level technically.

### **Intermediate Hip Hop**

Intermediate Hip Hop focuses on the history and today's world of hip hop. The students will understand the differences between the two centuries along with the education of difficult movement within the style. Students will learn and study all advanced movement of Hip Hop along with practicing their own choreography within the subject.

**Prerequisite:** Beginning Hip Hop or prior training. An audition is also required.

### **Advanced Hip Hop**

Advanced Hip Hop dancing and choreography, including strength training, flexibility and endurance. The cultural impact of hip hop, and influential artists is also studied. For students who have successfully completed Intermediate Hip Hop.

**Prerequisite:** Intermediate Hip Hop or prior training. An audition is also required.

### **Beginning Modern**

Students will learn basic movement based on several modern dance styles. Students will work on flexibility, strength and expression of movement. Students will begin working on improvisation through dance with verbal cues. Students will learn and perform modern dances.  
Fees: Students need to provide black pants and white t-shirt.

### **Intermediate Modern**

Students will continue working and building on the skills that they have learned in beginning modern. Students will start lifting and bearing weight with a partner. Student will start creating their own dances based on time, space and energy. Students will learn and perform modern dances.

**Prerequisite:** Students must be knowledgeable and perform skills taught in Beginning Modern. An audition is also required.

Fees: Students need to provide black pants and white t shirt.

### **Advance Modern**

Continuing with techniques and influences of various modern dancers, this class provides advanced training including: Technique, Progressions, Partnering/Acro, Choreography, Apparatus work- Chairs, Boxes etc

**Prerequisite:** Prior training in Modern and Ballet or Intermediate Modern. An audition is also required.



### **Beginning Stage**

A beginning level dance course that focuses mainly on jazz and tap technique, but also covers musical theater and contemporary. Open to anyone interested in dance!

### **Intermediate Stage 1**

Intermediate stage 1 covers the dance styles of jazz, contemporary, musical theater and tap. Open to all grade levels, but must audition with teacher before enrolling.

Prerequisite: Intermediate level of jazz technique

### **Intermediate Stage 2**

Intermediate stage 2 is the third level of stage dance classes that cover the styles of jazz, contemporary, musical theater and tap. High level of technique is expected and must audition with the teacher before enrolling in class.

Prerequisite: High intermediate level of jazz technique. An audition is also required.

### **Advanced Stage**

This course is offered to the most advanced dance students in the styles of jazz, contemporary, musical theater and choreography. These students dance for two hours a day, and perform in many productions throughout the year. Very dance intense class with warm-ups and technique-high level of dedication required. Must audition and be approved by teacher to enroll.

Prerequisite: Intermediate Stage. Must be a versatile dancer in the styles of jazz and contemporary. An audition is also required.

### **Dance Conditioning**

Dance conditioning is focused on the work ethic of one individual on a physical level. This class focuses on one's physical ability and health. Students will exercise doing various workouts along with learning how to write workout and nutritional plans. At the end of the course, students will have a strong stamina, core, understanding of food groups, and the knowledge of all bones and muscles in the body.

### **Yoga**

A course designed for the practice of yoga, with flexibility and strength building activities. Suitable for both the dancer and those seeking physical education credit. Technique/Practice Asanas, History/ Health- research and lecture, Acro-Partnering, Choreography- Minimal with minimal performance responsibilities.

### **Martial Arts**

Toledo School for the Arts Seiwa Kai Goju Ryu Karatedo

芸術のためのトレド学校 誠和会剛柔流空手道

Karatedo at TSA is taught as a traditional Japanese martial art. Students will be studying Goju Ryu (Hard Soft Style) which is one of several traditional Okinawan/Japanese styles practiced around the world. Students participate in all of the following activities: Conditioning (Junbiundo, 準備運動), Basic Techniques (Kihon, 基本), Art (Kata, 型), Self-Defense (Bunkai, 分解) and Sport (Jiyu Kumite, 組手).

### **Advanced Martial Arts**

For students who have completed at least on year of Martial Arts study, an additional course to



further develop their skills.

Prerequisite: Martial Arts, instructor permission.

## Music

### Music 6

Music 6 is a beginning level course that provides a broad overview of the fundamentals of listening to, reading, and writing music. Students will study the most basic elements that comprise the music we hear every day. This class also provides a “performance lab” experience where the students are offered the opportunity to play and experience first hand the rehearsal and performance techniques that musicians experience when making music.

### Music 6 (Piano Section)

This introductory music course will set a foundation in music theory and piano performance. Student do not need prior music experience or instruction, but those who do have the opportunity to work at their own level. The course is project-based, allowing students to work individually to acquire a working knowledge of music reading/ notation, piano performance skills, and a glimpse into the music industry.

### Music 7

Music 7 is a beginning level course that focuses on learning fundamentals of music through piano instruction. Students will receive one semester of music instruction, ensuring that each student will read written music, play hands together melodies, identify intervals, play major scales, and demonstrate melody, rhythm, harmony, and form. Students will also study music history and listening skills.

### Beginning Band

This ensemble class develops playing proficiency and includes several performance opportunities for beginning-to-junior high level wind players. Students will learn professional skills need as woodwind and brass performers in concert band, full orchestra, small ensembles, and as soloists. Students are encouraged to continue performing as junior high-to-high school level players. Public performance is a major requirement of the course.

Fees: Travel and event fees apply as warranted

### Intermediate Band

This ensemble class develops playing proficiency and includes several performance opportunities for junior high level wind players. Students will learn the professional skills needed as woodwind and brass players in concert band, full orchestra, small ensembles, and as soloists. Students are encouraged to continue performing as high school level players. Public performance is a major requirement of the course.

Prerequisite: Audition required.

Fees: Travel and event fees apply as warranted

### Studio Winds

This ensemble class develops playing proficiency and includes several performance opportunities for high school level wind players. Band students will learn professional skills needed as woodwind and brass performers in concert band, studio/symphony orchestra, jazz/pop combo, small ensembles, and as soloists. Students are encouraged to continue performing as college or professional players. Public performance is a major requirement of the course.

Prerequisite: Audition Required

Fees: Travel and event fees apply as warranted

### **Junior Chorus**

This beginning level course focuses on learning fundamentals of music and vocal technique through group instruction using choral literature. Students receive instruction on proper posture, breathing and breath support, and voice placement (chest and head voice). Students will identify the parts of written music: treble and bass clef, time signature, note names, intervals, and signs and symbols. Solfege is used for sight reading and audiation. Assignments investigate the history and composers of choral music. Students will demonstrate and identify the four main elements of music: melody, rhythm, harmony, and form. The group will perform regularly, enabling the students to apply the basic principles of performance etiquette: dress, professionalism, focus and preparation.

**Prerequisite: Audition Required**

### **Intermediate/Advanced Chorus**

Chorus is offered as a two level course at the intermediate and advanced levels, focused on vocal technique, music fundamentals, choral repertoire, and performance. Students receive instruction on proper posture, breathing and breath support, voice placement, tone, and intonation. Repertoire addresses music history and composers of choral music. All chorus members will perform regularly, enabling the students to apply the basic principles of performance etiquette: dress, professionalism, focus, preparation, and audience sensitivity. The intermediate level focuses on music reading skills and solfege as a tool for sight reading and audiation.

**Prerequisite: Audition required. Advanced also requires music reading and sight-singing exam at audition.**

### **Beginning Orchestra**

This is an entry level class for students in any grade, with no experience, or limited experience on violin, viola, cello or bass. This class covers Essential Elements Books 1 and 2 in their entirety. Students learn to play individually as well as being part of an ensemble. Skills covered include: one and two octave scales in open string keys, rhythms in combinations of quarter, eighth and sixteenth notes, various bowing styles and centering pitch. *Many students take Beginning Orchestra for two years in order to be prepared for Intermediate Orchestra.*

Fees: Methods Book \$16

### **Intermediate Orchestra**

This is a class for the developing string player who already has several years of string playing experience on violin, viola, cello or bass. This class covers Essential Technique for Strings in its entirety. Students will continue to develop their individual technique, especially two-octave scales, shifting to upper positions and vibrato. Students will also learn to play as members of small ensembles, such as string quartets as well as perform as a string orchestra and full orchestra in combination with the Intermediate Band class. Most students take Intermediate Orchestra for multiple years in order to be prepared for the advanced String Orchestra.

**Prerequisite: Audition required.**

Fees: Method Book \$8

### **String Orchestra**

This ensemble class develops playing proficiency and includes several performance

opportunities for high school level string players. String Orchestra students will learn professional skills needed as string performers in a string orchestra, studio/symphony orchestra, jazz/pop combo, small ensembles, and as soloists. Students are encouraged to continue performing as college or professional level players. Public performance is a major requirement of the course.

**Prerequisite:** Audition required.

**Fees:** Travel and event fees apply as warranted

### **Chamber Music**

A performance class for advanced students in strings, winds or piano, that incorporates repertoire and practice for multiple performances throughout the year. Study includes standard repertoire for many musical settings, string quartet literature, and mixed chamber ensemble pieces. Students must enroll concurrently in String Orchestra, Studio Winds, or Piano, as appropriate.

**Prerequisite:** by audition or instructor permission only

### **Beginning Guitar**

Beginning Guitar is for anyone who would like basic guitar instruction in a class format. Basic note reading and chordal accompaniment are covered during the year. Practical guitar skills like changing strings and tuning plus basic guitar maintenance are also covered. A minimum of two guitar class concerts are scheduled for each year so everyone gets a chance to perform!

**Prerequisite:** None. Music VI completion would be helpful.

### **Intermediate Guitar**

Intermediate Guitar continues where Beginning Guitar left off. After a review, Barre Chords are introduced and used in songs. More complex melody reading is also added. Scales in upper positions are also learned throughout the year. Some improvisation is then learned after the scales are in your skill set.

A minimum of two concerts with the guitar classes happen each year. Everyone gets to perform, singing and band playing also is available.

**Prerequisite:** Beginning Guitar or Audition

### **Advanced Guitar**

Advanced Guitar moves into more complex songs, multi-part guitar ensembles, and more advanced improvisation. Successful players can move to the Jazz and Pop Combos in the Commercial Music Program or repeat Advanced Guitar. The music and skills covered in the class enable new material even if taken multiple times! The Guitar Classes Concerts will feature the class and also a Jazz Guitar Ensemble if the students audition successfully!

**Prerequisite:** Intermediate Guitar or Audition

### **Intermediate Jazz Combo**

Intermediate Jazz Combo is for advanced players who are new to Jazz. Subjects covered are Improvisation, accompanying in the various Jazz styles, music theory (required for improvisation), history of jazz. The group plays a minimum of three concerts with the Advanced Jazz Combo. Outreach performances are also possible depending on achievement level and availability.

**Prerequisite:** Advanced Guitar or by audition.

### **Advanced Jazz Combo**

Advanced Jazz Combo develops the skills to perform on the professional level. Music theory, advanced improvisation, accompaniment, and the practical skills needed to perform for the public are covered and mastered. Jazz repertoire is also built. There are a minimum of three concerts with the Intermediate Jazz Combo. In addition, there are many outreach performances outside of school for the public. Most of our Advanced Jazz students are able to play professionally!

**Prerequisite:** Intermediate Jazz Combo or by audition

### **Beginning Percussion**

The purpose of beginning percussion is to introduce the basic techniques needed to play both pitched and non-pitched percussion. Emphasis will be placed on rudiment mastery and sight-reading on mallet (bells) instruments. Aside from daily lessons, students enrolled in beginning percussion will also participate in rehearsing and performing percussion ensemble music.

### **Intermediate Percussion**

The purpose of intermediate percussion is to continue to introduce and practice the techniques needed to play both pitched and non-pitched percussion. Emphasis will be placed on rudiment mastery and sight-reading on mallet (bells) instruments. Aside from daily lessons, students enrolled in beginning percussion will also participate in rehearsing and performing percussion ensemble music.

**Prerequisite:** Audition required

### **Advanced Percussion**

The scope of this course is large. While in Advanced Percussion you will study all of the techniques that are commonly utilized as a professional percussionist. In addition to daily rehearsals, you will also be responsible for a weekly private lesson during which you will study solo techniques and dedicate private time to some of the more challenging passages in your current ensemble literature.

**Prerequisite:** Audition required

### **Advanced Percussion Ethnic**

In this course, we will study and perform percussion music that is not rooted in western culture. It is my intent that student that take this class not only understand how to play non-western percussion instruments, but that they also understand the roles of ethnic percussion in western musical environment. In this class, there will be heavy emphasis on steel drum performance, but we will also perform and discuss other areas of non-western percussion.

**Prerequisite:** Audition Required

### **Drum Set**

For the drummer specifically interested in set playing, covering basic and advanced skills in rock, jazz, and other styles. Drum set is common to all forms of commercial and popular music, and the skills required are distinct from percussion and percussion ensemble playing. Students focus on playing set, and developing the multi-limb coordination required to be a good set drummer. Various styles of music which use drum set are explored.

**Prerequisite:** Instructor permission required

### **Intermediate/Advanced Piano**

This course is an extension of private piano lessons and music studies. Advanced students must

be proficient at the piano above the Intermediate level. Intermediate students should be proficient at the piano above the Music 7 level. Students will be given private and group piano instruction, music history lessons, music theory lessons, arts integration opportunities, and performance opportunities.

**Prerequisite:** Students must be at or above the Early Intermediate level of piano playing.

### **Piano Seminar**

Piano Seminar is a course provided to students preparing for college and careers in music. The focus of the course is on piano proficiency. Students also receive necessary instruction in the subjects of music theory and history, and develop life-long music appreciation and evaluation skills.

**Prerequisite:** Students must receive permission (signature) from the instructor to take this course. No audition is necessary, just permission.

### **Beginning Commercial Music**

This course provides students an opportunity to learn basic skills for performing in a rock and pop music ensemble. Students learn aspects of working as a group, developing good habits for rehearsal and preparation. Students learn skills needed to perform and arrange songs in various commercial music styles.

**Prerequisite:** One year's experience on guitar, keyboard drum set, and by audition

### **Music Seminar 1**

This course is designed to help students prepare for professional or collegiate level music careers by building skills in music theory, career and employment skills, and communication skills. Real-world, hands-on projects and assignments reflect the actual standards in college, the industry, and community. Students are challenged to work independently and take the initiative as would occur in the music business.

**Prerequisite:** None. Music majors only

### **Music Seminar 2**

This course is designed to help students prepare for professional or collegiate level music careers by building on skills and concepts from previous music theory study, career and employment skills, and communication skills. Real-world, hands-on projects and assignments reflect the actual standards in college, the industry, and community. Most of the subject matter will be studied in greater depth at the undergraduate level. Students are challenged to work independently take initiative as would occur in the music business.

**Prerequisite:** Successful completion of Music Seminar 1

### **Audio Recording 1 & 2**

Introduction to audio recording techniques including the principles of sound and hearing, microphone theory, audio consoles, signal flow, signal processors, studio acoustics and modern multi-track recording, mixing and mastering, the DAW (digital audio workstation) Pro Tools. Audio Recording 2 covers more advanced audio recording techniques including the principles of sound and hearing, microphone theory, audio consoles, signal flow, signal processors, studio acoustics and modern multi-track recording, mixing and mastering utilizing Pro Tools. Class is half lecture, half 'hands on' lab. Class uses the standard introductory college textbook, Modern Recording Techniques by David Huber (8th edition).

**Prerequisites:** None for Audio Recording 1. Audio Recording 1 required for Audio Recording 2.

*Dual enrollment at Owens Community College class, 3 college credit hours, Owens Community College MUS 180 (free of charge). Limited enrollment.*

### **Music Technology 1 & 2**

Basic audio signal flow, MIDI(Music Instrument Digital Interface) principles and techniques, the virtual studio concept, computer-based sequencing and notation software and operation of modern keyboard equipment. Further development of concepts and skills introduced in MIDI Technology I. Advanced sequencing and editing techniques, synchronization, digital audio recording, music notation and MIDI studio organization. Throughout the class, students make music beats and compositions utilizing Propellerhead's cross-platform Reason program.

**Prerequisites:** None for Music Technology 1. Music Technology 1 required for Music Technology 2.

*Dual enrollment at Owens Community College class, 3 college credit hours, Owens Community College MUS 175 (free of charge). Limited enrollment.*



## Theatre

### Theatre 6

This is an introductory class required for all 6th graders with a focus on extending each student's ability to speak in public, as well as their basic understanding of theatre as an art form. Students will accomplish this task by reading plays, improvising scenes, studying various performance aspects and learning to constructively criticize staged work. The role of the actor is also explored in this class through both written work and performance. Students will explore various theatre jobs in design, technical and creative positions, as well as be introduced to basic theatre terminology and etiquette.

### Theatre 7

This is an introductory class required for all 7th graders that builds upon their knowledge from Theatre 6. Students will extend their public speaking and performance abilities by participating in theatre movement, reading plays, improvisation, as well as learning to critique performances in a constructive manner. The role of the actor is explored in their creation and performance of an original monologue. Additionally, students will further their knowledge of theatre jobs by practicing elements of makeup, sound, lighting, costume, projection and scenic design.

### Acting 1 Jr.

Designed to introduce 6th, 7th and 8th graders to the basics of acting: movement, vocalization, improvisation, ensemble work, character development, monologues, scene study, script analysis, Shakespeare, theatre styles and audition techniques.

### Acting 2 Jr.

Students in Acting 2 build on their knowledge from Acting 1. They explore writing and creating their own pieces, blocking notation, movement, vocalization, improv, script analysis, and monologue work. Students in Acting 2 also explore Shakespeare in depth as well as Commedia Dell' Arte, creating original, ensemble pieces for both genres.

**Prerequisite:** Successful completion of Acting 1

### Acting 3 Jr.

This course builds on the skills learned in Acting 1 and 2 and applies them to more performance based projects. Students will present a one act play in the Fall as well as working on a variety of self-written scene work and integration projects throughout the year.

**Prerequisite:** Successful completion of Acting 2 or teacher discretion by audition.

### Theatre Arts 1

A first step in pursuing Theatre as a major, the goal is to create an uniform cadre of students in both performing and technical theatre.

### Theatre Arts 2

Theatre Arts 2 focuses on acting outside of your comfort zone. Building on the acting fundamentals from junior high or Theatre Arts 1, students explore character development, headshots and resumes, as well as expanding their monologue repertoire. Students also study theatre history in depth and often participate in the senior high one acts.

**Prerequisite:** Acting 1-3 in junior high or Theatre Arts 1.



### **Intermediate Acting**

This course builds on the basic Theatre foundation with emphasis on character development, audition preparation, building a repertoire of appropriate material, text analysis and play reading. **Advanced Acting:** The culminating course for TSA acting students, the course includes performing and directing projects and the presentation of a comprehensive portfolio.

**Prerequisite:** Theatre Arts 2

### **Advanced Acting**

Advanced Acting is the culminating course for TSA acting students. The course includes performing and directing projects, the opportunity to visit New York City, and the presentation of a comprehensive portfolio that is both digital and physical. Students looking to receive a theatre certificate will complete a senior project that consists of 15 minutes of their own work, performed in front of an audience.

**Prerequisite:** Intermediate Acting

### **Musical Theatre**

Students will work on solo performances, duets and a staged-reading of a musical as well as studying musical theatre history across many decades, genres and significant composers and lyricists.

**Prerequisite:** Theatre Arts 2 & Senior Chorus

### **Costume Technology**

Costume Tech introduces the student to hand sewing, machine sewing, serging, basic costume design, renderings, and other costumer's possibilities. Students will complete at least four projects over the course of the year. Some time will be dedicated to working on TSA productions as needed. *Being on a tech crew is strongly suggested as part of the course. If not possible, alternate assignments will be completed.*

### **Costume Design**

Costume Design reinforces the skills of hand sewing, machine sewing, serging, costume design, renderings, and other costumer's possibilities. Students will research and demonstrate an understanding of the various fashion trends throughout the decades. Students will complete at least four projects over the course of the year. Some time will be dedicated to working on TSA productions as needed. Lab hours outside of the classroom are required and will add up to no less than nine hours per quarter.

**Prerequisite:** Costume Tech and instructor permission

### **Junior Theatre Technology**

A class for junior high students who have an interest in the technical and backstage world. The students explore a mix of both the practical and creative elements of the technical theatre.

### **Production Technology**

A class for students interested in the technical and backstage world. Students will be provided with a basic knowledge of many technical theatre elements in a hands-on approach.

### **Theatrical Design**

This course introduces advanced theatre students to design within theatrical and commercial productions. The students explore the facets of scenic, lighting, and sound design.

**Prerequisite: Successful completion of Production Technology**

### **Video Production**

The goal of this course is to prepare students for a collegiate level film studies and production course. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and cinematic expression by means of discussions, essays/reviews and the creation of various kinds of videos. Class size is limited.

### **Video Production 2**

This course will further prepare students for a collegiate level film studies and production course, and for employment in the video production field. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and cinematic expression by means of discussions, essays/reviews and the creation of various kinds of videos. Work with community clients may be included. Class size is limited.

**Prerequisite: Video Production**

### **Video Production 3 (Motion Graphics)**

From script to storyboard and special effects, students develop products focused on a central theme and purpose. Using commercial and open-source digital animation software, they create an illusion of motion that extends beyond traditional frame-by-frame footage. They learn skills and techniques involving music, animation, text, voice, photos and videos. Products are adjusted for access through computers, mobile devices, game consoles, projectors, radio and TV.

**Prerequisite: Video Production 2**

## Visual Arts

### Visual Arts 6

This class is designed to help students become better artists and better at observational drawing skills! Students are taken through the process of learning how to look at objects in a way that helps you understand how to draw more realistically. They will learn all about the right side of your brain, and discover what it means to draw with that side. On the first day student draw a self portrait without any guidance. For the final exam, they will also do a self portrait using the tools, ideas and skills learned during the semester. The difference is amazing! Contour lines, negative space, value, and shading are just a few terms students become very familiar with!

### Visual Arts 7

7th grade art will emphasize exploration, analysis, and investigation of the creative process. Students develop technical skills that empower them to communicate ideas visually, with the focus on realistic and abstract representations of their environment. Students will be introduced to elements and principles of art and create artworks using a variety of 2 and 3 dimensional media. Art students develop technical, perceptual, expressive, critical and problem-solving skills.

### Art Explorations: Around the World

Art Explorations is an art elective for junior high visual art students. This class is attended by students in grades 6th-8th. In this version of Art Explorations, students will learn about the traditional art of non-Western cultures from around the world while improving their art skills with a wide variety of mediums.

Part of a three year rotation. This course will only be available once for students during grades 6-8.

### Art Explorations: Exploring Media

Art Explorations is an art elective for junior high visual art students. This class is attended by students in grades 6th-8th. This course covers a variety of both 2- and 3-dimensional methods and materials, while introducing students to American artists of the 20th Century.

Part of a three year rotation. This course will only be available once for students during grades 6-8.

### Art Foundations

In this class students will explore the basic fundamental elements of visual images through various art media including drawing, painting, sculpture, and mixed media. There is a strong emphasis on the history and architecture of the Western Art World. Time periods and styles covered include: Jewish, Early Christian and Byzantine Art, Middle Ages, Renaissance, Baroque and Rococo, Neoclassicism, Romanticism and Realism, Art of Late 1800. Observational drawing is taught, utilized and reinforced daily. Students are expected to keep an artist journal and complete specific requirements every quarter.

### Studio 1

Studio 1 covers early 20th century European art movements through a combination of lectures and art projects incorporating a variety of mediums. Drawing skills and compositional techniques are emphasized and enhanced throughout the year-long course.

**Prerequisite: Art Foundations, or 3 years visual art electives in grades 6-8, or by instructor permission.**

### **Studio 2D**

Studio 2 develops students' two-dimensional skills and portfolios. The class focuses on advanced techniques in drawing, printmaking, and painting mediums. Emphasis is on high-level observational drawing technique as well as development of a personal style.

**Prerequisite:** Studio 1. Studio 1 and Studio 2D may NOT be taken simultaneously.

### **Studio 3D**

Studio Art 3 provides students the opportunity to work in 3-dimensional mediums to create various types of artwork. During even-numbered school years (2014-2015, 2016-2017, etc.), content is based in clay, creating both functional (pottery) and sculptural artwork. Handbuilding, potter's wheel, molding, and additive/subtractive sculpting, as well as various surface decoration techniques including glaze, underglaze, paint, carbon deposit, etc.

