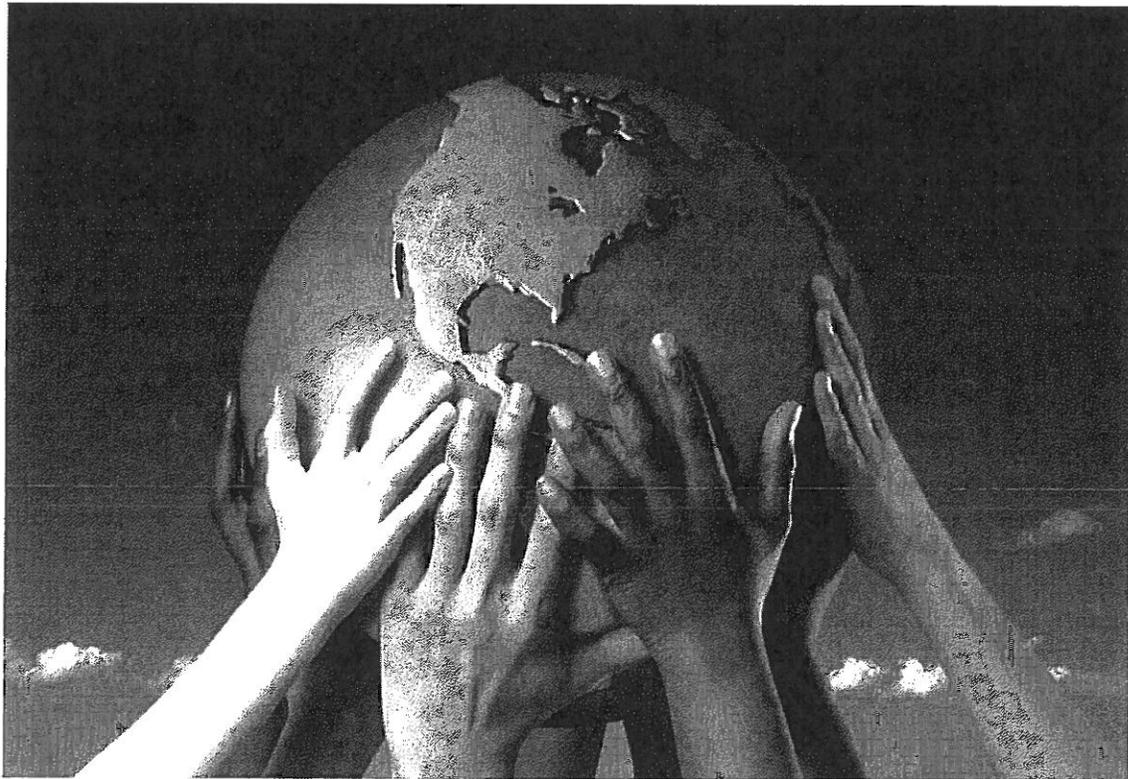


## ATTACHMENT 8.2

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- Dismissal and Disciplinary Procedures for Staff
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# STAFF HANDBOOK 2017-2018



*We make a world of difference through quality research and results based education, high academic and social standards, and a caring environment for our students.*



**Cesar Chavez**  
College Preparatory  
School



**Educational Academy**  
for Boys and Girls



**Midnimo**  
Cross Cultural Middle  
School

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**EMPLOYEE ACKNOWLEDGMENT FORM**

**Welcome to Educational Solutions Co.!**

Dear Staff Member:

It is my pleasure to welcome you to Educational Solutions Co. You are an employee of Educational Solutions Co., a non-profit management company with whom the School contracts. You have become a part of an organization that prides itself on its commitment to students. With the commitment of hardworking staff like you, we are able to successfully serve our students and their families.

Teachers and other employees of Educational Solutions Co. are valuable assets. This staff handbook is a general guide that we hope will help you understand how you and we can work together toward a shared success. We ask that you take the time to read the handbook and familiarize yourself with our philosophy, policies, and practices.. If anything in this handbook is not clear to you, or if you need more information, please ask your immediate supervisor, the Principal, or the Superintendent.

Thank you for joining our team. We hope your experience here will be challenging, fun, and rewarding.

Best wishes,

Educational Solutions Co.

By:

\_\_\_\_\_  
Superintendent/CEO, Estella Stephens

### **301 About This Handbook**

In your best interest as an Employee of Educational Solutions Co., we have designed this handbook to answer questions regarding your job and make you aware of the rules, procedures, policies, fringe benefits and other matters of interest to you. The information expressed in this handbook, or any future additions or revisions does not constitute an agreement or any contractual rights in favor of employment for any specified period or definite duration. The employment relationship may be established pursuant to a contract and may be "at will" meaning that, with or without cause and without prior notice, the employer and Employee may terminate the employment relationship, subject only to a written authorized agreement to the contrary. The only person authorized by Educational Solutions Co. to enter into any agreement or assurances to the contrary of this handbook is the Principal of the School, and any such agreement or assurance must be in writing and signed by the Principal. The policies, procedures, benefits, and matters contained in this Staff Handbook are subject to revisions at any time by Board of Directors of Educational Solutions Co.

You are expected to read this handbook thoroughly so that you understand all its contents. You are encouraged to bring questions regarding any policies or benefits to any member of management. You are required to sign a Handbook Acknowledgment form and return it. We encourage you to ask questions so that misunderstandings will be kept to a minimum and we can concentrate on our number one job - teamwork and service to our students.

We want you to enjoy your job and sincerely hope that you find your job to be pleasant, personally challenging, rewarding, and profitable.

### **302 About Our School**

The School is an Ohio public community school. We encourage you to ask questions about what a community school is and how it benefits the children of Ohio.

### **303 Our Mission Statement**

Our mission is to make a world of difference through quality research and results based education, high academic and social standards, and a caring environment for our students.

### **304 Our Values**

At its core, Educational Solutions Co. holds the following values and beliefs:

LOVE	We care deeply about the children in our schools and we create a trusting environment for our students and our staff to thrive in.
INTEGRITY	We are honest and straightforward in our interactions with our students, parents, teachers, and the community. We model the values and actions that are essential to create strong and healthy schools.
COMMITMENT EDUCATION	We are committed to ensuring that all students in our schools are taught TO well and are prepare and ready to move forward as valuable contributors

to the community. We are a learning organization that is committed to being life-long learners and instilling a love of learning in our students.

**DEDICATION** We are a professional organization of dedicated, hardworking, and exceptional individuals with a common focus on improving the lives of children through quality education.

**PERSISTENCE** We believe that all children can learn and deserve the chance to be educated in a supportive and structured environment. We are steadfast in realizing our vision of "Making a World of Difference."

**SOCIAL CHANGE THROUGH EDUCATION** We take personal responsibility to prepare our students for a better future. We know that education truly will change lives.

**CONTINUOUS IMPROVEMENT** We are innovative and utilize research and best practices to continually improve our teaching methods, our students' results, and our school environment.

### **Our Philosophy**

Our educational philosophy put into practice is to:

- Provide a safe, caring, and disciplined learning environment
- Accept no excuses for any child's failure to learn
- Expect and teach all students to exhibit pro-social behavior.
- Emphasize the importance of the academic basics in the primary grades. Mastery of the basics in the primary grades provides a solid roadbed for future learning.
- Accept only high student performance based on rigorous, standards-based education that is monitored and measured frequently.
- Utilize research-based curricula and instructional techniques.
- Employ a mastery model of learning in all academic areas promote skill acquisition.
- Treat parents as partners in their child's education.
- Abide by the premise that no child is someone else's child. It takes a village to raise a child.

One of the basic tenets of Direct Instruction is that every child can learn if taught appropriately. In other words, children who fail have been failed by the instruction that they have been provided. Equipped with proven curricula, school staff will follow effective instructional practices, evaluate each child frequently, and as needed, alter ineffective teaching practices to meet the needs of every child. The school will emphasize basic skill development and mastery at every stage so as to make it most probable that skills will be applicable and generalizable beyond the immediate instructional setting.

### **305 Non-Discrimination Policy**

Educational Solutions Co. is an Equal Opportunity Employer. It is our policy to administer all of our employment practices, including those pertaining to recruitment, hiring, placement, transfer, promotion or compensation (i.e. wage rate), layoff or termination, and selection for training in a nondiscriminatory manner without regard to age, color, gender/sex, national origin, disability, race, religion, military or veteran status, genetic information, sexual orientation, or on any other basis prohibited by federal, state, or local law. Educational Solutions Co. will also make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship.

Any employee with a question or concern about discrimination in the workplace is encouraged to bring their concern to the attention of the Principal or his or her designee, or, if the Principal is involved, the Superintendent. No reprisal will be permitted for raising concerns or making a report. Anyone determined to have engaged in discrimination or retaliation for a report of discrimination will be subject to disciplinary action, up to and including termination of employment.

*29 USC 631; 29 USC 206(d); 42 USC 2006(c); 42 USC 12101; 42 USCS 2000ff et. seq.; R.C. 4112.02; R.C. 4111.17*

### **306 Harassment Policy**

#### **306.1 Statement of Philosophy**

Educational Solutions Co. strives for a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes equal opportunities and prohibits discriminatory practices and harassment based upon age, color, disability, national origin, race, religion, gender/sex, military or veteran status, genetic information, or sexual orientation. Harassment, whether verbal, physical, or environmental, is unacceptable and will not be tolerated.

#### **306.2 Definition of Harassment**

For purposes of this policy, harassment is defined as unwelcome or unwanted conduct of an offensive nature (whether verbal, visual, or physical) when: 1) submission to or rejection of this conduct by an individual is used or threatened to be used as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment; or 2) this conduct has the purpose or effect of unreasonably interfering with an individual's employment performance or creating an intimidating, abusive, hostile, or offensive work environment.

Examples of harassment include, but are not limited to: unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated jokes which include offensive references to age, disability, national origin, race, religion, or gender; unwelcome flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess, or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive, insulting, threatening, or obscene comments or gestures; dissemination or display in the workplace of objects, written materials, or pictures which include offensive references to age, color, gender/sex, national origin, disability, race, religion,

military or veteran status, genetic information, sexual orientation; asking questions about sexual conduct; racial or ethnic slurs or epithets.

Harassment is unacceptable in the workplace itself and in other work-related settings, such as business trips, meetings, or business-related social events.

*29 USC 631; 29 USC 206(d); 42 USC 2006(c); 42 USC 12101; R.C. 4112.02.*

See also Policy No. 264.1 Anti-Harassment, Intimidation and Bullying.

### **306.3 Individuals Covered Under the Policy**

This policy protects all employees. Educational Solutions Co. will not tolerate, condone, or allow harassment, whether engaged in by fellow employees or other non-employees who conduct business with the School. Educational Solutions Co. encourages reporting of all incidents of harassment, regardless of who the offender may be.

### **306.4 Reporting a Complaint**

Educational Solutions Co. encourages all individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome. Educational Solutions Co. does, however, recognize that, in some instances, power and status disparities between the alleged harasser and the individual may make such a confrontation impossible. In the event that such informal, direct communication between individuals is either ineffective or impossible, the following steps should be followed in reporting a harassment complaint. A complaint may be filed by one experiencing or witnessing harassment.

#### Notification of Appropriate Staff

Individuals who believe they have been subjected to harassment should report the incident to the Principal or his/her designee. When appropriate, the Principal or his/her designee will immediately consult with the Board. If the Principal or his/her designee is allegedly involved in the incident, then the individual should report the incident directly to the President of the Board.

Educational Solutions Co. encourages prompt reporting of complaints so that rapid response and appropriate action may be taken, but no limited time frame applies. Late reporting of complaints will not in and of itself preclude Educational Solutions Co. from taking remedial action.

#### Protection Against Retaliation

Educational Solutions Co. will not in any way retaliate or permit retaliation against any individual who makes a good faith report of harassment or who assists or cooperates in an investigation thereof. Retaliation is a serious violation of this harassment policy and should be reported immediately. Any person found to have violated this policy by retaliating against another individual for making a report of harassment or for assisting or cooperating in the investigation thereof will be subject to the same disciplinary action provided for harassment offenders.

#### Investigating the Complaint

Any allegation of harassment brought to the attention of the School will be thoroughly and promptly investigated. Confidentiality will be maintained where possible throughout the investigatory process to the extent practical and appropriate under the circumstances.

### Resolving the Complaint

Upon completing the investigation of a harassment complaint, Educational Solutions Co. will communicate its findings and intended actions.

If the investigation finds that harassment occurred, the harasser will be subject to appropriate disciplinary procedures, as listed below.

If the investigation determines that no harassment has occurred, this finding will be communicated as appropriate.

### Sanctions

Individuals found to have engaged in misconduct constituting harassment will be disciplined, up to and including discharge. Appropriate actions will be determined by the School. For example, action may include reprimanding the offender, documenting the occurrence in the personnel file, referral to counseling, withholding of a promotion, demotion, reassignment, temporary suspension without pay, or termination of employment.

Although Educational Solutions Co.'s ability to discipline a non-employee harasser (e.g., customer, supplier) is limited by the degree of control, if any, that Educational Solutions Co. or the School has over the alleged harasser, any individual who has been subjected to harassment by such an individual should still file a complaint and be assured that the School and Educational Solutions Co. will take those actions it deems appropriate to end any harassment.

## **307 Immigration Law Compliance Policy**

Educational Solutions Co. is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Educational Solutions Co. within the past three years, or if their previous I-9 is no longer retained or valid.

*8 USC § 1324a.*

See **Appendix 307-A** Form I-9, Employment Eligibility Verification.

## **SECTION 310**

### **YOUR EMPLOYMENT AT EDUCATIONAL SOLUTIONS CO.**

## **311 Employment Status**

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Some employees may have an "employment-at-will" relationship. This means that the employee is free to leave Educational Solutions Co. at any time, with or without reason, and that Educational Solutions Co. has the same right to end its employment relationship with that employee. No one at Educational Solutions Co. has authority to make a contrary agreement with you except the Principal or his/her designee. Any such contrary agreement must be in a formal written document and signed by the Principal or his/her designee.

### **312 Employment Contracts**

Employment contracts or letters are issued to some full time employees. Supplemental contracts may be issued to employees who perform duties in addition to their regularly contracted services. Hourly rated employees are not issued annual contracts and they are considered to be casual employees and are paid on a time sheet basis. All contracts are subject to final approval by Educational Solutions Co. and may either be "At Will" contracts or otherwise as stated therein.

### **313 Salaries**

The annual salary of each employee will be paid in 24 equal twice-monthly payments unless they begin their service after the start of a new year and in that instance the salary will be paid in equal installments through the end of the year. Paydays shall be on the 15th and 30th of each month. When payday falls on a weekend or a holiday, the payday will be the last regular workday before the weekend or holiday.

*Fair Labor Standards Act; R.C. 4113.15(A).*

## **SECTION 315**

### **EMPLOYEE QUALIFICATIONS**

#### **316 Teachers**

Applicants must submit the following documents:

- A. Application for employment;
- B. Evidence of a Bachelor's Degree or higher;
- C. Certified transcripts from an accredited college or university attended by the teacher;
- D. Copy of the diploma issued by an accredited college or university;
- E. A current Teaching Certificate issued by the Ohio Department of Education;
- F. References and recommendations for employment, and;
- G. An application for the completion of a Bureau of Criminal Identification and Investigation and FBI criminal background check as required by Ohio law. New employees are employed on a conditional basis pending receipt of a satisfactory background check.

**Every employee must undergo a criminal background check upon application.** Certain convictions as outlined in Ohio Law, referred to as "absolute bar offenses," will prohibit an individual from being employed in a public school. A listing of the disqualifying offenses may be obtained from the School's office. Teachers must comply with all licensure requirements established by the Ohio Department of Education.

In certain circumstances, an individual who would otherwise be disqualified may be hired if that individual's offense has been rehabilitated. Rehabilitation is limited to certain offenses. A complete list of offenses that cannot be rehabilitated ("absolute bar offenses") may be obtained from the School's office. To be rehabilitated, (1) the offense cannot involve a victim who was a

minor or a victim who was or is a student; (2) for a felony, at least five years have passed since the individual was fully discharged from imprisonment, probation, or parole or the individual has had his/her conviction sealed or expunged; (3) for a misdemeanor, at least five years have elapsed since the date of conviction or the individual has had the record of his/her conviction sealed or expunged; (4) the individual is not a "repeat offender" (has not been convicted of any of the offenses listed in R.C. 3319.39(B)(1) or R.C. 3319.31 two or more times in separate criminal actions); (5) the individual has provided written confirmation of rehabilitation efforts, the results of those efforts, and whether the terms of his/her probation, parole, or deferred adjudication have been completed; and (6) as viewed by a reasonable person, the employment of the individual will not jeopardize the health, safety, or welfare of people served by the school. The School has discretion to decide whether the offense has been rehabilitated. Written confirmation required in item (5), above, will not be conclusive evidence that the applicant has met the other rehabilitation requirements required by the Board and by law.

Teachers may be required to possess such other experience, training or special skills as may be required by the Board or the School administration for any specific position.

*R.C. 3319.291; R.C. 3319.30; 3319.39; R.C. 3313.71; OAC 3301-20-01.*

Adopted: September 15, 2016

### **316.1 Ohio Resident Educator Program Policy**

The School, through the Educational Solutions Co., shall institute the Ohio Resident Educator Program which is a four-year, entry-level program for classroom teachers.

The School shall comply with the requirements of the Program as established by the Ohio Department of Education ([education.ohio.gov](http://education.ohio.gov); "Resident Educator Program"), which shall include the following components:

- (1) mentoring by teachers who hold a five-year professional license or two year provisional license that has been renewed two or more times under Ohio law;
- (2) counseling to ensure that program participants receive needed professional development; and
- (3) measures of appropriate progression through the Program.

Every Employee who holds a Resident Educator License or an Alternative Resident Educator License issued under Ohio law must participate in the Teacher Resident Educator Program. Successful completion of the Program is required to qualify for a Professional Educator License issued under Ohio law.

*R.C. 3319.223; O.A.C. 3301-24-04; 3301-24-18; 3301-24-19; 3301-24-20; 3301-24-21.*

See **Appendix 316.1-A** Ohio Resident Educator Rules.

An educational assistant/paraprofessional is a nonteaching employee who directly assists a teacher by performing duties for which a teaching license is not required.

Educational assistants/paraprofessional applicants must submit the following documents:

- A. Application for employment;
- B. Written references and recommendations for employment;
- C. Copy of a valid educational aide permit or paraprofessional license issued by the State Board of Education;
- D. An application for the completion of a Bureau of Criminal Identification and Investigation and FBI criminal background check as required by Ohio law. New employees are employed on a conditional basis pending receipt of a satisfactory background check.

**Every employee must undergo a criminal background check upon application.** Certain convictions as outlined in Ohio Law, referred to as “absolute bar offenses,” will prohibit an individual from being employed in a public school. A listing of the disqualifying offenses may be obtained from the School’s office. Educational assistants must comply with all licensure/permit requirements established by the Ohio Department of Education.

In certain circumstances, an individual who would otherwise be disqualified may be hired if that individual’s offense has been rehabilitated. Rehabilitation is limited to certain offenses. A complete list of offenses that cannot be rehabilitated (“absolute bar offenses”) may be obtained from the School’s office. To be rehabilitated, (1) the offense cannot involve a victim who was a minor or a victim who was or is a student; (2) for a felony, at least five years have passed since the individual was fully discharged from imprisonment, probation, or parole or the individual has had his/her conviction sealed or expunged; (3) for a misdemeanor, at least five years have elapsed since the date of conviction or the individual has had the record of his/her conviction sealed or expunged; (4) the individual is not a “repeat offender” (has not been convicted of any of the offenses listed in R.C. 3319.39(B)(1) or R.C. 3319.31 two or more times in separate criminal actions); (5) the individual has provided written confirmation of rehabilitation efforts, the results of those efforts, and whether the terms of his/her probation, parole, or deferred adjudication have been completed; and (6) as viewed by a reasonable person, the employment of the individual will not jeopardize the health, safety, or welfare of people served by the school. Educational Solutions Co. has discretion to decide whether the offense has been rehabilitated. Written confirmation required in item (5), above, will not be conclusive evidence that the applicant has met the other rehabilitation requirements required by Educational Solutions Co. and by law.