During odd-numbered school years (2015-2016, 2017-2018, etc.), content is based in metal and other complementary materials used to create jewelry, sculpture and other small works of art. Fabrication, casting, and carving will be forming techniques used, as well as various surface decoration techniques including enameling and surface patinas. Examination of contemporary work in the mediums by various artists is a regular part of instruction.

*NOTE: students may take the course twice (consecutive years) so as to explore the use of all 3-D materials and processes presented in the course.*

**Prerequisite:** Studio Art 1 (C- or higher), or equivalent, or by instructor permission.

### **Studio 4**

Studio Art 4 provides students with the opportunity to create a strong portfolio for submission to colleges for admission to their art program, scholarship opportunities, and non-school art education facilities that require a portfolio for participation. The class also provides assistance to the student in selecting an area of artistic focus for study in college, college selection research, and applications for scholarship funds. Students in the course are typically asked to work on TSA and community visual art projects. Photo and graphic design focus students are encouraged to enroll in Studio Art 1 and Studio Art 2 prior to participating in Studio Art 4, as the majority of work created will be in traditional 2-D media (drawing, painting). A medium not included in other studio art track courses is also studied during the year. Past mediums have included architecture, functional product design and construction, and alternative materials sculpture. Examination of contemporary work by various artists will also be undertaken throughout the course of the year.

### **Graphic Design Jr.**

During the first semester, students will be studying the Microsoft Office Suite – Microsoft Word, Microsoft Excel and Microsoft PowerPoint as well as hardware and Internet usage. During the second semester, students will explore the following software, Adobe Ideas, Illustrator, Photoshop Touch, Photoshop, and iMovie. Instruction is geared toward educating and assisting the student in computer terminology and proper use, internet safety, keyboarding, formatting of documents, spreadsheet development, computer based presentations and other basic word processing and page layout applications. Exploration of the Adobe Creative Suite software will develop software knowledge. Design terminology and process will also be explored.

### **Graphic Design 1**

This broad spectrum course will teach software and hardware use through a variety of projects. Students will gain exposure to Adobe Design software, print and scanning hardware, and technical processes used in the design industry. Beginning students spend the first year learning Illustrator, Photoshop, and InDesign, applying their creativity to build conceptual development skills. General topics explored include graphic print design, typography, and the use of digital photography, scanners and printers. Students work on projects that enhance their knowledge of typography, composition, components and conceptual processes which will include logo design, packaging design, poster design and a variety of projects that will enhance the creation of these products.

**Prerequisite:** Art Foundations, or 3 years visual art electives in grades 6-8, or by instructor permission.

### **Graphic Design 2**

Building on their Design 1 experience, students will gain greater exposure to the use of software, hardware, and technical processes used in the design industry as well as working with clients while applying their creativity and building conceptual development skills. General topics explored will include graphic print design and typography along with the use of digital photography, scanners and printers. Students will be working on projects that enhance their knowledge of typography, composition, components and conceptual processes. Intermediate students will be working with clients from the school and perhaps from outside the school. This process will be invaluable as they get to interact with clients in a Design Studio Experience.

**Prerequisite:** Successful Completion of Graphic Design 1.

### **Graphic Design 3**

Building on their Design 2 experience, students will gain exposure to a variety of design problems and experience more client interaction while applying their creativity and building conceptual development skills. General topics explored will include graphic print design and typography. They will also be working on designing for different printing processes like silkscreen as well as some printing. Advanced students will be working with clients from the Toledo area and the school. This process will be invaluable as they get to interact with clients in a Design Studio Experience.

**Prerequisite:** Successful completion of Graphic Design 2

### **Photography 1**

Photography 1 presents a curriculum that covers the fundamentals of the photographic medium. Students will explore photographic art through the almost magical use of black and white film and darkroom based printing processes. Camera operation, composition construction, and controlled lighting techniques are covered, and applicable to digital camera photography as well. Development of the student's ability to express their ideas through the art form is an objective that is also focused upon in the course. Additionally, the course explores photographic processes from earlier times, the photos and lives of notable photographers, and the effect of photography on our culture. Cameras and consumable photographic materials (film, photo paper) are provided by TSA.

### **Photography 2**

Photography 2 presents a curriculum that is aimed at increasing the student's skills in the use of the photographic medium, as well as furthering their skill development in artistic expression. Students will enhance their photographic imaging skills through the use of film and darkroom

based printing processes, and the use of digital cameras and imaging software. Shooting assignments are undertaken in the studio and at existing locations. The course focuses on image making for fine art and commercial purposes. The course also explores photographic processes from earlier times, the photos and lives of notable photographers, and the effect of photography on our culture. Film cameras and consumable photographic materials (film, photo paper) are provided by TSA. Students must have a digital camera for use in the course. Acceptable digital cameras include small amateur cameras, DSLR, iPad, and cell phones with a camera feature.

**Prerequisite:** Successful completion of Photography 1 (C- or higher), or by instructor permission.

### **Photography 3**

Photography 3 presents a curriculum that is aimed at increasing the student's skills in the use of the photographic medium, as well as furthering their skill development in artistic expression. Students will enhance their photographic imaging skills through the use of film and darkroom based printing processes, and the use of digital cameras and imaging software. Shooting assignments are undertaken in the studio and at existing locations. The course focuses on image making for fine art and commercial purposes. The course also explores photographic processes from earlier times, the photos and lives of notable photographers, and the effect of photography on our culture. Film cameras and consumable photographic materials (film, photo paper) are provided by TSA. Students must have a digital camera for use in the course. Acceptable digital cameras include small amateur cameras, DSLR, iPad, and cell phones with a camera feature.

**Prerequisite:** Successful completion of Photography 2 (C- or higher), or by instructor permission.

### **Photography 4**

Photography 4 presents a curriculum that is aimed at increasing the student's skills in the use of the digital photographic medium, as well as furthering their skill in communicating through the medium. Students will enhance their photographic imaging skills through the use of digital cameras and imaging software. Limited film and darkroom work will also be included. Shooting assignments are undertaken in the studio and on location. The course focuses on image making for commercial and fine art purposes including high-end personal and corporate portraiture, and alternative fine art imaging. Film cameras and consumable photographic materials are provided by TSA. Students must have a digital camera for use in the course. Acceptable digital cameras include small amateur cameras, DSLR, iPad, and cell phones with a camera feature. Examination of photographs created by contemporary artists will also be undertaken throughout the course of the year.

**Prerequisite:** Successful completion of Photography 3 (C- or higher), or by instructor permission.



## **CCP Science Courses**

### **BIO 101 – Life-An Intro to Biology**

The student will study integration of structure, function, and diversity among the levels of biological organization, as well as discuss and apply principles of evolution, genetics, physiology, and ecology. Included also is the nature of living systems and the process of science. This course is intended for students not majoring in Biology, and will satisfy part of the science requirement for an AA or AS General Degree.

**Prerequisites:** NONE

**Credits:** 4(Lec: 3 Lab: 3)

### **GEO 111 – Physical Geology**

A survey of the basic principles of Physical Geology. The first portion of the class examines minerals and rocks and their interaction with the environment. The second portion of class concentrates on earth processes both above and below its surface including earthquakes, volcanoes, streams and ground water flow. Students retaking this course must repeat both the lab and lecture. The laboratory portion includes appropriate field work.

**Prerequisite:** NONE

**Credits:** 4(Lec: 3 Lab: 3)

## **CCP Language Arts Courses**

### **GSW 1110 Introduction to Academic Writing**

A CCP course. Basic expository writing; emphasis on organizing and developing coherent essays 800 words or more for a college-educated audience. Placement through pretesting. Students must complete program portfolio assessment successfully to receive a S grade. Will earn a S/No Credit.

## **GSW 1120 Academic Writing**

A CCP course. This course concentrates its emphasis on analytical writing. Students must have completed either GSW 1100 or 1110 or have an approved placement score. Will earn a grade of ABC/No Credit.

## **CCP Social Studies Course**

Modern America

A CCP survey course of American history from Reconstruction to the present. We will focus on the political, social, and cultural history of the United States since the Civil War, covering many of the familiar events and people of American history: Reconstruction, the Industrial Age, immigration, the Great Depression, World War I and II. But we will also discuss topics that encourage the student to think about history in refreshing and useful ways: the ability of immigrants to creatively adapt to their new homeland; the unique ways in which religion invigorated and guided American societies; the prevalence of war and conflict; the role of technological advances; and the role of historians in shaping American history.

Pretesting is required to enroll in CCP courses.







## **School-Sponsored Publications**

The School may sponsor student publications as a means for students to learn, under adult direction, the rights and responsibilities of the public expression in a free society.

Such publications also play a vital role in the School's program by:

1. presenting students and the School to the community;
2. serving as a public relations media;
3. developing skills in communicating via the mass media; and
4. developing acceptable methods for preserving the constitutional provision of free speech.

In sponsoring a student publication, the School is mindful of the fact that it could be available to any student attending the School, and must, therefore, generally be suitable for all students.

Issues on which opposing points of view have been promulgated by responsible opinion may be introduced in a school sponsored publication provided equal opportunity is given to present each view and provided further that the material generally is acceptable to this community.

Advertising may be permitted in school newspapers, yearbooks, programs, etc. which are published by student organizations. Permission must be given by the Principal or his/her designee.

The School reserves the right to designate and prohibit the publications or productions, which are not protected by the right of free expression because they violate the rights of others. Such unprotected materials are those which:

1. are grossly prejudicial to an ethnic, religious, racial, or other delineated group;
2. libel any specific person or persons;
3. seek to establish the supremacy of a particular religious denomination, sect, or point of view over any other religious denomination, sect or point of view; and
4. advocate the use or advertise the availability of any substance or material which may reasonably be believed to:

- a. constitute a direct and substantial danger to the health of students;
- b. contain obscenity or material otherwise deemed to be harmful to impressionable students who may receive them; and
- c. incite violence, advocate the use of force or urge the violation of law or school regulations.

The School also prohibits publications and productions which:

1. Fail to identify the student or organization responsible for distribution; and
2. Solicit funds for non-school organizations or institutions when such solicitations have not been Board-Approved.

The decision as whether or not something is published or produced shall be made by the advisor with appeal to the Principal or his/her designee.

### **School-Sponsored Trips**

Students may be charged fees for School-sponsored trips but no student shall be denied participation for financial inability, nor shall nonparticipation be penalized academically.

Students on all School-sponsored trips remain under the supervision of the School and are subject to the School's administrative guidelines and policies.

The Principal has discretion in determining whether students will be allowed to participate in a School-sponsored trip. When a student has had disciplinary issues, the Student may be denied participation in school trips.

### **Student Employment**

The Board believes that attendance at school should occupy a student's full attention and should take precedence over non-school-related employment.

If a student must work while attending school, s/he should receive counseling and assistance in seeking appropriate job opportunities and in correlating work schedules with school studies and activities. The Principal or his/her designee should monitor any non-school related employment in order to determine the effects on school performance.

The Principal or his/her designee shall prepare guidelines which will ensure that all students employed in out-of-school jobs are monitored by staff regarding school attendance and achievement

in order to determine the effects on school performance of the student assuming out-of-school work commitments.



## **Inclement Weather/Snow Days**

If school is cancelled due to snow, ice, heat, cold, or other serious conditions every attempt will be made to notify local news media as soon as possible, as well as to post a notification on the TSA Schoology website. TSA makes every attempt to stay open and often holds school even when many local districts delay or cancel. If TSA does cancel or delay, the School will be listed on the local television stations' tickers. If it is not, school will operate as usual. Please consult the television or Schoology rather than calling the School or the staff to find out if classes will be held on a given day.

Teachers are expected to post assignments to Schoology after the 3<sup>rd</sup> Inclement Weather or Snow Day, and students are expected to complete assignments as assigned.

## **Calamity Day Make-up**

Prior to August 1 of each school year, the Board may adopt a plan that requires students to access and complete classroom lessons posted on the School's website in order to make up hours in that school year on which it is necessary to close the School for any of the following reasons:

1. Disease epidemic;
2. Hazardous weather conditions;
3. Law enforcement emergencies;
4. Inoperability of school buses or other equipment necessary to the school's operation;
5. Damage to the school building; or
6. Other temporary circumstances due to utility failure rendering the school building unfit for school use.

A plan adopted by the Board shall provide for making up any number of hours, up to a maximum of the equivalent of three (3) school days. The plan must provide for the following:

1. Not later than November 1, each classroom teacher shall develop a sufficient number of lessons for each course taught by the teacher that school year to cover the number of make-up

hours specified in the plan. The teacher shall designate the order in which the lessons are to be posted on the School's website in the event of a school closure.

2. To the extent possible and necessary, a classroom teacher shall update or replace, based on current instructional progress, one or more of the lesson plans before they are posted on the website.

3. As soon as possible after a school closure, a school employee responsible for website operations shall make the designated lessons available to students on the School's site. A lesson shall be posted for each course that was scheduled to meet during the hours of the closure.

4. Each student enrolled in a course for which a lesson is posted on the site shall be granted a two-week period from the date of posting to complete the lesson. The student's classroom teacher shall grade the lesson in the same manner as other lessons. The student may receive an incomplete or failing grade if the lesson is not completed on time.

5. If a student does not have access to a computer or iPad at the student's residence and the plan does not include "blizzard bags" (see below), the student shall be permitted to work on the posted lessons at the School after the School reopens. If the lessons were posted prior to the reopening, the student shall be granted a two-week period from the date of the reopening, rather than from the date of posting as otherwise required. The School may provide the student access to a computer before, during, or after the regularly scheduled school day or may provide a substantially similar paper lesson in order to complete the lessons.

### **Blizzard Bags**

In addition to posting classroom lessons online, the School may include in the plan distribution of "blizzard bags," which are paper copies of the lessons posted online. If the School opts to use blizzard bags, teachers shall prepare paper copies in conjunction with the lessons to be posted online and update the paper copies whenever the teacher updates the online lesson plans. The plan must specify the method of distribution of blizzard bag lessons, which may include, but not be limited to, requiring distribution by a specific deadline or requiring distribution prior to anticipated school closure as directed by the Principal.



## **Tutoring Services**

Homework Center- This service is reserved for 6<sup>th</sup> grade students only. Students demonstrating academic deficiencies or difficulties are invited to this after school initiative facilitated by 6<sup>th</sup> grade faculty. Students meet M-Th after school and receive direct tutoring and instruction on classroom projects or homework.

Study Tables- Open to any TSA student. This service provides a quiet after-school study space for students, which is also facilitated by TSA faculty.

Peer Tutoring- Students are selected through a rigorous application process to provide one-on-one or small group tutoring instruction to those students seeking academic improvement. Participation is open to any TSA student.

Reading Center- This initiative is co-facilitated by ELA faculty and Intervention Specialists. This is a reading intensive program that focuses on differentiated instruction and small group instruction. This program is available to Junior High students at TSA.

One-on-One Tutoring- This after-school initiative is open to any TSA student and provides one-on-one instruction with classroom teachers.

**Ambassadors** recognizes outstanding students based on academics and leadership. These members serve as the "face of TSA" for events such as concerts, plays, open houses, picnics, First Fridays and other occasions in which guests may visit our facility. Students must maintain a 3.25 GPA with no grades lower than a C on each grade report, and complete a minimum of 10-15 service hours annually.

**Anime Club** focuses on Japanese animation and culture, including food, music, fashion and language. It is open to all grade levels and meetings involve watching and discussing anime and video games.

**Chess Club** welcomes all levels of players to hone their skills in this time-honored game strategy.

**Creative Writing Club** students develop and refine writing skills in a wide variety of genres, including poetry, prose, drama and songwriting. Through a process of workshops, peer reviews and guest presentations, students participate in a wider literary community. This group performs a series of events and local venues. Creative Writing has become so popular at TSA that a creative writing major are now offered.

**Culture Club** is open to senior division students, offering exposure to all cultures, with a more intensive look at the Spanish speaking world. This club's intent is to be educational and fun for all members while looking beyond our own school to touch the lives of others and promote diversity.

**EMBRACE** is a 7th-12th grade student group with a mission to celebrate cultural diversity, embrace the individual differences of others, and promote service to the community by advocating for acceptance and partnership among people of varying backgrounds within the school and community at large.



**+sa**   
**TOLEDO SCHOOL** FOR THE **ARTS**

**BORN TO BE**

**INVOLVED**

## WHAT INSPIRES YOU?

TSA's creative environment encourages students to share their talents and experiences.

Thus, new organizations and activities are being created all the time!

Consider our school as a place to not only get involved but make a difference!

[www.ts4arts.org](http://www.ts4arts.org)

**2018-2019**  
**STUDENT ORGANIZATIONS**  
**AND CLUBS**





# ARTS BASED EDUCATION + A WHOLE LOT MORE

## JUST SOME OF THE STUDENT ORGANIZATIONS AND EXTRACURRICULARS AT TSA

**Film Club** is a high school group dedicated to giving Video Production students and aspiring filmmakers a place to work collaboratively and independently on films outside of class. The club meets every other week. FlimClub hosts video related events and collaborates with local production companies and organizations.

**Glass City Steel** is TSA's very own steel drum band. This group rehearses during school and performs extensively throughout the entire year. Members of GCS are paid for summer series performances, performing both traditional Calypso music and popular tunes. GCS-B (for beginner) offers an opportunity for students to "get on the pan." Auditions for limited positions are held in early fall.

**Mariachi Band** is an audition-only ensemble which consists of 6-15 musicians performing on traditional Mariachi instruments-violin, trumpet, vihuela, Guitarron and guitar. Spanish language vocalists complete the ensemble.

**Mentors** are students who work with their peers to solve problems spanning from academic to personal issues. The members of the group come from all different grade levels, social situations, and art majors to adequately understand their classmates' challenges. The Mentors hold events to promote high self esteem, respect and more. Any student that has attended TSA for at least one year can apply.

**National Honor Society/ National Junior Honor Society** encourages academic achievement while fostering other character traits necessary for productive citizenship including scholarship, character, service, and leadership. NHS members must maintain a 3.25 GPA, while NJHS (the junior high component) must maintain a 3.75 GPA. It is an honor and privilege to become a member of NHS or NJHS, and students must apply and be selected to participate

**Pokemon Club** introduces members to the popular video game, trading card and anime franchise. The club helps students develop gaming skills through activities such as regularly hosted tournaments. Players may use cards or their own Nintendo DS

**Power of the Pen Competition Team** consists of 7th and 8th grade creative writers desiring to develop strong writing skills. Practices consist of response writing to prompts such as "The setting of your story is a closet." Students have 40 minutes to write a related story. Each student competes at the district level but must qualify to compete at the regional and State level.

**Prism** is a group for 9th-12th graders focused around LGBT+ issues, awareness, activism, and support. The group serves as a safe space for individuals of all identities to express themselves and get involved in the LGBT+ community.

**Prom Committee** is made up of juniors and seniors who plan, choose, and design the theme, selects the title, and decorates the TSA prom reception area. This group fundraises for prom supplies and gifts.

**Puppet Troupe** students from grades 7th-12th combine visual arts, theatre, and science to create larger than life puppets. The hand-crafted works then appear at TSA events, summer festivals, parades and private events. Students use paper mache techniques to create the forms and dress them in costume.

**Quiz Bowl** members represent TSA in academic competition against other Northwest Ohio schools, and on occasion, other regions. In addition to league and tournament play, members have practice and additional instruction on topics ranging from universal structure to the development of empires and major religions.

**Student Council** bridges student-teacher and student-administration communications, encouraging students to voice ideas and opinions while keeping informed of major school activities. Some activities led by the council include both formal and informal dances, and various community outreach projects.

**Theatre Productions** are highly regarded by TSA audiences as some of the area's best. Students participate as actors, musicians, and stage techs. Auditioning to be a part of these programs, selected students rehearse after school for several weeks in preparation to perform.

**Thespian Troupe** is an organization dedicated to promoting theatre and theatre education in our school. Thespians provide student opportunities to attend shows and educational workshops at the NW Area Conference and the Ohio State Conference. Anyone interested in theatre is welcome to join either the senior high or junior high chapter.

**Yu-Gi-Oh!** club is all about the trading card game and shows it is named after. Students of all grade levels are welcome to stop in and play cards or discuss the show. The club even has extra decks so anyone can learn to play.





**ATTACHMENT 6.5**  
**RACIAL AND ETHNIC BALANCE**

1. Plan to achieve and continue racial and ethnic balance.



## **COMMITMENT TO BALANCE**

The Toledo School for the Arts ("TSA") is a public School with a mandated lottery and waiting list. This means that admissions are random. TSA also has a long waiting list every year, so it does not advertise for enrollment. To the fullest extent possible, TSA is committed to a student population that is reflective of the communities it serves.

TSA employs a diversity coordinator as a high level administrator. Additionally, TSA conducts visible and known outreach activities. Its First Friday performances reach guests from multiple communities, including Toledo and the surrounding areas. Performances are advertised and this provides a great deal of knowledge of the school and its offerings in an arts-based curriculum. Outreach programs continue throughout the summers and the TSA students have opportunities for summer work, increasing community knowledge in all demographics as to the schools unique curriculum and focus on the arts.

The admissions and lottery policies are posted on the school's website and accessible to the community.

## ATTACHMENT 6.12

### ADMISSIONS, ENROLLMENT AND RESIDENCY

1. Admissions, enrollment and residency policy and procedures, including:
  - a. Specification that 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 admissions to:
    - Students who have obtained a specific grade level or are within a specific age group;
    - Students who meet the definition of at-risk; and
    - Residents of a specific geographic areas.
  - c. Specification that the School shall give admission preference to students attending the School the previous year and students who reside in the district in which the School is located, and any other preferential treatment must be consistent with R.C. 3314.06(H), including wait list and lottery procedures.
2. Open Enrollment Policy, if applicable
3. At-Risk Definitions, including gifted, if applicable
4. Proof and Verification of Student Residency consistent with HB21 requirements

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

The School does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding non-discrimination policies:

EXECUTIVE DIRECTOR

333 14<sup>th</sup> Street

Toledo, OH 43604

419-246-8732

The language above will be posted on the School's website within two clicks of the home page; in all other School-related documents made available to students, parents, staff, and applicants (*e.g.*, student newspapers, parent newsletters, student handbooks, employee handbooks, application forms, recruiting materials, etc.); and in a conspicuous place in the School building. This language will also be provided to parents, students, and employees prior to the start of each school year.

The designated individual will serve as the requisite coordinator for each of the following: **Policy 221 (Access to Equal Educational Opportunity), Policy 222 (Title IX Coordinator), Policy 228 (Section 504), Policy 264 (Sexual and Other Forms of Harassment), and Policy 305 (Nondiscrimination).**

## **221 Access to Equal Educational Opportunity**

It is the policy of the School to provide an equal opportunity for all children to achieve their maximum potential through the curriculum offered regardless of race, color, creed, disability, religion, sex, ancestry, national origin, social or economic background, or other legally protected category.

The Board appoints the Principal to be the Compliance Officer whose responsibility it will be to coordinate the School's efforts to comply with and fulfill its responsibilities under Federal and State regulations. The Principal shall also ensure that any complaints are dealt with promptly in accordance with law, and that proper notice of nondiscrimination rights under applicable laws is provided to students, their parents, staff members, and the general public.

Any complaints shall be addressed in accordance with the provisions, respectively, of:

Section 222.1 – Title IX Grievance Procedure; and/or

Section 223.1 – Title I Complaint Procedure; and/or

Section 228 – Section 504 of the Rehabilitation Act of 1973, Grievance Procedure.

*See also* Policy 206 General Notice of Non-Discrimination

## 241 Admission and Lottery Standards

The School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3313.64 or 3313.65, and 26 C.F.R. 62.25, except that admission may be limited to the geographic area and grade or age levels specified in the Community School Contract.

The School will not discriminate in the admission of students to the School on the basis of race, creed, color, disability, sex, intellectual ability, measures of achievement or aptitude, or athletic ability, provided, however, that the School may limit admission to students identified as “at risk” in the Community School Contract. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities. In accordance with the applicable laws and the TSA mission, strategic plan and diversity plan, TSA will enroll qualified Foreign Exchange Students.