An educational assistant/paraprofessional must be under the supervision and direction of an assigned teacher at all times in the performance of their duties, although such duties need not necessarily be performed in the physical presence of the teacher except as otherwise stated in this policy. An educational assistant/paraprofessional working for the School in a Title I supported program may be assigned to duties consistent with any of the following:

- providing one-on-one tutoring for eligible students during times when the teacher would not otherwise be instructing the student;
- assisting with classroom management, such as organizing instructional and other materials;

- providing assistance in a computer laboratory;
- providing support in a library or media center;
- conducting parental involvement activities;
- acting as a translator;
- providing instructional services to students, if working under the direct supervision of a teacher.

An educational assistant/paraprofessional will be considered to be working under the “direct supervision” of a teacher if:

- the teacher plans the instructional activities that the educational assistant/paraprofessional carries out;
- the teacher evaluates the achievement of the students with whom the educational assistant/paraprofessional is working; and
- the educational assistant/paraprofessional works in close and frequent physical proximity to the teacher.

Nonteaching employees whose functions are solely secretarial and clerical and who do not perform duties as educational assistants are not required to hold a license even though they work under the direction of a teacher.

Educational assistants/paraprofessionals are prohibited from divulging personal information concerning any pupil in the school which was obtained or obtainable while employed, except to the teacher to whom assigned, or the school administrator in such teacher’s absence, or when required to testify in a legal proceeding.

*R.C. 3319.088; R.C. 3319.291; R.C. 3319.39; R.C. 3319.391; O.A.C. 3301-20-01; 3301-24-05; 3301-25.*

### **318 Other Employee**

Prior to employment, applicants for positions that do not require a license issued by the State Board of Education or that involve the operation of vehicles of public transportation must submit the following documents:

- A. An application for employment;
- B. Written references and recommendations for employment;
- C. Copies of any specific license or certificate as may be required by law or by the Board or the School administration for the position sought;
- D. An application for the completion of a Bureau of Criminal Identification and Investigation and FBI criminal background check as required by Ohio law. New employees are employed on a conditional basis pending receipt of a satisfactory background check.

Every employee must undergo a criminal background check at the time of application and then by the fifth of September every five years thereafter, unless the employee is a bus driver, in which

case every six years thereafter. After the initial background checks, the employee will need to provide only an updated FBI criminal background check if the school previously requested a BCI criminal background check, and if he/she presents proof of having been an Ohio resident for the five-year period preceding September 5 of the applicable year. Certain convictions as outlined in Ohio Law will prohibit an individual from being employed in a public school. A listing of the disqualifying offenses may be obtained from the School's office.

In certain circumstances, an individual who would otherwise be disqualified may be hired or retained as an employee if that individual's offense has been rehabilitated. Rehabilitation is limited to certain offenses; a complete list of offenses that cannot be rehabilitated may be obtained from the School's office. To be rehabilitated, (1) the offense cannot involve a victim who was a minor or a victim who was or is a student; (2) the individual has provided written confirmation of rehabilitation efforts and the results of those efforts; and (3) as viewed by a reasonable person, the employment of the individual will not jeopardize the health, safety, or welfare of people served by the school. Educational Solutions Co. has discretion to decide whether the offense has been rehabilitated.

To qualify as rehabilitated, bus drivers must also establish that (1) at least five years have passed since the individual was fully discharged from imprisonment, probation, or parole or since the individual entered a guilty plea, and (2) the individual has not pled guilty, been found guilty by a court, or been convicted of a rehabilitative offense two or more times in separate criminal actions. Educational Solutions Co. has discretion to decide whether the offense has been rehabilitated.

Employees must possess both physical and mental health to be able to fulfill the duties of employment or the continuation of employment.

Employees may be required to possess such other experience, training or special skills as may be required by Educational Solutions Co. or the School administration for the position.

*R.C. 3319.291; R.C. 3319.39; R.C. 3327.10(J); R.C. 3319.391; O.A.C. 3301-20-03; O.A.C. 3301-20-03; O.A.C. 3301-83-23 (Bus Drivers).*

### **319 Substitute Teachers**

Substitute teachers must possess a valid substitute teacher license issued by the Ohio Department of Education. If an applicant can provide evidence that application for a substitute teacher license has been made, that person may be employed conditionally for up to 60 days pending receipt of the license. If a license is not obtained within that period of time, employment will be terminated.

All substitute teachers must complete an application for the completion of a Bureau of Criminal Identification and Investigation and FBI criminal background check as required by Ohio law. New employees are employed on a conditional basis pending receipt of a satisfactory background check.

Certain convictions as outlined in Ohio Law, referred to as "absolute bar offenses," will prohibit an individual from working in a public school. A listing of the disqualifying offenses may be obtained from the School's office.

In certain circumstances, an individual who would otherwise be disqualified may be hired if that individual's offense has been rehabilitated. Rehabilitation is limited to certain offenses. A complete list of offenses that cannot be rehabilitated ("absolute bar offenses") may be obtained from the School's office. To be rehabilitated, (1) the offense cannot involve a victim who was a minor or a student; (2) for a felony, at least five years must have passed since the individual was fully discharged from imprisonment, probation, or parole or the individual has had his/her conviction sealed or expunged; (3) for a misdemeanor, at least five years must have passed since the date of conviction or the individual has had the record of his/her conviction sealed or expunged; (4) the individual must not be a "repeat offender" (has not been convicted of any of the offenses listed in R.C. 3319.39(B)(1) or R.C. 3319.31 two or more times in separate criminal actions); (5) the individual must provide written confirmation of rehabilitation efforts, the results of those efforts, and whether the terms of his/her probation, parole, or deferred adjudication have been completed; and (6) as viewed by a reasonable person, the employment of the individual will not jeopardize the health, safety, or welfare of people served by the school. The School has discretion to decide whether the offense has been rehabilitated. Written confirmation required in item (5) above will not be conclusive evidence that the applicant has met the other rehabilitation requirements required by the Board and by law.

*R.C. 3319.226; R.C. 3319.291; R.C. 3319.36; R.C. 3319.101; 1964 O.A.G. No. 903; OAC 3301-20-01.*

## **SECTION 320 EMPLOYMENT STATUS/PERSONNEL FILES**

### **321 Full-Time Employee**

A full-time employee is one who is expected to regularly work an average of no less than 40 hours per week.

All full-time employees must complete an application for the completion of a Bureau of Criminal Identification and Investigation and FBI criminal background check as required by Ohio law. New employees are employed on a conditional basis pending receipt of a satisfactory background check. Every employee must undergo a criminal background check. Certain convictions as outlined in Ohio Law will prohibit an individual from being employed in a public school. A listing of the disqualifying offenses may be obtained from the School's office.

*Fair Labor Standards Act; R.C. 3319.086.*

### **322 Part-Time Employee**

A part-time employee is one who is expected to work less than 40 hours/week on average.

All part-time employees must complete an application for the completion of a Bureau of Criminal Identification and Investigation and FBI criminal background check as required by Ohio law. New employees are employed on a conditional basis pending receipt of a satisfactory background check. Every employee must undergo a criminal background check. Certain convictions as outlined in Ohio Law will prohibit an individual from being employed in a public school. A listing of the disqualifying offenses may be obtained from the School's office.

*Fair Labor Standards Act (29 USC § 201 et. seq.); R.C. 3319.086.*

### **323 Outside Activities**

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During School hours, employees are prohibited from engaging in personal activities and associations that may be in conflict with the interests of the School or the Educational Solutions Co. Examples of such activities include, but are not limited to private enterprises with competitors or vendors, campaigning for a candidate for political or elected office, and soliciting fees for private tutoring of students. Staff members who have any question regarding a potential conflict of interest should confer with the Principal or his/her designee.

### **324 Personal Information and Access to Personnel Files**

“Personal Information” is any information describing anything about a person who is an employee of the School or about actions done to or by, or about personal characteristics of such an employee, if such Personal Information can be retrieved from a system by a name or other identifying number or symbol assigned to such employee.

Educational Solutions Co. maintains personnel files on each employee. These files may contain the following Personal Information: application for employment; resume; copies of personal references; job evaluations; professional credentials or certification; copies of performance appraisals; disciplinary warning notices; letters of recommendation; criminal background reports and any notices, writings or reports related to the Employee.

To ensure that personnel files are accurate, relevant, timely and complete at all times, it is the responsibility of each Employee to promptly notify the School of any changes in name, telephone number, home address, marital status, change in legal name, addition or deletion of dependents, change in beneficiaries, change in Federal or State tax deductions, scholastic achievements, the individuals to notify in case of an emergency, or any other Personal Information. Personal Information shall be updated annually by the Principal or his/her designee.

Personnel files are the property of Educational Solutions Co., and access to the information they contain is restricted. This is subject only to applicable requirements of public records law. Generally, if the School’s governing authority has a legitimate reason to review information in a file, then it is allowed to do so. The Principal is directly responsible for the Personal Information systems and may adopt further procedural rules consistent with this policy. No Personal Information may be accessed without first completing a written request to the Principal. The Principal may grant blanket access to all or part of the Personal Information systems for employees whose jobs require such access. All Employees granted access to any Personal Information in the files shall be informed of the substantive provisions of the policy and accompanying appendices. In an effort to protect Personal Information in the system from unauthorized modification, destruction, use or disclosure, the Principal shall keep a log of authorized parties and specific access granted, and all Personal Information systems shall be password protected.

The School and Educational Solutions Co. shall maintain and use only Personal Information that is necessary and relevant to the functions that the School is required to perform and shall eliminate Personal Information when it is no longer necessary and relevant to those functions.

If an Employee is asked to supply Personal Information to be maintained in Educational Solutions Co.’s personnel files, Educational Solutions Co. shall inform the Employee whether that information is legally required, or whether the Employee may refuse to provide the Personal Information.

The Principal shall establish disciplinary measures for the unauthorized use of information contained in the system, which shall include, but not be limited to the following: reprimand; suspension or administrative leave with or without pay; termination; referral to authorities for prosecution.

Employees who wish to review their own files should contact the Principal or his/her designee. With reasonable advance notice, Employees may review their own personnel files by appointment.

Procedural rules regarding the operation of the Personal Information System are in Appendix 324-A Personal Information Procedure. Each Employee shall be informed of the rules contained in Appendix 324-A Personal Information Procedure.

*Ohio Privacy Act; R.C. Chapter 1347; R.C. 149.43.*

See **Appendix 324-A** Personal Information Procedure and **Appendix 324-B** Personal Information Notice.

**325 Access to Other Files**  
**325.1 Public Records**

Public records are recorded accounts or information that are kept by the School for the conduct of School business and instruction. Any person may inspect the public records of the School during regular business hours of the office in which such records are kept, provided adequate advance notice is given to the custodian of the records. An Employee or representative will be present during the inspection of the records. A person may purchase copies of the School's public records upon payment of a fee, which is equal to the exact cost of making the copies. The School's public records may not be removed from the School except by an Employee who is authorized to do so.

*R.C. 149.43.*

See also Policy No. 147 Public Records Policy and Policy No. 147.1 Records Retention and Disposal Policy.

**325.2 Student Records**

Student records will be collected and maintained in the School office. These records shall be available only to Students, their Parents, legal guardians or School officials who have a legitimate educational or instructional purpose for the records. Both Parents shall have equal access to their child's records unless a court has ordered otherwise. Upon receiving notification that a student has transferred and when the new school requests student records, the School will forward the records to the new School. Copies may be made of a student's record if requested by a Parent or court appointed guardian. The Principal or his/her designee shall maintain a log of persons who have accessed School records and the specific record(s) which were inspected or copied. An Employee shall be present during the inspection of the records.

*R.C. 3319.321.*

See also Policy No. 294 Student Records and Release of Information and **Appendix 294-B** Request and Consent for Release of Records.

### **325.3 Confidentiality of Records**

If the School or Educational Solutions Co. receives information as confidential from a public agency, the School or Educational Solutions Co. will maintain the confidentiality of such information unless directed to do otherwise by a court of law, to the fullest extent permitted by law.

*R.C. 149.43.*

See also Policy No. 147 Public Records Policy; Policy No. 147.1 Records Retention and Disposal Policy; Policy No. 294 Student Records and Release of Information; and **Appendix 294-B** Request and Consent for Release of Records.

### **326 Board Staff Communications**

Staff members report directly to the Principal or his/her designee regarding administrative and instructional issues. The Principal or his/her designee reports to the Board on all issues which affect the operation of the School and on any other concerns regarding the School.

All communications from staff members to the Board should be submitted through the Principal or his/her designee. This procedure shall not deny any employee the right to appeal to the Board through established procedures. The appropriate forms to initiate a communication or an employee grievance may be obtained from the Principal or his/her designee.

## **SECTION 330 ETHICAL BEHAVIOR**

### **330.1 General Ethical Behavior**

Both Educational Solutions Co. and the School require exemplary moral and ethical standards of conduct by Educational Solutions Co. employees, including high standards in interpersonal relationships with other employees, parents, visitors, and with students.

A public school teacher may not (1) authorize or use his/her position as a teacher to secure authorization of a contract of the Board in which he/she or their family members or business associates have an interest (2) profit from a School contract he/she authorize unless it was awarded to the lowest and best bidder after a competitive bid, or, (3) have an interest in the profits or benefits of a School contract other than his/her own employment contract.

*R.C. 102.04(C), R.C. 2921.42, R.C. 2921.43.*

See also Policy No. 114 Ethics and Conflicts Policy.

### **331 Use of Alcohol and Drugs**

Persons subject to the terms of this policy and the testing procedures are as follows:

- A. All employees.
- B. All employees of temporary employee agencies or employee leasing services assigned to perform work for or on behalf of the School or its subsidiaries.

C. All employees of contractors providing services at School locations.

D. All applicants for employment who may work at the School.

The policy of the School prohibits possession of, use of, or being under the influence of alcohol or illegal drugs or other controlled substances during working hours, on School property at School programs, or School activities, in any facility maintained by the School or Educational Solutions Co., or in School-supplied or Educational Solutions Co.'s vehicles.

Employees are a valuable resource and for that reason, their health and safety is of paramount concern. The School will not tolerate any alcohol or drug use which imperils the health and well-being of employees or threatens its business. The use of illegal drugs and abuse of other controlled substances, on or off duty, is inconsistent with the law-abiding behavior expected of all employees. Employees who use illegal drugs or abuse other controlled substances, on or off duty, pose a risk to their own health and safety, as well as that of other employees. Such employees also tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost, delay, and risk in the School's business. Employees have the right to work in a drug-free environment. In addition, alcohol and drug abuse inflicts a toll on the nation's productive resources and the health and well-being of American workers. Educational Solutions Co. is, therefore, committed to maintaining a safe workplace, free from the influence of alcohol and drugs.

*U.S. Const. Amend. IV, XIV; Oh. Const. Art. 1 §14; R.C. 2925.03; R.C. 3319.20; R.C. 4123.34.*

### **331.1 Use of Over-the-Counter Medicine and Authorized Use of Prescription Medicine**

Employees using over-the-counter medication or medication prescribed by a physician are expected to discuss potential side effects with a physician. An employee using any drug which may alter his or her physical or mental ability must report this treatment to the Principal or his/her designee, who will determine whether Educational Solutions Co. should temporarily change the employee's job assignment during the period of treatment.

### **331.2 Prohibitions**

The School's policy prohibits the following:

- E. Use, possession, manufacture, distribution, dispensation, or sale of illegal drugs, alcoholic beverages, and tobacco products on School premises or School business, in School supplied vehicles, or during working hours.
- F. Unauthorized use or possession, or any manufacture, distribution, dispensation, or sale of a controlled substance on School premises or any facility maintained by the School, in School supplied vehicles, or during working hours.
- G. Use, manufacture, distribution, dispensation, possession, storage, or any sale of alcohol or illegal drugs or controlled substances on School premises or School business, in School supplied vehicles, or during working hours.
- H. Being under the influence of alcohol or a controlled substance or illegal drugs on School premises or School business or at any facility maintained by the School, in School supplied vehicles, or during working hours.

- I. Use of alcohol off School premises that adversely affects the individual's work performance, his own or others' safety at work, or which the School regards as adversely affecting its reputation in the community or with its customers.
- J. Possession, use, manufacture, distribution, dispensation, or sale of illegal drugs off School premises.
- K. Switching or adulterating any urine, blood, or other sample submitted for testing.
- L. Refusing consent to testing or to submit a urine, blood, or other sample for testing when requested by management.
- M. Refusing to submit to a search when requested by management in accordance with this policy.
- N. Failure to adhere to the requirements of any alcohol or drug treatment or counseling program in which the employee is enrolled.
- O. Arrest or conviction under any criminal drug law.
- P. Arrest or conviction under any law prohibiting driving under the influence of alcohol or other drugs.
- Q. Failure to notify the School of any arrest or conviction under any criminal drug law or laws prohibiting driving under the influence of alcohol or other drug, within five (5) days of the arrest or conviction.
- R. Refusing to sign a statement agreeing to abide by the School's Alcohol and Drug Abuse Policy.
- S. Refusing consent or refusing to submit to pre-employment testing.

*R.C. 2925; R.C. 2925.03.*

### **331.3 Searches**

- T. Whenever Educational Solutions Co. has reason to believe that an employee's work performance or on-the-job behavior may be affected by alcohol or drugs, Educational Solutions Co. may search the employee, the employee's locker, desk, or other School property under the control of the employee, as well as the employee's personal effects or automobile on School property or any facility maintained by the School or Educational Solutions Co.
- U. Whenever Educational Solutions Co. has reason to believe that an employee possesses alcohol or drugs on School premises, Educational Solutions Co. may search the employee, the employee's locker, desk, or other School property under the control of the employee, as well as the employee's personal effects or automobile on School property or any facility maintained by the School or Educational Solutions Co.

*U.S. Const. Amend. IV, XIV; Oh. Const. Art. 1 §14.*

### **331.4 Consequences for Violation of this Policy**

- V. Violation of the School's Alcohol and Drug Abuse Policy may result in severe disciplinary action, including discharge, at Educational Solutions Co.'s sole discretion.
- W. In addition to any disciplinary action, Educational Solutions Co. may, in its sole discretion, refer the employee to a treatment and counseling program for alcohol or drug abuse. The Principal shall determine whether an employee it has referred for alcohol or drug treatment and counseling should be temporarily reassigned to another position.
- X. Educational Solutions Co. will promptly terminate any employee who tests positive for alcohol or drugs while undergoing treatment and counseling for alcohol or drug abuse, regardless of whether such treatment and counseling is voluntary or required by Educational Solutions Co.
- Y. The results of, or an employee's refusal to submit to, any chemical/drug/alcohol test described herein may, in addition to any disciplinary action imposed, disqualify an employee from receiving compensation and benefits under Ohio's workers' compensation laws.

### **331.5 Testing**

- Z. Whenever Educational Solutions Co. has reason to believe that an employee's work performance or on the job behavior may be affected in any way by alcohol or drugs, Educational Solutions Co. may require the employee to submit a urine, blood, or other sample for testing.
- AA. Educational Solutions Co. will afford employees subject to testing the opportunity, prior to testing, to list all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances surrounding the use of such drugs.
- BB. Employees subject to testing must sign an approved form consenting to the testing and consenting to the release of the test results to Educational Solutions Co. Refusal to sign the consent form will be considered refusal to be tested and will result in discharge and may result in denial of workers' compensation benefits.
- CC. Educational Solutions Co., prior to taking any action, will give all applicants and employees who test positive the opportunity to explain in writing the test results.