If there are more applicants than there are spaces, a lottery will be conducted in the following manner:

- Each applicant submitting a completed application with all requested documents will be assigned a number;
- The numbers will then be drawn at random by a disinterested third party;
- The first number drawn will be the first new applicant placed on a waiting list and so on until all numbers are drawn;
- The school may separate the lottery and the waiting lists for each grade or age grouping;
- Students attending the previous year and students who reside in the district in which the school is located will have preference for a position;
- Preference may be given to Siblings of students attending TSA the previous year, and, students who are the children of full-time School Staff, provided the total number of students receiving this preference is less than five percent (5%) of the School’s total enrollment.

*R.C. 3314.06, R.C. 3313.64, R.C. 3314.65; 22 U.S.C. 2451 et. seq.; 26 C.F.R. 62.25.*

See Policy 206 General Notice of Non-Discrimination, Policy 221 Access to Equal Educational Opportunity, Policy 241.3 Compulsory and Early Kindergarten Admission, Policy 241.5 Enrollment and Residency Policy, and Policy 241.6 Tuition for Out-of-State Students. See also Appendix 241-A, Procedure for Admissions and Lottery.

Adopted: 2/14/19

# NOTICE

Pursuant to the Ohio Revised Code Section 3314.041, the governing authority of each community school and any operator of such school shall distribute to parents of students of the school upon their enrollment in the school the following statement in writing:

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

## 241.2 Records upon Enrollment

Newly enrolled student records:

1. Upon entry, a request for records will be made within twenty-four (24) hours from the public or nonpublic elementary or secondary school the pupil most recently attended.
  - a. "Entry" is defined as the beginning of learning opportunities by a student at the School.
2. If the records are not received, a second request and contact with the parent and former school should be made within the first fourteen (14) days by the Principal or his/her designee.
3. If the records are not received within fourteen (14) days of the date of request, or the pupil's previous school indicates that it has no record of the pupil's attendance, or if the pupil does not present any one of the following: (1) a certification of birth; (2) a passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) an attested transcript of the certificate of birth; (4) an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) an attested transcript of a hospital record showing the date and place of birth of the child; or (6) a birth affidavit, the Principal will contact the former school directly, then the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.
4. The School shall not admit any student requesting admission to the School after discharge or release from the custody of the department of youth services until the School is in receipt of (1) an updated copy of the student's academic transcript; (2) a report outlining the student's behavior in school while in custody of the department; (3) the student's current IEP if applicable; and (4) a summary of the institutional record of the student's behavior.
5. The School shall not deny admission to a child who has been placed in a foster home or in a residential facility (*e.g.*, a group home, child's crisis care facility, children's residential center, residential parenting facility with 24-hour care, county children's home or district's children's home) if the child does not present a birth certificate, or a comparable certificate from another state or country, or another document specifically listed above in (3) to attest to the child's date and place of birth upon registration for admission. Required documentation must be presented within ninety (90) days of the child's initial entry into the School. If the required records are not produced within ninety (90) days of enrollment the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.
6. In the event that an order or decree is issued allocating or modifying an allocation of parental rights and designating a residential parent, or that a grandparent power of attorney or caretaker authorization affidavit is executed, that residential parent or grandparent shall provide the School with a complete and accurate copy of the order and any other relevant documentation.

Requests for student records:

7. Upon receipt of a request for student records, the School will comply within two (2) business days.



8. Copies of the student's records will be made and kept on file.

*R.C. 3313.672.*

See also Policy 252 Missing and Absent Children.

### **241.3 Compulsory Kindergarten Admissions**

Policy left blank until and unless the School offers a kindergarten program.

#### **241.4 Enrollees Suspended or Expelled Elsewhere**

The school has the authority to recognize and honor the disciplinary suspensions and expulsions imposed by other public schools. A student who has been suspended or expelled from another school district in Ohio may be denied admittance at the School for a period equal to the period of the original suspension or expulsion. The student will be provided an opportunity for a hearing before admittance is denied.

If the student has been expelled or otherwise removed for disciplinary purposes from a public school in another state, the School may deny admittance for the shorter of (1) the period of such expulsion or removal or (2) the period of expulsion or removal which would have been applied had the student committed the same offense in Ohio. Prior to denial of admission, the student will be given an opportunity for a hearing.

*R.C. 3313.66(J)(1)-(2)*

## 241.5 Enrollment and Residency Policy

The School admits students residing statewide or as defined in the Contract with its Sponsor (“admissions areas”). The School serves grades 6-12 as per its Community School Contract with its Sponsor.

A child shall be admitted to the School as a student, if the child’s parent resides in the School’s admission areas. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place. Any one of the following documents can be used to establish proof of residency for verification of a child’s ability to be enrolled. These items must be current, be in the parent’s name, and include a street address. A post office box address cannot be used to validate residency records:

- A. A deed, mortgage, lease, current home owner’s or renter’s insurance declaration page, current real property tax bill; or
- B. A utility bill or receipt of utility installation issued within ninety days of enrollment; or
- C. A paycheck or paystub issued to the parent or student within ninety days of enrollment that includes the address of the parent’s or student’s primary residence; or
- D. The most current available bank statement issued to the parent or student that includes the address of the parent’s or student’s primary residence; or
- E. Any other official document issued to the parent or student that includes the address of the parent’s or student’s primary residence and as approved by the Ohio Superintendent of Public Instruction.

The School shall monthly review the residency records of students enrolled in the School and shall provide an annual verification to the Ohio Department of Education that students are entitled to attend the School. If there is a change in the location of the parent or student’s primary residence, the student’s parent must notify the School immediately.

All custody or court orders pertaining to the family or student must be turned in when asked, or at admission. If the School and Parent disagree as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the School and the Student’s home district (district of residency) disagree about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student’s home district. If the district of residence challenges the student’s residency, the Principal may request additional documentation from the Parent, which may be provided to the student’s home district.

*R.C. 3314.03(A); R.C. 3314.11; R.C. 3313.64(B)(1); R.C. 3313.64(K)*

See also Policy 204.8 Migrant Students; Policy 241 Admissions and Lottery Standards; Policy 241.3 Compulsory and Early Kindergarten Admissions; Policy 252 Missing and Absent Children; Policy 294 Student Records and Release of Information; Policy 297 Homeless Children and Youth Policy; and Policy 298 Grandparent Caretaker Policy.

**241.6 Tuition for Out-of-State Students**

The Board may open admission to the School on a tuition basis to any individual age five (5) to twenty-two (22) who is not a resident of Ohio, to the fullest extent allowed under state and federal law, and it may set or revise such tuition amount by Board resolution. No tuition shall be charged for an admitted Foreign Exchange Student with a J-1 visa.

*R.C. 3314.06; R.C. 3313.64(G)(1); 22 C.F.R. 62.25(f).*

Adopted: 3/8/18

## **241.7 Homebound Instruction**

### **A. Purpose of Homebound Instruction**

The purpose of homebound instruction is to sustain the continuity of instruction and to facilitate return to the classroom for those eligible students who must be temporarily confined at home or in a health care facility due to their medical needs, both physical and psychiatric, that do not allow school attendance for a limited period of time. Homebound services may be used to supplement the classroom program for students with health impairments whose conditions may interfere with regular school attendance (e.g. students receiving dialysis or radiation/chemotherapy; or students with other serious health conditions). Homebound services are not a guarantee that the student will progress in the academic program. Where practical and determined appropriate by the School, school based instructional options should be utilized including part time homebound services and online or other forms of technology. As applicable, decisions regarding homebound instruction will be subject to a student's 504 team or an individualized education plan ("IEP") team and state and federal requirements for students with disabilities, which may supersede aspects of this policy. See Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Improvement Act (IDEIA), R.C. Chapter 3323, O.A.C. 3301-51.

### **B. General Conditions for Homebound Services**

Homebound Services may be provided by the School for students who have been certified by a licensed physician, licensed nurse practitioner, licensed physician's assistant or licensed clinical psychologist as unable to attend public school because of a physical or emotional disability. Students must be enrolled in the School to be eligible to receive homebound services.

1. Homebound referrals and services are processed by the Principal or designee and are for the current school year and/or for the time certified by the student's licensed physician, nurse practitioner, physician's assistant or licensed clinical psychologist within the current school year, whichever comes first. Homebound services will be approved for a time period not to exceed nine (9) calendar weeks. Extension of homebound services not to exceed four (4) calendar weeks will require review and approval by the appropriate team and office. Approval for homebound services is conditioned upon submission of all required documentation and permissions.
2. When a student is found eligible for homebound services, the Principal or designee will assign a homebound tutor.

3. Students found eligible for homebound instruction will remain on the class roll and will be counted present unless the student has an unexcused cancellation of homebound tutoring sessions or refuses to comply with services (e.g., refusing to complete assignments, failing to provide dates for homebound service delivery, failing to attend or participate in services). Assignments and tests will be provided to the homebound tutor by the student's classroom teacher(s).
4. A student who is pregnant is entitled to homebound services following delivery of her child for a period of six (6) calendar weeks. With appropriate medical documentation of complications, services may be provided prior to delivery and/or beyond six (6) calendar weeks post-partum.
5. Grades earned during homebound services, whether graded by the homebound tutor or classroom teacher, will be accepted by the School and will be averaged together with all other classroom grades. On-time graduation is not guaranteed and students receiving homebound services must meet all diploma requirements for graduation.
6. Homebound services are designed so that a student does not fall significantly behind during the period of confinement. Accordingly, the hours of homebound services provided will not match school hours and priority will be given to core academic subjects rather than specialty classes (i.e., those requiring labs, special facilities or equipment) or elective classes. Homebound services will not be provided for all classes. Students receiving homebound services will be expected to complete school work outside of the presence of the homebound tutor and be prepared to participate in the instructional process.
7. Students receiving homebound services must be confined to the home. Students on homebound may not participate in school activities, sports or have a job while on homebound, unless prior approval is obtained from the principal. Ability to participate in such activities may constitute reason to review the approval of homebound instruction and/or adjust the services provided.
8. If the School determines that the home setting is not appropriate for instruction and the student's condition allows, homebound services may take place at other locations determined appropriate and conducive to learning.

**Date Adopted: 5/10/18**

**ATTACHMENT 6.13**  
**ATTENDANCE POLICIES**

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities and/or blended learning programs
2. Truancy Policy, including automatic withdrawal procedures for when a student misses 72 consecutive hours

**NOTE:** The School's attendance and records should be made available, upon request, to the Ohio Department of Education, Auditor of the 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.



General Policy

Students enrolled in the School must attend School regularly in accordance with the laws of the State. The educational program offered by the School is predicated upon the presence and punctuality of the student and requires continuity of instruction and classroom participation. A parent must contact the School in accordance with the procedure set forth in Policy 252 whenever a student is absent.

Attendance shall be required of all students enrolled at the School during the days and hours that the School is in session. Attendance need not always be within the School facilities, but a student will be considered to be in attendance if present at any place where School is in session by authority of the Board.

Excused Absences

Absences due to the following will be excused:

1. Personal physical illness such as to prevent attendance at School (at the discretion of the Principal or his/her designee, a written statement from a physician may be required).
2. Personal mental illness such that the student will not benefit from instruction (at the discretion of the Principal or his/her designee, a written statement from a physician/mental health professional may be required).
3. Illness in the family (at the discretion of the Principal or his/her designee, a written statement from a physician and an explanation as to why the child's absence was necessary may be required).
4. Quarantine of the home (absence will be excused for the duration of the quarantine as determined by proper health officials).
5. Death in the family (absence will be excused for no more than eighteen (18) hours unless the Principal or his/her designee determines that a longer absence is reasonably necessary).
6. Medical or dental appointments (at the discretion of the Principal or his/her designee, a written statement from a physician confirming the appointment may be required).
7. Observance of religious holidays.
8. College or university visits (at the discretion of the Principal or his/her designee, verification of the date and time of the visit may be requested).
9. Absence due to a placement in or changes to a foster care placement or any court proceeding related to a student's foster care status.
10. Absences due to a student being homeless.
11. Necessary work in a family business or on a family farm (after proof of necessary absence is provided to the Principal or his/her designee).
12. Instruction at home from a person qualified to teach the branches of education in which instruction is required (after adequate certification of home instruction has been provided to the Principal or his/her designee).
13. An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.
14. If a student is absent from School for the sole purpose of traveling out of state to participate in a

School-approved enrichment activity or extracurricular activity, the School shall count that absence as an excused absence, up to a maximum of twenty-four (24) hours per school year that the School is open for instruction. The student must complete any classroom assignments he/she misses due to the absence. If the student will be absent for twenty-four (24) or more consecutive hours that the School is open for instruction, a classroom teacher must accompany the student during the travel period to provide the student with instructional assistance in order to count the student as in attendance.

The Principal or his/her designee reserves the right to verify statements and to investigate the cause of absence.

### Withdrawal

A student who fails to participate in one hundred five (105) consecutive hours of learning opportunities without excuse prior to November 1, 2018 will be automatically withdrawn from the School. After November 1, 2018 a student who fails to participate in seventy-two (72) consecutive hours of learning opportunities will be automatically withdrawn, unless the student's absence is excused. Otherwise, a parent may withdraw a student voluntarily by signing a Voluntary Withdrawal form with the Principal or his/her designee.

Whenever a student withdraws from the School voluntarily, the Student's teacher shall attempt to ascertain the reason for withdrawal and shall immediately inform the Superintendent or his/her designee of the reason for the withdrawal. If the Student voluntarily withdrew from the School as a result of a change in residence, the Superintendent or his/her designee shall notify the superintendent of the district to which the Student has moved of all essential information regarding the Student, including the Student's new address.

If the Superintendent or his/her designee becomes aware that a Student who has withdrawn from the School for reasons other than a change of residence is not enrolled in another school, the Superintendent or his/her designee shall notify the registrar of motor vehicles and the juvenile judge of the county in which the School is located of the Student's likely violation of the State's compulsory education laws. Notice shall be given within two weeks and shall include the Student's name, address, date of birth, School, and the district where the Student resides. Any notice given in error shall be immediately rescinded by the Superintendent or his/her designee.

### Disciplinary Action for Unexcused Tardiness or Absence

Repeated unexcused absences/tardiness may be grounds for disciplinary action that will not include suspension or expulsion.

A student is tardy when a student is more than five minutes late for School or for a class. If a student misses more than half a class, the student will be marked absent for the class. When tracking hours of missed instruction for excessive absence and truancy purposes, the School shall (select one):

- Track tardiness and early dismissals to the nearest hour of missed instruction for each instance of tardiness or early dismissal per day (e.g., if a student is 35 minutes tardy to school and leaves school 45 minutes early, the student shall be counted as absent for two (2) hours of that day).

- Track tardiness and early dismissal times based on the precise amount of missed instruction, tracked to the nearest minute (e.g., if a student is 35 minutes tardy to school and leaves school 45 minutes early, the student shall be counted as absent for 80 minutes of that day).
- Track tardiness and early dismissals to the nearest \_\_\_\_\_ minutes (not to exceed 60 minutes) of missed instruction for each instance of tardiness or early dismissal per day.

Students shall not be considered absent for purposes of habitual truancy calculations while out of class for a legitimate reason, including but not limited to restroom breaks, visits to the nurses office, counselor meetings, or remediation sessions.

Any student who, due to a medically-documented physical or mental impairment, is absent for an extended period will not be disciplined. Such students may be entitled to receive an education tailored to their individual needs or abilities as provided for under federal and/or state law.

#### Truancy and Absence Intervention Strategies

The Principal or his/her designee may act as the School's attendance officer or delegate that duty as permitted by law. The School's attendance officer shall investigate possible School attendance violations, and is authorized under Ohio law, to serve warrants, to enter places where children of compulsory School age are employed, and to take such other actions as may be necessary to enforce the compulsory education laws.

A student is excessively absent from school if a student is absent from the School with or without legitimate excuse for thirty-eight (38) or more hours in one (1) school month or sixty-five (65) or more hours in one (1) school year. Within seven (7) days of a student becoming excessively absent from School, the attendance officer shall notify the student's parents of the student's absences in writing.

A student is habitually truant if the student is absent without a legitimate excuse for thirty (30) or more consecutive hours, for forty-two (42) or more hours in one (1) school month, or seventy-two (72) or more hours in one (1) school year.

Legitimate excuses for the absence of a student otherwise habitually truant include but are not limited to:

9. the student was enrolled in another school;
10. the student's absence was excused in accordance with applicable law or policy; or,
11. the student has received an age and schooling certificate.

If the student is habitually truant and the student's parents have failed to cause the student's attendance, the School will assign the student to an absence intervention team ("AIT") within ten (10) days. The Principal or designee selects the AIT members, who shall include a representative of the School who knows the child and the child's parent, guardian, custodian, guardian ad litem, or temporary custodian. Members may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

Within seven (7) days of the School's determination that the student is a habitual truant, the School will make at least three (3) reasonable, meaningful attempts to secure the child's parent, guardian, or custodian's (for the purposes of this policy, "parent") participation on the AIT. If the parent responds to attempts but is unable to attend, the School will notify the parent of the right to participate by designee. In the event the parent does not respond to the attempts at all, the School will investigate whether the

failure to respond triggers child abuse and neglect reporting requirements and instruct the other members of the AIT to develop a plan for the child.

Within fourteen (14) days after its formation, the AIT will develop a written plan to reduce or eliminate Student's further absences. The AIT plan will state that a complaint will be filed in juvenile court alleging that the child is an unruly child not later than sixty-one (61) days after implementation if the child refuses to participate in or fails to make satisfactory progress on the plan or other alternatives to adjudication. The School will make reasonable attempts to provide student's parent with written notice of the plan within seven (7) days of development.

If a student becomes habitually truant during the last twenty-two (22) school days of the year, the School may assign one official to work with the parent and develop an AIT plan in lieu of forming a full AIT.

**AIT Exemption:** The School shall be exempt from AIT procedural requirements if it has a chronic absenteeism rate of less than 5% of the student body per the last state report card.

Effective beginning with the 2017-2018 school year, the School shall employ absence intervention strategies 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 sixty consecutive hours of instruction or ninety hours 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.

On the 61st day after the implementation of an absence intervention plan or other intervention strategy, the attendance officer shall file a complaint with the juvenile court against a student, if all of the following apply:

1. the student is a habitual truant;
2. the School has made meaningful attempts to re-engage the student through the absence intervention plan, other intervention strategies, and any other offered alternatives to adjudication; and
3. the student has refused to participate in or failed to make satisfactory progress on the plan, as determined by the absence intervention team, or any offered intervention strategies or alternatives to adjudication.

If the 61st day falls during the summer months, at the School's discretion, the absence intervention team or attendance officer may extend the implementation of the plan and delay filing the complaint for an additional thirty (30) days from the first day of instruction of the next school year.

If, however, at any time during the implementation phase of the absence intervention plan or other intervention strategy, the student is absent without legitimate excuse for thirty (30) or more consecutive hours or forty-two (42) or more hours in one school month, the attendance officer shall file a complaint

with the juvenile court against the student, unless the absence intervention team has determined that the student has made substantial progress on the absence intervention plan.

The Principal or his/her designee is also authorized to establish a parent education program for parents of students who are habitually truant. Any parent assigned to the program who does not complete the program is to be reported to law enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

This Board consulted with the juvenile court of the counties in which the School is located, parents of students attending the School, and state and local agencies deemed appropriate by the Board prior to adopting this policy.

*R.C. 2151.011; 2151.27; 3314.03(A)(6); 3321.01; 3321.041; 3321.13-.191; O.A.C. 3301-69-02.*

## **251.1 Attendance Requirements for Course Credit**

### Attendance Requirements for Course Credit

A student may have no more than twelve (12) unexcused absences during a school year in order to receive credit for a TSA course, unless otherwise provided by federal law. For purposes of course credit, a student will be considered absent from class if he or she arrives more than fifteen (15) minutes late, unexcused, to class.

For purposes of course credit, absences of Juniors and Seniors due to college visitation will be considered excused if the student complies with the following requirements:

1. Only two (2) college visitation days will be permitted per year for Juniors and Seniors, up to a total of four (4) days.
2. Seniors may not take a college visitation day during the second semester without first obtaining special permission from the Guidance Counselor.
3. Students must complete a Pre-Planned Absence form prior to the absence.
4. The Student must provide a completed College Visitation Verification form to the office within five (5) school days of the visit.

The student and parent/guardian will be notified by the School when ten (10) unexcused absences have occurred. The student and parent/guardian will be notified by the School of loss of credit for the course on the next school day after the twelfth (12<sup>th</sup>) unexcused absence.

### Procedures for Reinstatement of Credit

If a student receives a notice of loss of credit, a Reinstatement Petition may be filed with the Principal. Filing a petition of reinstatement of credit is the responsibility of the student and must be obtained from the Principal. The Principal, with assistance from the Guidance Counselor and teacher(s), determines reinstatement of credit. Credit will only be reinstated if the student, after meeting with the Principal, Guidance Counselor, and teacher(s), agrees to complete the appropriate amount of time and any assigned activities associated with the loss of credit in each course affected.

The Superintendent retains authority to implement this policy in a manner consistent with his/her authority in Policies 271, 273 and 251, the student Code of Conduct and the Attendance Truancy and Withdrawal policies.

See Appendix 251.1 – Credit Reinstatement Process

Date Adopted: 3/8/18

Date Effective: 7/1/2018

## **251.2 Student Absence for Professional Employment in the Entertainment/Arts Industry**

Students professionally employed in the entertainment/arts industry and who will be missing classes as a result of that employment need to request written approval (Appendix 251.1-A Entertainment/Arts Professional Employment Absence Request) from the Artistic Director or his/her designee no less than two weeks in advance of the absence. These absences may or may not be excused, depending on the nature of the activity. Professional employment in the entertainment/arts industry is defined as paid engagements and the Artistic Director may require copies of a pay stub, contract, studio call sheet, and/or a show program.

If the student will be absent for twenty-four or more consecutive hours that the School is open for instruction, but less than eighteen (18) days, the School will arrange for instruction either on location with a teacher or tutor approved by TSA or via distance learning, at the expense of the student, the student's family, or the entity employing the student.

Students who will be absent for eighteen (18) or more days must have an approved plan for credit by examination, distance learning, or alternative method of measurement and delivery, including on location or distance tutoring and graded homework assignment.

See Appendix 251.1-A Entertainment/Arts Professional Employment Absence Request. See also Policy 251 Attendance/Truancy/Withdrawal and Policy 247 Credit Flexibility

The Board believes in the importance of trying to decrease the number of missing children. Therefore, efforts will be made to identify possible missing children and notify the proper adults or agencies.

A student at the time of his/her initial entry to school shall present to the person in charge of admission any records given to him/her by the elementary or secondary school s/he most recently attended and a certification of birth\* issued pursuant to Section 3705.05 of the Ohio Revised Code or a comparable certificate or certification issued pursuant to the statutes of another state, territory, possession, or nation. Within twenty-four (24) hours of the student's entry into the school, a school official shall request the student's official records from the elementary or secondary school the student most recently attended. If the school the student claims to have most recently attended indicates that it has no records of the student's attendance or the records are not received within fourteen (14) days of the date of request, or the student does not present a certification of birth or comparable certificate or certification from another state, territory, possession, or nation, the Principal or his/her designee shall notify the law enforcement agency having jurisdiction in the area where the student resides of this fact and of the possibility that the student may, be a missing child, as this term is defined in Section 2901.30 of the Ohio Revised Code.

If the School receives notification from a law enforcement agency that it has made a missing child report for a current or a former student, then the School must mark the student's records so that whenever a copy of, or information regarding the records is requested, any School official responding to the request is alerted that the records are those of a reported missing child. In addition, when a request of records or information is received, the person in charge of admission must immediately report the request to the law enforcement agency that notified the School that the student might be a missing child. When forwarding a copy of, or information from the student's records in response to a request, the School must do so in such a way that the receiving school is not able to discern that the student's records are marked. But, the School must retain the mark in the records until notified that the student is no longer a missing child. Upon notification by a law enforcement agency that the student is no longer a missing child, the School must remove the mark from the student's records in such a way that it would be impossible to tell that the records were ever marked. See Appendix 252-A for the Missing Child Reporting and Marking Form.

The School will also immediately give notice to the Ohio Attorney General's missing children clearinghouse and the law enforcement agency where the missing child resides if the School becomes aware that any missing child might be in attendance at the School. To the extent that it can, the School will also assist parents in the case of a missing student by coordinating with local law enforcement and the missing children clearinghouse.

The School has established an informational program for students, parents, and community members relative to missing children issues, which is available from the School upon request, including information regarding the fingerprinting program, if applicable. The School's informational programs are based on assistance and materials provided by the Ohio Attorney General's missing child education program and resources available from the National Center for Missing and Exploited Children.



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 School on the day a student is absent unless previous notification has been given in accordance with school procedure for excused absences.

The procedure for absences is as follows:

1. A parent must call or email 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 or as soon as practicable.
2. If a parent fails to call or email the School, School personnel will call the parent to inform him/her of the student's absence.

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.

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 for such purposes.

\*May substitute any of the following documents for a birth certificate: 1) a passport or attested transcript showing the date and place of birth of the child; 2) an attested transcript of a birth certificate; 3) an attested transcript of a baptism certificate or other religious record showing the date and place of birth of the child; 4) an attested transcript of a hospital record showing date and place of birth, or 5) a birth affidavit.

*R.C. 109.65; R.C. 3313.96; R.C. 3313.672*

Appendix 252-A Missing Child Reporting and Marking Form and Appendix 252-B Missing Child Educational Program.

Date Adopted: 2/8/18

The School recognizes the advantage to both parents and law enforcement agencies of a means of identifying children who have become lost or have been abducted. Accordingly, the School may cooperate with legal law enforcement agencies in the voluntary fingerprinting of students enrolled at the School.

Prior to August 1 of each school year, the Board may adopt a plan that requires students to access and complete classroom lessons posted on the School's website in order to make up hours in that School year on which it is necessary to close the School for any of the following reasons:

- (1) Disease epidemic;
- (2) Hazardous weather conditions;
- (3) Law enforcement emergencies;
- (4) Inoperability of school buses or other equipment necessary to the school's operation;
- (5) Damage to the school building; or
- (6) Other temporary circumstances due to utility failure rendering the school building unfit for school use.

A plan adopted by the Board shall provide for making up any number of hours, up to a maximum of the equivalent of three (3) school days. The plan must provide for the following:

1. Not later than November 1, each classroom teacher shall develop a sufficient number of lessons for each course taught by the teacher that school year to cover the number of make-up hours specified in the plan. The teacher shall designate the order in which the lessons are to be posted on the School's website in the event of a school closure.
2. To the extent possible and necessary, a classroom teacher shall update or replace, based on current instructional progress, one or more of the lesson plans before they are posted on the website.
3. As soon as possible after a school closure, a school employee responsible for website operations shall make the designated lessons available to students on the School's site. A lesson shall be posted for each course that was scheduled to meet during the hours of the closure.
4. Each student enrolled in a course for which a lesson is posted on the site shall be granted a two-week period from the date of posting to complete the lesson. The student's classroom teacher shall grade the lesson in the same manner as other lessons. The student may receive an incomplete or failing grade if the lesson is not completed on time.
5. If a student does not have access to a computer at the student's residence and the plan does not include "blizzard bags" (see below), the student shall be permitted to work on the posted lessons at the School after the School reopens. If the lessons were posted prior to the reopening, the student shall be granted a two-week period from the date of the reopening, rather than from the date of posting as otherwise required. The School may provide the student access to a computer before, during, or after the regularly scheduled school day or may provide a substantially similar paper lesson in order to complete the lessons.

### Blizzard Bags

In addition to posting classroom lessons online, the School may include in the plan distribution of “blizzard bags,” which are paper copies of the lessons posted online. If the School opts to use blizzard bags, teachers shall prepare paper copies in conjunction with the lessons to be posted online and update the paper copies whenever the teacher updates the online lesson plans. The plan must specify the method of distribution of blizzard bag lessons, which may include, but not be limited to, requiring distribution by a specific deadline or requiring distribution prior to anticipated school closure as directed by the Principal.

*R.C. 3313.482; 3314.08*

Adopted: 6/8/17

## ATTACHMENT 7.2

### REPORTS TO THE SPONSOR

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

- Current roster of staff by position, including notations on licensure, HQT status, 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, SOES, 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 safety plan as filed with the Attorney General's office
- 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

The School is committed to establishing and maintaining supervisory practices and procedures that support effective operations in the interest of the organization and its employees. Such procedures may include the administration of disciplinary action to assist employees in overcoming work related problems, performance deficiencies, or behavior that violates the School's policies, practices, and procedures.

Although the School maintains a progressive disciplinary procedure, circumstances may warrant disciplinary action outside of the progressive procedure. For example, the progressive procedure may not be appropriate: (1) when the conduct at issue involves severe performance deficiencies, performance problems related to skill or ability, or certain types of inappropriate or disruptive conduct; (2) when the initial steps of progressive discipline do not assist the employee in correcting the problem; (3) when the employee occupies a position requiring the exercise of effective management and leadership; or (4) when the employee's actions, or inactions, may seriously impair the School's ability to carry out its mission. If the School determines that these, or similar circumstances exist, the School may determine that the progressive disciplinary procedure is inappropriate. Moreover, under certain circumstances, a supervisor may determine that although the procedure should be utilized, certain steps in the procedure should be omitted or repeated.

**Step 1: Verbal Discussions and Warning**

The initial step of the progressive disciplinary procedure is for the supervisor to discuss the problem with the employee as soon as possible after the incident or awareness of the problem occurs. The supervisor should discuss the problem, suggest ways to improve or to correct the problem, and identify a time period for corrective action.

**Step 2: Written Warning**

The second step is for the supervisor to provide the employee with a written warning. The step is generally taken when the initial step does not correct the problem, although a supervisor may determine that a written warning is warranted as the initial step. When a written warning is given an employee, the supervisor should meet with the employee, outline the problem, suggest ways to improve or correct the problem and identify a time period for corrective action. The specifics of this discussion should be documented in a letter or memorandum that is provided to the employee and forwarded to the Executive Director or his/her designee of the School for placement in the employee personnel file. A copy of the letter or memorandum should also be initialed by the employee. If the employee refuses to sign it, this should be documented by the supervisor.

**Step 3: Suspension**

Although not generally a step in the progressive disciplinary procedure, suspension may be appropriate as the third step. If utilized at all, suspension is generally limited to two circumstances. First, a supervisor may determine that suspension should be used as a corrective measure to emphasize the seriousness of a problem. Second, suspension may be used because discharge appears warranted but the supervisor needs time for an investigation to be conducted to determine if discharge is actually warranted. In any event, suspension is for a specified period and, except for exceptional circumstances, without pay.

**Step 4: Discharge**

If prior measures fail to correct a problem, the final step in the progressive discipline procedure is termination. If the supervisor is satisfied that discharge is appropriate, and the Executive Director or his/her designee concur, discharge should be initiated. The circumstances that led to the decision to discharge the employee should be documented by the supervisor.



In certain circumstances, Toledo School for the Arts will choose to be an “At Will” employer and as such an employee may be terminated without cause. Whether an employee is “at will,” or, serving under a contract that requires cause for termination, listed below are some reasons which may result in an employee being terminated. This list is not intended to contain all possible reasons for termination.

- Theft or Dishonesty;
- Material destruction of, or unauthorized use of, School property;
- Falsification of School Records;
- Unacceptable work performance, including irregular or tardy attendance;
- Unacceptable attendance record;
- Providing inappropriate assistance or information to students on tests;
- Threatening, harassing, assaulting or abusing any student, employee or visitor;
- Fighting, physical violence and verbal abuse;
- Possession of firearms or explosives;
- Violation of the drug, alcohol and/or smoking policies;
- Intoxication or use of alcohol on School property;
- Use, sale or possession of unlawful drugs on School property
- Sleeping on duty;
- Neglect of duty and disruption of others;
- Insubordination or inefficiency;
- Abuse or inappropriate access of confidential information;
- Willful violation of School safety or security regulations;
- Violation of procedures or policies of the School;
- Unequal application of procedures or policies of the School.
- Conduct unbecoming to a teacher or school employee.
- Inability to manage classroom or obtain results for academic achievement

When an employee wishes to resign, he/she must submit their resignation in writing at least 30 days prior to the effective date.

The Ohio Revised Code prohibits employers from taking any disciplinary or retaliatory action against an employee for making a report of a violation of any state or federal statute which an employee believes (1) is a criminal offense that is likely to cause either an imminent risk of physical harm to persons or a hazard to public safety; (2) is a felony; or (3) is an improper solicitation for a contribution.

In order to receive the protection afforded by the Revised Code, the employee must orally notify his or her supervisor of the violation and subsequently file a written report with the supervisor that provides sufficient detail to identify and describe the violation. If the employee is unable to report the violation to his or her supervisor, the oral and written reports must be made to the Board. Employees must make a reasonable and good faith effort to determine the accuracy of any information that is reported verbally or in writing.

If the employer does not correct the violation or make a reasonable and good faith effort to correct the violation within twenty-four hours after the oral notification or the receipt of the report, whichever is earlier, the employee may file a written report that provides sufficient detail to identify and describe the violation with the prosecuting authority of the county or municipal corporation where the violation occurred, with a peace officer, with the inspector general if the violation is within the inspector general's jurisdiction, or with any other appropriate public official or agency that has regulatory authority over the employer and the industry, trade, or business in which the employer is engaged.

The employer will not retaliate or take part in any form of reprisal against the employee bringing the complaint. Employees who believe they may have been subject to retaliation should report suspected retaliation to the Board President.

An employee may be subject to discipline if it is determined that the report of wrongdoing was knowingly fabricated by the employee or was, knowingly distorted, exaggerated or minimized to either injure someone else or, to protect the reporting party or others.

Complaints of harassment will be handled in accordance with the anti-harassment policy. In addition, the Ohio Auditor of State's office maintains a system for the reporting of fraud, including the misuse of public money by any official or office. You may make an anonymous complaint through a toll free number, through the Auditor of State's website, or through the United States mail at:

Telephone: 1-866-FRAUD OH (1-866-372-8364)

Ohio Auditor of State's Office  
Special Investigations Unit  
88 East Broad Street  
P. O. Box 1140  
Columbus, OH 43215

Web: [www.ohioauditor.gov](http://www.ohioauditor.gov)

You must sign either **Appendix 365-A**, OR the acknowledgement of receipt of the employee handbook, in order to confirm receipt and understanding of this information.

*R.C. 4113.51; R.C. 117.103(B)(1)*



## **Disposition of Employees**

In the event that the School's sponsorship agreement is terminated or non-renewed, or the school is otherwise closed, the School will notify all employees working at the School of the School's impending closure within ten (10) business days of the closure determination. Upon request from the departing employees, the School will provide all employees either: 1) a letter of recommendation for future employers, if applicable, or 2) a statement of performance.

Toledo School for the Arts  
333 14<sup>th</sup> Street  
Toledo, OH 43604  
419-246-8732

**ATTACHMENT 8.3**  
**EMPLOYEE BENEFITS**

1. Description of any health, medical, or other benefits provided by the School 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 the Sponsor in writing within five (5) business days of amendment or change.

### **391.1 Health Insurance and Annuities**

The Board provides health insurance for all full time employees. Hourly employees are not generally provided paid health insurance. The amount contributed by the Board is determined annually prior to the start of a new School year. The Board also contracts for dental and legal insurance, which is paid totally by the employee, provided, however, an employee may use their FSA money (see policy no. 391.2 below) for these costs. From time to time the Board may have several contracts with companies who provide tax sheltered annuities to employees who wish to contribute. These are paid entirely by the employee. Employee contributions shall be made through payroll deductions. If an employee is given a leave of absence for a period of time the Board will not pay the employee's health insurance except as required for eligible parties under the FMLA (See Policy 385 above). The employee may elect to pay the premiums for such time as they are on an approved leave. An employee who resigns prior to the end of their contract year will have Board paid health insurance only through the end of the month in which their resignation is effective. If a teacher or teacher aide resigns at the end of their contract year the Board will continue to pay their health insurance premium through the month of August. Other staff members who resign at the end of their contract will have their health insurance paid through the end of the month immediately following the end of the contract.

*R.C. 9.90.*

# Your 2018-2019 Toledo School for the Arts Benefits Program

## Employee Benefits Enrollment Packet

Plan Year: October 1, 2018 through September 30, 2019

### Welcome to Toledo School for the Arts!

Toledo School for the Arts is dedicated to providing a solid foundation of employee benefits to help you and your family maintain good health and insure yourself against unexpected major health expenses.

Each year Toledo School for the Arts assesses its benefits program and makes adjustments as necessary to improve service and to keep its benefits as affordable as possible.

#### Action Required

If you want benefits coverage for the current plan year, you must submit your enrollment form to Taylor Fowler by September 28, 2018. Your coverage will be effective October 1, 2018.

Toledo School for the Arts is pleased to offer you the following benefits:

- Paramount HMO Plan
- Paramount PPO HSA Plan
- Lincoln Financial
  - Dental
  - Vision
  - Life and AD&D
  - Voluntary Life & AD&D
  - Voluntary Short-Term Disability
  - Voluntary Long-Term Disability

#### To Enroll in the Benefits:

- Review your materials & consider your needs for the upcoming year.
- Check the provider networks for the health plans you are considering to make sure your doctors are included.
- **Please complete and return the following forms.**
  - Toledo School for the Arts FormFire Online Enrollment Application
  - Lincoln Financial Enrollment Application

**You must return completed forms by September 28, 2018 to be enrolled in your elected coverages by your effective date.**



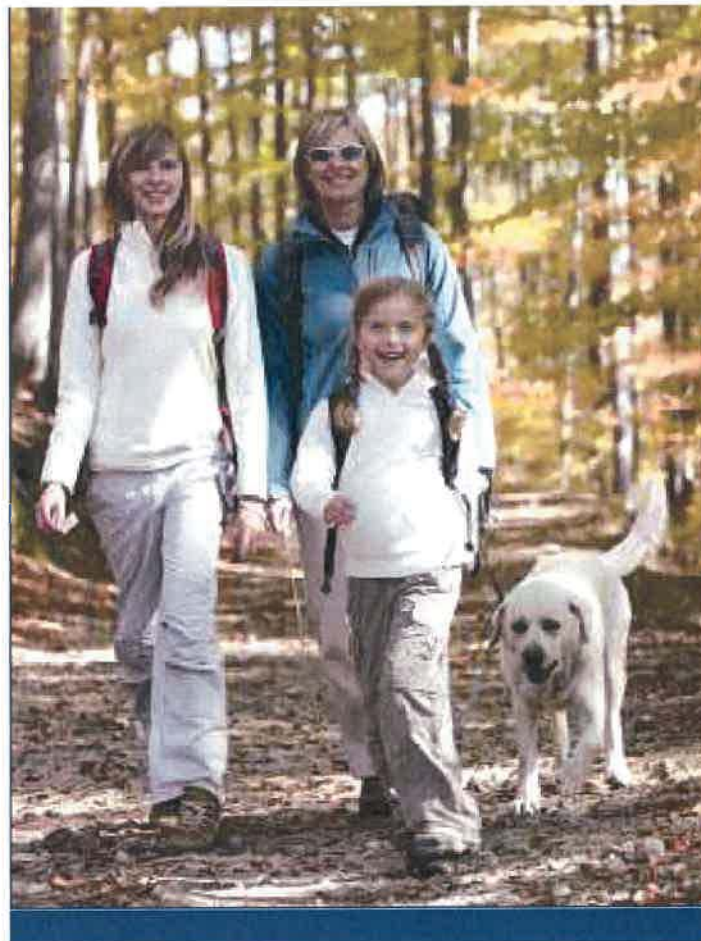
## Why Open Enrollment period is important to you.

Elections you make during this Open Enrollment will become effective October 1, 2018 and will remain in effect until September 30, 2019. You may not make changes to your elections outside the annual Open Enrollment period unless you experience a "Qualified Life Event".

### Qualified Life Events include:

- A change in the size of your family (resulting from marriage, divorce, legal separation, annulment, birth, adoption, placement for adoption, or death of a covered family member).
- A dependent no longer satisfies the definition of eligible dependent due to age.
- You or your spouse/domestic partner experiences a substantial change in employment (such as changing between full-time and part-time employment, or commencement of or return from an unpaid leave of absence).
- Your spouse/domestic partner gains employment or loses a job.
- Your spouse/domestic partner or dependent experiences a significant change in health coverage attributable to his or her employment.
- You or your eligible dependent becomes eligible for Medicare or Medicaid (other than solely for pediatric vaccines), or you lose your eligibility for either of these programs.
- The employer of your spouse/domestic partner offers benefits with a different Open Enrollment period.
- A court-issued judgment, decree, or order (including a Qualified Medical Child Support Order) resulting from divorce, legal separation, annulment, or change in legal custody that requires health coverage of your dependent child.

**Should you experience a Qualified Life Event, you must notify Human Resources and request your benefit changes within 31 days of the event.**



## Who can enroll in benefits?

You are eligible for benefits if you are full time working at least 30 hours per week.

### Dependent Eligibility

You may also cover your eligible dependents on your health benefit plans.

Eligible dependents include:

- Legal spouse or same-sex partner.
- Child(ren) up to age 26.
- Disabled children age 26 or older who meet the following requirements:
  - (a) is currently disabled;
  - (b) was disabled prior to his or her 26th birthday;
  - (c) lives either with you or your spouse, or in a licensed institution; and
  - (d) remains financially dependent on you.
- Children who have met the eligibility requirements listed above for whom you are directed to cover under the terms of a Qualified Medical Child Support Order.



# Your 2018 Benefits Program Contact Information

## Plan Contact Information

For information on:	Contact	Member Website
Medical Plans Paramount HealthCare HMO Option #031050 PPO with HSA #CD0573	419-887-2525 or 1-800-462-3589	<a href="http://www.paramounthealthcare.com">www.paramounthealthcare.com</a>
Dental Lincoln Financial	1-800-423-2765	<a href="http://www.lfg.go2dental.com">www.lfg.go2dental.com</a>
Vision Lincoln Financial	1-800-440-8453	<a href="http://www.lvc.lfg.com">www.lvc.lfg.com</a>

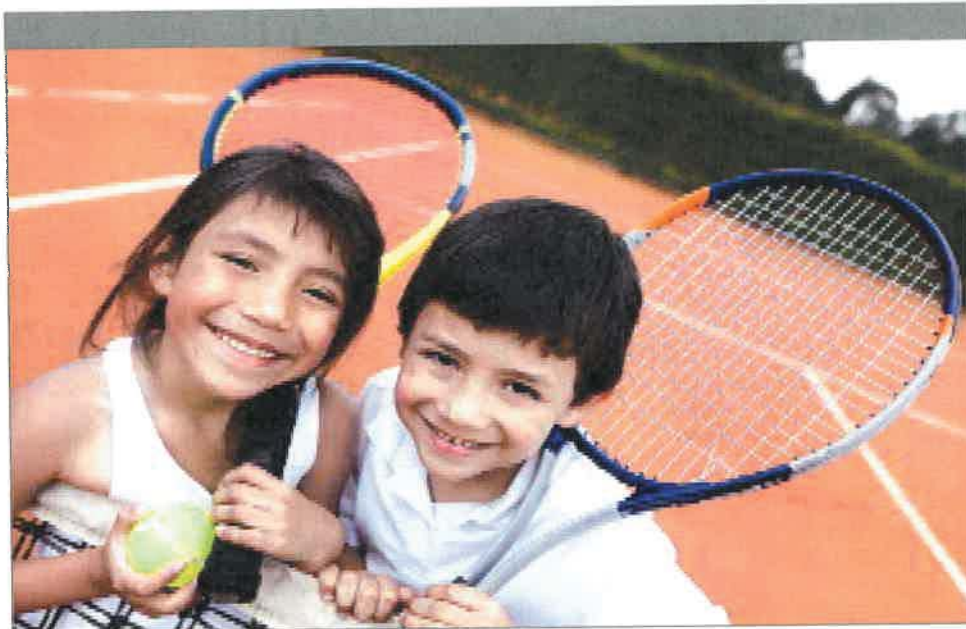
If you have any questions or concerns, please contact:

Melissa Deku  
Account Executive  
Savage & Associates  
4427 Talmadge Rd.  
Toledo, OH 43623  
Direct: 419-725-7310  
Fax: 419-725-7791  
[melissak@savageandassociates.com](mailto:melissak@savageandassociates.com)



# 2018-2019 Paramount Plans Premium Summary

<b>HMO</b>	<b>Monthly Cost</b>	<b>PPO with HSA ***</b>	<b>Monthly Cost</b>
Employee Only	\$58.63	Employee Only	\$0.00
Employee + One	\$574.61	Employee & Spouse	\$390.92
Family	\$1443.62	Family	\$1115.12



\*\*\*TSA will make a deposit of \$39.08 into the employee's HSA account every month.\*\*\*

# Paramount Healthcare HMO Option (Group #031050)

Toledo School for the Arts offers you medical benefits through Paramount Healthcare. The table below highlights the most frequently used benefits and your costs for these services under the medical plan. For full details, exclusions and prior authorization requirements, please see your Summary of Benefits and Coverage or Summary Plan Description.

Plan Option	Paramount HealthCare	
	In-Network	Out-of-Network
Choice of Doctors & Hospitals:		
Doctor Office Visits (primary care physician or specialist)	PCP \$10 Specialist \$20	Not Covered
Deductible (per calendar year)	\$500/\$1,000	Not Covered
Hospitalization	80%	Not Covered
Preventive Care	100%	Not Covered
Urgent Care	\$50	80%
Emergency Room	\$150	80%
Lab & X-ray	80%	Not Covered
Maternity	80%	Not Covered
Hospital - Inpatient - Outpatient Surgery	80% 80%	Not Covered
Out of Pocket Maximum (per calendar year)	\$2,000/\$4,000	Not Covered
Prescription Drugs National Script RX		
Retail (up to a 30-day supply)		Not Covered
- Generic:	\$10	
- Preferred:	\$25	
- Non-Preferred:	\$40	
Mail Order (up to a 90-day supply)		Not covered
- Generic:	\$20	
- Preferred:	\$50	
- Non-Preferred:	\$120	

# Paramount Healthcare PPO w/HSA (CD0573)

Toledo School for the Arts offers you medical benefits through Paramount Healthcare. The table below highlights the most frequently used benefits and your costs for these services under the medical plan. For full details, exclusions and prior authorization requirements, please see your Summary of Benefits and Coverage or Summary Plan Description.

Plan Option	Paramount HealthCare	
	In-Network	Out-of-Network
Choice of Doctors & Hospitals:		
Doctor Office Visits (primary care physician or specialist)	100% after deductible	40% after deductible
Deductible (per calendar year)	\$2,700/ \$5,400	\$2,700/\$5,400
Hospitalization	100% after deductible	40% after deductible
Preventive Care	100%	40% after deductible
Urgent Care	100% after deductible	100% after deductible
Emergency Room	100% after deductible	100% after deductible
Lab & X-ray	100% after deductible	40% after deductible
Maternity	100% after deductible	40% after deductible
Hospital - Inpatient - Outpatient Surgery	100% after deductible	40% after deductible
Out of Pocket Maximum (per calendar year)	\$2,700 /\$5,400	\$5,400/ \$10,800
Prescription Drugs National Script RX		
Retail (up to a 30-day supply) - Generic: - Preferred: - Non-Preferred:	100% after deductible	50% of allowed amount
Mail Order (up to a 90-day supply) - Generic: - Preferred: - Non-Preferred:	\$100 after deductible	50% of allowed amount



# Dental Coverage

Dental benefits are provided through Lincoln Financial Group. The dental plan allows you to seek treatment from the dentist of your choice. However, using a dentist in the Lincoln network will reduce your out of pocket costs. It is recommended to obtain a predetermination of benefits if you will be treated for non-emergency services exceeding \$300.

The table below provides you with a brief overview of your costs under the dental plan.