### **331.6 Types of Testing**

All employees are subject to the following types of testing:

#### **A. Post-Accident Testing**

1. Alcohol and drug testing is required of employees if impairment may have either contributed to an accident or cannot be completely discounted as a contributing factor to an accident. Because alcohol does not remain in the body for extended periods of time, testing will be done as soon as possible.
2. Reportable accidents that may require testing include:
  - a. Death of any person;

- b. Bodily harm to any person resulting in one or more of the following:
    - (i) Loss of consciousness
    - (ii) Necessity to carry person from the scene
    - (iii) Necessity for medical treatment (beyond first-aid)
    - (iv) Disability which prevents the discharge of normal duties or pursuit of normal activities beyond the day of the accident;
  - c. Explosion or fire;
  - d. Serious damage to the property of the School or others; or
  - e. Any other event that is serious in the judgment of the School.
3. If any employee who is subject to post-accident testing is conscious and refuses to be tested, that person will immediately be placed on suspension, pending further disciplinary action.

**B. Other Testing**

- 1. Alcohol and drug testing of employees will be conducted when there is reason to believe the employee is impaired from the use of alcohol or drugs. A decision to test will be based on specific physical, behavioral, or performance indicators of possible alcohol or drug use. For example, repeated errors on the job, regulatory or School rule violations, or unusual time and attendance patterns could provide evidence to test an employee based on reasonable cause.
- 2. Any employee who is tested will immediately be placed on suspension pending test results.
- 3. The School may conduct pre-employment testing.

*R.C. 4123.651.*

Adopted: \_\_October 20, 2016\_\_

**331.7 Medical Examinations**

Employees may be required to undergo medical examinations from time to time during their employment if, in the judgment of Educational Solutions Co., such examinations are shown to be job-related and consistent with business necessity. An Educational Solutions Co.-designated health care provider may perform examinations or the employee may be required to provide results of a medical examination from the employee's health care provider. Educational Solutions Co. will maintain employee medical records in a file separate from other personnel records, and access to such medical information will be restricted as allowed or required by law.

*R.C. 149.43; R.C. 1347; R.C. 4123.651.*

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**333 Weapons in the Workplace**

## Objective

To create a safe working environment for our employees and students by prohibiting the possession and/or use of weapons in the workplace. Educational Solutions Co. and the School will not tolerate any weapon possession or use.

## Scope

Persons subject to the terms of this policy are as follows:

- A. All employees of Educational Solutions Co.
- B. All substitute teachers working in the School.
- C. All employees of contractors providing services on behalf of the School or Educational Solutions Co.
- D. All applicants for employment with Educational Solutions Co.
- E. All other persons, including visitors, vendors, subcontractors, students, etc.
- F. All persons, except
  - law enforcement personnel or state or federal officers, agents, or employees who are authorized to carry deadly weapons or dangerous ordnance and are acting within the official duties of such position;
  - security officers employed by the Governing Authority who are on duty and authorized to convey or possess deadly weapons or dangerous ordnance in(to) the school safety zone;
  - any other person with written authorization from the Governing Authority to convey or possess deadly weapons or dangerous ordnance in(to) the school safety zone.

## Policy

This policy prohibits possession and/or use of prohibited weapons at any time on School grounds, a School vehicle, or at a School sponsored event. However, an individual with a valid concealed-carry license or temporary emergency license who is either a driver or passenger in a motor vehicle and who is immediately in the process of dropping off or picking up a child in a school safety zone may convey, attempt to convey, or possess an unloaded handgun in(to) the school safety zone if one of the following applies:

- (1) the handgun is in a closed case, bag, box or other container that is in plain sight and that has a lid, cover or closing mechanism with a zipper, snap or buckle, which lid, cover or closing mechanism must be opened for a person to gain access to the handgun;
- (2) the handgun is located in a compartment that can be reached only by leaving the vehicle;  
or
- (3) the handgun is located in plain sight and secured in a holder for the purpose.

Prohibited weapons include any form of weapon and any form of explosive restricted under local, state or federal law or regulation. This includes all firearms, illegal knives or other weapons restricted by the law. The terms “deadly weapon” and “dangerous ordnance” are defined in R.C. 2923.11. If you have a question about whether an item is covered by this policy, please contact the Superintendent or his/her designee. You will be held responsible for making sure beforehand that any potentially covered item you possess is not prohibited by this policy.

### Prohibitions

The School's policy prohibits:

- A. Use or possession of weapons on School grounds, on a School vehicle, or at a School sponsored event.
- B. Use or possession of weapons while performing any task on the School's behalf.
- C. Refusing to sign a statement agreeing to abide by the School's Weapons in the Workplace Policy.
- D. Failing or refusing to report a known violation of this policy.
- E. Failing or refusing to cooperate with any investigation relating to a possible violation of this policy.

### Searches

Whenever Educational Solutions Co. has reason to believe that an employee possesses a weapon on School premises, Educational Solutions Co. may search the employee, the employee's locker, desk, or other School property under the control of the employee, as well as the employee's personal effects on School property or any facility maintained by the School or Educational Solutions Co.

### Consequences For Violation of This Policy

- A. Violation of this Weapons Policy may result in severe disciplinary action, including discharge, at Educational Solutions Co.'s sole discretion.
- B. Using or possessing a weapon on School grounds in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal from School grounds and may result in criminal prosecution.

If you become aware of anyone violating this policy, take no action and immediately report it to your supervisor or to the Principal, or the Director of Academics and the Principal, or the Superintendent or his/her designee.

*Gun Free School Zones Act, 18 USC 922(q); Gun Free Schools Act, 20 USC 7151; R.C. 2923.11; R.C. 2923.122; R.C. 2923.126; R.C. 2923.16.*

See also Policy No. 421 Dangerous Weapons and **Appendix 333-A Notice Regarding Weapons in the Workplace.**

### 334 Intentionally Left Blank

### 335 Mandatory Reporting of Misconduct by Licensed Employees

The Board recognizes its responsibility to effectively address employee misconduct.

#### Definitions

“Licensed professional staff member” refers to employees who hold an educator's license or certification with the Ohio Department of Education (“ODE”) (including the Treasurer and Business Manager), educational assistants (aides with a permit and paraprofessionals with a license from ODE), employee holding a one (1) year conditional teaching permit in the area of intervention specialist or seeking an alternative educator license, and those employees who do not hold a valid educator's license but who are employed by the Board under a Pupil Activity Program Permit. For purposes of this policy, licensed professional staff member will be referred to as “employee.”

“Conduct unbecoming the teaching profession” is defined to mean:

- A. crimes or misconduct involving minors;
- B. crimes or misconduct involving school children;
- C. crimes or misconduct involving academic fraud;
- D. crimes or misconduct involving the school community;
- E. making, or causing to be made, any false or misleading statement or concealing a material fact in obtaining the issuance or renewal of any educator licensing documents;
- F. the violation of the terms and conditions of a consent agreement with the State Board of Education;
- G. a plea of guilty to or a finding of guilt or conviction upon any offense enumerated under R.C. 3319.39.

The complete rule adopted by the State Board of Education is in **Appendix 335-A**.

#### Reporting Professional Misconduct

The Principal is responsible for reporting teacher misconduct to ODE. If the Principal is the employee who must be reported, the Board president or chairperson must make the report. The Principal must report misconduct by an employee of an operator who is working in the School.

#### Reports

Reports must be filed about School and/or operator’s employees working in the School under the following circumstances:

- A. When the Principal, Board president, or chairperson knows that an employee has a **guilty plea or conviction**, or has been found to be eligible for intervention in lieu of conviction, or for a pre-trial diversion program concerning a disqualifying or other criminal offense applicable to teachers;

- B. When the Principal or Board president or chairperson has initiated **termination or nonrenewal** proceedings against, has terminated, or has not renewed the contract of the employee because the Principal or Board president or chairperson has reasonably determined that the employee has committed an act that is unbecoming to the teaching profession or a disqualifying criminal offense or other criminal offense applicable to **teachers**.
- C. When the employee has **resigned under threat** of termination or nonrenewal for an act that is unbecoming to the teaching profession or a disqualifying or other criminal offense applicable to teachers.
- D. When the employee has **resigned because of or in the course of an investigation** by the Board regarding whether the employee has committed an act that is unbecoming to the teaching profession or a disqualifying or other criminal offense applicable to teachers.

The report must be made to ODE and must include the name and social security number of the employee in question together with a factual statement. The making of a report does not itself create any legal presumption that the described misconduct or any related crime has in fact occurred. The form for reporting misconduct is in **Appendix 335-B**.

A report must be kept in the employee's personnel file. The State Board of Education may proceed to conduct an investigation to determine whether further action is warranted. If, after an investigation, ODE determines that the results of that investigation do not warrant initiating action, the Board must move such reports from the employee's personnel file to a separate public file.

*R.C. 3314.40-3314.403, R.C. 3314.99.*

### **336 Social Networking Websites/Teacher Blogging**

Social media tools offer the opportunity for users to gather in online communities of shared interest and to create, share, or consume content. Social media tools include social networking sites such as Facebook, video and photo sharing websites such as YouTube and Flickr, micro-blogging sites such as Twitter, weblogs, corporate blogs, personal blogs, conversation pages, discussion boards, message boards, news forums, wikis, virtual worlds, or any other websites that allow users to publish user generated content.

Once something is posted online, it can become viral and may never be completely eliminated—even if deleted. Public online forums and websites are accessed by many people, including our parents and students and may reflect upon the posting Staff Member, Educational Solutions Co., and/or the School.

Staff Members are advised to exercise discretion and good judgment and act in a positive and ethical manner in using social media tools when they are officially responsible for representing the School and when they are discussing Educational Solutions Co. or the School, aspects of their job or employment with Educational Solutions Co., School-related issues or other issues impacting Educational Solutions Co. or the School, or any matters impacting the perception of Educational Solutions Co. or the School.

Staff Members are personally responsible for the content they publish via social media tools and should have no expectation of privacy in such forums. Staff Members should monitor the content of their “pages” and remove anything that violates the terms of this policy or any other School policy immediately.

Staff Members may not represent themselves as spokespersons for Educational Solutions Co. or the School without express authorization. It should be clear that all information shared via social media tools solely expresses the thoughts of the writer/poster/etc. and has not been communicated on behalf of Educational Solutions Co. or the School. Staff members must abide by all copyright and intellectual property laws in the event that they elect to use School or company logos.

Nonpublic proprietary information relating to the School or Educational Solutions Co. is property of Educational Solutions Co., and the unauthorized disclosure or distribution of such information is forbidden unless otherwise authorized by law.

Staff Members may not post images or photos of students and should use special caution before posting pictures of others.

Staff Members may not post or display comments about coworkers or supervisors that are vulgar, obscene, threatening, intimidating, harassing, or a violation of workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic. Staff Members may be held responsible for the use of ethnic slurs, personal insults, obscenity, or for engaging in any of the above conduct that would not be acceptable in the workplace itself. Staff Members also are prohibited from posting data, links, documents, photographs or inappropriate information on any website that may result in a disruption of classroom activity.

Fraternization between Staff Members and Students via the Internet, personal e-mail accounts, social networking websites and other modes of virtual technology is also prohibited.

Access to social networking websites during working hours or via school computers/devices is prohibited.

When used properly, blogging can be a great way for teachers to learn new ideas for the classroom. However, Staff Members must use discretion and good judgment when posting comments on a blog.

Staff Members who blog in their capacity as staff members of the School may be asked by the Principal to put a disclaimer on their blog stating that the opinions expressed are their own and they do not necessarily reflect the beliefs or ideologies of the School or Educational Solutions Co. The Principal may make such a request if he or she reasonably believes that information in the blog could appear to a reasonable person to be written on behalf of or with the authorization of the School.

Under certain circumstances, the Principal must report acts unbecoming to the teacher profession to the Ohio Department of Education. The definition of “conduct unbecoming to the teaching profession” includes but not be limited to the following: “using technology to intentionally host or post improper or inappropriate material that could reasonably be accessed by the school community” and “using technology to promote inappropriate communications with students.”

Accordingly, a licensed Staff Member's use of technology may result in their conduct being reported to the Ohio Department of Education, which may result in the ODE taking disciplinary action against a Staff Member.

*See Licensure Code of Professional Conduct for Ohio Educators, Adopted March 11, 2008, State Board of Education.*

**SECTION 340  
EMPLOYEE AND STUDENT CARE AND SAFETY**

**341 Staff Student Relationship**

Professional and support Staff members, because of their proximity to Students, are frequently confronted with situations which, if handled incorrectly, could result in liability to the School and personal liability to the Staff member. Compliance with the following guidelines will minimize that possibility.

1. Each Staff member shall maintain a standard of care for supervision, control, and protection of Students commensurate with assigned duties and responsibilities.
2. A Staff member should not voluntarily assume responsibility for duties s/he cannot reasonably perform. Such assumption carries the same responsibilities as assigned duties.
3. A Staff member shall provide proper instruction in the safety matters presented in assigned curriculum guides.
4. Each Staff member shall immediately report to the Principal or his/her designee any accident or safety hazard s/he detects.
5. A Staff member shall not send students on any personal errands.
6. A Staff member shall not associate with Students at any time in a manner which gives the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as tobacco, alcohol, or drugs.

This provision should not be construed as precluding a professional or Staff member from associating with Students in private for legitimate or proper reasons.

7. If a Student comes to a Staff member to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, the Staff member may help the student make contact with certified or licensed individuals in the community or the facility who specialize in the assessment, diagnosis, and treatment of the Student's problem. Under no circumstances should a Staff member attempt, unless properly licensed and authorized to do so, to counsel, assess, diagnose, or treat the Student's problem or behavior.
8. A Staff member shall not transport Students in a private vehicle without the approval of the Principal or his/her designee. Such approval shall be granted for emergencies only or pursuant to a Parental consent and waiver, and shall not operate to subject the School to liability for accidents or injuries.

9. A Student shall not be required to perform work or services that may be detrimental to his/her health.
10. Possession of weapons or any device designed to inflict bodily harm by any Staff member, Student or visitor while on School grounds, on a School vehicle, or at a School sponsored event is prohibited and shall result in suspension or dismissal of the Student or the employee.

Pursuant to the Ohio laws, each Staff member shall report immediately to the Principal or his/her designee any sign of suspected child abuse or neglect. The Principal or his/her designee shall follow required procedures for reporting suspected child abuse or neglect to proper legal authorities.

See Policy 229 Child Abuse and Neglect, Policy 347 Student Transportation by Private Vehicle, Policy 342 General Safety Rules, Policy 343, Reporting Accidents, and Policy 426 Accidents to Students Policy.

### **342 General Safety Rules**

The School has written and posted fire, tornado and emergency safety procedures. These procedures are reviewed with Students and Staff members.

Students shall not be left unattended. If a teacher leaves the classroom another Staff person must be left in charge.

In class projects, experiments and similar activities, which could have some measure of potential danger, must first be approved by the Principal or his/her designee. If approved, the Staff member must provide intensive close supervision of the project.

Chemicals and chemical products shall be secured and placed in locked storage units. (See School procedure manual for further specific actions to be taken regarding hazardous chemicals)

See also Policy No. 424 Emergency Preparedness and Evacuation, **Appendix 424-A** Safety and Health Plan Emergency Drills; Policy No. 428 Bomb Threat Policy; **Appendix 428-A** Bomb Threat Form and Call Checklist; Policy No. 441 OSHA Compliance/Risk Reduction Programs; Policy No. 443 Hazard Communication Program; Policy No. 444 Toxic Hazards and Asbestos Hazards; Policy No. 447 School Safety Plan.

### **343 Reporting Accidents**

All accidents on School property, on School transportation, and at School-sponsored events must be reported to the Principal or his/her designee immediately. An accident report form must be completed as soon as possible following the accident and turned into Principal or his/her designee. These reports will be compiled, summarized and submitted to the Board quarterly. See **Appendix 426-A** for accident/incident reporting form.

*R.C. 4123.51; R.C. 4123.511.*

See also Policy 426 Accidents to Students, **Appendix 426-A** Form for Reporting Accidents to Students, Policy 405 Emergency Medical Procedures, Policy 409 Control of Blood-Borne Pathogens, Policy 410 Hand-Washing Procedures, Policy 411 Head Lice Infestation Administrative Procedures, and Policy 412 Infectious Disease Policy.

#### **344 Injuries**

The main office shall have a first aid kit for treating minor injuries. Minor scratches and cuts may be attended to in the classroom or School office. When a student is more seriously injured, the Principal or his/her designee shall contact the parent or guardian. If medical treatment is indicated, appropriate steps shall be taken. The child's health form should be taken from the file and be available for examination. Teachers shall not administer medication to students.

Once the squad is called, they have the authority to determine if transport to a hospital is needed. The School shall notify the parent or guardian regarding the accident and the action taken.

#### **345 Special Medical Needs**

Parents are responsible for notifying School officials if a student has any special medical needs. Educational Solutions Co. personnel will not address any needs requiring the services of a trained professional. In most instances, the special medical needs will result in limited participation in certain activities and classes rather than any treatment being administered. In all instances, the Principal or his/her designee will make the final decision as to how to handle any special needs requests.

#### **346 Student Abuse and Neglect**

Any Staff member acting in his or her official capacity who knows or reasonably suspects that a child has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates child abuse or neglect shall immediately report the suspicions to the proper authorities as required by law and to the Principal or his/her designee. The Staff member shall make such a report to the public children services agency or a municipal or county peace officer in the county in which the child resides or in which the abuse or neglect is occurring or has occurred. The Principal or his/her designee shall then investigate and, if necessary, contact the appropriate authorities on his or her own behalf. The identity of a reporting Staff member shall be kept confidential to the fullest extent permitted by law. The identity of the Student and any information pertaining to the report shall not be shared with any unauthorized person.

*R.C. 2151.421; R.C. 3319.073.*

See also Policy No. 229 Child Abuse and Neglect.

#### **347 Student Transportation by Private Vehicle**

Educational Solutions Co. authorizes the incidental transportation by private vehicle of School students. Any such transportation must be approved in advance and in writing by the Principal or his/her designee. The parent of the participating student will be given, upon request, the name of the driver, the owner of the vehicle, and the description of the vehicle.

No person shall be approved for the transportation of students in a private vehicle who is not an employee of Educational Solutions Co.; an approved volunteer; the parent of a student enrolled in the School; and the holder of a currently-valid license to operate a motor vehicle in the State of Ohio ("Approved Driver").

No person shall be permitted to transport students if s/he does not possess and maintain automobile liability and personal injury insurance.

The responsibility of professional staff members for the discipline and control of students will extend to their transportation of students in a private vehicle. Drivers who are not professional staff members are requested to report student misconduct to the Principal.

#### Guidelines for Transportation of a Student in a Private Vehicle

These guidelines are to be followed whenever an Approved Driver will be transporting students by a private vehicle whether it is in his/her vehicle or another private vehicle:

1. Determine that transportation by School vehicle is unavailable or not feasible.
2. Obtain written consent from each student's parent using **347-A-Parental Consent for Transportation by Private Vehicle Permission Form**. No student shall be allowed to ride in the vehicle without his/her parent's written consent.
3. Submit form **347-B- Request for Transportation by Private Vehicle** to the Principal for his/her approval prior to the trip. Attach the parent consent forms to the request form.
4. The Approved Driver shall keep a copy of each student's Emergency Medical Authorization Form.
5. The Approved Driver shall provide the School office with a list of names of the students who will be riding in the vehicle.

This guideline does not apply if an Employee regularly uses his/her vehicle or another private vehicle to transport School students. In such case, the School employee must comply with the Ohio Pupil Transportation Operation and Safety Rules of OAC 3301-83 et seq.

### **348 Emergency Procedures**

#### **348.1 Emergency School Evacuation**

The School has a written and posted set of procedures which will insure the health and safety of students and employees in the event an evacuation of the School is necessary.