Lincoln Financial Group		
Services	In-Network	Out-of-Network*
Deductible (per calendar year) Applies to basic and major services	\$50 individual \$150 family	\$50 individual \$150 family
Annual Maximum Benefit (per calendar year)	\$1,000	\$1,000
<b>Preventive Services</b>		
Exams, Cleanings, X-rays, Sealants for Children	100%	100%
<b>Basic Services</b>		
Fillings, Simple Extractions, Endodontics, Periodontal Maintenance	80%	80%
<b>Major Services and Orthodontia</b>		
Oral Surgery, Root Canal, Crowns, Bridges, Dentures	50%	50%
Orthodontia (covered to age 19) \$1,000 lifetime maximum	60%	60%

## Employee Contributions Per Month

Delta Dental Plan	
Employee Only	\$0.00
Employee & One Dependent	\$53.97
Employee & Family	\$53.97

### Late Enrollment Provision:

If you enroll in the dental plan after your initial eligibility period, you will have a twelve month waiting period for services other than Diagnostic & Preventive. See your dental plan description for exceptions.



# Vision Coverage

Toledo School for the Arts offers vision benefits through Lincoln Financial Group. The vision plan allows you to visit any vision provider of your choice. If you visit an out-of-network provider, the plan will pay up to the allowable reimbursement, and you are responsible for paying the provider at the time of your visit. You will need to submit a claim to Lincoln for reimbursement.

The table below provides you with a brief overview of your costs under the vision plan.

Lincoln Vision Plan		
Services	In-Network	Out-of-Network Reimbursements
Vision Exam (covered every 12 months)	\$20	N/A
Materials: Choose 1) Prescription Glasses OR 2) Contact Lenses		
1) Prescription Glasses		
Lenses (covered every 12 months) Single, Bifocal, Trifocal, Lenticular Lens	Single 100% Bifocal 100% Trifocal 100% Lenticular 100%	Single \$40 Bifocal \$60 Trifocal \$80 Lenticular \$80
Frames (covered every 24 months)	\$130	\$45
2) Contact Lenses		
Contact Lenses	Elective \$125 Therapeutic 100%	Elective \$125 Therapeutic \$210

## Employee Contributions Per Month

Guardian Vision Plan	
Employee Only	\$0.00
Employee & One Dependent	\$3.30
Employee & Family	\$8.67

## To find an in-network vision provider...

Call 1-800-440-8453 or search online at <http://lvc.lfg.com>.

# Life Insurance and Disability Benefits

Toledo School for the Arts offers the following benefits to help you balance your life and secure financial stability for your future. Coverage is through Lincoln Financial Group. For more details, contact Human Resources.

## Life and AD&D Insurance —

To protect your family's security, we provide employees with group term life and accidental death & dismemberment (AD&D) equal to \$25,000. Life insurance will be paid to your designated beneficiary in the event of death while covered under the plan. AD&D is payable in the event of a loss of life or limb by accident while covered under the plan.

## Voluntary Life Insurance —

You can apply for coverage on yourself in \$10,000 increments to a maximum of five times your annual salary. Your spouse can elect coverage in \$5,000 increments up to a maximum of 50% of your elected coverage amount. Coverage for children is also available up to a maximum of \$10,000.

## Voluntary AD&D —

You can apply for coverage on yourself in \$10,000 increments to a maximum of five times your annual salary. Your spouse can elect coverage in \$5,000 increments up to a maximum of 50% of your elected coverage amount. Coverage for children is also available up to a maximum of \$10,000.

## Voluntary Short-Term Disability Coverage —

**Short-Term Disability (STD)** insurance provides partial income replacement should you be disabled and unable to work. In the event of a disability, your STD coverage would provide replacement for up to 60 percent of your weekly salary up to a maximum benefit of \$1,000 per week. Net benefits may be offset by net State disability.

## Voluntary Long-Term Disability Coverage —

Should you be disabled for a period longer than 90 days, your **Long-Term Disability (LTD)** policy would provide additional income protection for you. The LTD plan provides 60 percent income replacement up to a maximum of \$ 5,000 per month for the period of approved disability.

Other factors may impact the amount you may receive through the STD and LTD benefits. Please see your employee handbook or Human Resources for more detailed information.

**\*\*\*Please refer to the handouts in your enrollment packet for additional coverage information and rates.\*\*\***

**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.





## **2018-2019 EMPLOYMENT AGREEMENT**

### **Non-Teaching Staff Member (Full Time)**

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 30<sup>th</sup> day of May 2018, by and between the Toledo School for the Arts, an Ohio nonprofit corporation ("TSA" or "School") and **Jamie Lockwood** ("Staff Member"). In consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**I. EMPLOYMENT.** TSA hereby employs Staff Member and Staff Member hereby accepts such employment on the terms and subject to the conditions set forth herein. Staff Member represents and warrants to TSA that they are free to accept employment with TSA and that they have no prior or other employment or work obligations or commitments of any kind to any third party that would hinder or interfere with their acceptance and full performance of their duties hereunder. Further, Staff Member agrees not to and shall not during the term hereof enter into any employment, consulting, or compensation arrangement or agreement with any third party that would interfere with their responsibilities under this Agreement without the written consent of the Director.

**II. AREAS OF RESPONSIBILITY.** Staff Member will work generally as **School Treasurer** and will perform such duties as may be required by Board, at Board's sole discretion. Staff Member shall work on-site at the Board's primary location or other site assigned by Board, a minimum of five (5) days per week, a minimum of **250 days** per calendar year. Any job description given to Staff Member, as may be modified by the Board or Staff Member's direct supervisor, at their/its discretion, is attached hereto and incorporated herein as **Exhibit A**. The number of workdays may be amended from time to time by Board, at its sole discretion. Staff Member shall work on-site at the School's primary location or other site assigned by Board.

Staff Member shall oversee and implement the Community School Contract ("Contract"), the curriculum and the School's policies and procedures and the operations of the School.

Staff Member shall also attend all faculty or staff meetings, development and training sessions, special events or programs, open houses, faculty and staff meetings, Board meetings, professional development or recruitment events. Absence from any assigned functions will require advance approval by the Staff Member's direct supervisor whenever possible. Staff Member shall be thoroughly prepared to execute their responsibilities, and for meetings and other School functions as set forth herein or as otherwise required by the Board or is designee.

This Agreement shall at all times be conditioned upon and subject to the requirement that Staff Member shall hold any required certification or license necessary for the position.

**III. EFFECTIVE DATES AND TERMINATION.** This Agreement is effective beginning July 1, 2018, and shall continue in full force and effect until June 30, 2019 (the "Effective Period"), unless and until terminated pursuant to this Section.

Notwithstanding the Effective Period of this Agreement the employment of Staff Member may be terminated at any time for "cause." For purposes hereof, "cause" shall exist if Employee: (a) commits any fraud, theft, embezzlement, or act of dishonesty or misrepresentation in act or omission in the course of performing their duties hereunder; (b) misrepresents or fails to communicate any material fact, which misrepresentation or failure is injurious to the School; (c) is convicted of a crime deemed distasteful to Board; (d) fails to comply with any federal, state, or local law, rule, or regulation that applies to or otherwise affects their duties hereunder or their performance; (e) falsifies by act or omission any of the School's records; (f) commits any act of moral turpitude that in any way affects or is injurious to the School including its reputation; (g) secures or attempts to secure personally, directly or indirectly, any profit or advantage that would normally inure to the benefit of the School; (h) engages in any negligence or malfeasance, misfeasance, or nonfeasance in the performance of their duties hereunder; (i) has excessive absenteeism or lack of output of work; (j) breaches the provisions of paragraph V hereof; (k) suffers death of the

Employee; (l) is employed when or if the School dissolves or winds up its operations, or, if the School's Authorizer modifies or terminates its Contract in any way that causes termination; (m) is employed when there is a failure of the School to afford Employee's position or if the School suffers financial concerns at the sole discretion of the Director or the Board; (n) fails to abide by the policies, rules, regulations, or procedures of the School; (o) commits insubordination to the administration or Governing Board; (p) has mediocre or poor evaluations; (q) commits any ethical or professional misconduct, or conduct unbecoming to a Staff Member or licensed employee; (r) has poor classroom management skills; (s) fails to respond to deadlines for submissions, reports, tasks under Employee's job description as requested by administration of the School, or pursuant to requirements of state or federal law or the sponsor of the School; (t) breaches any term or provision of this Agreement, including but not limited to a breach of the Effective Period, which may be reported to the Department of Education; (u) fails to follow policies of the School; or (v) displays an inability to perform to the state standards when imparting curriculum to students in a manner for students to be proficient or to pass the required state tests.

Staff Member specifically acknowledges that this Agreement makes no promises of continued employment for renewed or subsequent terms from TSA or any of its representatives.

**IV. COMPENSATION.** Staff Member shall receive an annual salary of **\$62,424.00** during the Effective Period, which shall be payable in 24 equal installments of **\$2,601.00** subject, however, to termination before the end of the Effective Period, in which event Staff Member shall be paid only through their last date of work. Pay for less than the Effective Period shall be prorated proportionately. Subject to eligibility requirements, TSA shall make available to Staff Member such employee benefits and fringe benefits as it provides to its employees in similar positions and with similar compensation; benefits may be eliminated or changed by TSA from time to time, at its sole discretion. Deductions authorized by law or policy shall be made by TSA from the installments of compensation due to Staff Member.

**V. CONFIDENTIALITY AND NONSOLICITATION.** In the course of Staff Member's employment with TSA, Staff Member will have access to confidential information pertaining to TSA, the School's students, and TSA or School's operations and practices, including, but not limited to, services, techniques, computer programs, marketing practices and procedures, marketing strategies, business plans and strategies, future financial plans, future marketing plans, records, teaching methods, student lists, grades, test results, credit and financial information, cost structures, office procedures, and other trade secrets of TSA or its managed School, ("Confidential Information"). During the term of this Agreement, and after termination of Staff Member's employment with TSA, Staff Member shall not, directly or indirectly, disclose or convey Confidential Information to any person or entity, or use any Confidential Information for Staff Member's own benefit, for the benefit of any other person or entity, or to the detriment of TSA or the School, without TSA's prior written consent, except as may be required by a valid and enforceable order of a court or governmental authority. Further, Staff Member agrees to and shall take any and all reasonable steps to protect such Confidential Information from disclosure to any unauthorized third party.

Staff Member agrees that during and after any employment with the TSA, that Staff Member shall not employ, solicit for employment, enter into business with, or enter into any affiliation for business purposes with, or otherwise contract for the services of, any current or future employee of the TSA, except for non-school-related events or performances. This restriction lasts for two years from the end date of any employment with the TSA.

Staff Member hereby acknowledges and agrees that their actual or threatened breach or violation of this Section will in all likelihood cause substantial and irreparable damage to TSA, and shall entitle TSA, without the requirement of posting a bond or other security, to equitable relief including injunctive relief and specific performance. Such remedies shall not be the exclusive remedies for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to TSA. Further, Staff Member hereby agrees that if they are held by any court of competent jurisdiction to be in violation, breach, or nonperformance of this Section, they shall pay all costs of such related action or suit including reasonable attorney's fees incurred by TSA. The rights, duties, and obligations pursuant to this Section shall survive the termination of this Agreement, and shall continue to bind the parties hereto to their terms and provisions in perpetuity.

**VI. ADDITIONAL AGREEMENTS.** TSA and Staff Member mutually agree that:

Notwithstanding any specification or reference herein, this Agreement is subject to, and Staff Member must comply with, all applicable laws of the federal and state governments, the School's approved Community School Contract, and all bylaws, policies, procedures, rules, resolutions and regulations of TSA or the School as are in effect at any time during the term of this Agreement.

Staff Member will provide evidence of a valid Ohio driver's license and driver insurability under the applicable laws of the State of Ohio. TSA will provide vehicle and liability insurance if Staff Member is required to drive any TSA or School vehicle and/or any School student. The fee for performing BCII and FBI background checks will be borne by the Staff Member. This Agreement and TSA's obligations are conditioned upon the approval by TSA, at its discretion, of all background checks of Staff Member. Staff Member hereby authorizes and consents to the release of all background checks to the TSA Governing Board, top Administration, School's Governing Board, Authorizer of the School, and the Ohio Department of Education. This Agreement and TSA's obligations hereunder are contingent upon TSA being adequately funded and being and remaining in operation for the term of this Agreement.

All records, files, materials, documents, and equipment relating to TSA's operations (the "Materials"), which TSA or the School supplies to Staff Member or which Staff Member prepares, uses, or comes into contact with in the course of their employment with TSA, shall be and remain TSA's sole property and shall be returned to TSA upon termination of Staff Member's employment. The Materials shall be in the same condition as when supplied by TSA or the School, normal wear and tear excepted.

**VII. REPRESENTATIONS.** Staff Member acknowledges and represents (a) that they have not relied upon any representation with respect to the subject matter of the Agreement except as set forth herein and (b) that they have relied upon their own judgment in entering into the Agreement, and (c) that they have not been induced to enter into the Agreement as a result of any representations by TSA, its affiliates, operator, agents, or representatives, regarding the availability of additional employment opportunities with TSA.

TSA's Governing Board have relied upon Staff Member's representations made in their employment application, resume, and interview(s) with regard to Staff Member's education and work experience in offering them employment at TSA, as well as all status as highly qualified under federal and state law. Staff Member's representations to TSA are a material factor in its entering into this Agreement and are incorporated by reference into this Agreement.

**VIII. MISCELLANEOUS PROVISIONS.** This Agreement contains the complete agreement between the parties concerning Staff Member's employment with TSA hereunder and supersedes all other prior agreements or understandings (whether oral or written) between the parties with respect to the subject matter hereof. This Agreement may only be amended or modified in writing executed by both of the parties hereto.

The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party. No waiver of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or notification shall be offered or received in evidence at any proceeding or litigation between the parties arising under this Agreement, unless such waiver or notification is in writing and duly executed.

All agreements and covenants contained herein are severable. The invalidity or unenforceability of any provision of this Agreement as applied to a particular occurrence or circumstance or otherwise shall not affect the continued validity and enforceability or applicability of any other provision of this Agreement. This Agreement shall be deemed to have been entered into and to be performed in the State of Ohio and shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.

**THIS OFFER OF EMPLOYMENT REMAINS OPEN ONLY UNTIL June 8, 2018, AND EMPLOYEE MUST EXECUTE AND RETURN THIS ORIGINAL AGREEMENT BEFORE THAT DATE. AFTER June 8, 2018 AT 5 PM, TSA REVOKES THIS OFFER AND WILL PROCEED TO FILL THIS POSITION WITH ANOTHER PARTY.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and date set forth herein above.

  
\_\_\_\_\_  
Jamie Lockwood

Toledo School for the Arts

By: 

Its: Board President

**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**

**JAMIE LYNN LOCKWOOD**

THIS LICENSE AWARDED TO

**OH3082891**

EDUCATOR STATE ID

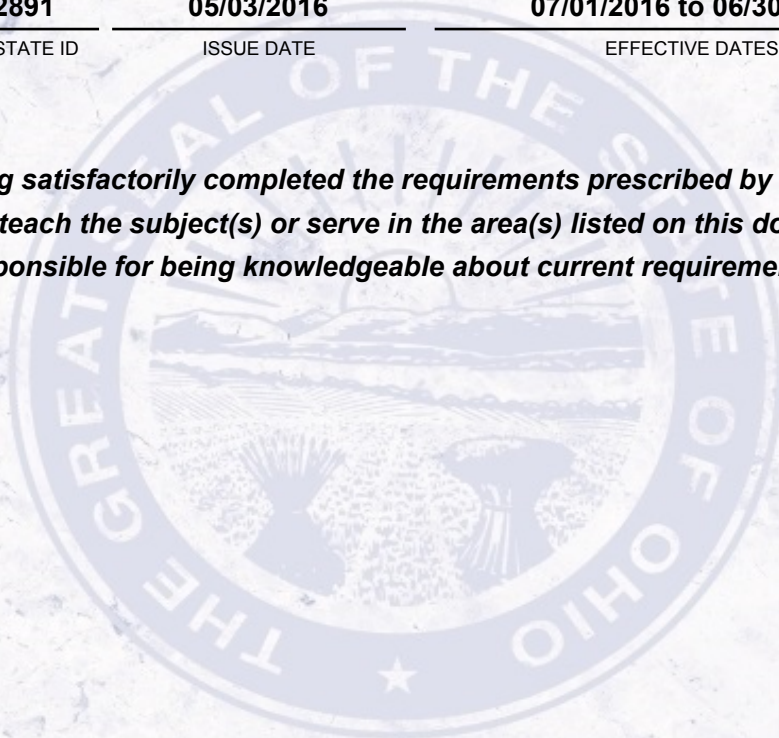
**05/03/2016**

ISSUE DATE

**07/01/2016 to 06/30/2021**

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 # 21259866**

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

**ATTACHMENT 9.4**  
**FISCAL BOND OR POOLED INSURANCE**

1. Treasurer's Bond
2. Pooled Insurance (if applicable)

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

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

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.

THE  
**CINCINNATI**  
INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: 6750133  
Bond Amount: \$250,000.00  
Bond Origination Date: November 21, 2016

Principal:

Jamie L. Lockwood  
6371 N 3RD ST  
OAK HARBOR, OH 43449-9445

Obligee:

State of Ohio c/o Toledo School for the Arts  
333 14TH ST FL 4  
TOLEDO, OH 43604-7713

It is expressly understood and agreed that the subject bond and all renewal or continuation certificates attached thereto (including this one) are not cumulative, and that the total liability of THE CINCINNATI INSURANCE COMPANY under the attached bond and all such renewal or continuation certificates shall not exceed the penalty named in the subject bond.

This bond is extended to 11/21/2019

Signed and sealed this 6th day of September 2018



THE CINCINNATI INSURANCE COMPANY

*Holly R Carver*  
\_\_\_\_\_  
ATTORNEY-IN-FACT Holly R Carver

Agency: USI Insurance Services LLC 34120  
One SeaGate Ste 1800  
Toledo, OH 43604

BN-1003(3/97)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

6750133

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

Holly R Carver

of Toledo, 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, Forty Million and No/100 Dollars (\$40,000,000.00).

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

*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.



*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 6th day of September 2018



*Beggy J. Schlem*

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.



Over/(Under) Operating and Nonoperating Disbursements	\$ 34,517	\$ 128,822	\$ (126,918)	\$ (365,585)	\$ (75,151)	\$ (86,182)	\$ (104,735)	\$ (60,295)
Fund Cash Balance Beginning of Fiscal Year	\$ 1,112,814	\$ 1,147,331	\$ 1,276,153	\$ 1,149,234	\$ 783,649	\$ 708,498	\$ 622,317	\$ 517,581
Fund Cash Balance End of Fiscal Year	\$ 1,147,331	\$ 1,276,153	\$ 1,149,234	\$ 783,649	\$ 708,498	\$ 622,317	\$ 517,581	\$ 457,287

### **Assumptions**

#### **Staffing/Enrollment**

	Actual			Forecasted				
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
Total Student FTE	671	684	683	683	683	683	683	683
Instructional Staff	50.75	57.50	58.00	58.00	57.00	57	57	57
Administrative Staff	8	8.00	9.00	9.00	9.00	9	9	9
Other Staff	22.25	21.75	22.00	22.00	21.50	21.5	21.5	21.5

#### **Purchased Services**

Rent	\$ 9,600.00	\$ -	\$ -	\$ 8,400.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00
Utilities	77,020.09	82,708.56	69,342.00	72,600.00	72,300.00	73,746.00	75,220.92	76,725.34
Other Facility Costs	90,483.97	37,749.93	27,551.00	65,500.00	45,000.00	45,900.00	46,818.00	47,754.36
Insurance	18,323.00	19,637.00	20,502.00	20,500.00	15,000.00	15,300.00	15,606.00	15,918.12
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	-	-	108,438.00	100,000.00	100,000.00	102,000.00	104,040.00	106,120.80
Audit Fees	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Transportation	14,837.50	16,463.75	13,076.00	14,000.00	10,000.00	10,200.00	10,404.00	10,612.08
Legal	59,071.00	100,913.91	89,851.00	75,000.00	75,000.00	76,500.00	78,030.00	79,590.60
Marketing	14,293.97	12,943.27	10,582.00	16,200.00	8,850.00	9,027.00	9,207.54	9,391.69
Consulting	-	-	-	-	-	-	-	-
Salaries and Wages	80,232.00	94,799.47	35,576.00	36,482.00	36,482.00	37,211.64	37,955.87	38,714.99
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	17,645.84	18,385.18	49,434.00	63,800.00	42,000.00	42,840.00	43,696.80	44,570.74
Technology Services	30,867.54	46,342.16	31,875.00	42,700.00	37,700.00	38,454.00	39,223.08	40,007.54
Food Services	135,357.65	130,229.75	127,702.00	125,240.00	128,000.00	130,560.00	133,171.20	135,834.62
Other	182,619.64	233,748.02	295,623.00	195,605.00	165,823.00	169,331.36	172,910.09	176,560.29
Total	\$ 730,352.20	\$ 793,921.00	\$ 879,552.00	\$ 836,027.00	\$ 745,755.00	\$ 760,670.00	\$ 775,883.50	\$ 791,401.17

#### **Financial Metrics**

Debt Service Payments	\$ 303,972	\$ 305,867	\$ 303,015	\$ 276,564	\$ 276,564	\$ 276,564	\$ 276,654	\$ 276,654
Debt Service Coverage	1.11	1.42	0.58	-0.32	0.73	0.69	0.62	0.78
Growth in Enrollment	0.00%	1.94%	-0.15%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	-4.97%	-70.19%	170.26%	-7.47%	-13.21%	-16.91%	-87.53%
Growth in Operating Receipts	0.00%	4.47%	-0.21%	-0.31%	3.25%	2.82%	2.79%	2.80%
Growth in Non-Operating Receipts/Expenses	0.00%	-5.26%	-19.33%	8.94%	-12.24%	1.87%	1.27%	1.30%
Days of Cash	0.18	0.18	0.20	0.17	0.12	0.11	0.09	0.08

#### **Assumptions Narrative Summary**

Fiscal Year 2018-2019 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$2,320,000.00	\$ 153,333.00	\$ 123,231.00	\$2,043,436.00	BNY
Capital Leases	\$ 232,277.59	\$ 115,779.63	\$ 7,466.58	\$ 109,031.38	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$2,552,277.59</b>	<b>\$ 269,112.63</b>	<b>\$ 130,697.58</b>	<b>\$2,152,467.38</b>	

**Assumptions Narrative Summary: Toledo School for the Arts**

**Operating Receipts**

**State Foundation**

As a community school sponsored by Bowling Green State University, Toledo School for the Arts receives most of its revenues from the state based on the number of students enrolled. Due to building constraints, Toledo School for the Arts enrollment is capped at 700 ADM. For forecasting purposes, 683 ADM is used to account for attrition throughout the school year. Toledo School for the Arts does not accept new students mid-year. Due to the cap in enrollment, the only increase in Foundation payments is whatever is decided during the state budgeting process. As of April 24, 2019, the budget for FY'20 had not been released, therefore, a 3% increase was used.

**Charges for Services**

This category encompasses revenue from student lunch/breakfast payments, Academy 333 (summer arts camp) and online classes. The online class option was a new offering last FY. This category of funding is not expected to change.

**Fees**

Toledo School for the Arts requires each student that is not on free/reduced lunch, to pay \$50 for iPad insurance and \$200 for materials and supplies. There is also a \$20 sibling discount allowed for siblings of active students. Graduating students (not on free and reduced lunch) are required to pay a \$80 graduation fee. This category is expecting to decrease due to TSA no longer collecting money for the 6th grade camp.

**Other**

Toledo School for the Arts receives revenue from products produced by students/staff in multiple mediums. Examples of these mediums are glass and silk screen.

**Operating Disbursements**

**Salaries**

Employees are paid out of both general and federal grant funds. Raises ranging from 3-6% were given to the majority of returning employees.

Salaries are estimated to be 58% of the budget. Minimal raises (3-6%) are included in the forecast. TSA will have a 1.5 FTE reduction going into FY'20.