See also Policy No. 424 Emergency Preparedness and Evacuation; **Appendix 424-A Safety and Health Plan Emergency Drills**; Policy No. 428 Bomb Threat Policy; **Appendix 428-A Bomb Threat Form and Checklist**; and Policy No. 447 School Safety Plan.

### **348.2 Emergency School Closing/Inclement Weather**

The School will follow the decisions of the Principal or his/her designee regarding weather related closings. Information about the School closing will be posted on the School telephone system. The Principal or his/her designee may close the School, delay the opening of the School, or dismiss School early when such actions are required for the protection of the health and safety of students and employees. In the event School is closed, no School related activities will be held.

### **349 Threatening Behavior Toward Staff Members**

All Staff Members should work in an environment free of threatening speech or actions. Threatening behavior that consists of words or deeds that intimidate the Staff Member or cause anxiety concerning his/her physical well-being are strictly forbidden. Any student, parent, visitor, Staff Member, representative of the School, vendor of the School or guest, invitee, or trespasser who is found to have threatened a member of the Staff will be subject to discipline or reported to the authorities. The Principal shall implement the guidelines, outlining the appropriate procedures for prompt and effective action on any reported incidents.

See **Appendix 349-A Threatening Behavior Toward Staff Members Procedure**. See also Policy 427 Visitors, Volunteers and Guests; and Policy 422 Public Conduct on School Property.

## **SECTION 350**

### **SCHOOL STAFFING, ORGANIZATION AND TRAINING**

#### **351 General Policy**

On a regular basis, the Principal or his/her designee will review the staffing, training, and organization needs of the School for the purpose of recommending changes, if needed, to the Board.

#### **352 Staff Development**

The teaching staff is encouraged to continue their professional growth through a variety of activities. Teachers and Teacher Aides will attend in service training which is conducted throughout the school year. Absence requests must be submitted to the Principal or his/her designee for prior approval.

#### **353 Performance Evaluation of Staff**

Every staff member, both certificated and non-certificated, will receive one formal performance evaluations during the year which will incorporate all ongoing assessments (observations) made frequently throughout the year. Such assessments will include, but not limited to, the student performance outcomes.

The performance evaluation process is designed to provide the information employees need in order to maintain or improve their performance. The results of the performance evaluation will be used to assess continued employment and the level of compensation for the following year. All evaluation documents shall be dated and signed by the evaluator and the person being evaluated.

### **354 Performance Coaching**

Following an employee evaluation, if the Principal or his/her designee determines that the employee's performance does not meet the standards of the Educational Solutions Co., the Principal or his/her designee may engage the employee in the Performance Coaching Process. This process shall not interfere with the Educational Solutions Co.'s right to terminate an employee.

1. The Principal or his/her designee will meet with the employee to discuss the performance concern(s) and to identify ways to improve the employee's performance. This discussion must be documented and include specific measurable performance objectives that the staff member must meet within a specified time. The date and time of the next meeting will be established before the meeting is concluded.
2. If the employee does not meet the objectives by the time of the second meeting or if improvement is not sustained, then at the discretion of the Principal or his/her designee, a second plan similar to the first may be devised or the Principal or his/her designee may elect to proceed to step 3 (below). This meeting also must be documented.
3. If the employee's performance still does not improve or is not sustained at a level satisfactory to the Principal or his/her designee, then appropriate action may be taken which could include termination.

### **355 Reduction of Staff**

Educational Solutions Co. reserves the right to eliminate positions and reduce staff as deemed necessary. The Principal or his/her designee shall make recommendations for staff reduction and report them to the Board of Directors of Educational Solutions Co.

### **356 Local Professional Development Committee**

In compliance with Ohio Revised Code ("R.C.") 3314.03, the School will follow the requirements for establishing a Local Professional Development Committee ("LPDC"), as is required by R.C. 3319.22. In establishing the LPDC, the following shall apply:

1. The LPDC shall be a consortium with other public community schools managed by Educational Solutions Co. ("Schools") referred to herein as "consortium" or "constituents."
2. The certified/licensed general education teachers in the School shall elect, by majority vote, three (3) certified/licensed teachers to be a member of the LPDC.
3. Representation of a principal on the LPDC shall be determined by majority vote of the School Governing Authority (if the LPDC is a building level committee), or, of the principals of the constituents participating in the LPDC (if the LPDC is and building and non-building level consortium). The following apply to the votes of the principal if the LPDC is both a building level and non-building level consortium:
  - a. The principals of the constituents shall vote at a time concurrent with the vote by the teacher constituents.

- b. The principals of the consortium shall vote on an order of membership on the LPDC whereby the principal's representation shall revolve between the consortium schools on a yearly basis.
4. An additional member of the LPDC may be elected by the Principal, and if none, by the School Governing Authority, or, if the committee is a consortium of building and non-building level schools, by the three teachers and the principal representatives.
5. The activities of the LPDC shall apply to each constituent as though the consortium were a district.
6. The terms of the members of the LPDC shall be one (1) year and the members may be re-elected in accordance with 2, 3, and 4 above. Members may serve additional terms, except for the principal in accordance with 3(b) above, if applicable.
7. Mid-term vacancies on the LPDC shall be filled by: for teachers, by a majority vote of those teachers elected to the LPDC, and, for principals, by the Principal of the School, or, if none, by the School Governing Authority or Authorities.
8. The LPDC shall meet at least two (2) times per school year, but may meet more. This policy empowers the LPDC to determine the frequency, time, and place of the meetings and such decisions shall have a binding effect.
9. An educator wishing to appeal the decision of the LPDC may appeal to the President of the School Governing Authority and the President of the Board of Directors of Educational Solutions Co.
10. Any tie vote or any vote without a majority shall be decided by the President of the Board of Directors of Educational Solutions Co.
11. The LPDC shall 1) set the requirements for teachers requiring renewal of Ohio Department of Education certificates or licenses, 2) make decisions regarding participation in external training or professional development, 3) address the performance improvement processes internally, and 4) all other matters required by law.

*R.C. 3319.22*

### **SECTION 360**

### **EMPLOYEE MISCONDUCT, DISCIPLINE, AND TERMINATION**

#### **361 Employee Discipline**

Educational Solutions Co. 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 or Educational Solutions Co.'s policies, practices, and procedures.

Although Educational Solutions Co. 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 Educational Solutions Co.'s or the School's ability to carry out its mission. If the School determines that these, or similar circumstances exist, Educational Solutions Co. 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.

## **362            Disciplinary Procedure**

### **Step 1: Oral 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 Principal 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 Principal 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.

## **363            Termination**

In certain circumstances, Educational Solutions Co. 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;
- Intentional destruction or unauthorized use of School property;
- Falsification of School or Educational Solutions Co. Records;
- Unacceptable work performance, including irregular or tardy attendance;
- Willful violation of School policies or property;
- Unacceptable attendance record;
- Providing inappropriate assistance or information to students on tests, or other testing violations;
- 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 or Educational Solutions Co. property
- Sleeping on duty;
- Neglect of duty and disruption of others;
- Insubordination or inefficiency;
- Abuse or inappropriate access of confidential information;
- Violation of School or Educational Solutions Co. safety or security regulations;
- Violation of procedures or policies of the School;
- Unequal application of procedures or policies of the School or Educational Solutions Co.;
- Conduct unbecoming to a teacher or employee.

**364            Resignation**

When an employee wishes to resign, he/she must submit their resignation in writing at least 30 days prior to the effective date.

**365            Whistleblower Policy**

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 is:

- (1) 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;
- (3) 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)*

## SECTION 370 COMPENSATION AND BENEFITS

**371      General Policy**

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The School strives to establish pay levels that are competitive with those of similar Schools in our area. The School's goal is to attract excellent staff-one of our School's most valued assets. Adjustments may be made by Educational Solutions Co., taking into consideration past performance, experience, market availability, job responsibilities, etc.

**372 Scheduling**

The hours worked will be established and changed as necessary to meet the needs of Educational Solutions Co. and its students. A general description of School and work hours will be announced at the beginning of the School year. This schedule may change from time to time as necessary.

**373 Recording Work Time**

All hourly employees are responsible for keeping accurate time records in accordance with School procedure. Instructions will be given by the Principal or his/her designee as to how to complete your time slip. You are not to complete any other employees' time slip nor permit/direct someone else to complete yours.

*20 USC 211(c).*

**374 Overtime Pay**

As defined by law, nonexempt employees receive overtime pay for hours worked beyond 40 in a workweek. Overtime is defined as any hours in excess of 40 hours accumulated during the normal work week which is Sunday through Saturday. Overtime hours are paid at time and one half. A substantial amount of overtime is available to employees with good attendance and work performance.

Under federal law, exempt employees generally speaking, salaried executive, professional, and administrative employees, as defined by law, and outside sales persons, as defined by law are exempt from the law requiring payment for overtime work. Exempt employees are responsible for working as many hours as necessary to get the job done and are not offered to overtime pay. At hire you will be notified of your exempt or non-exempt status.

*29 U.S.C. 207(a)(1) – (2); R.C. 4111.03.*

**375 Salary Deduction Policy**

It is our policy to comply with the "salary basis" requirements of the Fair Labor Standards Act. Therefore, Educational Solutions Co. does not make any improper deductions from the pay of exempt employees. We want employees to be aware of this policy and that Educational Solutions Co. does not allow deductions that violate the FLSA.

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, Educational Solutions Co. is not required to pay the full salary in the initial or terminal week

of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

If you believe that an improper deduction has been made from your salary, you should immediately report this information to the Principal. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

29 C.F.R. § 531, et. seq.

### 376 Tuition Reimbursement Program - Policies and Procedures

The Tuition Reimbursement Program has been established to provide you with increased opportunity to improve your knowledge and skills through participation in courses offered by accredited educational institutions.

Tuition Reimbursement is available for any Full-Time Employee who is in good standing with ESC. Any employee applying for tuition reimbursement cannot currently be on any employment probation written/verbal or have been on any written/verbal probation within ninety (90) days prior to requesting tuition reimbursement.

Full-Time Employees who have completed one (1) year of continuous employment are eligible to apply for reimbursement for tuition costs and required lab fees (books, extraneous fees, etc. are not included) from an Accredited University. Courses must be directly related to your current job, an advanced position, becoming highly qualified or an identifiable career path within the organization. Course must not interfere with your normal work schedule, and participation in the program must be approved in writing by your immediate supervisor before being submitted to the Principal, Director of Academics and Superintendent for final approval. The Superintendent has the final authority for determining the eligibility of the tuition reimbursement request.

If you are enrolled in a degree program, the program must be approved as being job-related. Degree curriculum and proof of tuition cost must be attached to the application. Once the degree program has been approved, you are eligible for tuition reimbursement for any course necessary to complete the degree program. Prior to a course commencing, submit your approved tuition reimbursement application, course description, and proof of cost to your Principal. See **Appendix 376-A** for necessary forms.

ESC will reimburse tuition each calendar school year up to 50%, but not to exceed \$7,500.00. The amount ESC reimburses is based on your final grade according to the following chart.

Undergraduate Course:

<u>Final Grade</u>	<u>Reimbursement percent</u>
A	50%
B	50%
PASS	50%

Graduate course: 50 percent reimbursement for grade B or better or PASS on a PASS/FAIL grading scale. No reimbursement will be offered for a lower grade.

ESC will consider Doctorate level courses based on company needs only.

Your final grade must be submitted to your Principal within sixty (60) days of completion of the course and must be on an official university transcript or letterhead.

Any employee applying for Tuition Reimbursement must work one (1) full contract school year upon completion/withdrawal of program or whichever occurs first (ex: 6 courses are required to complete coursework; classes begin on 7/1/14; your expected completion date is 2/1/15; your one (1) year of continued employment will be until 2/1/16; if you withdraw from the program on 11/15/14; your one (1) year continued employment is 11/15/15).

If the service requirements are not met, and/or the employee is terminated, the employee agrees to pay in full the entire amount of tuition that was applied. These funds will automatically be deducted from employee's paycheck or through any other remedies available under Ohio Laws, including, but not limited to, bank and wage garnishments. Employee may be responsible for any legal fees or attorney fees incurred by ESC to recover any portion of tuition reimbursement not recovered upon termination from the company, if the one (1) year calendar commitment is not met. Upon termination, employee will sign and agree to ACH withdrawal for the remainder balance due to ESC. An agreement will be entered into by employee with ESC for repayment of balance and ACH withdrawal.

Note: Grant supported coursework, seminars, workshops, and short-term course that will enhance an employee's skill set are not covered under this Tuition Reimbursement Program. Please contact the Fiscal or HR Department if you have questions or need further clarification about this program.

ESC reserves the right to remove or modify benefits at any time without written notice.

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Adopted 10/23/2014

### **SECTION 380 TIME OFF FROM YOUR JOB**

#### **381 Personal Leave**

Paid time off (PTO) is provided for full time employees depending upon position and length of service as follows:

Full time teaching and non-teaching staff	5 days
Full time administrators with less than 5 years of service	7 days
Full time administrators with 5 or more years of service	10 days

Unused PTO may be carried over from year to year, up to an accumulated twenty (20) work days only. All employees receive three (3) additional days of personal leave credit per year to be used

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for personal matters, including vacation, illness, or illness in the family. Unused personal leave credit will not be carried over to the next year.

Employees who are terminated or resign are not paid for unused PTO or personal leave. Payment in lieu of PTO or personal leave will not be granted. PTO and personal leave is paid at straight time and does not count toward overtime pay calculations.

Full time administrators are also eligible for five (5) days of vacation time for use when school is not in session during the summer months. The vacation days must be scheduled in advance and approved by the Principal or his/her designee. Unused vacation days will not be carried over to the next year.

Use of PTO, personal leave, and vacation time (if applicable) should be requested as far in advance as possible. An employee absent due to illness must notify the Principal or his/her designee as soon as possible and no later than 1-1/2 hours prior to the opening of School. Failure to promptly and properly notify School administrators may result in disciplinary action and a charge of personal time without payment for the time off. Upon return to duty, the employee must complete a Readmission Form to be submitted to the Principal or his/her designee who will approve the return to work and forward it to the Treasurer. Failure to promptly complete the Readmission form may result in disciplinary action and/or denial of pay for PTO, personal leave, or vacation time.

When appropriate, an Employee may elect to donate 50% of the employee's available PTO to another employee who is stricken with a catastrophic injury or illness or whose family member is stricken with a catastrophic injury or illness. Such requests must be made in writing using the Paid Time Off Donation form, and will be considered on a case-by-case basis as determined by the Principal.

In the event of a pandemic flu outbreak or any other pandemic disease outbreak, use of personal leave shall be limited to the employee's illness or illness in the employee's immediate family. Personal leave may not be used for personal matters or vacation during such time.

A pandemic is a global disease outbreak. The limitations on the use of personal leave for all employees shall apply only upon a determination by the Federal or State government that a pandemic flu outbreak or other pandemic outbreak exists within the School's community.

These provisions do not limit an eligible employee's ability to utilize unpaid leave time under the Family and Medical Leave Act, if applicable.

### **382 Paid School Holidays**

School holidays are set each year on the School calendar and the calendar is subject to change at the discretion of the Superintendent.

### **383 Medical Leave of Absence**

If an employee is unable to physically or mentally perform his or her job, they may request an unpaid medical leave of absence. This should be done in concert with the recommendations of a physician(s). Medical leaves of absence must be reported to the Board. While on medical leave, the employee shall not accumulate personal leave, health insurance shall not be continued by

Educational Solutions Co., and the employee shall not take other employment. Employees may elect to pay the cost of health insurance during a period of approved leave.

### **384 Jury Duty and Military Leave**

#### **Jury Duty Leave**

Full time employees who are selected for jury duty will be excused for the duration of the leave and receive their normal pay for each day they serve, for up to two weeks. The employee may also keep their jury duty pay.

*R.C. 2313.18; R.C. 3313.211.*

#### **Military Leave**

Educational Solutions Co. observes all applicable laws concerning military leave and re-employment rights following military training and service.

*38 U.S.C. 4301; R.C. 3319.085; R.C. 5923.05.*

### **385 Family and Medical Leave (FMLA) Policy**

**Eligibility.** To qualify for FMLA leave, an employee must meet each of the following criteria and have a qualifying reason for the leave:

- Be employed at a location that has at least fifty (50) of our employees within a 75-mile radius.
- Have been employed by Educational Solutions Co. at least twelve months.
- Have worked at least 1,250 hours during the twelve-month period or fifty-two (52) weeks immediately before the date the leave begins.

Even though Educational Solutions Co. may be a covered employer, employees must meet all three of the above requirements to be eligible.

**General Policy.** Eligible employees may take a total of 12 weeks of unpaid, job-protected leave for any of the following family and medical reasons according to the Family and Medical Leave Act (FMLA).

- An employee's own serious health condition, as defined, that makes the employee unable to perform the essential functions of the job.
- For incapacity due to pregnancy, prenatal medical care or child birth.
- To care for an employee's spouse, child, or parent with a serious health condition.
- To care for an employee's newborn child, newly adopted child, or newly placed foster child as long as the leave is taken in the year following the child's birth or placement.
- To attend to a qualifying exigency relating to a spouse, child or parent on or called to active duty in the Armed Forces, including the National Guard or Reserves in support of a contingency operation. (Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal

arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.)

An eligible employee may take a total of twenty-six (26) weeks of unpaid leave during a single twelve (12) month period to care for the spouse, son, daughter, parent, or next of kin of a service member who is a current member or veteran (within five years) of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render him/her medically unfit to perform his/her duties. The leave may be taken to care for the covered servicemember while he or she is undergoing medical treatment, recuperation, or therapy or is in outpatient status or is on the temporary disability retired list.

If a husband and wife both work for Educational Solutions Co., and each wishes to take FMLA leave for the birth or placement for adoption or foster care of a healthy child, or to care for an employee's parent (not parent "in law") with a serious health condition, the husband and wife may be limited to a combined 12 weeks of leave.

**Requesting a Leave.** An employee must inform his/her supervisor/manager and Human Resources at least 30 days in advance of the need to take FMLA leave when the need for the leave is foreseeable. If it is not possible to give 30 days' notice, an employee must provide notice as soon as practicable and must comply with the School's normal call-in procedures and attendance policy. Failure to give appropriate notice of the need for leave may result in denial of the leave, disciplinary action and/or termination of employment.

To request a leave, the employee must notify his/her supervisor, complete the appropriate form(s), and return it to Human Resources by the required date.

Human Resources will inform the employee whether he/she is eligible for leave under the FMLA and, if so, will advise the employee of any information required and of the employee's rights and responsibilities associated with the leave. Human Resources will also inform the employee of the reason if the employee is not eligible for leave.

**Additional Forms and the Leave Determination.** An employee may be required to provide additional information to determine if the employee qualifies for FMLA protection. Information requests may include documentation of the employee's inability to perform his/her job, an employee's family member's disability status, continuing treatment and/or hospitalization needs or other circumstances surrounding the nature of the employee's leave. An employee must inform Educational Solutions Co. if any requested leave is for a reason for which FMLA leave was previously taken or certified. An employee will be required to provide sufficient information informing Educational Solutions Co. of the timing and duration of his/her leave. An employee may also be required to provide certification and periodic recertification supporting his/her need for leave.

**Certification of Health Care Provider.** An employee's treating health care provider must specify and certify the nature of the qualifying serious health condition, beginning/ending dates of incapacity, treatment, or care, etc. A Certification of Health Care Provider form must be fully completed, signed, and dated by the treating health care provider and submitted to Human Resources within 15 days of the date requested, absent extenuating circumstances. If leave is requested to provide care for an eligible family member, both the employee and the family

member's treating health care provider will need to complete the applicable sections of a Certification form. If an employee fails to provide the Certification of Health Care Provider form within 15 days of the date requested, leave may be delayed or denied. It is an employee's responsibility to ensure timely completion and return of the Certification of Health Care Provider form.

The health care provider may be asked to authenticate the certification or Educational Solutions Co. may ask for the employee's authorization to contact the health care provider to obtain clarifying information related to the Certification of Health Care Provider form if questions arise at the time of approval reviews and any subsequent determination(s) related to leaves. Educational Solutions Co. may also request certification and other updates as appropriate and necessary.

The School may also seek second or third opinions (at Educational Solutions Co. expense) from independent third party medical experts. An employee (or the employee's family member) may be required to submit to an examination by one or more of such experts. An employee's cooperation with such examinations is required and failure to cooperate may cause the leave to be delayed or denied. An employee will be granted provisional leave while Educational Solutions Co. waits for clarifications and/or the results of a second or third opinion.

**Communicating Leave Status.** Human Resources will inform the employee if the leave has been approved, usually after receiving the Certification of Health Care Provider form. The employee will also receive a designation of his/her FMLA leave status in writing which will detail the type of leave being approved, along with the approved leave period, return-to-work date, and related requirements. The time off prior to approval will be counted as part of the leave if eligibility and qualification are established. Educational Solutions Co. may retroactively designate time away from work that qualifies as job-protected FMLA and count the absences toward the 12-week entitlement. An employee will be notified in writing of this designation while absent or after returning to work. If an employee's leave is determined to be non-qualifying, he/she will be advised in writing.

**Serious Health Condition Defined.** A serious health condition means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- *Overnight Care* in a medical care facility.
- *Continuing treatment* by a health care provider that prevents the employee from performing the functions of his/her job (or prevents the employee's family member from participating in daily activities, like work or school.)
- The continuing treatment requirement generally is met by a period of incapacity of *more than three consecutive calendar days* combined with:
  - At least two visits to a health care provider; or
  - A visit to a health care provider and a regimen of continuing treatment.

*Note:* Treatment does not include routine physical, eye, or dental examinations. A regimen of continuing treatment does not include the taking of over-the-counter medications such as aspirins, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a treating health care provider.

- Due to *pregnancy or prenatal care*.
- Due to a *chronic condition*.
- Chronic Conditions Requiring Treatments. A chronic condition that is documented by a physician and requires all of the following:
  - Requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
  - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - May cause episodic rather than a continuing period of incapacity (for example, asthma, diabetes, epilepsy, etc.).
- *Permanent/Long-term Conditions Requiring Supervision*. A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective. The employee or his/her family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- *Multiple Treatments (Non-Chronic Conditions)*. Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider, either for restorative surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days.

**Personal Time Off.** When an employee requests FMLA, he/she is required to use his/her PTO in accordance with the Educational Solutions Co.'s normal PTO policy unless he/she is receiving short-term disability or Workers' Compensation payments. After PTO is exhausted, unpaid leave will be granted until the end of the FMLA leave. Leave time compensated with PTO, short term disability and/or workers' compensation runs concurrent with (counts against) the employee's weeks of available FMLA leave.

**Period of Leaves of Absence.** Educational Solutions Co. measures the 12 month FMLA leave period as a rolling 12-month period counted backward from the date an employee uses leave under this policy. Each time an employee takes FMLA leave, Educational Solutions Co. will compute the amount of leave taken under this policy and subtract it from the 12 weeks of available leave, specific to each rolling 12-month period. The remaining balance is the maximum the employee is entitled to take at that time under FMLA.

**Second Qualifying Event While on Leave.** If an employee has a second qualifying leave while out on approved FMLA leave, he/she may request approval for a concurrent leave. The leave periods may partially or fully overlap. The employee will be required to complete the appropriate FMLA leave forms and provide a Certification of Health Care Provider form to establish qualification, the leave period and a return-to-work date, which may be different. If the leave is approved, the employee's return-to-work date is the latter of the two leave periods.

**Benefits While On Leave.** Educational Solutions Co. will continue to pay its portion of the employee's group health insurance benefit premiums during the leave period at the same level and under the same conditions as if he/she were actively at work. If the employee receives a paycheck during the period of leave, the employee will have his/her benefit premiums deducted as usual. If

the employee does not receive a paycheck while on FMLA leave, he/she is responsible for paying the employee share of the benefit premiums while on FMLA leave. At the beginning of the leave, Human Resources will provide the employee with information on how and when to make premium payments. Premium payments must be made within 30 days of the due date to avoid cancellation. *The employee must continue paying his/her share of premiums or the benefit coverage may be canceled.* If an employee does not return to work after FMLA leave, he/she may be required to reimburse Educational Solutions Co. for any benefit premiums paid on his/her behalf.

Use of FMLA will not cause an employee to lose any employment benefit that accrued prior to the start of the employee's leave.

**Manner in Which FMLA Leave May be Taken.** FMLA may be taken in a single block of consecutive weeks, or, when medically necessary, leave for some conditions (including qualified exigencies) may be taken intermittently or on a reduced leave schedule. **“Intermittent Leave”** is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time. **“Reduced Leave”** is a leave that reduces an employee's usual number of working hours per workweek or per workday. In all cases, the total leave time may not exceed a total of 12 weeks in a rolling 12-month period.

An employee is required to schedule leave for planned appointments outside of work hours so as to not disrupt Educational Solutions Co.'s operations or to consult with his/her supervisor prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the employee and Educational Solutions Co. without unduly disrupting Educational Solutions Co.'s operations.

Requests for intermittent leave are handled the same as any other FMLA leave (See, “Requesting a Leave”). Once FMLA status has been established, further requests for intermittent leave require the employee to:

- Notify his/her supervisor/manager and Human Resources of the need to use intermittent leave as soon as possible.
- Follow Educational Solutions Co.'s absence and call off requirements.
- Provide appropriate documentation for each time he/she uses intermittent leave.

Employees are not eligible for intermittent leave or reduced work schedules to care for a newly born or placed child.

Educational Solutions Co. may temporarily transfer an employee taking intermittent or reduced leave for planned medical treatment to an available alternative position with no loss of pay or benefits in order to better accommodate the intermittent or reduced leave schedule.

**Return to Work.** As soon as you know your return-to-work date, the employee must notify his/her supervisor and Human Resources. If the return to work date changes, the employee must notify the School immediately – no later than two days after learning of the change.

An employee may be required to provide a fitness for duty certificate from the health care provider indicating the employee's capacity to return to work and to perform the work required. The

employee must be able to perform the essential functions of his/her job upon return. Requests for different (light) duties because of work restrictions cannot generally be accommodated.

When an employee returns from FMLA leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Exceptions may apply if business circumstances have changed and for certain highly compensated positions under conditions defined within FMLA legislation.

If an employee fails to provide a required fitness for duty certificate from his/her treating physician, does not complete Educational Solutions Co.'s return-to-work requirements, and/or fails to return to work in a timely manner, the employee may not be reinstated to his/her job and may have his/her employment terminated.

**Restrictions While on Leave.** No employee may not engage in other employment (including self-employment) while on FMLA leave (or on a leave of absence of any kind.) A leave must be used only for the purpose requested. If an employee uses a leave of absence for any other purpose, including for travel/vacation, the employee will be treated as if he/she voluntarily resigned from his/her position.

### **386                    Serious and Communicable Diseases Policy**

It is the policy of Educational Solutions Co. that employees with infectious, long-term, life-threatening, or other serious diseases or illnesses may work as long as they are able to perform the duties of their job without undue risk to their own health or that of pupils, other employees, or members of the public.

An employee who is diagnosed as having an infectious, long-term, life-threatening, or other serious disease or illness is encouraged to notify the Principal or his/her designee of the condition as soon as possible and should provide the Principal or his/her designee with any pertinent medical information needed to make decisions regarding job assignments, ability to continue working, or ability to return to work. Educational Solutions Co. may require a doctor's certification of an employee's ability to perform job duties. In addition, Educational Solutions Co. may request that an employee undergo a medical examination by a physician or other health care provider determined by Educational Solutions Co.

An employee may be subject to an isolation requirement if he or she is infected with one of the diseases or conditions specified by the Ohio Health Department. Employees diagnosed with one of the following diseases must immediately report the diagnosis to the Principal or his/her designee: Amebiasis, Campylobacteriosis, Chickenpox, Cholera, Conjunctivitis, Cryptosporidiosis, Cyclosporiasis, Diarrhea (infectious or of unknown cause), Diphtheria, Escherichia coli (E. coli) O157:H7 or hemolytic uremic syndrome (HUS), Giardiasis, Hepatitis A, Measles, Meningitis (aseptic, and viral meningoencephalitis, but not including arthropod-borne disease), Meningococcal disease, Mumps, Pediculosis, Pertussis (whooping cough), Plague, Rubella, Salmonellosis, Scabies, Shigellosis, Smallpox, Streptococcal infection, Tuberculosis (TB), Typhoid fever, Typhus, Viral hemorrhagic fever (VHF), Yellow fever, Yersiniosis. This list is not exhaustive and may be modified in accordance with State and Federal law.

Educational Solutions Co. will attempt to maintain the confidentiality of the diagnosis and medical records of employees with serious diseases and illnesses, unless otherwise required by law.

Information relating to an employee's serious disease or illness will be treated as confidential and ordinarily will not be disclosed to other employees.

Educational Solutions Co. will comply with applicable occupational safety regulations concerning employees exposed to blood or other potentially infectious materials. Universal precautions, work practice controls, and personal protective equipment will be used where appropriate to limit the spread of diseases in the workplace. Compliance with this Infectious Diseases Policy is mandatory and failure to abide by the policy may subject the employee to discipline, up to and including discharge.

Employees concerned about being infected with a serious disease or illness by a pupil, coworker, or other person should convey this concern to the Principal or his/her designee. Employees who refuse to work with or perform services for a person known or suspected to have a serious disease or illness, without first discussing their concern with the Principal or his/her designee will be subject to discipline. In addition, where there is little or no evidence of risk of infection to the concerned employee as determined by the Principal or his/her designee, the employee's continued refusal to work may be found unreasonable and could result in discipline, up to and including termination.

Educational Solutions Co. has discretion to subject an employee to an examination by a physician or other health provider determined by Educational Solutions Co. in order to protect the health of all pupils and school employees. Educational Solutions Co. may place an employee on a communicable disease involuntary leave of absence when the employee has contracted a communicable disease that puts others in imminent danger of death or serious injury in the workplace or if an examination finds that he or she has contracted a communicable disease.

Educational Solutions Co. may require any employee who was put on a communicable disease involuntary leave of absence to obtain and present certification from a physician or other health care provider as determined by Educational Solutions Co. that the employee is able to resume work without risking the health of others.

These provisions do not limit an eligible employee's ability to utilize accrued paid time off or unpaid leave time under the Family and Medical Leave Act, if applicable, during a communicable disease involuntary leave of absence.

*R.C. 3313.71 and O.A.C. 3701-3-13*

See Section 400 Health and Safety Policies.

### **387 Military Leave for Family Member**

An employee who is the parent, spouse, guardian, or former guardian of an active duty military member may be permitted unpaid leave for up to ten days (or eighty hours, whichever is less) per calendar year in the following circumstances:

- The employee has at least twelve consecutive months of service with the School;
- The employee has worked at least one thousand two fifty hours in the twelve months immediately preceding the leave;

- The military member is called to active duty (for a period of longer than 30 days) or is injured, wounded, or hospitalized while serving on active duty.

Leave taken because of a call to active duty may be taken no more than two weeks before nor more than one week after deployment.

Notice of the need for leave should be given to the School as far in advance as is possible. Certification or verification of the need for leave must be submitted prior to commencement of the leave.

Military leave for a family member is available only if the employee has no other form of leave available (except for sick or disability leave.)

Benefits provided to the employee taking unpaid leave shall continue uninterrupted. The employee is required to continue making his/her contribution to benefit costs during the leave period.

Employees taking military leave for a parent, spouse, guardian or former guardian will be returned to work with no adverse impact on terms and conditions of employment.

*R.C. Chapter 5906.*

### **388 Genetic Information**

In the course of your employment, there may be situations in which you are required to provide medical information to the Company (FMLA, leave of absence, workers' compensation, etc.) The Genetic Information Nondiscrimination Act of 2008 (GINA) restricts employers from requesting or requiring genetic information, except in limited circumstances. Accordingly, employees should not provide any genetic information when responding to requests for medical information.

'Genetic information' includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

42 USC § 2000ff *et. seq.*

## **SECTION 390 MISCELLANEOUS POLICIES**

### **391 Insurance**

#### **391.1 Health Insurance and Annuities**

Educational Solutions Co. provides health insurance for all full time employees. Hourly employees are not generally provided paid health insurance. The amount contributed by Educational Solutions Co. is determined annually prior to the start of a new School year. Educational Solutions Co. 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, Educational Solutions Co. may have several contracts with companies who provide tax sheltered annuities to employees who wish to contribute. These

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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, Educational Solutions Co. will not pay the employee's health insurance except as required for eligible parties under the FMLA (See Policy No. 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 Educational Solutions Co.-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, Educational Solutions Co. 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.*

### **391.2 Workers' Compensation Insurance**

As required by law, all employees are covered by Workers' Compensation Insurance, which may provide benefits for injuries or illness that occur as a result of employment at Educational Solutions Co.. Any injury, regardless of its apparent seriousness must be reported immediately to your supervisor. Failure to immediately report an on the job injury will result in discipline up to and including discharge.

*R.C. 4123.01; R.C. 4123.83.*

### **391.3 STRS/SERS**

By law, many Staff may be covered by the State Teachers Retirement System (STRS) or the State Public Employee Retirement System (SERS). Some contractors may not be eligible for such benefits. Determinations will be made based on law, facts and circumstances, in conjunction with applicable professional advisors and governmental agencies.

*R.C. 145.03.*

### **391.4 Unemployment Compensation**

By law, most workers are insured for unemployment compensation, which provides income payment in certain conditions for a period of weeks if you lose your job under certain conditions.

*R.C. 4141.01.*

### **392 Staff Dress and Grooming/Staff School Uniform**

Appearance is to be neat and presentable at all times. Hair is to be neatly groomed with no dreads or twists or distracting hair ornaments.

#### Females:

##### Business casual

Dress, skirt and blouse

Stockings

No open toe or heel shoes

No sleeveless shirts

On P.E. day, you may wear khaki or navy blue skirts or pants with the School shirt (t-shirt, long or short sleeve or sweatshirt.)

Males:

Business casual

- Dress slacks
- Tie at all times
- Dress shirt tucked in
- Belt
- Dress or casual shoes-no tennis shoes

On P.E. day, you may wear khaki or navy blue pants with the School shirt (t-shirt, long or short sleeve or sweatshirt).

Remember we are the example for our students

**393 Student Activities**

The formation of all student activities (clubs, teams, groups etc.) must first be approved by the Principal or his/her designee. The Principal or his/her designee will give consideration to all factors in determining the potential value to students before final approval is given. Copies of all the necessary forms, rules and regulations pertaining to the establishment of a student activity are available from the Principal or his/her designee.

**394 Fundraising Activities and Projects**

All fundraising activities conducted at or on behalf of the School or Educational Solutions Co. must be approved in advance by the Principal or his/her designee. Copies of the forms and rules and regulations are available from the Principal, who will review the request with the Director of Academics and Operations. There is a potential personal liability associated with maintaining proper and accurate records, safeguarding and depositing funds, and assuming responsibility for conducting and overseeing a fundraising project. Staff members are advised to carefully follow all rules, regulations, and policies governing fundraising activities.

**395 Purchasing Policies**

**395.1 Purchase of Supplies and Materials, Equipment**

Staff members may request the purchase of supplies and materials, provided the Principal or his/her designee approves the purchase and there are adequate funds in the budget to cover the cost. All staff members must follow the following rules, regulations and procedures when making a purchase.

4. Verbal approval by itself is never acceptable to make a purchase or place an order. A requisition must first be completed and then signed by the appropriate supervisor and the Principal or his/her designee and then sent to the Treasurer. The Treasurer will determine if there are adequate funds available in the budget for the transaction and will then issue a written purchase order and send it to the vendor.

5. Upon receipt of the supplies and materials the staff member who made the request will be responsible to verify that all items ordered have been received and are acceptable for use. If there are any problems with the items received contact the Principal or his/her designee for advice on how to resolve any concerns.
6. When an invoice for payment is received the Treasurer will make a copy of the invoice and send it to the staff member who placed the order. The staff member will date, sign and write on the copy "OK to pay" and return it to the Principal or his/her designee. The Principal or his/her designee has the authority to approve up to \$2,500 for any one purchase, subject to any budget constraints, before having to receive Educational Solutions Co.'s approval of a purchase.

See also Policy 148.1 Purchasing/Invoicing, Policy 148.6 Credit Cards, Policy 148.7 Staff Reimbursement, and Policy 149 Use of Cellular Telephones and Other Wireless Technologies.

### **395.2 Leases and Contracts**

All leases and contracts involving a School signature must be initiated by a School administrator and approved by the Board. No staff member, School administrator, consultant, parent, or any other person has the authority to sign a lease or contract in the Board's name without Board approval.

### **396 Staff Gifts**

Students and their parents are discouraged from the routine presentation of gifts to School employees on occasions such as religious holidays. Where a student feels a spontaneous desire to present a gift to a staff member, the gift should not be elaborate or unduly expensive. Educational Solutions Co. considers as always welcome, and in most circumstances more appropriate, the writing of letters to staff members, expressing gratitude or appreciation.

### **397 Use and Return of Property**

Each employee is responsible for the School's or Educational Solutions Co.'s electronic equipment or other property, supplies, and vehicles in his or her possession or otherwise assigned to the employee. It is the responsibility of employees to understand and care for all equipment used. Report any defective, damaged, or missing equipment to your supervisor immediately. At no time should an employee operate or use damaged or defective equipment or attempt to repair any equipment without the supervisor's approval. Observe all established safety rules and use all required safety equipment or protective wear when operating the School's equipment. At no time should the School's equipment be used for personal use. Employees will be responsible for incidents which result in damage to the School's or Educational Solutions Co.'s electronic equipment or other property, supplies, and vehicles, or to the electronic equipment or other property, supplies, and vehicles of another through the employee's own negligence or misconduct, as determined by the School or Educational Solutions Co. Employees will be required to either re-pay the obligation or to sign a written authorization for deduction from pay for the cost of the obligation until the obligation is satisfied. Immediately upon request or upon termination of an employee's relationship with Educational Solutions Co., all property (including but not limited to texts, manuals, key(s), equipment, access cards, credit cards, security badges, name tag, cell phones, hand held computers, etc.) and documents and records (including all copies and electronic files) shall be left with or returned to the School or Educational Solutions Co. The School or

Educational Solutions Co. will also take all action deemed appropriate to recover or protect its property.

See **Appendix 397-A** Employee Acceptance of Terms of Use and Return of Property.

See also, Policy No. 232 Technology and Internet Acceptable Use (to be signed by Staff as well as Students), Policy No. 234 Electronic Communication Devices, Policy No. 149 Use of Cellular Telephones and Other Wireless Technologies, and Policy Nos. 397.1 – 397.3.

### **397.1 Use of Electronic Equipment**

To ensure that Educational Solutions Co.'s or the School's electronic equipment is used only for lawful and appropriate purposes and to further its business interests, Educational Solutions Co. has adopted the following Policy which applies to all employees. Each employee and student having access to the electronic equipment of Educational Solutions Co. or the School is required to abide by this Policy. Educational Solutions Co. will strictly enforce this Policy.

### **397.2 Acceptable Uses of the School's Equipment**

Software and business equipment, including telephones, facsimile machines, computers, electronic mail system, the School's Internet access, and copy machines (collectively, the "Equipment") are intended to be used for business purposes only. The Equipment is the exclusive property of either Educational Solutions Co. or the School, and its sole purpose is to facilitate the business of the School. Each student and employee has the responsibility to maintain and enhance the public image of the School and to use the Equipment in a productive and appropriate manner.