**Fringe Benefits**

Benefits include Medicare, Workers' Compensation, retirement and unemployment. In addition, TSA provides single health, dental, vision and life insurance coverage to its staff. These benefits are 18% of the budget. Fringe Benefits are budgeted to increase annually by 6%. TSA's employees began contributing 10% annually to the medical insurance premium beginning FY 19.

**Purchased Services**

Purchased services are the second largest expenditure (13%) item after salaries and benefits. The five largest general fund purchased service items are “other services”, food service contract, Sponsorship fee, legal fees and utilities. “Other services” include items such as, venue rentals for performances, meeting expenses, postage, printing and college credit plus tuition. Minimal increases for inflation were projected for FY 2019 – FY 2023.

**500 Supplies and Materials**

General fund material and supplies make up approximately 5% of the entire budget. Minimal increases for inflation were projected for FY 2019 – FY 2023.

**600 Capital Outlay -New**

Capital Outlay is has the least impact on the budget for FY '18. This is due to capital lease (iPads/.workstations) payments being made in FY '17. Those expenses will appear in this category in FY '19.Minimal increases for inflation were projected for FY 2019 – FY 2023. Capital Lease payments begin dropping of in FY' 21.

**800 Other**

TSA is anticipating that Other expenses will decrease due to a bond refinancing that is expected to take effect in November 2018, which will allow TSA to save in interest payments.

**Nonoperating Receipts/(Disbursements)**

**Federal Grants**

TSA also receives funds from federal grants to provide programs and services for students.

Service Grants. Federal grants are projected to increase based on student enrollment forecasting.

**State Grants (3200, except 3211)**

**Restricted Grants (3219, Community School Facilities**

**Grant)**

This category consists of revenue for Career Technical Funding and Connectivity grants. Career Technical funding is based on the number of students enroll in those programs.

**Donations (1820)**

TSA relies on donations and proceeds from productions to bridge the gap between expenses and revenue received from Government sources.

**Interest Income (1400)**

**Debt Principal Retirement**

Bond payment to BNY for project financed through the Lucas County Post Authority

**Interest and Fiscal Charges**

Bond payment interest to BNY for project financed through the Lucas County Post Authority. This bond is being refinanced and expecting to see that reflected in FY '19.

**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/errors and omissions coverage (at least \$1 million per occurrence, not claims-made coverage)
  - d. Property insurance
  - e. Business interruption insurance
  - f. Contractual liability insurance

**NOTE:** Insurance coverage must be for the School, Governing Authority, and its Directors, Officers, and employees. The coverage must also include Sponsor and its Board of Trustees, officers, and employees as additional insureds and certificate holders on its general liability and directors and officers liability coverage (as extended by the excess or umbrella policy) and must be deemed primary to Sponsor's other collectible insurance as to matters of Sponsor's sponsorship of the School. 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT  
SCHOOLS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured – By Contract, Agreement or Permit	Included	4
Additional Insured – Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

**A. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions;
  - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.;
  - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. Other Insurance, Paragraph b. Excess Insurance
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
  - a. \$300,000; or
  - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**B. Extended "Property Damage"**

**SECTION I - COVERAGES. COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph a. is deleted and replaced by the following:

- a. **Expected or Intended Injury**  
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Supplementary Payments**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items 1.b. and 1.d.



are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

**E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

**F. Employee Indemnification Defense Coverage**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

**G. SECTION II - WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
  - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
  - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
  - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
  - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
    - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

- (1) This provision does not apply:

- (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
- (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
- (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.

- (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:

- (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (ii) Supervisory, inspection, or engineering services.

- (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:

- (a) To any "occurrence" which takes place after the equipment lease expires; or
- (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

- (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:

- (a) Any "occurrence" which takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.

- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

- (1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  - (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
  - (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

**H. Per Campus – General Aggregate**

**1. SECTION III – LIMITS OF INSURANCE, Paragraph 2., is amended to the following:**

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
  - (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - (a) Insureds;
    - (b) Claims made or "suits" brought; or
    - (c) Persons or organizations making claims or bringing "suits".
  - (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
  - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

**2. SECTION V – DEFINITIONS is amended by adding the following:**

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**I. Duties in the Event of Occurrence, Claim or Suit**

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.
  
2. The requirement in Paragraph 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.

**J. Other Insurance – Primary Additional Insured**

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. **Primary Insurance** - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.
- b. **Excess Insurance** - This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
  - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
  - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. **Method of Sharing** - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

**K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy**

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **OTHER INSURANCE**, Paragraph b. **Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**L. Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**M. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**N. Bodily Injury - Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

**O. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

- 1. **SECTION V – DEFINITIONS**, Paragraph 14. b. is revised to read:
  - b. Malicious prosecution or abuse of process:
- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**P. Transfer of Rights of Recovery Against Others To Us**

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**Q. Science Laboratory "Occurrence"**

**SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY**, Subsection 2. **Exclusions**, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

**R. Medical Incident Liability-Nurse and Athletic Trainer**

1. **SECTION II – WHO IS AN INSURED**, Subparagraph 2.a. (1) (d) is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS**, 13. is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

POLICY NUMBER: PHUB636693



**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**COMMERCIAL UMBRELLA LIABILITY INSURANCE  
POLICY DECLARATIONS**

Philadelphia Indemnity Insurance Company	735 USI Insurance Services LLC One SeaGate Ste 1850 Toledo, OH 43604  (419) 243-1191
NAMED INSURED: Toledo School For the Arts  MAILING ADDRESS: 333 14th St Toledo, OH 43604-5459  POLICY PERIOD: FROM <u>07/01/2018</u> TO <u>07/01/2019</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ <u>5,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>5,000,000</u> Any one person or organization
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>5,000,000</u>
GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to Auto Liability and Products Completed Operations)	\$ <u>5,000,000</u>

RETAINED LIMIT	
RETAINED LIMIT:	\$ <u>10,000</u>





**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHILY.com

**Philadelphia Indemnity Insurance Company**

**EDUCATORS PROFESSIONAL SELECT POLICY**

**THIS IS A CLAIMS MADE POLICY - PLEASE READ IT CAREFULLY AND CONTACT YOUR AGENT IF YOU HAVE ANY QUESTIONS. YOUR POLICY APPLIES ONLY TO "WRONGFUL ACTS" THAT OCCUR ON OR AFTER THE RETROACTIVE DATE, IF ANY, AND PRIOR TO THE END OF THE "POLICY PERIOD". YOUR POLICY APPLIES ONLY TO CLAIMS (I) FIRST MADE AGAINST THE INSURED ON OR AFTER THE INCEPTION DATE AND PRIOR TO THE END OF THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD; AND (II) REPORTED PRIOR TO THE END OF THE POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE RETENTION.**

POLICY NO. **PHPK1844646**

Item 1. Educational Institution - Named Insured: <b>Toledo School For the Arts</b>																									
Item 2. Address: <b>333 14th St Toledo, OH 43604-5459</b>																									
Item 3. Policy Period:	Inception Date: <b>07/01/2018</b> Expiration Date: <b>07/01/2019</b> (12:01 A.M. at the address stated in Item 2.)																								
Item 4. Retroactive Date:	<b>07/01/2006</b> (Enter Date or "None" if No Retroactive Date Applies)																								
Item 5. Limits of Liability:	<p style="text-align: center;"><b>Coverage Part</b></p> <table> <tr> <td>\$</td> <td>1,000,000</td> <td>Educators Legal Liability Each Claim</td> <td>Limit of Liability</td> </tr> <tr> <td>\$</td> <td>1,000,000</td> <td>Educators Legal Liability Aggregate</td> <td>Limit of Liability</td> </tr> <tr> <td>\$</td> <td>1,000,000</td> <td>Employment Practices Liability Each Claim</td> <td>Limit of Liability</td> </tr> <tr> <td>\$</td> <td>1,000,000</td> <td>Employment Practices Liability Aggregate</td> <td>Limit of Liability</td> </tr> <tr> <td>\$</td> <td>100,000</td> <td>Non-Monetary Defense Expense Each Claim</td> <td>Limit of Liability</td> </tr> <tr> <td>\$</td> <td>300,000</td> <td>Non-Monetary Defense Expense Aggregate</td> <td>Limit of Liability</td> </tr> </table> <p style="text-align: center;"><input checked="" type="checkbox"/> Limits are Shared. See Endorsement</p>	\$	1,000,000	Educators Legal Liability Each Claim	Limit of Liability	\$	1,000,000	Educators Legal Liability Aggregate	Limit of Liability	\$	1,000,000	Employment Practices Liability Each Claim	Limit of Liability	\$	1,000,000	Employment Practices Liability Aggregate	Limit of Liability	\$	100,000	Non-Monetary Defense Expense Each Claim	Limit of Liability	\$	300,000	Non-Monetary Defense Expense Aggregate	Limit of Liability
\$	1,000,000	Educators Legal Liability Each Claim	Limit of Liability																						
\$	1,000,000	Educators Legal Liability Aggregate	Limit of Liability																						
\$	1,000,000	Employment Practices Liability Each Claim	Limit of Liability																						
\$	1,000,000	Employment Practices Liability Aggregate	Limit of Liability																						
\$	100,000	Non-Monetary Defense Expense Each Claim	Limit of Liability																						
\$	300,000	Non-Monetary Defense Expense Aggregate	Limit of Liability																						



# PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

## Philadelphia Indemnity Insurance Company

### COMMON POLICY DECLARATIONS

**Policy Number:** PHPK1844626

**Named Insured and Mailing Address:**

Toledo School For the Arts  
333 14th St  
Toledo, OH 43604-5459

**Producer:** 735

USI Insurance Services LLC  
One SeaGate Ste 1850  
Toledo, OH 43604

**Policy Period From:** 07/01/2018 **To:** 07/01/2019

(419)243-1191

at 12:01 A.M. Standard Time at your mailing  
address shown above.

**Business Description:** Charter School

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	3,222.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	4,002.00
Businessowners	
Workers Compensation	
UltimateCover Property Coverage Part	5,396.00
Employee Benefits	500.00
Sexual/Physical Abuse	257.00
Stop Gap Liability	525.00
<b>Total</b>	<b>\$ 13,902.00</b>
Total Includes Federal Terrorism Risk Insurance Act Coverage	<b>140.00</b>

**FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE**  
**Refer To Forms Schedule**

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

President and CEO

Philadelphia Indemnity Insurance Company

Locations Schedule

Policy Number: PHPK1844626

Prem. No.	Bldg. No.	Address
--------------	--------------	---------

---

0001	0001	333 14th St Toledo, OH 43604-5459
------	------	--------------------------------------

**Philadelphia Indemnity Insurance Company**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy Number: PHPK1844626

Agent # 735

See Supplemental Schedule

**LIMITS OF INSURANCE**

\$	2,000,000	General Aggregate Limit (Other Than Products -- Completed Operations)
\$	2,000,000	Products/Completed Operations Aggregate Limit
\$	1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$	1,000,000	Each Occurrence Limit
\$	100,000	Rented To You Limit (Any One Premises)
\$	5,000	Medical Expense Limit (Any One Person)

**FORM OF BUSINESS: NON PROFIT ORGANIZATION**

Business Description: Charter School

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

**AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.**

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops	Prem./ Ops.	Prod./ Comp. Ops.
<b>SEE SCHEDULE ATTACHED</b>						
<b>TOTAL PREMIUM FOR THIS COVERAGE PART:</b>					\$ 3,222.00	\$

**RETROACTIVE DATE (CG 00 02 ONLY)**

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: NONE

**FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule**

\_\_\_\_\_  
Countersignature Date

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

**ULTIMATECOVER  
PROPERTY COVERAGE PART DECLARATIONS**

**Policy Number** PHPK1844626

**Effective Date:** 07/01/2018

**Expiration Date:** 07/01/2019  
12:01 a.m., Standard Time

Extension of Declarations is attached

**Business Description**

Charter School

**Description of Premises**

<b>Prem. No.</b>	<b>Bldg. No.</b>	<b>Location, Construction and Occupancy</b>
0001	0001	333 14th St Toledo, OH 43604-5459 SCHOOLS - POST SECONDARY

FIRE RESISTIVE

**Limits of Insurance**

Insurance applies only for coverage for which a Limit of Insurance is shown.

**Property at Specified Premises**

<b>Prem. No.</b>	<b>Bldg. No.</b>	<b>Your Business Personal Property</b>	<b>Personal Property of Others</b>	<b>Buildings</b>
0001	0001	\$ 1,295,000		\$ 4,373,040

Personal Property at Location not Specifically Identified: \$100,000, unless a higher limit is shown on the Additional Coverage Summary Declarations.

Personal Property in Transit: \$50,000, unless a higher limit is shown on the Additional Coverage Summary Declarations.

These declarations are part of the policy declarations containing the Name of the Insured and the policy period.

**Applications of Limits**

---

- Specific  Blanket - See Form PI-ULTD-006  
 Exceptions:

**Deductibles**

---

Building \$ 1,000 Business Personal Property \$ 1,000 Transit \$

**Coinsurance**

---

- 80%  90%  100%  Agreed Value

**Mortgage Holders**

---

Prem. No. Bldg. No. Mortgage Holder Name and Address

SEE SCHEDULE ATTACHED

**Forms and Endorsement**

---

Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:  
See Schedule of Forms and Endorsements attached.

**Premium**

---

Premium for this Coverage Part \$ 5,396.00

## BUSINESS INCOME WITH EXTRA EXPENSE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G., Definitions.

### COVERAGE SUMMARY

**Coinsurance Option** - applicable only if a percentage is indicated in the schedule below.

Premises No.	Building No.	Coverage (I)	Limit of Insurance	Coinsurance Option
0001	0001	(I)	\$ 1,000,000	100%

**Optional Coverages** - applicable only when entries are made in the schedule below.

Premises No.	Building No.	Monthly Limit Of Indemnity (Fraction)	Maximum Period of Indemnity (X)	Extended Period of Indemnity (Days)	Agreed Value Amount (\$)
0001	0001	NONE		NONE	

#### A. Coverage

1. Coverage is provided as described below for one or more of the following options for which a Limit of Insurance is shown in the Coverage Summary above:

- (I) Business Income including "Rental Value."
- (II) Business Income other than "Rental Value."
- (III) "Rental Value."

If option (I) above is selected, the term Business Income will include "Rental Value." If option (III) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Form apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical "loss" to property at the premises described in the Declarations, or within 1000 feet of the premises, caused by or resulting from any of the Covered Causes of Loss.

Page 1 of 13

Includes copyrighted material of ISO Commercial Risk Services, Inc., with its permission.  
Copyright, ISO Commercial Risk Services, Inc., 1994.

# ATTACHMENT 11.6

## PERFORMANCE ACCOUNTABILITY FRAMEWORK

BGSU is responsible to provide monitoring, oversight and technical assistance to the community schools it sponsors. This attachment describes a comprehensive performance accountability and compliance monitoring system. It also provides the information that will be used in making rigorous and standards-based renewal, revocation and intervention decisions. At the core of these decisions, BGSU considers the well-being and interests of the students served by the community school.

This attachment includes:

- (a) The framework by which BGSU will assess the performance of the school;
- (b) The interventions and technical assistance that BGSU may utilize; and
- (c) The academic and non-academic performance goals of the school.

This Performance Framework will be utilized throughout the life cycle of the school to communicate the school's performance to staff, governing authority, and other stakeholders.

It is the mutual obligation that drives BGSU's Performance Framework- a collaborative effort with the common objective of providing Ohio students with a high quality education that prepares them for post-graduation academic and career success.

The Performance Framework is a living document, subject to continuous review and improvement.

### A. Performance Assessment

The Performance Assessment details several items that BGSU will review in its oversight of the School as part of its normal oversight or through a high stakes review. BGSU will conduct a high stakes review of the school upon renewal, and at least every five years, and may conduct additional reviews at any other point that BGSU deems necessary, at our discretion. If an issue arises or is discovered, BGSU will utilize targeted intervention(s) listed under section B below, including any technical assistance necessary to assist the School.

#### Overall- Areas of Assessment

- Mission and Vision Statements
- Governance
- Fiscal or Financial Matters
- Operations, Recordkeeping, Reporting and Data
- Special Education and Other Diverse Learning Needs
- Academics

#### Mission & Vision Statements

- Clear and specific mission statement
- Relevant and compelling vision statement
- Evidence of progress in meeting mission and vision
- Evidence of mission-driven decision-making in policies, curriculum, and programming



## **Governance**

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)
- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes
- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

## **Financial or Fiscal Matters**

- Timely submission of financial documentation to Sponsor, including:
  - Making Sense out of Dollars Report
  - Current Financial Picture/Cash Position
  - Graphs for Income
  - Expenses and Development Activity
  - Statement of Activity
  - Financial Summary Report (FINSUM)
  - Cash Reconciliation
  - Budget Ledgers (with detailed transaction reports)
  - Outstanding Accounts Payable
- Red flag financial concerns: significant changes in enrollment, significant changes in policy environment, loss of a particular revenue stream, facility changes, significant turnover in leadership
- Timely payment on all loans/debts
- Financial audit, including timely follow-up on findings and/or material non-compliance
- Solid business plan and clear evidence of capacity to carry out plan
- Sound management and competence in understanding of proper use of public funds
- Grounded in professional standards for sound financial operations and sustainability
- Consistency of financial reporting at governing authority meetings
- Other finance related compliance reports

---

## Operations, Record-Keeping, Reporting, and Data

- Fair treatment, non-selective, and non-discriminatory access in admissions
- Fair and consistent treatment in discipline, with a focus on positive behavioral intervention supports
- Timely and accurate reporting to state data systems
- Appropriate attendance record-keeping and addressing excessive flagging
- Timely response to sponsor requests on interventions and routine compliance follow-ups
- Compliance with public records law, including trained public records officer
- Annual report with clear and accurate performance data

## Special Education and Other Diverse Learning Needs

- Appropriate services for all students
- Appropriate access, education, support services and outcomes for students with special education and other diverse learning needs, including English language learners, migrant, and homeless students
- Compliance with policies and procedures for identification, evaluation, and referral of students with disabilities under IDEA and Section 504
- Compliance with all state and federal timelines and reporting requirements
- Proper due process notifications
- Appropriate discipline administration and discipline training for staff, including restraint, seclusion and positive behavioral intervention supports

## Academic Measures

The School should be prepared to assess every measure listed below, and every component of every measure with data. This will enhance targeted assistance. 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. The School understands that, every year, additional measures and components may be added and graded and that an overall grade will be calculated starting in Fiscal Year 2018. Recognizing that state-mandated assessments and ratings are subject to change, the parties reserve the right to review and reconsider performance-related metrics within the Academic Performance Framework. The measures assessed include, but are not limited to:

- **Achievement-** This measure represents whether student performance on state tests meets established thresholds and how well students performed on tests overall. Achievement includes the Performance Index, which assesses the achievement of every student and assigns points for each level of achievement. The Achievement measure also includes Performance Indicators. The indicators show how many students have a proficient level of knowledge. Schools “meet” an indicator when a designated percentage of students score proficient or higher. Anything below a “C” grade will require targeted assistance.
- **Progress-** This measure represents the growth that students are making based on their past performances. The “Value-Added” measures include All Students, Gifted Students, Students in the Lowest 20% of Statewide Achievement, and Students with Disabilities. Anything below a “C” grade will require targeted assistance.

- 
- **Gap Closing-** This measures how well schools are meeting performance expectations for vulnerable populations of students in English language arts, math, and graduation rates, by measuring each group against the collective performance of all students in Ohio. Anything below a “C” grade will require targeted assistance.
  - **Graduation Rate-** This measures the percentage of students who successfully finish high school in four or five years. Anything below a “C” grade will require targeted assistance.
  - **K-3 Literacy-** If applicable, this measures how successful schools are at getting struggling readers on track to proficiency by the end of third grade. Anything below a “C” grade will require targeted assistance.
  - **Prepared for Success-** This measures whether graduates are prepared for college and/or career opportunities. Prepared for Success measures preparedness by looking at College Admissions Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate participation and scores. Anything below a “C” will require targeted assistance.
  - **Other Measures of Academic Success-** This may include:
    - Other assessments conducted by the school (STAR, etc.)
    - Ohio Improvement Process (if applicable)
    - Assessments and interventions required by Third Grade Reading Guarantee (if applicable)
    - Incorporation of Common Core analytic understanding
    - Mission-specific performance measures of academic success
    - Special Education Program
    - Comparison of student performance data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
    - Post-secondary readiness , if applicable

### **Non-Academic Measures**

The purpose of the non-academic framework is to establish and communicate the compliance-related standards by which BGSU will monitor and evaluate the School. Non-Academic measures include, but are not limited to:

- Mission and Vision Statements
- Attendance
- Parent Satisfaction
- Governing Board Performance
- Organizational and Operational Performance
- Financial Performance and Sustainability

---

## **B. Technical Assistance, Interventions and Statutory Consequences**

The technical assistance and interventions listed below provide guidance and notice for the types of intervention that BGSU may take if the School fails to perform satisfactorily in the areas reviewed as through the performance assessment framework or if the School does not meet its contract goals. BGSU will make attempts to both streamline and customize interventions based on the School's operational structure and mission. The interventions may occur as part of a Corrective Action Plan or independently.

Many of the interventions listed below require BGSU to provide technical assistance. BGSU has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies. All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies, or cures imposed by Sponsor may be, but are not limited to the following:

### **Mission and Vision Statements Interventions:**

- BGSU technical assistance in reaching the mission of the school and to assess the ability of the school to realize its mission, which may include aspects of culture, parent satisfaction, or other visions stated but the school in its contracts, curriculum, or programming.
- BGSU assessment of leadership with the Board administration and mutual plan to correct weakness meeting the mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at school's cost
- Leadership training in area of desired goals, why they are not being reached, or how to reach them effectively, at school's cost
- Other tailored interventions based on the specific circumstances

### **Governance Interventions:**

- BGSU technical assistance
- Targeted technical assistance in procedure, minutes, motions, notices, or similar governance matters
- Workout session held by BGSU
- Recommendations of BGSU to be followed by Board as to dysfunctions and options for resolving them
- Review and required changes of Code of Regulations, governance policies, or other rules or practices affecting governance
- Clear guidance written into policy and adheres to guidance, as to roles and responsibilities
- Required agreement of Board to dismiss board member or officer violating policy, law, procedure, rules, the code, or other customary good governance precepts
- Training using trainer suggested by or acceptable to BGSU, at school's cost
- Other tailored interventions based on specific circumstances

### **Fiscal or Financial Matters Interventions:**

- BGSU technical assistance
- Enhanced and more accurate financial reports required, such as additional financial documentation, debt-to-asset ratios, cash flow analyses, requirements of debt to service coverage ratios, enrollment

---

variances and withdrawal frequencies, requirement of minimum unrestricted cash and increased transparency enhancements for analytical purposes

- Compliance plans for recurring or material findings
- Contingency plans addressing potential shortfalls or other disruptive events
- Finance committee or finance expert on the board
- Pre-audit exercise with qualified treasurer consultant, at school's cost
- Independent training, at school's cost
- Other tailored interventions based on the specific circumstances

#### **Special Education or Other Diverse Learning Needs Interventions:**

- BGSU technical assistance, including but not limited to BGSU audit of files
- Legal review of practices and procedures targeted to issues discovered, at school's cost
- State audit of files and State training, at school's cost (if any cost required)
- Training, at school's cost
- Independent audit, at school's cost
- Other tailored interventions based on specific circumstances

#### **Academic Interventions:**

- BGSU technical assistance
- Targeted assistance by BGSU as defined below
- Face-to-face meetings and increased reporting to BGSU on progress
- Checklists, plans to cure, periodic data reporting
- Revisions to Ohio Improvement Plan
- Required academics or professional assistance
- Parent engagement to support students in academics, attendance and curriculum
- Curriculum Mapping
- Study of Ohio's New Learning Standards and/or the Next Generation of Assessments in Ohio
- OTES and OPES, or professionally drafted evaluations of staff, approved by BGSU
- Required training on the Ohio report card indicators or components
- Targeted coaching, at school's cost
- Targeted tutoring before or after school and/or weekends, at the school's cost

#### **Targeted Academic Interventions and Assistance**

Designation on the Ohio Local Report Card of a D or F in any measure, a drop of more than one grade level in any component or measure, or designation of "Does Not Meet Standards" for a dropout presentation and recovery school will trigger a targeted intervention for a School. BGSU may also require targeted intervention for any academic contract goal not met, as delineated in the Performance Framework attachment of the school contract.

The first step of that intervention will be the school's submission of all data which make up the measure, or components of the measure, and analysis as to which components have cause the grade of D or F. Reports on academic data for all measures and components of the Ohio Local Report Card will be required and submitted

---

to BGSU within thirty days of receipt or failure to meet an academic contract goal. The School must list each component with all proof of accurate data to support it.

Also BGSU and the school's executive director or administrator(s) will work together to develop a Corrective Action Plan (CAP), which must be finalized within thirty (30) days of receipt of relevant data. The CAP must be reviewed by the School's Governing Authority prior to finalization.

All academic interventions will require a thorough understanding of weakness, based on data and tools recommended by BGSU, a thorough understanding of which measure and which component within a measure the weakness occurs, and the targeted plan to cure the particular weaknesses, whether it be Graduation Rate, K-3 Literacy Improvement, Prepared for Success, Achievement, Progress or Gap Closing, or any other measure now assessed or required to be assessed in the future.

Each plan to cure the weakness will require monthly reporting to BGSU with a narrative as to how the plan is achieving progress. If the plan shows lack of progress, after two months of data, the plan will be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

### **Non-Academic Contract Goal and Other Contract Violation Intervention and Assistance**

BGSU will assess the School's progress toward meeting its non-academic contract goals, as delineated in the Performance Framework, as part of its annual evaluation and report to the School. If the School has failed to meet or is not on track toward meeting any of these contract goals, or if BGSU has identified any additional material weaknesses, BGSU will notify the School's Chief Administrative Officer/Director, Governing Authority President, and Operator, if applicable.

BGSU will also provide notification to the School's Chief Administrative Officer/Director, Governing Authority President, and Operator, if applicable, for all material contract violations or other violations of federal or state law, rules, or regulations, within ten (10) business days of actual knowledge of such a violation.

The School must cure the identified violation or weakness within thirty (30) days, or within a reasonable timeframe agreed upon with BGSU, depending on the nature of the circumstances. If the School has not presented adequate evidence of having cured the violation within this timeframe, BGSU will work with the School's Chief Administrative Officer or his/her designee to develop a CAP, which must be finalized within thirty (30) days. The CAP must be reviewed by the School's Governing Authority prior to finalization.

Once the CAP is finalized, the School must report to BGSU on a monthly basis with a narrative as to how the plan is achieving progress and any relevant data, if applicable. Should the School fail to make adequate or appropriate progress, the plan may be re-evaluated and changed, with either additional interventions or supplements to the existing interventions. Such progress reports must also be submitted to the School's Governing Authority.

### **Comments on Statutory Consequences**

**Notice:** These samples in no way restrict BGSU from other action, but are merely examples for the school.

Probation may be used for any cause allowed by the code, including, but not limited to:

- Untimely submissions or lack of cooperation in submissions required by the State or BGSU for two or more times per year, or for over five business days
- Lack of compliance with laws or the contract
- Lack of progress on academics
- Any fiscal matters or any level of risk as determined by BGSU

- 
- Governance, administrative, or minor financial issues that can be adequately corrected by a plan to cure acceptable to BGSU
  - Potential or actual ethics or conflict violations

Suspension, which may lead to termination, is more likely to be used for matters such as, but not limited to:

- Health or safety matters
- Consistent lack of progress on academics
- Money owed to the state or it's agencies, vendors, or BGSU that is delinquent, overextended, or may render insolvency
- Inability to make payroll
- Undisclosed debt or obligations
- Lack of accuracy in, misrepresentation of, cheating or fraud in any reporting figures, data, or testing results that is not corrected within timeframes allowed by law or which create financial, reputational, governance or academic risk
- Other matters of non-compliance, the magnitude or risk of which may be assessed by BGSU as good cause or allowed by the code
- Uncorrected or actual ethics or conflict violations
- Inability or lack of progress to meet the terms of the contract, laws, rules, regulations, requirements, or reasonable request of BGSU geared to correct deficiencies

Permanent closure may occur by statute. The requirements for automatic closure are different for general curriculum schools, drop-out recovery schools and schools in which a majority of the enrolled students are children with disabilities receiving special education and related services. Each school must know the current statutory requirements for automatic closure law.

Permanent closure may also occur by BGSU action, such as a school not being renewed for academic or fiscal reasons.

Closure may also occur by the Health Department or by the Ohio Department of Education (ODE) under certain circumstances. Please ask for legal advice so you know under what circumstances your school may be closed. At the time, the statutes and various types of testing and reporting change regularly. With that being said, it is necessary to research the details and consult with legal counsel.

### **C. School-Specific Performance Goals and Measures**

This section of Attachment 11.6 provides the academic, financial, and organizational/operational goals and performance measures by which BGSU will evaluate the School. Goals must be clear, specific, targeted, measurable, and rigorous. The goals must include a level or rate of increase, and they must include subgroup targets. The School recognizes that these goals may be revised if the make-up of the School (grades served, etc.) significantly changes or if the standards by which the School is evaluated by the State change. Schools should include specific annual and over-the-contract-term metrics and targets for each measure.

BGSU will review the School's progress toward performance goals during site visits and through data submission on a periodic basis throughout the school year. From time to time, BGSU may request evidence or other documentation showing progress or efforts toward attaining contract goals. If progress is not evident or if it is insufficient, BGSU may, at its discretion, require additional targeted assistance or intervention. If a

---

particular goal is no longer applicable or realistic, BGSU may request that the School submit revised goals by which the School will be evaluated in renewal or termination decisions. The School agrees to submit such revised goals no later than three weeks after BGSU's request.





## Performance Accountability Framework

<b>Full, Legal School Name</b>	Toledo School for the Arts
<b>IRN</b>	133942
<b>Building Principal</b>	Letha Ferguson
<b>Executive Director</b>	Doug Mead
<b>Management Company</b>	NA
<b>Contract Dates</b>	7/1/19 - 6/30/22
<b>School Mission</b>	“Toledo School for the Arts fulfills every student’s intellectual, ethical, social, emotional and physical potential by integrating an unsurpassed arts curriculum with superior college preparatory academic programs to prepare life-long learners with a passion for the arts, respect for others, and an active commitment to diversity and the community.”

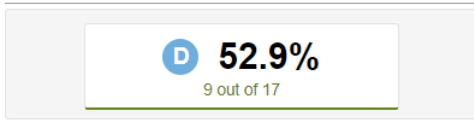
A.01	Academic Performance Standard	Achievement: Indicators Met
<p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them.</p> <p>The <b>Indicators Met</b> measure represents student performance on state tests. They are based on a series of up to 26 state tests that measure the percent of students proficient or higher in a grade and subject. Schools and districts also are evaluated on the gifted indicator, giving them up to 27 possible indicators.</p> <p>Goals set for this standard should address:</p> <ol style="list-style-type: none"> <li>1. The expected numeric increase; and</li> <li>2. At least one targeted grade or content area</li> </ol>		

	2017/18	2018/19	2019/20	End of Contract (6/30/22)
<b>Goal</b>	9 out of 17 52.9%	10 out of 17 58.8%	11 out of 17 65%	13 out of 17 76%
<b>Actual</b>	9 out of 17 52.9%			
<b>Rating</b>	3	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

<b>Description of Measure and Monitoring Strategy</b>
<p>Describe what specifically will be measured and the monitoring strategy.</p> <p>TSA will increase the number of Indicators Met from 9/17 to 13/17 for the 2021-2022 contract cycle. A significant focus will be placed on the math scores for grades 6-8 through the use of STAR testing (which will be enhanced by providing PD to faculty), a deeper analysis of the areas of the state testing that proved deficient, and more intensive extended time tutoring.</p> <p>STAR testing will be administered three times throughout the academic year. Teachers will be presented with the data and will be tasked to develop assessments that target both areas proving deficient as well as those areas of strength where teachers can demonstrate growth. Assessments will be monitored and evaluated by Administration and will be measured against each new round of STAR testing.</p>

### Indicators Met

Indicators Met measures the percent of students who have passed state tests. It also includes the gifted indicator and the chronic absenteeism indicator. Test results are reported for each student in a grade and subject. The passage rate for each test indicator is 80% and the End of Course (EOC) Improvement Indicator is 25%.



Indicators Comparison Achievement Levels Trend

Sixth Grade		
English Language Arts	63.0%	✘
Mathematics	57.1%	✘
Seventh Grade		
English Language Arts	82.2%	✔
Mathematics	58.8%	✘
Eighth Grade		
English Language Arts	77.2%	✘
Mathematics	77.1%	✘
Science	87.3%	✔
High School		
Algebra I	61.2%	✘
American US Government	96.2%	✔
American US History	93.7%	✔
Biology	92.7%	✔
English Language Arts I	94.9%	✔
English Language Arts II	81.1%	✔
EOC Improvement Indicator	56.5%	✔
Geometry	60.9%	✘
Non-Test Indicators		
Gifted Indicator	<a href="#">View More Data</a>	✘
Chronic Absenteeism	4.5%	✔

This area will be completed by the BGSU Community School Liaison			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.

<b>A.02</b>	<b>Academic Performance Standard</b>	<b>Achievement: Performance Index</b>
<p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them. The <b>Performance Index</b> measures the achievement of every student, not just whether or not he or she reaches “proficient.” Districts and schools receive points for every student’s level of achievement. The higher the student’s level, the more points the school earns toward its index. This rewards schools and districts that improve the performance of highest- and lowest-performing students.</p> <p>Goals set for this standard should address</p> <ol style="list-style-type: none"> <li>1.) The number of total PI points earned; and</li> <li>2.) “Movement” (identified in at least two categories) of students scoring Advanced, Accelerated, Proficient, Basic or Limited on at least one of Ohio’s State Tests.</li> </ol>		

	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>End of Contract (6/30/22)</b>
<b>Goal</b>	95 out of 120 (79.2%)	93 out of 120 (77.5%)	92/120 76.6%	93/120 77.5%
<b>Actual</b>	91 out of 120 (75.8%)			
<b>Rating</b>	1 (Below goal; regression)	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

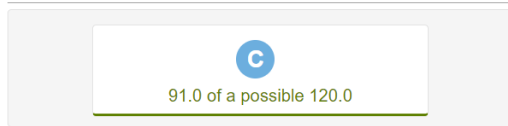
<b>Description of Measure and Monitoring Strategy</b> Describe what specifically will be measured and the monitoring strategy.
Our objective is to increase the percentage of students who are scoring “Proficient” or above from 73% in 2017-2018 to 77.4% by the 2021-2022 Report Card. With two full years of STAR testing data, we are able to establish a firm baseline of growth expectation, as well as better identify those areas that are consistently

deficient. These efforts will be supported through faculty PD in analyzing and utilizing STAR data, and intensive tutoring services that will include peer, group, and one-on-one services.

Moving forward, STAR testing will be administered three times throughout the academic year. Teachers will be presented with the data and will be tasked to develop assessments that target both areas proving deficient as well as those areas of strength where teachers can demonstrate growth. Assessments will be monitored and evaluated by Administration and will be measured against each new round of STAR testing.

### Performance Index

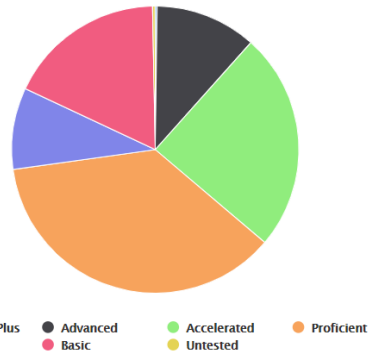
The Performance Index measures the test results of every student, not just those who score proficient or higher. There are seven levels on the index and schools receive points for every student who takes a test. The higher the achievement level, the more points awarded in the school's index. This rewards schools and districts for improving the performance of all students, regardless of achievement level.



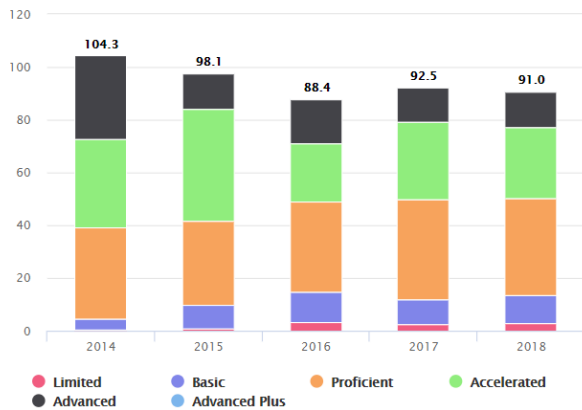
Calculation Pie Chart Trend

Achievement Level	Pct of Students		Points for this Level	=	Points Received
Advanced Plus	0.2	X	1.3	=	0.2
Advanced	11.4	X	1.2	=	13.6
Accelerated	24.6	X	1.1	=	27.1
Proficient	36.6	X	1.0	=	36.6
Basic	17.7	X	0.6	=	10.6
Limited	9.2	X	0.3	=	2.8
Untested	0.3	X	0.0	=	0.0
					91.0

Calculation Pie Chart Trend



Calculation Pie Chart Trend



This area will be completed by the BGSU Community School Liaison			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			

Summary Rating for this Standard:				
This area will be completed by BGSU at the end of the academic school year.				
0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Towards Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

Performance Summary:
This area will be completed by BGSU at the end of the academic school year.

A.03	Academic Performance Standard	Achievement: Progress/Value Added
<p>Progress looks closely at the growth that all students are making based on their past performances. There are four measures within the component; <b>progress</b> for all students, <b>progress</b> for gifted students, <b>progress</b> for students with disabilities; and <b>progress</b> whose academic performance is in the lowest 20 percent of students statewide. The state examines students' state tests through a series of calculations to produce a "value-added" rating for your school or district for each of the four groups listed.</p> <p>A goal for this standard should address:</p> <ol style="list-style-type: none"> <li>1.) The overall letter grade;</li> <li>2.) The overall percentage; and</li> <li>3.) Growth (identified as a percentage) for at least one (1) of the individual measures listed above</li> </ol>		

	2017/18	2018/19	2019/20	End of Contract (6/30/22)
Goal	C	Overall: C Increase overall	Overall: C	Overall: C

		Math into "Moderate evidence that the schools students made progress similar to Growth Standard."		
<b>Actual</b>	D Overall (0.53) Lowest 20% (0.98)	Overall (index) Lowest 20% (index)		
<b>Rating</b>	1	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

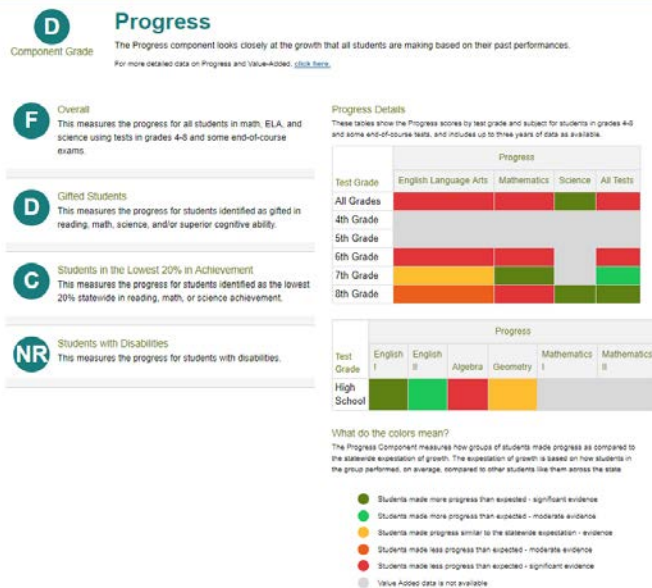
### Description of Measure and Monitoring Strategy

Describe what specifically will be measured and the monitoring strategy.

TSA will focus on improving the component for students falling in the bottom 20% of state testing by providing on-going PD for faculty in best practices for servicing students with academic deficiency. Among other topics, differentiation in classroom instruction will be a primary component of this training.

STAR testing will be administered three times throughout the academic year. Teachers will be presented with the data and will be tasked to develop assessments that target those students who fall in this category. Assessments will be monitored and evaluated by Administration and will be measured against each new round of STAR testing.

TSA will also continue to provide intensive tutoring options for those students scoring in the lowest 20%. Particular attention will be placed on those new students entering TSA and the type of assistance TSA can provide the summer preceding their enrollment. This would include programs such as BOOST and Re-BOOST.



### Ohio School Report Card Value-Added Measures

The Ohio A-F School Report Card system includes Value-Added as graded measures within the Progress component. This includes the Overall Value-Added, as well as the following subgroups: Gifted, Students with Disabilities, and the Lowest 20% of Achievement in English language arts, math, and science.

Accountability Measure	Multi-Year Index	Multi-Year Letter Grade	Single Year Index	Single Year Letter Grade
Overall	-2.21	F	-4.00	F
Gifted	-1.55	D	-1.55	D
Lowest 20%	-0.11	C	-1.27	D
Students with Disabilities				

#### Single Year

Subject	Grade	Number of Students	Growth Measure	Standard Error	Single Year Index
Mathematics	All	454			-3.95
	6	98	-4.1824	1.0024	-8.43
	7	97	0.2481	1.0360	0.24
	8	83	-3.4212	1.2345	-2.92
Algebra I	All	84	-4.1503	1.5527	-2.67
	Geometry	All	92	5.3607	1.8113
English Language Arts	All	495			-3.83
	6	100	-3.1194	1.2961	-7.04
	7	101	0.2456	1.1991	0.20
	8	101	-1.5104	1.2103	-1.58
English Language Arts I	All	99	1.2723	1.2627	1.01
English Language Arts II	All	94	-0.5638	1.3536	-0.41
Science	All	99			2.21
	8	99	4.7834	2.1387	2.21
Overall / All Subjects	All				-4.00
	6				-8.43
	7				0.20
	8				-1.58

	Significant evidence that the school's students made more progress than the Growth Standard
	Moderate evidence that the school's students made more progress than the Growth Standard
	Evidence that the school's students made progress similar to the Growth Standard
	Moderate evidence that the school's students made less progress than the Growth Standard
	Significant evidence that the school's students made less progress than the Growth Standard

### This area will be completed by the BGSU Community School Liaison

Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			



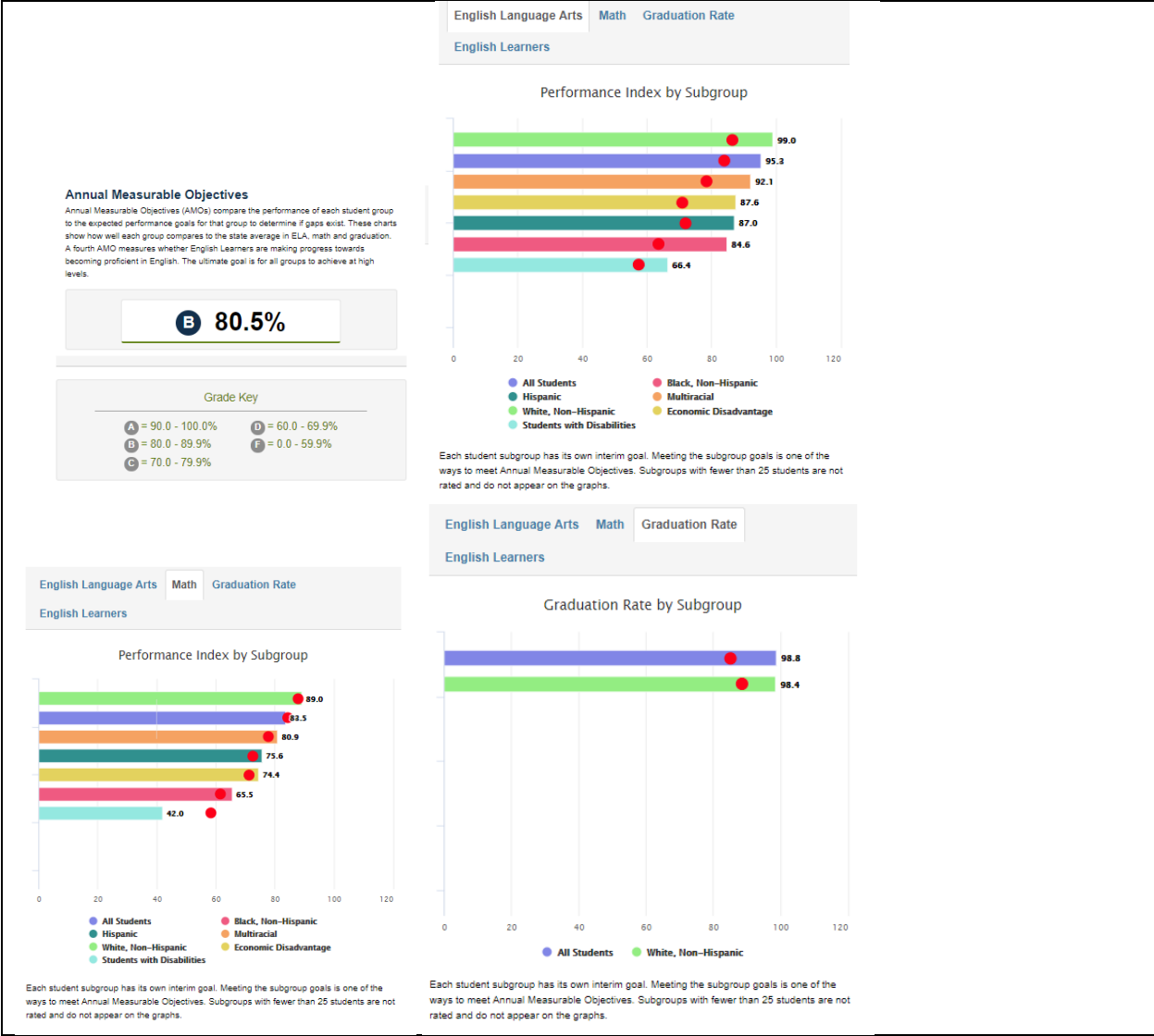
<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.

<b>A.04</b>	<b>Academic Performance Standard</b>	<b>Gap Closing</b>
<p>Schools must close the gaps that exist in the achievement between groups of students that may be based on income, race, ethnicity or disability. This component shows how well schools are meeting performance expectations for our most vulnerable students in English language arts, math and graduation. It compares the academic performance of nine student groups against the performance of a 10th group, all students in Ohio.</p> <p><b>Goals for this standard should address:</b></p> <ol style="list-style-type: none"> <li>1.) The component scores</li> <li>2.) At least one targeted area (reading, math or graduation rate)</li> </ol>		

	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>End of Contract (6/30/22)</b>
<b>Goal</b>	80% B	82% B	82.5% B	83% B
<b>Actual</b>	80.5% B			
<b>Rating</b>	3	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

<b>Description of Measure and Monitoring Strategy</b> Describe what specifically will be measured and the monitoring strategy.
<p>Academic interventions will continue for those students who demonstrate areas of deficiency, with specific focus on those 6-8 grade students in the areas of ELA and mathematics. Progress will be tracked through individual classroom performance as well as regular STAR testing throughout the year.</p> <p>STAR testing will be administered three times throughout the academic year. Teachers will be presented with the data and will be tasked to develop assessments that target the two lowest performing subgroups in mathematics in this category (per 2017-2018 state testing data)- Students with Disabilities and Black/Non-Hispanic. For each category we will target the state average as the goal. Assessments will be monitored and evaluated by Administration and will be measured against each new round of STAR testing.</p>



<b>This area will be completed by the BGSU Community School Liaison</b>			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.