### **397.3 Unacceptable Uses of the School's Equipment**

The School's Equipment may not be used for transmitting, receiving, or storage of any communications of a defamatory, discriminatory, or harassing nature, or materials that are sexually explicit, pornographic, or obscene. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, sex, age, disability, religion, national origin, or physical attributes shall be transmitted through the School's or Educational Solutions Co.'s Equipment. Educational Solutions Co. will not tolerate actions that may create a hostile environment. Equipment may not be used for any purpose which is illegal or against the School's or Educational Solutions Co.'s policies or contrary to the School's or Educational Solutions Co.'s best interest. Sensitive or confidential information respecting the School or its students or vendors should not be transmitted via the Internet or over facsimile machines without the consent of Educational Solutions Co. Solicitation of non-School business, or any use of the School's Equipment for personal gain, is prohibited.

See also Policy No. 232 Technology and Internet Acceptable Use (to be signed by Staff as well as Students).

## **398 Communications**

Students and employees are responsible for the content of all information that they transmit over the School's or Educational Solutions Co.'s equipment. All electronic communications must correctly identify the student or employee responsible for the communication. Any information sent to an individual outside of the School via the School's or Educational Solutions Co.'s

Equipment are statements that reflect on the School or Educational Solutions Co. All communications sent by students and employees via the School's Equipment must comply with this and other School or Educational Solutions Co. policies.

### **398.1 Software and Copyright Issues**

To prevent computer viruses from being transmitted through Educational Solutions Co.'s or the School's Equipment, there will be no downloading or copying of any software onto the Equipment without prior approval of Educational Solutions Co. No files of any kind will be downloaded from the Internet without prior approval of Educational Solutions Co. License agreements relating to any software, whether individually owned or owned by Educational Solutions Co. or the School, will be strictly complied with. Any student or employee desiring to reproduce or store information of any sort downloaded from the Internet should contact the Principal or his/her designee to determine whether the intended use is permissible. Copyright laws are very complex and can apply even to information that appears to be freely available for any use. No copyrighted material will be copied illegally on the School's Equipment or transmitted through the School's Equipment.

Educational Solutions Co. encourages teachers and staff assigned to the School to make judicious use of appropriate printed materials, sound recordings, and electronic programs in the curriculum but recognizes that Federal law, applicable to public school districts, protects authors and composers from the unauthorized use of their copyrighted work.

The copyright law of the United States (Title 17, USC) governs the making of photocopies or other reproductions of copyrighted materials. According to the copyright law, it is illegal to copy or reproduce on disk or paper, by use of school equipment or any other means, materials for which the person reproducing, the School, or Educational Solutions Co. does not own the copyright, unless the written permission of the copyright owner has been obtained, or unless the activity is within some of the limited exceptions to the copyright laws. Copyright infringement carries with it serious civil and criminal penalties under law.

Title 17, Section 107, regarding the Fair Use of copyrighted work, reads in pertinent part:

... [T]he fair use of a copyrighted work, including such use by reproduction in copies or photo-records or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include B:

1. the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
2. the nature of the copyrighted work;
3. the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
4. the effect of the use upon the potential market for or value of the copyrighted work.

The Principal or his/her designee is responsible for disseminating the guidelines for duplication and use of copyrighted materials to all employees. The Guidelines are contained in **Appendix 398.1-A.**

Any employee who is uncertain as to whether the reproducing or use of copyrighted materials complies with the procedures or is permissible under law shall contact the Principal or his/her designee.

*U.S. Const. Art. I, Section 8; Copyright Act, 17 USC 101 et seq.*

See Appendix 398.1-A **Copyright Guidelines.**

### **398.2 Security**

No student or employee may use a pass code or voice-mail access code that has not been issued to that employee by Educational Solutions Co. Educational Solutions Co. has the technical means, and the legal right, to monitor all office electronic mail and Internet communications sent to or from the School's or Educational Solutions Co.'s Equipment. The School will exercise this right as deemed necessary by the School. There are several legitimate business reasons for the School monitoring the use of its Equipment including: (1) ensuring that the sole use of the Equipment is to further its business purposes; (2) preventing inappropriate and unprofessional comments, or even illegal activity, via its Equipment; (3) preventing and controlling the spread of viruses in its Equipment; (4) the need for supervision, control, and the efficient operation of the workplace; and (5) controlling costs.

In some respects, communication via the Internet is not completely private. For instance, certain information with regard to sender's name, receiver's name, and subject matter is tracked and recorded automatically at various stages of the transmission process. In addition to these automatic tracking features of Internet communications, Educational Solutions Co. has the added capability, as well as the right, to monitor and record all information with regard to Internet communications into and out of Educational Solutions Co. or the School, as well as all internal e-mail communications. Despite certain equipment features that may give the appearance of creating privacy, such as passwords and the ability to delete and purge messages, students and employees have no expectation of privacy with regard to any communications or data transfer utilizing the School's Equipment. By using the School's Equipment, students and employees consent to the monitoring of their activities on the School's Equipment and forfeit any expectation of privacy.

### **398.3 Violations**

Any student or employee who abuses the privilege of using Educational Solutions Co.'s or the School's Equipment will be subject to appropriate disciplinary action. Educational Solutions Co. also reserves its right to advise appropriate authorities of any illegal use of the Equipment.

## Employee Acknowledgment Form

I understand that this handbook does not imply or constitute a contract or employment agreement between myself and Educational Solutions Co. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

I understand that unless my written contract states otherwise, that I work at Educational Solutions Co. "at will," meaning that I am free to leave Educational Solutions Co. at any time, with or without reason, and that Educational Solutions Co. has the same right to end its employment relationship with me. No one at Educational Solutions Co. has authority to make a contrary agreement with me except the Principal or his/her designee. State law may have other requirements for my licensure that have nothing to do with my contract with Educational Solutions Co.

I understand that this handbook contains general statements about current Educational Solutions Co. policy, and that Educational Solutions Co. retains the right to revise or modify the terms, information, policies, and benefits at its sole discretion and at any time.

I understand that if I have knowledge, either direct or indirect, of harassment or discrimination in any form, I am obliged to report the circumstances immediately to the Principal or his/her designee, or, to another supervisor if necessary.

I understand Educational Solutions Co.'s requirements and expectations regarding attendance and hours of work. I also realize that, when necessary, I may be assigned evening and/or weekend hours as part of my work schedule.

I understand that I should consult with my supervisor regarding any questions I may have about Educational Solutions Co. or School policies and practices.

Employee Signature \_\_\_\_\_  
Employee Name Printed \_\_\_\_\_  
Date \_\_\_\_\_

Witness Signature \_\_\_\_\_  
Witness Name Printed \_\_\_\_\_  
Date \_\_\_\_\_

ATTACHMENT 9.3

Certification of Fiscal Officer

I, Michael Troper, hereby certify that I am licensed as provided for under R.C. 3301.074 (license attached and made a part of this certificate). I hereby certify that I will provide all and all closing responsibilities required by the Sponsor, the School, and the Department of Education should the School close for any reason.

Fiscal Officer

Michael Troper

4/14/2018

Date

Witnesses

Robert Stephens

Robert Stephens

School

Gloria Anderson

4/20/2018

Date

Witnesses

Gloria Anderson

Gloria Anderson

**Exhibit A to Attachment 9.3**

- Licenses, Transcripts, and Certificates for all hours of training

**ATTACHMENT 9.4**

- Treasurer's Bond



The Ohio Casualty Insurance Company

BOND

No. 601074885

KNOW ALL MEN BY THESE PRESENTS:

That we Michael Troper of 85 Highlander Avenue, Worthington, OH 43085, as Principal

and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire (hereinafter called the Surety), are held and firmly bound unto Midnimo Cross Cultural Community School 1567 Loretta Avenue, Columbus, OH 43211

in the aggregate and non-cumulative penal sum of Fifty Thousand Dollars and 00/100 (\$ 50,000.00 )

DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED February 2, 2018

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That Whereas, the said Principal has been elected or appointed to (or holds by operation of law) the office of Treasurer

for a term beginning on April 1, 2018 and ending on April 1, 2019

NOW, THEREFORE, If the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void: otherwise to remain in full force and effect.

(Provision)

Michael Troper

By: [Signature]

The Ohio Casualty Insurance Company

By: [Signature] Kristie A. Pudvan, Attorney-in-Fact

# OATH OF OFFICE

STATE OF Ohio  
County of Franklin } SS

I, Michael Troper  
do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of Ohio and that I will discharge the duties of my office of Treasurer

with fidelity; that I have not paid or contributed, or promised to pay or contribute, either directly or indirectly, and money or other valuable thing to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office than the compensation allowed by law. So help me God.

Michael Troper  
Michael Troper

Sworn to and subscribed before me this 28<sup>th</sup> day of March, 2018  
CBenson



Christina E Benson  
Notary Public, State of Ohio  
My Commission Expires 05-10-21

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Vicki S. Duncan; Joanne Beckett McGuire; Todd J. Belden; Robert A. Brewster; Clara S. Dobson; Jennifer Dukuslow; Debra J. Fischer; Chalene M. Haddon; Susan E. Hurd; Michael M. Hylant; Heather M. Johnson; Judith L. Jost; Jacqueline Kleinpeter; James R. Lash; Melissa Love; Terri L. Mahakian; Craig S. Markos; Monica M. Mills; Kristie A. Pudvan; Mark J. Renske; Joanne Reynolds; Kim Riley; Connie Semanco; Vicki L. Sharpe; J. Scott Stewart; Judy K. Wilson; Cynthia K. Wilson; Dwight D. Wittenberg; William M. Wolff

all of the city of Toledo, state of OH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of December, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 11th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of February, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

loan, letter of credit, residual value guarantees.  
currency rate, interest rate.

To confirm the validity of this Power of Attorney call 412-610-8337 between 9:00 am and 4:00 pm EST

## ATTACHMENT 9.5

- Projected Budget/Financial Plans
- Five-Year Projection of Operational Revenues and Expenditures under R.C. §5705.391
- Amount of Per-Pupil Expenditure Assumed
- ODE Per-Pupil Expenditure Worksheet
- Financial Information Summary (FIS)
- CCIP, SOES, OEDS-R Forms

IRN No. :000780

Community School Budget  
 School Name Midnimo Cross Cultural Middle School  
 Budget for Fiscal Year 2018

County:

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object	A	B	C	D	E	F	G	H	I	J	K
Salaries 100											\$
Retirement Fringe Benefits 200											\$
Purchased Services 400	\$ 865,559.00	\$ 28,740.00	\$ 34,656.00	\$ 195,971.00	\$ 144,281.00		\$ 93,695.00				\$ 1,382,902.00
Supplies 500											\$
Capital Outlay 600											\$
Other 800											\$
<b>Total</b>	\$ 865,559.00	\$ 28,740.00	\$ 34,656.00	\$ 195,971.00	\$ 144,281.00	\$ -	\$ 93,695.00	\$ -	\$ -	\$ -	\$ 1,382,902.00

Budget Per Pupil

Estimated Student Enrollment	\$9,322.12	\$909.53	\$373.25	\$2,110.62	\$1,553.91	\$0.00	\$1,009.10	\$0.00	\$0.00	\$0.00	\$14,678.54
92,85											

Assumption for the Fiscal Year 2018

		Expected Enrollment											
Grade		1	2	3	4	5	6	7	8	9	10	11	12
Students	K	0	0	0	0	0	36	43	30				

		Expected Instructors											
Grade		1	2	3	4	5	6	7	8	9	10	11	12
Staff	K	for	all	grade	levels	0	13						

		Expected Administrative Staff											
Grade		1	2	3	4	5	6	7	8	9	10	11	12
Staff	K	for	all	grade	levels	0	4						

		All Other Expected Staff											
Grade		1	2	3	4	5	6	7	8	9	10	11	12
Staff	K	for	all	grade	levels	0	12						

Expected Purchased Services		Amount
Rent		\$ 43,260.00
Utilities		\$ 32,431.00
Other Facility Costs		\$ 63,882.00
Insurance		\$ 4,708.00
Management Fee		\$ 855,559.00
Sponsor Fee		\$ 28,740.00
Audit Fees		\$ 5,224.00
Contingency		\$ -
Transportation		\$ 2,546.00
Food Service		\$ 93,695.00
Legal		\$ 26,886.00
Marketing		\$ -
Consulting		\$ 195,971.00
<b>Total</b>		<b>\$ 1,392,902.00</b>

Expected Debt		Amount
Beg. Outstanding Debt		\$ -
Add. Debt Proceeds		\$ -
Principle Retirement		\$ -
Interest Expense		\$ -
End of Year Debt Obligations		\$ -

Narrative Summary

**FIVE YEAR FORECAST**

FY18 - October 2017 submission  
 IRN No. 000780  
 Type of School: Brick and Mortar

County: Franklin

**Midnimo Cross Cultural Community School**  
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances  
 For the Fiscal Years Ended June 30, 2015 through 2017, Actual and  
 the Fiscal Years Ending June 30, 2018 through 2022, Forecasted

	Actual					Forecasted				
	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2016	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
<b>Operating Receipts</b>										
State Foundation Payments (3110, 3211)	\$ 961,298	\$ 810,311	\$ 956,126	\$ -	\$ -	\$ 731,586	\$ 753,534	\$ 776,140	\$ 799,424	\$ 823,406
Charges for Services (1500)										
Fees (1600, 1700)	5,052	5,489	15,030	-	-	18,404	18,956	19,525	20,111	20,714
Other (1830, 1840, 1850, 1860, 1870, 1890, 3130)	966,350	815,780	974,156	-	-	749,990	772,490	795,664	819,534	844,120
<b>Total Operating Receipts</b>	\$ 1,932,700	\$ 1,641,580	\$ 1,955,312	\$ -	\$ -	\$ 1,499,980	\$ 1,545,080	\$ 1,591,329	\$ 1,639,069	\$ 1,688,240
<b>Operating Disbursements</b>										
100 Salaries and Wages	-	-	-	-	-	-	-	-	-	-
200 Employee Retirement and Insurance Benefits	-	-	-	-	-	-	-	-	-	-
400 Purchased Services	1,396,655	1,209,278	1,323,206	-	-	1,362,902	1,403,789	1,445,903	1,489,280	1,533,958
500 Supplies and Materials	5,102	600	-	-	-	-	-	-	-	-
600 Capital Outlay - New	-	-	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-	-	-
800 Other	4,382	8,001	-	-	-	-	-	-	-	-
819 Other Debt	-	-	-	-	-	-	-	-	-	-
<b>Total Operating Disbursements</b>	\$ 1,406,139	\$ 1,217,879	\$ 1,323,206	\$ -	\$ -	\$ 1,362,902	\$ 1,403,789	\$ 1,445,903	\$ 1,489,280	\$ 1,533,958
<b>Excess of Operating Receipts Over (Under) Operating Disbursements</b>	\$ (439,789)	\$ (402,099)	\$ (352,050)	\$ -	\$ -	\$ (612,912)	\$ (631,300)	\$ (650,239)	\$ (669,746)	\$ (689,838)
<b>Nonoperating Receipts/(Disbursements)</b>										
Federal Grants (all 4000 except fund 532)	517,984	401,610	343,665	-	-	249,339	256,819	264,524	272,459	280,633
State Grants (3200, except 3211)	1,034	1,719	1,474	-	-	1,518	1,564	1,611	1,659	1,709
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-	-	-
Donations (1820)	300	3,528	-	-	-	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-	-	-
Transfers - In	-	-	5,530	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-	-	-
<b>Total Nonoperating Revenues/(Expenses)</b>	\$ 519,318	\$ 406,857	\$ 350,669	\$ -	\$ -	\$ 250,857	\$ 258,383	\$ 266,134	\$ 274,118	\$ 282,342
<b>Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements</b>	\$ (79,529)	\$ 4,758	\$ (1,081)	\$ -	\$ -	\$ (362,055)	\$ (372,917)	\$ (384,104)	\$ (395,627)	\$ (407,496)
<b>Fund Cash Balance Beginning of Fiscal Year</b>	\$ 35,492	\$ 115,021	\$ 119,779	\$ 118,698	\$ 118,698	\$ 118,698	\$ 118,698	\$ 118,698	\$ 118,698	\$ 118,698
<b>Fund Cash Balance End of Fiscal Year</b>	\$ 115,021	\$ 119,779	\$ 118,699	\$ 118,698	\$ 118,698	\$ 243,357	\$ 616,274	\$ 1,000,378	\$ 1,396,005	\$ 1,803,501

FIVE YEAR FORECAST

	Actual					Forecasted				
	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
<b>Assumptions</b>										
<b>Staffing/Enrollment</b>										
Total Student Enrollment	118	98	116	14	95	98	101	104	107	107
Instructional Staff	13,000	12	14	8	12,000	12,000	12,000	12,000	12,000	12,000
Administrative Staff	12,000	8	8	8	8,000	8,000	8,000	8,000	8,000	8,000
Other Staff	5,000	5	7	7	5,000	5,000	5,000	5,000	5,000	5,000
<b>Purchased Services</b>										
Rent	42,000	42,000	42,000	-	43,280	43,260	43,260	43,260	43,260	43,260
Utilities	41,683	28,050	31,486	-	32,431	32,431	32,431	32,431	32,431	32,431
Other Facility Costs	46,995	44,569	62,021	-	63,882	63,882	63,882	63,882	63,882	63,882
Insurance	5,285	5,864	4,571	-	4,708	4,708	4,708	4,708	4,708	4,708
Management Fee	972,504	808,623	840,349	-	865,559	517,466	517,466	517,466	517,466	517,466
Sponsor Fee	24,119	23,888	27,903	-	28,740	28,740	28,740	28,740	28,740	28,740
Audit Fees	6,242	9,639	5,072	-	5,224	5,224	5,224	5,224	5,224	5,224
Contingency	-	-	-	-	-	-	-	-	-	-
Transportation	9,980	1,739	2,472	-	2,546	2,546	2,546	2,546	2,546	2,546
Food Service	89,771	72,667	90,966	-	93,695	93,695	93,695	93,695	93,695	93,695
Legal	18,386	14,106	26,103	-	26,886	26,103	26,103	26,103	26,103	26,103
Marketing	-	-	-	-	-	-	-	-	-	-
Consulting	-	-	-	-	-	-	-	-	-	-
Total	1,396,690	1,575,663	1,902,263	-	1,995,971	1,902,263	1,902,263	1,902,263	1,902,263	1,902,263
	1,396,695	1,208,688	1,323,206	-	1,362,902	1,008,318	1,008,318	1,008,318	1,008,318	1,008,318
<b>Receipts</b>										
Opportunity Grant per FTE Student	5,800.00	5,900.00	-	-	-	-	-	-	-	-
Targeted Assistance per FTE Student	1,450.00	1,475.00	-	-	-	-	-	-	-	-
K-3 Literacy Funding per FTE Student	290.00	305.00	-	-	-	-	-	-	-	-
Econ Disadvantaged Funding per FTE Student	272.00	272.00	-	-	-	-	-	-	-	-
Career Tech Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Gifted Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
LEP Funding	-	-	-	-	-	-	-	-	-	-
State Special Education Funding	-	-	-	-	-	-	-	-	-	-
Transportation Funding	-	-	-	-	-	-	-	-	-	-
Facilities Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Food Services Receipts per FTE Student	-	-	-	-	-	-	-	-	-	-
Title I Allocation per Eligible FTE Student	-	-	-	-	-	-	-	-	-	-
Title II-A Allocation per Eligible FTE Student	-	-	-	-	-	-	-	-	-	-
Title VI-B (IDEA B) Funding	-	-	-	-	-	-	-	-	-	-
USDOE Competitive Grants	-	-	-	-	-	-	-	-	-	-
ODE Competitive Grants	-	-	-	-	-	-	-	-	-	-
E-Rate Grants	-	-	-	-	-	-	-	-	-	-
Board Philanthropic Grants	-	-	-	-	-	-	-	-	-	-
Foundation Grants	-	-	-	-	-	-	-	-	-	-
Other Grants	-	-	-	-	-	-	-	-	-	-

FIVE YEAR FORECAST

	Actual					Forecasted				
	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
<b>Disbursements</b>										
Instruction Percentage of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Admin/Operations Percentage of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Instruction Supplies/Tech per FTE Student	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Instruction Supplies/Tech per Teacher	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inflation Adjustment for Instruction Staff	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Inflation Adjustment for Admin/Ops Staff	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Inflation Adjustment for Instruction Supp/Tech	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Inflation Adjustment for Admin/Ops Supp/Tech	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Inflation Adjustment for Facilities Expenses	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
One-Time Facilities/Utilities Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sponsor Fees (% of State Foundation)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Other Unrestricted Expenses / Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Financial Metrics</b>										
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	XXXX	-16.95%	18.37%	-100.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%
Growth in New Capital Outlay	XXXX	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	XXXX	-15.58%	19.05%	-100.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%
Growth in Non-Operating Receipts/Expenses	XXXX	-21.66%	-13.74%	-100.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%
Days of Cash	0.03	0.09	0.09	0.00	0.00	0.09	-0.17	-0.43	-0.67	-0.91

**Assumptions Narrative Summary**

The school currently contracts with the management company. The agreement provides 98% of state revenues and 100% of federal revenues to be made payable to the management company. The school has no payroll expenditures, all employees are employees of the management company. The management company negotiates contractual items on behalf of the school. The management company provides detailed level of accounting of where and how funds are expended.