<b>A.05</b>	<b>Academic Performance Standard</b>	<b>K-3 Literacy</b>
<p>Reading is the foundation for all learning. That is why it is critical to find and address reading issues for a student as early as possible. K-3 Literacy looks at how successful the school is at getting struggling readers on track to proficiency in 3<sup>rd</sup> grade and beyond.</p> <p>The measure and component relate to Ohio’s Third Grade Reading Guarantee, which aims to make sure that all students are reading at grade level by the end of third grade. The guarantee drives attention to students from kindergarten through third grade who are struggling readers and makes sure they get the help they need to succeed in reading. Districts and schools are expected to diagnose reading issues, create individualized reading improvement and monitoring plans, and provide intensive reading interventions.</p>		

	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>End of Contract (6/30/22)</b>
<b>Goal</b>	NA	NA	NA	NA
<b>Actual</b>	NA	NA	NA	NA
<b>Rating</b>	NA	NA	NA	NA

<b>Description of Measure and Monitoring Strategy</b> Describe what specifically will be measured and the monitoring strategy.
This area is not applicable- TSA is a school serving students in grades 6-12.

<b>This area will be completed by the BGSU Community School Liaison</b>			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019	NA	NA	NA
Aug. 2019	NA	NA	NA

Sept. 2019	NA	NA	NA
Oct. 2019	NA	NA	NA
Nov. 2019	NA	NA	NA
Dec. 2019	NA	NA	NA
Jan. 2020	NA	NA	NA
Feb. 2020	NA	NA	NA
Mar. 2020	NA	NA	NA
Apr. 2020	NA	NA	NA
May 2020	NA	NA	NA
June 2020	NA	NA	NA

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal
NA	NA	NA	NA	NA

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.
This area is not applicable- TSA is a school serving students in grades 6-12.

<b>A.06</b>	<b>Academic Performance Standard</b>	<b>Graduation Rate</b>
The Graduation Rate Component Grade is determined in the following manner: 60% - the letter grade for the four year graduation rate and 40%- the letter grade for the five-year graduation rate.		
The Four-Year Graduation Rate includes as graduates only those students who earn diplomas within four years of entering ninth grade for the first time. The Five-Year Graduation Rate includes those students who graduate within five years of entering ninth grade for the first time.		
<b>Goals</b> set for this standard should address:		
1.) The overall component letter grade		
2.) The overall component percentage		

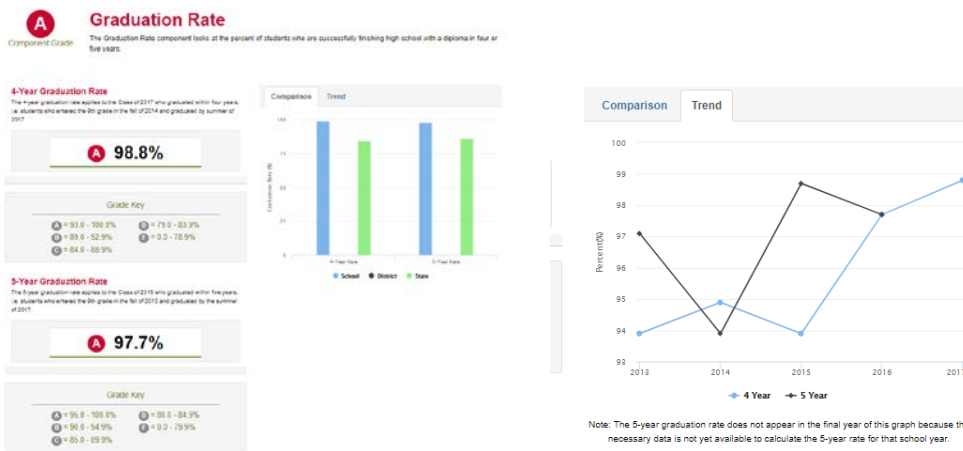
	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>End of Contract (6/30/22)</b>
<b>Goal</b>	4 Year: 98%	4 Year: 98%	4 Year: 98%	4 Year: 98%
	5 Year: 98%	5 Year: 98%	5 Year: 98%	5 Year: 98%
	<b>Component Grade:</b> A	<b>Component Grade:</b> A	<b>Component Grade:</b> A	<b>Component Grade:</b> A
<b>Actual</b>	4 Year: 98.8%	4 Year:	4 Year:	4 Year:
	5 Year: 97.7%	5 Year:	5 Year:	5 Year:

	<b>Component Grade:</b> A	<b>Component Grade:</b>	<b>Component Grade:</b>	<b>Component Grade:</b>
<b>Rating</b>	3	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

**Description of Measure and Monitoring Strategy**  
Describe what specifically will be measured and the monitoring strategy.

TSA’s 2017-2018 four year graduation rate percentage (98.8%) and five year percentage (97.7%) rank among the very best in the state for both traditional public and charter schools. We anticipate this success continuing throughout the length of the contract period.

Our guidance department will continue to track students as early as 10<sup>th</sup> grade to ensure they are on track to meet all of the graduation requirements. Guidance Department will also develop a “Graduation Audit Tool” that will track a select number of students per month on graduation status.



**This area will be completed by the BGSU Community School Liaison**

Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.

<b>A.07</b>	<b>Academic Performance Standard</b>	<b>Prepared for Success</b>
<p>Prepared for Success component looks at how well prepared Ohio’s students are for all future opportunities. Using multiple measures for college and career readiness enables districts to showcase their unique approaches to prepare students for success after high school.</p> <p>A Prepared for Success letter grade is based on how well the students performed on these three measures: ACT or SAT remediation-free scores; An Honors Diploma; or Earning 12 points through an industry-recognized credential or group of credentials in one of 13 high-demand career fields. “Bonus” points are potentially earned by students for meeting additional criteria associated with Advanced Placement Scores, International Baccalaureate Credits, or College Credit Plus.</p> <p>A goal for this standard should include specific growth in one or more of these measures.</p> <p>Goals for this standard include:</p> <ol style="list-style-type: none"> <li>1.) The letter grade for the component score</li> <li>2.) The overall percentage of the component score</li> <li>3.) A specific strategy to show growth in one or more of these six measures</li> </ol>		

	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>End of Contract (6/30/22)</b>
<b>Goal</b>	C	55.0%	41.1% D	43.7% D
<b>Actual</b>	D (53.2%)			
<b>Rating</b>	2- (Did not meet goal, but had a 9.2% increase)	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

**Description of Measure and Monitoring Strategy**

Describe what specifically will be measured and the monitoring strategy.

TSA will be implementing a semester length test prep course beginning Fall 2019 to help increase the overall testing average.

TSA will continue to offer “in house” options for CCP as well as a Study Hall option for those students who are taking a CCP course at another institution.

TSA will continue to guide students through different Honors Diploma pathways such as the traditional track, arts track, and CTE track.

TSA will measure progress towards the overall goals in this component by increasing the percentage of students earning 3+ Dual Enrollment Credits from 21.7% to 27% by the end of the contract term, and by increasing the number of students earning Bonus (.3) points from 21 to 26 by the end of contract period.



This area will be completed by the BGSU Community School Liaison			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			

Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.

<b>A.08</b>	<b>Academic Performance Standard</b>	<b>Other Academic Measure</b>
<p>Schools must identify a nationally recognized assessment utilized to gather data regarding academic progress. Although many assessments are available, one that has been recognized as reliable and valid by the education community is recommended. Assessments may be given as a full battery, or sub-tests may be chosen for this standard.</p> <p>Goals set for this standard should include a brief description of the assessment and what increase is being expected. (Example: STAR Testing)</p>		

	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>End of Contract (6/30/22)</b>
<b>Goal</b>	Increase Pre/Post Scores in Reading and Math by at least 20 points in 6 <sup>th</sup> , 7 <sup>th</sup> , & 8 <sup>th</sup> grade.	Our goal this year will be to demonstrate a 10% increase from students in grades 6-8 scoring above proficient in mathematics between the fall and spring semester on the STAR assessment.	Our goal this year will be to demonstrate a 5% increase from students in grades 6-8 scoring above proficient in mathematics between the fall and spring semester.	Our goal this year will be to demonstrate a 10% increase from students in grades 6-8 scoring above proficient in mathematics between the fall and spring semester.
<b>Actual</b>	6 <sup>th</sup> Grade Reading Nov- 70/103 April- 65/101			



	6 <sup>th</sup> Grade Math Nov- 52/103 April- 46/101  7 <sup>th</sup> Grade Reading Nov- 77/102 April- 79/101  7 <sup>th</sup> Grade Math Nov- 58/102 April- 65/101  8 <sup>th</sup> Grade Reading Nov- 79/103 April- 76/102  8 <sup>th</sup> Grade Math Nov- 80/102 April- 79/101			
<b>Rating</b>	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

<b>Description of Measure and Monitoring Strategy-</b> Identification of the “Other Academic Measure” being used, Description of what, specifically, will be measured and monitoring strategy.
<p>TSA utilizes STAR testing as our alternative assessment tool.</p> <p>STAR testing will be administered three times throughout the academic year. Teachers will be presented with the data and will be tasked to develop assessments that target both areas proving deficient as well as those areas of strength where teachers can demonstrate growth. Assessments will be monitored and evaluated by Administration and will be measured against each new round of STAR testing. Significant attention will be placed differentiation techniques in the classroom that help address those areas of deficiency as well as aiding more advanced students to grow.</p> <p>Monthly progress will be monitored by the types and results of assessments developed and utilized by teachers in response to this data.</p>

<b>This area will be completed by the BGSU Community School Liaison</b>			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			

Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.

<b>A.09</b>	<b>Academic Performance Standard</b>	<b>Comparative Data from "Similar" Schools</b>
<p>In order to evaluate performance data for a given school, it is often useful to consider how similar schools compare on the same data. ODE utilizes a method referencing six criteria to determine a "similar school" for local comprehensive districts. Because of the unique nature of Community Schools, "similar schools" should be comparable in ADM, percent poverty, and percent minority students.</p> <p><b>Goals</b> in this area should:</p> <ol style="list-style-type: none"> <li>1.) Include the verbiage: "performing at rates higher to or equal to";</li> <li>2.) Identify at least two "similar" schools; and</li> <li>3.) Address at least one of the following areas as reported on the Local Report Card: Performance Index, Progress, Gap Closing, K-3 Literacy Rate, or Graduation Rate.</li> </ol>		

	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>End of Contract (6/30/22)</b>
<b>Goal</b>	Perform at rates higher to or equal to similar schools in the local community.	Perform at rates higher to or equal to similar schools in the local community identified below in the areas of achievement and graduation.	Perform at rates higher to or equal to similar schools in the local community identified below in the areas of achievement and graduation.	Perform at rates higher to or equal to similar schools in the local community identified below in the areas of achievement and graduation.

<b>Actual</b>	Performed at rates higher than similar schools in the local community.			
<b>Rating</b>	4	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

<b>Description of Measure and Monitoring Strategy-</b> Identification of the "Similar School" descriptors and data. Description of Measure and Monitoring Strategy.				
<b>Name of School</b>	<b>% Poverty per ADM</b>	<b>% Minority Students</b>	<b>PI Score 2017/18</b>	<b>Graduation Rate</b>
Toledo School for the Arts	27.9%	35.4%	91/120 75.8%	4-Year: 98.8% (A) 5-Year: 97.7% (A)
Maritime Academy of Toledo	52%	58.3%	46.8%	4 Year: 51.3% (F) 5 Year: 3.7% (F)
Maumee High School	29%	63.0%	73.1%	4 Year: 95.7% (A) 5 Year: 97.5% (A)
Toledo Public Schools	86.4%	66%	63/120 52.5%	4 Year: 71.4% (F) 5 Year: 78.5% (F)

TSA will perform at rates higher or equal to Maritime Academy and Toledo Public Schools in both PI Score and 4 year Graduation Rate.

TSA will perform at rates higher or equal to Maumee High School in the area of PI Score.

TSA will focus on intensive academic assistance, specifically in the area of middle school mathematics, throughout the year in order to improve this area. This will be monitored by the STAR testing results given throughout the year, as well as the resulting classroom assessment results based on the STAR testing data.

<b>This area will be completed by the BGSU Community School Liaison</b>			
<b>Month</b>	<b>Evidence provided by the school</b>	<b>Technical Assistance Provided</b>	<b>Progress being made? (yes/no)</b>
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			

Apr. 2020			
May 2020			
June 2020			

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.

<b>NA.01</b>	<b>Non-Academic Performance Standard</b>	<b>Mission Specific Goal</b>
	<p>The mission statement is unique to the school and determines what makes the school stand out from other schools.</p> <p><b>The mission of TSA is:</b></p> <p>“Toledo School for the Arts fulfills every student’s intellectual, ethical, social, emotional and physical potential by integrating an unsurpassed arts curriculum with superior college preparatory academic programs to prepare life-long learners with a passion for the arts, respect for others, and an active commitment to diversity and the community.”</p> <p><b>Goals</b> set for this standard should assess a specific area from the school’s mission statement. Examples could include character education, student behavior, college preparatory, arts integration, etc.</p>	

	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>End of Contract (6/30/22)</b>
<b>Goal</b>	TSA will complete a programmatic needs assessment to determine priorities and possible expansion to impact more students in the areas of the mission and review the current mission statement as the current Strategic Plan expires in Spring 2018.	Increase the percentage of students obtaining at least 3 credits of CCP to 25%	Increase the percentage of students obtaining at least 3 credits of CCP to 26%.	Increase the percentage of students obtaining at least 3 credits of CCP to 27%
<b>Actual</b>	Needs assessment			

	and priorities identified			
<b>Rating</b>	3	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

<b>Description of Measure and Monitoring Strategy</b>
Describe what specifically will be measured and the monitoring strategy.
This goal will be measured monthly by analyzing the total number of students enrolled in at least one CCP course. If this number decreases, specific academic intervention will be implemented to assist those students.

<b>This area will be completed by the BGSU Community School Liaison</b>			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.

<b>NA.02</b>	<b>Non-Academic Performance Standard</b>	<b>Attendance</b>
<p>In past years, the Ohio Department of Education ranked schools as proficient with a year ending attendance percentage of 93%. BGSU expects students to be in school every day ready to learn. Research shows missing too much school has long-term, negative effects on students, such as lower achievement and graduation rates.</p> <p>The attendance rate is measured by “Student Attendance Rate” meaning the ratio for the number of enrolled students actually in attendance (Aggregate Attendance) for a Full Academic Year to the number of enrolled students (Aggregate Membership) for the school year (OAC 3301-18-01). This number is expressed as a percentage.</p>		

**Goals** set for this standard should address:

- 1.) Increasing student attendance to the proficiency rate of 93% or higher; and
- 2.) Identify strategies in which the school will work to accomplish this goal. (Strategies may include: increasing family involvement through activities at school, implement student attendance incentive programs, create a peer mentoring system for students, etc.)

	2017/18	2018/19	2019/20	End of Contract (6/30/22)
<b>Goal</b>	<b>All Students:</b> 96%  <b>Chronic Absenteeism Rate:</b> Less than 5%	<b>All Students:</b> 97%  <b>Chronic Absenteeism Rate:</b> Less than 5%	<b>All Students:</b> Meet or exceed state expectations  <b>Chronic Absenteeism Rate:</b> Meet or exceed state expectations	<b>All Students:</b> Meet or exceed state expectations  <b>Chronic Absenteeism Rate:</b> Meet or exceed state expectations
<b>Actual</b>	<b>All Students:</b> 95.5%  <b>Chronic Absenteeism Rate:</b> 4.5%	<b>All Students:</b>  <b>Chronic Absenteeism Rate:</b>		
<b>Rating</b>	4	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

**Description of Measure and Monitoring Strategy**

Describe what specifically will be measured and the monitoring strategy.

The attendance percentage for all students should continue to meet the state percentage of 93%. TSA has performed above this percentage for years. The overall goal will be to decrease the chronic absenteeism rate to below 10% and maintain an attendance percentage at or above 93%.

TSA will continue to implement the following for each of the contract years to help maintain the overall percentage and decrease chronic absenteeism:

- Streamline how we communicate with parents, reinforcing the importance of attendance.
- Identify those previously chronic absent students and communicate with each one at the start of the school year.
- Be proactive when a student is approaching the point of chronic absenteeism in communicating to student and parent.
- Measure the absenteeism rate monthly

Student attendance will be monitored and discussed regularly with the administration team and the items listed above will be adjusted as needed.

<b>This area will be completed by the BGSU Community School Liaison</b>			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.

<b>NA.03</b>	<b>Non-Academic Performance Standard</b>	<b>Parent Satisfaction</b>
<p>BGSU recognizes parents/caregivers as key stakeholders in the success of community schools. Increasing communication and soliciting feedback from parents is key to making programming changes within the school in order to create an atmosphere where all students are growing academically.</p> <p>Goals in this area should focus on what form of feedback will the school solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) and identify what the school will do with the feedback received. (Adjustments to programming, hold stakeholder meetings, discuss with administration, etc.)</p>		

	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>End of Contract (6/30/22)</b>
<b>Goal</b>	93% Satisfaction	94% Satisfaction	95% Satisfaction	97% Satisfaction

<b>Actual</b>	100% of respondents rated TSA either "Good" or "Excellent" as per the Niche.com ratings.			
<b>Rating</b>	3	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

<b>Description of Measure and Monitoring Strategy</b>
Describe what specifically will be measured and the monitoring strategy.
TSA will distribute a survey developed by our Diversity and HR Manager. This tool will provide qualitative and quantitative data to help TSA grow and improve as an institution.
TSA will also continue using the parent survey conducted through Niche.com, a national service that provides ratings for public schools across the country.
TSA will work closely with the Parent Org in order to reach out to more parents and gather feedback about the school.

<b>This area will be completed by the BGSU Community School Liaison</b>			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.



NA.04	Non-Academic Performance Standard	Governing Board Performance
<p>All community schools are required to comply with all rules and regulations regarding a Governing Board.</p> <p>The <b>Governing Board Performance</b> in the expectation that the Governing Board will take on roles and responsibilities in order to complete the work efficiently and effectively.</p> <p><b>Goals</b> for this standard should address the ability of the individual members and/or combined entity increasing the efficiency and/or effectiveness of the board. This could include; professional development, attendance rates at meetings, attendance rate at school functions as well as interaction with key stakeholders of the community school.</p>		

	2017/18	2018/19	2019/20	End of Contract (6/30/22)
<b>Goal</b>	70-75% GA Monthly Meeting Attendance	77%	78%	79%
<b>Actual</b>	74.5% Attendance			
<b>Rating</b>	3	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

Description of Measure and Monitoring Strategy
Describe what specifically will be measured and the monitoring strategy.
Governing member attendance will be tracked during each regular scheduled meeting by meeting minutes.
The administration will create the meeting schedule with the governing authority members to ensure no conflicts are scheduled.
The administration will provide notice of upcoming meetings via emails and phone 1 week prior to the meeting.

This area will be completed by the BGSU Community School Liaison			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			

May 2020			
June 2020			

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.

<b>NA.05</b>	<b>Contract Performance Measure</b>	<b>Organizational/Operational</b>
<p>All community schools are required to submit a variety of documents to ODE yearly.</p> <p>The <b>Organizational/Operational</b> contract must include a performance framework that defines your school's expected organizational/operational outcomes with clear, measurable and inclusive targets.</p> <p><b>Goals</b> set for this standard should address the on-time and accuracy of compliance submissions within Epicenter.</p>		

	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>End of Contract (6/30/22)</b>
<b>Goal</b>	Meet 51-85% of all Organizational and Operation Requirements (Previous Metrics)	<b>On time-</b> 85% <b>Accuracy-</b> 90%	<b>On-time-</b> 86% <b>Accuracy-</b> 91%	<b>On-time-</b> 87% <b>Accuracy-</b> 91%
<b>Actual</b>	<b>On-time-</b> 82% <b>Accuracy-</b> 89%	<b>On-time-</b> <b>Accuracy-</b>		
<b>Rating</b>	3 (Previous Metrics)	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

<b>Description of Measure and Monitoring Strategy</b>
Describe what specifically will be measured and the monitoring strategy.
TSA will maintain or exceed an 85% on-time rating for Epicenter submissions for the 2019-2020 school year. TSA will maintain or exceed an 85% accuracy rating for Epicenter submissions for the 2019-2020 school year.
For the length of the contract period, TSA will maintain or exceed 86% on-time rating for Epicenter submissions For the length of the contract period, TSA will maintain or exceed 90% accuracy rating for Epicenter submissions
The progress towards the goal will be monitored by tracking the on-time and accuracy of monthly Epicenter submissions throughout the year.

The administration will create a monitoring calendar to determine which staff members will be responsible for the submission upload and will be reviewed each month at the administration meeting.

<b>This area will be completed by the BGSU Community School Liaison</b>			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			

<b>Summary Rating for this Standard:</b> This area will be completed by BGSU at the end of the academic school year.				
<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

<b>Performance Summary:</b> This area will be completed by BGSU at the end of the academic school year.

<b>NA.06</b>	<b>Contract Performance Measure</b>	<b>Financial Performance and Sustainability</b>
	<p>All community schools are required to submit evidence of the financial and sustainability of the school to the sponsor.</p> <p>The <b>Financial Performance and Sustainability</b> framework that defines your schools expected financial outcomes with clear, measurable and inclusive targets.</p> <p><b>Goals</b> set for this standard should address the financial performance and sustainability with specific annual and over-the-contract-term metrics and targets (audits, debt, building ownership, enrollment or cash balance).</p>	

	2017/18	2018/19	2019/20	End of Contract (6/30/22)
<b>Goal</b>	<b>Audit Results-</b> No Findings  <b>Fundraising &amp; Development Activity-</b> Meet 95% of annual target	<b>Audit Results-</b> No Findings	<b>Audit Results-</b> No Findings	<b>Audit Results-</b> No Findings
<b>Actual</b>	<b>Audit Results-</b> No Findings  <b>Fundraising &amp; Development Activity-</b> 74.5%			
<b>Rating</b>	2- Audit portion of goal met; Fundraising goal not met	*This cell will be completed by BGSU	*This cell will be completed by BGSU	*This cell will be completed by BGSU

<b>Description of Measure and Monitoring Strategy</b>
Describe what specifically will be measured and the monitoring strategy. TSA will continue to have the goal of no findings in all audit results.  To monitor the goal each month, TSA will review the financial reports during monthly finance meetings as well as monthly finance meetings with the sponsor.

<b>This area will be completed by the BGSU Community School Liaison</b>			
Month	Evidence provided by the school	Technical Assistance Provided	Progress being made? (yes/no)
July 2019			
Aug. 2019			
Sept. 2019			
Oct. 2019			
Nov. 2019			
Dec. 2019			
Jan. 2020			
Feb. 2020			
Mar. 2020			
Apr. 2020			
May 2020			
June 2020			

**Summary Rating for this Standard:** This area will be completed by BGSU at the end of the academic school year.

<b>0 Points:</b> Significantly Below Goal	<b>1 Point:</b> Below Goal	<b>2 Points:</b> Progressing Towards Goal	<b>3 Points:</b> Meets Goal	<b>4 Points:</b> Exceeds Goal

**Performance Summary:** This area will be completed by BGSU at the end of the academic school year.

--

TOLEDO SCHOOL FOR THE ARTS  
Resolution of the Board of Directors

Authority for President to Approve the  
**SPONSOR RENEWAL CONTRACT WITH BOWLING GREEN STATE  
UNIVERSITY.**

**WHEREAS**, This **Contract** is entered into by and between the **Bowling Green State University** (BGSU or Sponsor) and **Toledo School for the Arts** (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**, BGSU is an authorized sponsor under R.C. Chapter 3314 that provides sponsorship through its College of Education and Human Development; and

**WHEREAS**, the Governing Authority and BGSU wish to fully state and restate their agreement to operate an Ohio public community school; and

**WHEREAS**, the School's Governing Authority has approved the Renewal Contract for July 1, 2019-June 30, 2022; and

**NOW, THEREFORE, BE IT RESOLVED**, the School's Governing Authority agrees as follows:

Marna Ramnath, President of the Toledo School for the Arts, Board of Directors, (the Governing Authority), is hereby expressly authorized to execute a Renewal Contract for July 1, 2019-June 30, 2022 on behalf of the Toledo School for the Arts in accordance with the terms provided to the Governing Authority in its June 13, 2019 meeting.

**IN WITNESS WHEREOF**, the undersigned have voted upon and unanimously passed this Resolution in a public meeting on June 13, 2019.

TOLEDO SCHOOL FOR THE ARTS:

  
\_\_\_\_\_  
Tim VanKuinen, Secretary  
Governing Board

2019-06-13  
\_\_\_\_\_  
Date