- Rent - \$3500 per month
- Utilities - difficult to budget as rising costs of CCFs in calculations
- Other Facilities Cost - repairs, maintenance, copier charges based upon what is needed
- Insurance - annual amount negotiated, expect cost to increase
- Sponsor Fees - based upon negotiated percentage each month based upon foundation revenues
- Audit Fees - estimated to be \$7000 per year
- Transportation - varies on outside school activities
- Food Service - based upon number of meals served and negotiated contract price per meal
- Legal - professional legal services varies on case by case basis.
- Consulting - professional services varies from year to year depending on the needs of the school

Executive

As Passed by the House

As Passed by the Senate

As Enacted

School Funding

**EDUCD56 Community and STEM school funding formula**

<b>R.C.</b>	<b>3314.08, 3326.33, 3326.41</b>	<b>R.C.</b>	<b>3314.08, 3326.33, 3326.41</b>	<b>R.C.</b>	<b>3314.08, 3326.33, 3326.41</b>	<b>R.C.</b>	<b>3314.08, 3326.33, 3326.41</b>
Maintains the FY 2017 dollar amounts used to calculate per pupil deductions from school districts and transfers to community and STEM schools for FY 2018 and FY 2019.		Same as the Executive, but increases the formula amount to \$6,020 for both years of the biennium (see EDUCD58).		Same as the House, but decreases the formula amount to \$6,010 in FY 2018 (see EDUCD58).		Same as the Senate.	

Provides an additional payment for the third grade reading bonus to each STEM school based on how many of its third grade students score at a proficient level or higher on the English language arts assessment (this payment is provided to traditional school districts and community schools under current law. Recent amendments authorize STEM schools to enroll students in any of grades K-6). Calculates the bonuses in the same manner as those for traditional school districts, but does not use the state share index.

Same as the Executive.

Same as the Executive.

Same as the Executive.

Provisions of Am. Sub. H. B. 49 of the 132nd General Assembly govern the funding of community schools. Payments to community schools take the form of deductions from the state foundation funding of the school districts in which the community school students are entitled to attend school. Community school students are counted as part of the enrollment base of the resident school district to generate funding.

The funding calculation of community schools utilizes a number of funding concepts and formulae some of which are also applied to traditional school districts. The following funding streams comprise the foundation funding of the community schools. Some of the following funding streams are not calculated for internet-based community schools as will be pointed out below.

## Brick-and-Mortar and Blended School Funding Simulator

### E-school Funding Simulator

#### Opportunity Grant [Sections 3314.08(C)(1)(a)]

This is the core per-pupil funding of the community school which is calculated by multiplying the formula amount of \$6,010 by the formula ADM of the community school on FTE basis. The result of this calculation is deducted from the funding of the resident district of each student attending the community school as follows:

*Deduction from Resident District = Formula Amount X Resident Student FTE attending the Community School*

#### Targeted Assistance Fund [Section 3314.08(C)(1)(b)]

This is an additional per-pupil funding community schools receive based on the per-pupil amount of the Targeted Assistance calculated for the community school students' resident school districts pursuant to provisions of Section 3317.0217(A). This funding is calculated based on 25% of the community school FTE.

*Deduction from Resident District = Section 3317.0217(A) Per-Pupil Targeted Assistance X 0.25 X Resident Student FTE attending the Community School*

#### Additional State Aid for Special Education and Related Services [Sections 3314.08(C)(1)(c)]

This is additional funding targeted to special needs students who are identified as having handicapping conditions that fall within one of the 6 broad categories of special education students as follows:

- i. **Category 1:** Speech and Language Disability – The per-pupil amount associated with this category is \$1,578 in FY18.
- ii. **Category 2:** Developmentally Disabled; Specific Learning Disabled; Other Health (minor) – The per-pupil amount associated with this category is \$4,005 in FY18.
- iii. **Category 3:** Hearing Impaired; Severe Behavior Disabled – The per-pupil amount associated with this category is \$9,622 in FY18.
- iv. **Category 4:** Visually Impaired; Other Health (major) – The per-pupil amount associated with this category is \$12,841 in FY18.
- v. **Category 5:** Multiple Disability; Orthopedically Disabled – The per-pupil amount associated with this category is \$17,390 in FY18.
- vi. **Category 6:** Deaf and Blind; Autistic; Traumatic Brain Injured – The per-pupil amount associated with this category is \$25,637 in FY18.

*Deduction from Resident District = (\$1,578 x Category 1 FTE Resident Students attending Community Schools) + (\$4,005 x Category 2 FTE Resident Students attending Community Schools) + (\$9,622 x Category 3 FTE Resident Students attending Community Schools) + (\$12,841 x Category 4 FTE Resident Students attending Community Schools) + (\$17,390 x Category 5 FTE Resident Students attending Community Schools) + (\$25,637 x Category 6 FTE Resident Students attending Community Schools)*

#### K-3 Literacy Fund [Section 3314.08(C)(1)(d)]

This funding is aimed at providing resources for early education literacy. For each student in grades kindergarten through 3 the community school will receive \$320 in FY18 from the resident school district.

*Deduction from Resident District = \$325 X K-3 FTE Resident Students attending Community Schools*

#### Economic Disadvantaged Fund [Section 3314.08(C)(1)(e)]

This funding targets students who are identified as economically disadvantaged. For each such student the community school receives \$272 in FY18 from the resident school district.

*Deduction from Resident District = \$272 X Resident Economically Disadvantaged FTE Students attending Community Schools X Resident District Economic Disadvantaged Index*

#### Limited English Proficiency (LEP) Fund [Section 3314.08(C)(1)(f)]

This funding is targeted to students who lack proficiency in English language. For each such student the community school receives a per-pupil amount depending on the severity of the language problem of the student. The law categorizes LEP students into 3 categories as follows:

- i. **Category 1:** LEP students are those who were enrolled for 180 days or less in US schools and were not exempted from taking the spring administration of the required state English reading and writing tests. The per-pupil amount for these students is set at \$1,515 in FY18.
- ii. **Category 2:** LEP students are those who were enrolled for more than 180 days in US schools or were previously exempted from taking the spring administration of the required state English reading and writing tests. The per-pupil amount for these students is set at \$1,136 in FY18.
- iii. **Category 3:** LEP students are those who are not included in the above categories and are in trial-mainstream period. The per-pupil amount for these students is set at \$758 in FY18.

Based on the above parameters, the LEP funding deduction from the district of residence amounts to:

*Deduction from Resident District = (\$1,515 X Category 1 LEP Resident FTE Students attending Community Schools) + (\$1,136 X Category 2 LEP Resident FTE Students attending Community Schools) + (\$758 X Category 3 LEP Resident FTE Students attending Community Schools)*

This funding is targeted to students in career technical education programs. The law provides for a deduction from the resident district for each student who attends a community school and is participating in a career technical education program based on the appropriate career technical classification of the student and a per-pupil amount established in the law. For the purposes of this funding, career technical students are classified into 5 different categories as follows:

- i. **Category 1:** WFD in Agriculture and Environmental Systems, Construction Technologies, Engineering and Science Technologies, Finance, Health Science, Information Technology and Manufacturing Technologies – The per-pupil amount associated with this category is \$5,192 in FY18.
- ii. **Category 2:** WFD in Business Administration, Hospitality and Tourism, Human Services, Law and Public Safety, Transportation Systems and Arts and Communications – The per-pupil amount associated with this category is \$4,921 in FY18.
- iii. **Category 3:** Career Based Intervention Programs – The per-pupil amount associated with this category is \$1,795 in FY18.
- iv. **Category 4:** WFD in Education and Training, marketing, WFD in Academics, Public Administration and Career Development – The per-pupil amount associated with this category is \$1,525 in FY18.
- v. **Category 5:** Family and Consumer Science Programs – The per-pupil amount associated with this category is \$1,308 in FY18.

*Deduction from Resident District = (Category 1 Career Tech FTE Students attending Community Schools X \$5,192)+ (Category 2 Career Tech FTE Students attending Community Schools X \$4,921)+ (Category 3 Career Tech FTE Students attending Community Schools X \$1,795)+ (Category 4 Career Tech FTE Students attending Community Schools X \$1,525)+(Category 5 Career Tech FTE Students attending Community Schools X \$1,308)*

The sum total of the aforementioned 7 funding components comprises the total funding of brick and mortar community schools in FY18.

### Transportation Fund [Section 3314.091]

Some community schools choose to provide their own transportation services in which case an additional deduction from the school district of residence based on the statewide per-pupil transportation cost that forms the basis of the traditional districts' per-pupil transportation funding will be applied to the number of students attending the community school.

As far as internet-based community schools are concerned, the funding is limited to:

- i. Opportunity Grant Funding pursuant to Section 3314.08(C)(1)(a)
- ii. Additional State Aid for Special Education and Related Services Funding pursuant to Section 3314.08(C)(1)(c)
- iii. Career Technical Education Funding pursuant to Section 3314.08(C)(1)(g)

The funding mechanism and deductions from the school districts of residence for students attending internet-based community schools for the 3 funding components listed above will be the same as those of brick and mortar community schools as explained above.

## ATTACHMENT 10.1

- Insurance Binders, Declaration Sheets
-





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Cincinnati/ AssuredPartners NL		NAMED INSURED Educational Solutions Company 1500 W 3rd Ave Columbus, OH 43212	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

Midnimo Cross Cultural Community School, 1567 Loretta Ave., Columbus, OH 43211  
 Cesar Chavez College Preparatory School, 2400 Mock Road, Columbus, OH 43219  
 Educational Academy for Boys and Girls, 35 Midland Ave., Columbus, OH 43223  
 CubeSmart Self Storage - 4067 Roberts Rd., Columbus, OH 43228

D&O Liability and Educator's Legal Liability is included in \$1,000,000 Professional Liability Limit

Employee Benefits Liability Included at \$1,000,000 per Occurrence limit, \$1,000 deductible applies



Policy Change # 1 Effective 12/05/2017

This supersedes any previous declarations bearing the same policy number for this policy period

The Hanover Insurance Company (A Stock Company)
440 Lincoln Street, Worcester, MA 01653-0002
Commercial Line Policy
Common Declarations

CM

Table with 4 columns: Policy Number, Policy Period (From/To), Coverage is Provided in the:, Agency Code. Row 1: ZHW 8448820 12, 12/05/2017, 12/05/2018, The Hanover Insurance Company, 2003131

Named Insured and Address :

Agent :

Table with 2 columns: Insured Address (EDUCATIONAL SOLUTIONS COMPANY, 1500 WEST 3RD AVENUE SUITE 125, COLUMBUS OH 43212) and Agent Address (ASSURED NL INSURANCE AGENCY INC, 5905 E. GALBRAITH RD, #5000, CINCINNATI OH 45236)

Branch : Ohio

Policy Period : From 12/05/2017 To 12/05/2018

12:01 A.M. Standard Time at Your Mailing Address Shown Above.

Business Description : MANAGEMENT OF FIVE CHARTER SCHOOLS

Legal Entity : Non Profit

In Consideration of the premium, insurance is provided the Name Insured with respect to those premises described in the attached schedule(s) for which a specific limit of insurance is shown. This is subject to all terms of this policy including Common Policy Conditions. Coverage Parts, Forms and Endorsements may be subject to adjustment and/or a policy minimum premium.

Table listing coverage types and amounts: Commercial Property Coverage (\$6,214.00), Commercial General Liability Coverage (\$5,905.00), Professional Liability Coverage (\$6,302.00), Commercial Inland Marine Coverage (\$717.00), Commercial Crime Coverage (\$352.00), Commercial Auto Coverage (\$344.00), Total Surcharge Premium (N/A), Additional Premium For Policy Minimum (N/A), \*\* Total (\$19,834.00)

Additional/Return Premium for Endorsement :

N/A

\*\*INCLUDES PREMIUM, IF ANY, FOR TERRORISM; REFER TO DISCLOSURE NOTICE

Countersigned \_\_\_\_\_ By \_\_\_\_\_

10 Pay - 20% Down



EDUCATIONAL SOLUTIONS  
COMPANY

ZHW 8448820 12

ASSURED NL INSURANCE

Group Number ZSX

401-0154

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Issued 01/17/2018





EDUCATIONAL SOLUTIONS  
COMPANY

ZHW 8448820 12

ASSURED NL INSURANCE

**Schedule of Additional Interest Changes**

		State		OR
		Zip Code		97205
GL	5	Type	Added	Managers or Lessors CG2011

401-0154

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Issued 01/17/2018

It is hereby agreed and understood that the AI AEP Charter Cesar in its entirety shall read as AEP Charter Cesar Chavez, LLC, c/o Charter School Realty Company, LLC ,225 Broadway, Ste 300, Portland, OR 97205

421 0307 10 03

POLICY NUMBER: ZHW 8448820 12

COMMERCIAL GENERAL LIABILITY  
CG 20 11 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b>	
3	
1	
4	
3	
2	
5	
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>	
ST ALOYSIUS ORPHANAGE	
RICHARDS RESTAURANT INC & REVCO DISCOUNT CENTER INC	
ST ALOYSIUS ORPHANAGE	
AEP Charter Cesar Chavez, LLC, c/o Charter school Realty Company, LLC	
North Central Ohio Esc,	
North Central Ohio Esc,	
<b>Additional Premium:</b>	\$ INCL
<b>Additional Premium:</b>	\$ INCL
<b>Additional Premium:</b>	\$ INCL
<b>Additional Premium:</b>	\$ NO
<b>Additional Premium:</b>	\$ No
<b>Additional Premium:</b>	\$ No
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and 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 the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## ATTACHMENT 11.6

- Contract Renewal Rubric

## Academic Assessment & Accountability

The ESC will utilize the National Association of Charter School Authorizer's (NACSA's) Core Academic Performance Framework to guide its academic monitoring of the schools that it sponsors. The framework components include:

1. Indicator – general category of academic performance, i.e., student achievement
2. Measure – general means to evaluate the indicator, i.e., state assessment
3. Metric – method of quantifying a measure, i.e., percentage of students proficient on state assessment
4. Target – threshold for meeting specific measure, i.e., state cut-off for meeting proficiency or higher
5. Rating – assignment of school's performance into one of four categories based on how school performs against the target, i.e., exceeds, meets, does not meet or falls far below standard

We will utilize the graded measures available on the state report card each year. As additional measures are added from year to year, we will also utilize the performance framework in those areas. The Graded Measures are:

- Value-Added: Overall
- Value-Added: Gifted
- Value Added: Students with Disabilities
- Value-Added: Lowest 20% in Achievement
- Performance Index
- Performance Indicators
- 4 Year Graduation Rate
- 5 Year Graduation Rate
- Annual Measurable Objectives (AMO)

**>> The inclusion of the measures will be based on their report card release from the Ohio Department of Education.**

The ESC will rate each of these areas as –

- Exceeding Standard – Determined by Overall Progress Grade of A
- Meets Standard – Determined by Overall Progress Grade of B or C
- Does Not Meet Standard – Determined by Overall Progress Grade of D
- Falls Far Below Standard – Determined by Overall Progress Grade of F

**>> Reference attached spreadsheet.**

- ***Spreadsheet will be reviewed at the annual face to face meeting with administration and board representation. It will also be utilized at renewal time.***
- ***School and Sponsor may agree to include additional Progress and/or Achievement measures using data from standardized assessments (i.e., MAP, STAR) and/or other District specific metrics. These will be used to assist in monitoring accountability, especially if there are areas that were not rated on the report card.***

The report card grades are used by the State to determine levels of support in the Ohio Improvement Process (OIP). If the school receives any correspondence from ODE listing the school as assigned in an OIP tier of priority, focus, alert or low-performing, the ESC will support that vetted accountability system and the following will be expected:

1. The Sponsor will be notified immediately. Correspondence from ODE is directly sent to the superintendent of the school.
2. The Sponsor will be copied in on all correspondence and requirements that the school sends related to OIP as well as the school's ODE submissions in the process.
3. The Sponsor will be notified of and invited to all meetings related to the OIP, such as building team meetings.
4. Communication occurring with any SST or support facilitators that are assigned to the school will occur consistently and in a timely fashion.
5. Completion of all required documentation as assigned by ODE will be completed and submitted on time and the OIP will be followed with fidelity.

If assigned to OIP – we will monitor and use that process as the supported intervention for the schools that we sponsor. If a school is not assigned to the OIP by ODE, but has issues related to academic accountability and is consistently low-performing in areas that result in a concern to the Sponsor, intervention and support will be assigned specifically by the needs of the school and a plan will be outlined – which could include, but not limited to:

- Required participation in the Differentiated Accountability/Ohio Improvement Process assigned by the Sponsor – even if not yet assigned by ODE
- Professional development
- SST support
- On-site support
- Corrective action planning, and intervention where needed, as requested by the Sponsor

- Decrease in contract length, non-renewal, suspension, and/or termination if no growth occurs over the course of the contract life

The rating system described earlier is subject to change if any legislative revision occurs or a new expected accountability standard is issued to Sponsors by the State. As future graded measures are added to the report card over the course of a contract's life, it will be assumed that the school will be rated on those measures throughout the life of the contract with that specific measure language being added at renewal time. If needed, the ESC will amend and update the accountability portion of the contract if the legal requirements of monitoring change after the contract has been approved by both governing authorities.

Community School Accountability Measures

Community School:		Grade Span:		Date:			
Accountability Measures	Metric	Pts. Earned x Weights of Measure					
		Baseline Pts. Earned	Year 1 Pts. Earned	Year 2 Pts. Earned	Year 3 Pts. Earned	Year 4 Pts. Earned	Year 5 Pts. Earned
Levels of student achievement on statewide assessments	Achievement: Performance Index Grade						
Student performance on statewide assessments	Achievement: Indicators Met Grade						
Student performance of subgroups on statewide assessments	Gap Closing: AMO Grade						
K-3 Literacy (coming 2014)	K-3 Literacy: (TBD)						
Overall student progress on statewide assessments (grades 4-8)	Progress: Value Added Overall Grade						
Graduation Rate (HS only)	Graduation Rate						
Prepared For Success (coming 2014)	Prepared for Success: (TBD)						
Other*							
<b>EARNED: Overall Level of Performance Based Upon All Measures*</b>		0	0.00	0.00	0.00	0.00	0.00

District Notes:

\* District and Sponsor may agree to include additional Progress and/or Achievement measures using data from District-wide standardized assessments (i.e., MAP, STAR) and/or other District specific metrics.

\*\* Schools with an Overall Level of Performance score of less than 2 will be required to develop an Improvement Plan including targeted SMART goals, identified research-based strategies, adult implementation indicators, student performance indicators, progress monitoring measures and timelines, and implementation details. Achievement of goal(s) will be included in the District's Accountability Measures.

Metric	Target Rubric			
	Exceeds Target	Meets Target	Approaching Target	Below Target
	4 points	3 points	2 points	1 point
<b>Progress</b>	A	B	C	D
Overall	(2.0 and up)	(1.0 to 1.9)	(--1.0 to --0.9)	(--2.0 to --1.1)
<b>Achievement</b>	A	B	C	D
PI and Indicators Met	(90--100%)	(80--89.9%)	(70--79.9%)	(50--69.9%)
<b>Graduation Rate</b>	A (93-	B (89-	C (84-	D (79-
	--100%)	--92.9%)	--88.9%)	--83.9%)
<b>K--3 Literacy</b>	A	B	C	D
	TBD	TBD	TBD	TBD
<b>Prepared for Success</b>	A	B	C	D
	TBD	TBD	TBD	TBD
<b>Additional District Specific Metric Options:</b>	<b>Agreed upon by District and Sponsor</b>			
<b>Progress or Achievement</b>	A	B	C	D
District--wide Standardized Assessment	TBD	TBD	TBD	TBD
<b>Progress or Achievement</b>	A	B	C	D
Attendance data	TBD	TBD	TBD	TBD
<b>Achievement of Targeted District Goal</b>	A	B	C	D
District Improvement Plan	TBD	TBD	TBD	TBD
<b>Other:</b>				

\* Ranges below

**NCOESC Proposed Accountability Plan & Scoring Rubric**

**ACADEMIC PERFORMANCE FRAMEWORK: K-12 – Based on most recent report card data.**

1. Is the school meeting acceptable standards according to the existing Ohio Local Report Card?

**Overall Grade –**

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	Overall Grade on Local Report Card equals (A)
	2	Meets Standard	Overall Grade on Local Report Card equals (B) or (C)
	1	Does Not Meet Standard	Overall Grade on Local Report Card equals (D)
	0	Falls Far Below Standard	Overall Grade on Local Report Card equals (F)

**Gap Closing – Annual Measurable Objectives (AMOs)**

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	School met 90-100% of eligible points on Annual Measurable Objectives
	2	Meets Standard	School met 70-89% of eligible points on Annual Measurable Objectives
	1	Does Not Meet Standard	School met 50-69% of eligible points on Annual Measurable Objectives
	0	Falls Far Below Standard	School met less than 50% of eligible points on Annual Measurable Objectives

**Achievement – Performance Index (Criterion-Referenced Growth - students are making sufficient growth to attain grade level proficiency in (1) academic year.)**

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	Performance Index on Local Report Card equals (A)
	2	Meets Standard	Performance Index on Local Report Card equals (B) or (C)
	1	Does Not Meet Standard	Performance Index on Local Report Card equals (D)
	0	Falls Far Below Standard	Performance Index on Local Report Card equals (F)

2. Are students making expected annual academic growth compared to their academic peers?

**Progress – Value Added Performance (Normal-Referenced Growth over (5) years of specific sub-groups)**

**Progress-All Students**

Score	Possible Score	Rating	Definition
	6	Exceeds Standard	Value Added Index equals (A)

	4	Meets Standard	Value Added Index equals (B) or (C)
	2	Does Not Meet Standard	Value Added Index equals (D)
	0	Falls Far Below Standard	Value Added Index equals (F)

**Progress – Students with Disabilities**

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	Value Added Index equals (A)
	2	Meets Standard	Value Added Index equals (B) or (C)
	1	Does Not Meet Standard	Value Added Index equals (D)
	0	Falls Far Below Standard	Value Added Index equals (F)

**Progress – Students in the Lowest 20 percent of Achievement Statewide**

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	Value Added Index equals (A)
	2	Meets Standard	Value Added Index equals (B) or (C)
	1	Does Not Meet Standard	Value Added Index equals (D)
	0	Falls Far Below Standard	Value Added Index equals (F)

**K-3 Literacy Improvement-Helping Students who are reading below grade level**

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	K-3 Literacy Measure equals (A)
	2	Meets Standard	K-3 Literacy Measure equals (B) or (C)
	1	Does Not Meet Standard	K-3 Literacy Measure equals (D)
	0	Falls Far Below Standard	K-3 Literacy Measure equals (F)

3. Are students in the school progressing better than students in the *Challenged District*?

**Comparison of Student Options-Overall Value Added Performance for All Students**

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	Most Recent Value Added Index equals (A)
	2	Meets Standard	Most Recent Value Added Index equals (B) or (C)
	1	Does Not Meet Standard	Most Recent Value Added Index equals (D)
	0	Falls Far Below Standard	Most Recent Value Added Index equals (F)

4. Are students graduating from high school?

**High School Graduation Rates**

Score	Possible Score	Rating	Definition
-------	----------------	--------	------------

	3	Exceeds Standard	Overall Graduation Rate equals (A)
	2	Meets Standard	Overall Graduation Rate equals (B) or (C)
	1	Does Not Meet Standard	Overall Graduation Rate equals (D)
	0	Falls Far Below Standard	Overall Graduation Rate equals (F)

5: Is the school meeting mission-specific academic SMART goals? (prepared for success goals, credits earned, student achievements, etc.)?

Score	Possible Score	Rating	Definition
	3	Exceeds Standard	School surpassed its mission-specific academic goal(s)
	2	Meets Standard	School met its mission-specific academic goal(s)
	1	Does Not Meet Standard	School did not meet its mission-specific academic goal(s)
	0	Falls Far Below Standard	School fell far below its mission-specific academic goal(s)

Total Points Possible = 33 \_\_\_/\_\_\_ earned (total may change based on staggered release of grades)  
Weight = 50%

**FINANCIAL PERFORMANCE FRAMEWORK**

**Near-Term Measures**

1. Current Ratio: Current Assets divided by Current Liabilities  
Source: Audited Balance Sheet

Score	Possible Score	Rating	Definition
	2	Meets Standard	Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive
	1	Does Not Meet Standard	Current Ratio is between 0.9 and 1.0 or equals 1.0 or Current Ratio is between 1.0 and 1.1 and one-year trend is negative
	0	Falls Far Below Standard	Current Ratio is less than or equal to 0.9

2. Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365  
Source: Audited Balance Sheet and Income Statement

Score	Possible Score	Rating	Definition
	2	Meets Standard	60 Days Cash or

			Between 30 and 60 Days Cash and one-year trend is positive
	1	Does Not Meet Standard	Days Cash is between 15-30 days or Days Cash is between 30-60 days and one-year trend is negative
	0	Falls Far Below Standard	Fewer than 15 Days Cash

3. Debt Default: Is the school able to meet its debt obligations or covenants?  
Source: Notes to Audited Financial Statement

Score	Possible Score	Rating	Definition
	2	Meets Standard	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments
	1	Does Not Meet Standard	Not applicable
	0	Falls Far Below Standard	School is in default of loan covenant(s) and/or is delinquent with debt service payments

#### Sustainability Measures

1. Enrollment Variance: Sufficiency of revenues to fund ongoing operations  
Source: Projected Enrollment in the approved budget for the year vs. actual enrollment

Score	Possible Score	Rating	Definition
	2	Meets Standard	Enrollment Variance equals or exceeds 95% in the most recent year
	1	Does Not Meet Standard	Enrollment Variance is between 85-95% in the most recent year
	0	Falls Far Below Standard	Enrollment Variance is less than 85% in the most recent year

2. Debt to Asset Ratio: Total Liabilities divided by Total Assets  
Source: Audited Balance Sheet

Score	Possible Score	Rating	Definition
	2	Meets Standard	Debt to Asset Ratio is less than 0.9
	1	Does Not Meet Standard	Debt to Asset Ratio is between 0.9 to 1.0
	0	Falls Far Below Standard	Debt to Asset Ratio is greater than 1.0

Total Points Possible = (Earned /10)  
Weight – 25%

**ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**Education Program**

This measure does not evaluate the performance of the school. This measure only addresses the program described in the Education Plan of this contract – the school’s fidelity to the program and organizationally the school’s **faithfulness to the terms of the charter**.

1. Is the school implementing the material terms of the education program as defined in the current charter contract?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school implemented the material terms of the education program in all material aspects and the education program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from the ESCCO for a charter modification to the material terms.
	0	Does Not Meet Standard	

Additional Comments: \_\_\_\_\_

**Education Requirements**

1. Is the school complying with applicable education requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to: <ul style="list-style-type: none"> <li>• Academic Program Assurances Instructional days or hours requirements</li> <li>• Graduation requirements</li> <li>• Promotion and Acceleration requirements</li> <li>• Common Core Standards</li> <li>• State Assessments</li> <li>• Implementation of mandated programming as a result of state or federal funding</li> </ul>
	0	Does Not Meet Standard	

Additional Comments: \_\_\_\_\_

**Student with Disabilities**

1. Is the school protecting the rights of students with disabilities?

Score	Possible Score	Rating	Definition
	2	Meets Standard	<p>Consistent with the school's status and responsibilities as an LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Equitable access and opportunity to enroll</li> <li>• Identification and referral</li> <li>• Appropriate development and implementation of IEPs and 504 Plans</li> <li>• Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities</li> <li>• Discipline, including due process protections, manifestation determinations, and behavioral intervention plans</li> <li>• Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans</li> <li>• Appropriate use of all available funding</li> </ul>
	1	Meets Standards w/CAP	The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.
	0	Does Not Meet Standard	

Additional Comments:

**English Language Learners (ELL) Students**

1) Is the school protecting the rights of English Language Learner (ELL) students?

Score	Possible Score	Rating	Definition
			The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding English Language Learners (ELLs), including but not limited to:

	1	Meets Standard	<ul style="list-style-type: none"> <li>• Equitable access and opportunity to enroll</li> <li>• Required policies related to the service of ELL students</li> <li>• Compliance with native language communication requirements</li> <li>• Proper steps for identification of students in need of ELL services</li> <li>• Appropriate and equitable delivery of services of identified students</li> <li>• Appropriate accommodations on assessments</li> <li>• Exiting of students from ELL services</li> <li>• Ongoing monitoring of exiting students</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

**Financial Reporting and Compliance**

1. Is the school meeting financial reporting and compliance requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Complete and on-time submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP)</li> <li>• On-time submission and completion of the annual independent audit and corrective action plans, if applicable</li> <li>• All reporting requirements related to the use of public funds</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

**Financial Management and Oversight**

1. Is the school following Generally Accepted Accounting Principles (GAAP)?

Score	Possible Score	Rating	Definition
			The school materially complies with applicable laws,

	1	Meets Standard	<p>rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to:</p> <ul style="list-style-type: none"> <li>• An unqualified audit opinion</li> <li>• An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses</li> <li>• An audit that does not include a significant going concern disclosure in the notes or explanatory paragraph within the audit report</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

**Governance Requirements**

1. Is the school complying with governance requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Board policies, including those related to oversight of an Education Service Provider (ESP), if applicable</li> <li>• Board Bylaws</li> <li>• Board Training</li> <li>• Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time</li> <li>• Code of Ethics</li> <li>• Conflicts of Interest</li> <li>• Board composition and/or membership rules</li> <li>• Compensation for attendance at meetings</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

**Management Accountability**

1. Is the school holding management accountable, if applicable?

Score	Possible	Rating	Definition
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Score			
1	Meets Standard		The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to: <ul style="list-style-type: none"> <li>• Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP</li> <li>• Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement</li> </ul>
0	Does Not Meet Standard		

Additional Comments:

**Reporting Requirements**

1. Is the school complying with reporting requirements?

Score	Possible Score	Rating	Definition
1		Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the ESC, ODE, and/or federal authorities, including but not limited to: <ul style="list-style-type: none"> <li>• Accountability tracking</li> <li>• Attendance and enrollment reporting</li> <li>• Compliance and oversight</li> <li>• Additional information requested by RCS</li> </ul>
0		Does Not Meet Standard	

Additional Comments:

**Students and Employees**

1. Is the school protecting the rights of all students?

Score	Possible Score	Rating	Definition
			The school materially complies with applicable laws,

	1	Meets Standard	<p>rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)</li> <li>• The collection and protection of student information</li> <li>• Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition of public schools from engaging in religious instruction</li> <li>• Conduct of discipline</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

2. Is the school supporting its attendance goals?

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to attendance goals by, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Reducing truancy</li> <li>• Incentives</li> <li>• Promoting daily student attendance</li> <li>• Promoting student retention</li> <li>• Counseling parents</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

3. Is the school meeting teacher and other staff credentialing requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to State certification requirements and Federal HQT requirements.</p>

	0	Does Not Meet Standard	
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Additional Comments:

4. Is the school respecting employee rights?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating the FMLA, ADA, and employment contracts.
	0	Does Not Meet Standard	

Additional Comments:

5. Is the school completing required background checks?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to background checks of all applicable individuals.
	0	Does Not Meet Standard	

Additional Comments:

1. Is the school complying with facilities and transportation requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to: <ul style="list-style-type: none"> <li>Americans with Disabilities Act (ADA)</li> <li>Health and Safety Inspections (Fire, Health, etc.)</li> </ul>

			<ul style="list-style-type: none"> <li>• Certificate of Occupancy</li> <li>• Liability Insurance Coverage</li> <li>• Student Transportation</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

2. Is the school complying with health and safety requirements:

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Nursing services and dispensing of medication to students (screenings, logs, policies)</li> <li>• Food Service Inspections</li> <li>• Health and Wellness requirements</li> <li>• Other services</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

3. Is the school handling information appropriately?

Score	Possible Score	Rating	Definition
	1	Meets Standard	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Maintaining the security of and providing access to student records under FERPA and other applicable authorities</li> <li>• Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities</li> <li>• Transferring of student records</li> <li>• Proper, and secure maintenance of testing materials</li> </ul>
	0	Does Not Meet Standard	

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Additional Comments:

**Additional Obligations**

1. Is the school complying with other obligations?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources: <ul style="list-style-type: none"> <li>• Revisions to State Charter Law</li> <li>• Intervention requirements by the ESCCO</li> <li>• Intervention requirements by the Ohio Department of Education</li> <li>• Requirements by other entities to which the charter school is accountable</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

Total Points Possible = ( \_\_\_ / 19 earned )  
Weight = 25%

**ESCCO Rubric Calculation**

CATEGORY	% IN CATEGORY	WEIGHT IN CATEGORY	FINAL CALCULATION
Academic		50%	
Financial		25%	
Organizational		25%	
<b>TOTAL</b>			

**Overall Renewal Rating**

Renewal Decision	Rating	Definition
	Exceeds Standard 85% or more of Total Points	3 year renewal
	Meets Standard	3 year renewal

	70-84% of Total Points	
	Does Not Meet Standard 50-69% of Total Points	1-2 year renewal with Corrective Action Plan (CAP)
	Falls Far Below Standard Less than 50% of Total Points	1 year renewal with CAP or nonrenewal

**Review Committee:**

**Meeting to Review Rubric:**

**Contract Expiration:**

**ATTACHMENT 11.19**

- Resolutions Approving Contract

## RECORD OF PROCEEDINGS

Minutes of the Governing Authority of the *Midnimo Cross-Cultural Middle School* (MCC) held at 150 East Gay Street, Suite 2400, Columbus, Ohio 43215 on March 15, 2018

President called the meeting to order at 6:33 p.m.

ROLL CALL:	Louis Morgan	Present
	Paula Parlett	Present
	Gloria Anderson	Present
	Kenny Roman	Absent
	Shonen Thomas	Present

PRESENT: Dr. Robert Stephens, Estella Stephens, Christina Benson, Michelle Raglin, Michael Troper, Mike Cool

Louis Morgan moved and Shonen Thomas seconded that the Governing Authority approve the Agenda. (Exhibit A)

ROLL CALL:	Gloria Anderson	Yea	<u>  x  </u>	Passed
	Kenny Roman	Yea	<u>      </u>	Failed
	Louis Morgan	Yea		
	Shonen Thomas	Yea		

Louis Morgan moved and Shonen Thomas seconded that the Governing Authority approve the minutes of the January 2018 meeting. (Exhibit B)

ROLL CALL:	Gloria Anderson	Yea	<u>  x  </u>	Passed
	Kenny Roman	Yea	<u>      </u>	Failed
	Louis Morgan	Yea		
	Shonen Thomas	Yea		

Gloria Anderson moved and Shonen Thomas seconded that the Governing Authority approve the Treasurer's Report presented by Michael Troper. (Exhibit C)

- Reconciliation for CCA. (Includes all Bank Statements)
- Revenue Summary
- Financial Summary
- Check Register

ROLL CALL:	Gloria Anderson	Yea	<u>  x  </u>	Passed
	Kenny Roman	Yea	<u>      </u>	Failed
	Louis Morgan	Yea		
	Shonen Thomas	Yea		

## RECORD OF PROCEEDINGS

Minutes of the Governing Authority of the *Midnimo Cross-Cultural Middle School* (MCC) held at 150 East Gay Street, Suite 2400, Columbus, Ohio 43215 on March 15, 2018

### Directors' of Academic Report

Presented by Estella Stephens, Superintendent; he spoke on:

Current Enrollment 117

- Summary of Winter test results present and some cases students exceeded expected growth.
- Students participated in the 1<sup>st</sup> Science Fair and 7 students received a Superior rating at the school level and went onto Districts that was held at Columbus State Community College.
- Our Robotics program is underway and we are partnering with COSI and 4-H.
- Provided status of OELPA testing.

### Sponsor's Report

Sponsor was present.

- Provided a professional development date of May 16.
- Handouts regarding the Ohio Charter School Laws Role & Responsibilities were provided.
- Shared they received an effective rating because our compliance is exemplary.
- Informed of Spring Site visit will be April 25.

### Consent Agenda

Approval of additional Requirements

- **Approve School Demographic (Annually)**
- **Approve School Emergency Operations Plan (Annually)**

January 2018 Policy Updates/Changes

- **Federal Grant Administration – 148.10**
- **Emergency Management Plan – 424; 447**
- **Attendance Policies – 251; 252**
- **Vendors with Percentage-Based Contract – 148**

## RECORD OF PROCEEDINGS

Minutes of the Governing Authority of the *Midnimo Cross-Cultural Middle School* (MCC) held at 150 East Gay Street, Suite 2400, Columbus, Ohio 43215 on March 15, 2018

Gloria Anderson moved and Paula Parlett seconded that the Governing Authority approve Consent Agenda (as amended). (Exhibit D)

ROLL CALL:	Gloria Anderson	Yea	<u>  x  </u>	Passed
	Paula Parlett	Yea	<u>      </u>	Failed
	Louis Morgan	Yea		
	Shonen Thomas	Yea		

### New Business

Approve the 5-Year Sponsorship Agreement with NCOESC, as revised by the Board's attorney.

ROLL CALL:	Gloria Anderson	Yea	<u>  x  </u>	Passed
	Paula Parlett	Yea	<u>      </u>	Failed
	Louis Morgan	Yea		
	Shonen Thomas	Yea		

Shonen Thomas moved and Louis Morgan seconded that the Governing Authority approve New Business (as amended). (Exhibit E)

ROLL CALL:	Gloria Anderson	Yea	<u>  x  </u>	Passed
	Paula Parlett	Yea	<u>      </u>	Failed
	Louis Morgan	Yea		
	Shonen Thomas	Yea		

Gloria Anderson moved and Paula Parlett seconded that the Governing Authority Meeting is hereby adjourned at 7:18 p.m.

Attest:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary