

RENEWAL SPONSORSHIP CONTRACT

FOR

OHIO COMMUNITY SCHOOL

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

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

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

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

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

ARTICLE I

Continuation of Community School

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

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

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

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

- 1.4 **Corporate Documents.** Attached as **Attachment 1.4** are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations, IRS Determination Letter (if any), Mission Statement, and Organizational Chart of the School. Any changes or updates to any of these documents must be reported in writing to the Sponsor within five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.
- 1.5 Intentionally left blank.
- 1.6 **Sponsor Responsibilities.** The Sponsor shall carry out the responsibilities established by law, including:
- (a) Monitor the School's compliance with all laws applicable to the School and with the terms of this Contract;
 - (b) Monitor and evaluate the academic and fiscal performance and the organization and operation of the School on at least an annual basis, which evaluation shall be based on the performance requirements set forth in **Attachment 11.6**, state report cards, and any other analysis conducted by the Ohio Department of Education and Workforce (DEW) or the Sponsor;
 - (c) Review the financial and enrollment records of the school at least once per month with the Governing Authority or Fiscal Officer and provide a written report regarding the review within ten (10) days after the review;
 - (d) Provide technical assistance to the School in complying with this Contract and with applicable laws, provided, however, that Sponsor shall not be obligated to give legal advice to the School;
 - (e) Offer other activities, as determined by the Sponsor, specifically designed to benefit the School;
 - (f) Take steps to intervene in the School's operation to correct problems in the School's overall performance, declare the School to be on probationary status pursuant to R.C. 3314.073, suspend operation of the School pursuant to R.C. 3314.072, or terminate or non-renew this Contract pursuant to R.C. 3314.07, as determined necessary by the Sponsor;
 - (g) Establish a plan of action to be undertaken if the School experiences financial difficulties or closes before the end of the school year, which plan shall be set out by the Sponsor as and when financial difficulties arise in a customized tailored manner to address the source of difficulties; and
 - (h) Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to sponsored schools, pursuant to the specific requirements of R.C. 3314.025.

ARTICLE II

Governing Authority/Administration

- 2.1 **Governing Authority Members.** The Governing Authority (its Board of Directors, Directors, or Board) must contain at least five (5) Directors (members). All Governing

Authority members must be preapproved by Sponsor. No Governing Authority member may serve on the Board if restricted from doing so by R.C. 3314.02(E) or any other law, rule, or regulation. All Governing Authority members must provide copies of clean BCI and FBI criminal background checks and signed Conflict of Interest Disclosure Forms to the Sponsor before the effective date of the member's term. All BCI and FBI criminal background checks must be repeated at least every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.

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

- 2.2 **Training of Governing Authority Members.** Members new to the School's Board must complete a minimum of five (5) hours of Board training, at least two (2) hours of which are on public records and open meetings law, within three (3) months of being elected or appointed to the Board. Existing Governing Authority members are required to attend board training, which must include training on public records and open meetings laws, for a minimum of two (2) hours on an annual basis to remain current in their responsibilities and obligations. Trainings must be approved by the Sponsor.
- 2.3 **Governing Authority Meetings.** The Governing Authority must hold a minimum of six (6) regular meetings bi-monthly per year. The Sponsor shall have adequate prior written notice of all regular and special meetings, and be copied with all agenda, packets, handouts, and minutes of all meetings of the Governing Authority or its committees. The School must notify the Sponsor of all special meetings as soon as scheduled and in no case with less than twenty-four (24) hours written notice. The Sponsor shall be invited into executive sessions unless the session involves a legal dispute with the Sponsor or prior arrangements have been agreed upon between the parties.
- 2.4 **Chief Administrative Officer.** The Chief Administrative Officer of the School will be the Superintendent (**Principal, Superintendent, Head of School, Chief Administrative Officer**). This individual is responsible for the daily operations at the School and will be listed as such in any State reporting system. Any change in the identity and/or role of the Chief Administrative Officer shall be reported in writing to the Sponsor within five (5) business days. The person registered in OEDS-R as Superintendent shall be the Superintendent or one of the Superintendents of the School, even if he/she is the same person as the Chief Administrative Officer.

2.5 **Cooperation with Sponsor Oversight.** The Governing Authority and School administration covenant and agree to cooperate fully with the Sponsor in all activities concerning oversight of the School as are required by laws, rules, and regulations. This may include, but is not limited to:

- Preliminary site visit and certification of letter of assurances at least twelve (12) days prior to the first day of school and at all times thereafter as determined necessary by the Sponsor.
- Monthly reviews of financial and enrollment records with the Fiscal Officer, followed by a written report to the Governing Authority.
- Monthly site visits and file and contract reviews, and at all other times as determined necessary by the Sponsor, followed by a written report to the Governing Authority.
- High stakes review, upon renewal or at least every five years, whichever comes first, and as determined necessary by the Sponsor.
- Other appropriate requests for information from the Sponsor, the DEW, or other applicable governmental agencies.
- Timely and accurate submission of all required or requested data, including financial and enrollment reports, into the Sponsor's document management system, Epicenter.
- Maintenance of attendance and participation records in accordance with current FTE manuals or guidance.
- Maintenance of high school drop-out recovery or special education status, if applicable, and compliance with all current and future rules, regulations, and assessments associated with such status.

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

The Sponsor agrees to comply with FERPA and the regulations promulgated thereunder. The Sponsor warrants that it uses reasonable methods to limit Sponsor employee access to

only those records in which it has legitimate educational interests and that, as required by law, the Sponsor will destroy the educational records when no longer needed for the purposes outlined in this Contract or otherwise needed under state or federal law or any applicable court order, unless required by law to keep them in order to finally close the School.

- 2.6 **Power of Attorney.** The Governing Authority hereby grants to the Sponsor a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the Governing Authority, should it become necessary, in the Sponsor's sole opinion and subject to Ohio Open Meetings law, to appoint a new Board of Directors for cause, for abandonment of duties, or for breach of this Contract. The Governing Authority confirms its consent to this power by signing below and shall execute and deliver to the Sponsor all agreements and other documents that the Sponsor reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the Governing Authority promptly to comply with the requirements of this subparagraph, the Sponsor shall be entitled to an order of specific performance from a court of law, ordering the Governing Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract. In order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint and/or dismiss Directors, if the Sponsor deems necessary at its discretion.
- 2.7 **General Training.** The Chief Administrative Officer, or appropriate representative, shall participate regularly in training provided by the Sponsor and by the DEW, or by the approved or affiliated organization of any of the preceding entities. The Chief Administrative Officer, Fiscal Officer, other administrative employees of the School, and all individuals performing supervisory or administrative services for the School under a contract with the operator, if any, shall complete training on an annual basis on public records and open meetings law.
- 2.8 **Technical Assistance and Training by Sponsor.** The Sponsor shall provide reasonable technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems appropriate or as required by law. The Governing Authority or its administrators have an obligation to attend training and receive technical assistance at the direction of the Sponsor.

ARTICLE III Operations

- 3.1 **Student Transportation.** The Governing Authority will arrange for or provide transportation of students in accordance with all laws, rules, and regulations, including to and from career technical programs or curricular or extracurricular field trips.
- 3.2 **Management by Third Party Operator.** If the Governing Authority enters into a contract for management or operation of the School and its curriculum and operations, such fully-executed contract shall require prior written approval of the Sponsor and incorporation as **Attachment 3.2**. The School shall employ an attorney, who shall be independent from the

operator, for any services related to the negotiation of the School's contract with the operator or if the operator and School should become adverse to each other in any particular matter.

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

- 3.3 **Non-Sectarian.** The School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations, and it shall not be operated by a sectarian school or religious institution.
- 3.4 **Disposition of Assets.** In the event that this Contract is (a) suspended and terminated, (b) not renewed and not reassigned to or sponsored by another authorized sponsor, or (c) the School dissolves, the operation of the School will cease as a community school. The following requirements and procedures apply regarding the Governing Authority and the School:
- (a) Regarding employees:
 - (1) If there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed.
 - (2) In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or a reduction in force. Expiring employee contracts may be non-renewed. The School shall follow the plan for disposition of employees as detailed in **Attachment 8.2**.
 - (b) Upon termination of this Contract, by law or by these contract provisions, or, upon dissolution of the Ohio non-profit corporation that operates the School, all equipment, supplies, real property, books, furniture, or other assets of the School shall be distributed in accordance with R.C. Chapter 1702, 3314.015(E), and 3314.074, subject to and in accordance with any other applicable laws, rules, or regulations.
 - (c) The School shall comply with and cooperate with the closing requirements summarized on **Attachment 3.4** and all other required procedures, including any DEW Closing Procedure Guidance at the pertinent time, even if listed as requirements of the Sponsor. The Governing Authority and the licensed School Treasurer shall stay in their positions until the closing of the School and the final audit is completed.
- 3.5 **Commencement of School Operations.** The School shall open for operation not later than September 30 of each school year, unless the mission of the School is solely to serve dropouts or unless Sponsor is rated exemplary for two or more consecutive years. If the

School fails to open within one (1) year after the execution of this Contract, this Contract may be deemed void.

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

ARTICLE IV

Compliance with Laws

- 4.1 **Compliance with Ohio Laws.** The School shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.473, 3313.50, 3313.539, 3313.5310, 3313.5318, 3313.5319, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6020, 3313.6024, 3313.6026, 3313.6028, 3313.6029, 3313.643, 3313.648, 3313.6411, 3313.6413, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3319.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.7117, 3313.721, 3313.753, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.86, 3313.89, 3313.96, 3319.238, 3319.073, 3319.077, 3319.078, 3319.0812, 3319.318, 3319.321, 3319.324, 3319.39, 3319.393, 3319.391, 3319.41, 3319.46, 3319.90, 3319.614, 3320.01, 3320.02, 3320.03, 3320.04, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191 (unless the School is an internet- or computer-based community school that does not qualify for a dropout prevention and recovery report card, in which case the School must comply with 3314.261), 3322.20, 3322.24, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, 5502.703, and 5705.391, Chapters 117., 1347., 1702., 2744., 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, the School will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended.

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

The School shall also comply with R.C. 3302.04 and R.C. 3302.041, except that any action required by a school district under those sections shall be taken by Sponsor.

The School shall comply with R.C. 3313.6021 and 3313.6023 as if it were a district, unless it is either an internet- or computer-based school or a school in which a majority of the enrolled students are children with disabilities as described in R.C. 3314.35(B)(2).

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

If the School is a recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the “American

Recovery and Reinvestment Act of 2009,” the School will pay teachers based on performance in accordance with R.C. 3317.141, will comply with R.C. 3319.111 as if it were a district, and will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the DEW, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.

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

- 4.2 **Compliance with Other Laws.** The School and the Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, rules, or orders, or this Contract. The School is not exempt from federal laws, rules, and regulations, or Ohio laws, rules, or orders granting rights to parents. The School specifically acknowledges that federal laws, rules, and regulations apply to its operation, including but not limited to those concerning federal grants.
- 4.3 **In-Service Training.** Each person employed to work in the School as a nurse, teacher, counselor, school psychologist, or administrator shall complete a minimum of four (4) hours of in-service training at least once every two (2) years. In-service training shall include training on the School’s harassment, intimidation and bullying policy; child abuse prevention and intervention; school safety and violence prevention; dating violence prevention; substance abuse prevention; the promotion of positive youth development; and youth suicide awareness and prevention. The School shall also require in-service training on child sexual abuse, which may be presented by either a prosecutor or law enforcement officer who has experience in handling cases involving child sexual abuse or child sexual violence. The School shall require training in the use of an automated external defibrillator (“AED”) and cardiopulmonary resuscitation (“CPR”) by all teachers, principals, administrative employees, coaches, athletic trainers, any other person that supervises interscholastic athletics, and any other employee subject to in-service training requirements. AED and CPR training shall be incorporated into in-service training.

ARTICLE V

Facilities

- 5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at **6000 South Marginal Road, Cleveland, Ohio 44103**. The School may not open any additional facility without the prior written approval of Sponsor, completion of all required opening assurances, and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities. All facilities are described on **Attachment 5.2**.
- 5.2 **Lease or Purchase.** Any lease or use of any School facility must be documented in writing. If any School facility has been or will be leased, the lease shall not be signed

unless it is consistent with the budget approved by the Governing Authority. The Governing Authority shall not enter into a lease with the operator of the School, if any, for any parcel of real property until an independent professional in the real estate field verifies via addendum (“operator addendum”) that the lease is commercially reasonable at the time of signing. Every lease must contain a governmental fund-out clause. A copy of the fully executed lease and all subsequent amendments, modifications, or renewals thereof, must be provided to the Sponsor within five (5) business days of execution.

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

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

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

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

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

ARTICLE VI

Educational Program

- 6.1 **Enrollment.** The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School shall serve grades kindergarten through twelve. The School may not add or remove grades without the prior approval of the Sponsor and modification of this Contract. The School agrees to be

compliant with the maximum number of people allowed per room and/or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department. An involuntary and material decrease in enrollment may be a sole good cause for nonrenewal, suspension, or termination at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or (ii) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.

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

- 6.2 **Continuing Operation.** The School agrees to continue operation by teaching the minimum number of students permitted by law. Failure to continue operation without interruption is grounds for termination of this Contract. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as any change of five (5) business days or more, either consecutively or cumulatively. If the School temporarily ceases operation for any reason, time is of the essence in resuming and continuing operation.
- 6.3 **Education Plan.** The School's education plan, including the School's mission, philosophy, the characteristics of the students the School expects to attract, the ages and grades of students, focus of the curriculum, and instructional methods, is attached as **Attachment 6.3**. The educational plan must show how the School's curriculum is aligned with Ohio Content Standards. The education plan in **Attachment 6.3** must include all classroom-based and non-classroom-based learning opportunities, which comply with the criteria for student participation established in R.C. 3314.08(H)(2). ESCLEW specifically authorizes "learning opportunities" to include educational opportunities provided by the School during suspension of the School's students, as well as any opportunities provided for in a Credit Flex or College Career Plus program of the School. **Attachment 6.3** shall detail any blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements, and it shall indicate whether the School is planning to seek designation as a STEM school equivalent under R.C. 3326.032.

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

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

- 6.4 **Academic Proficiency and Achievement Assessments.** The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the DEW, or recommended by Sponsor; provided however, parents of students who enter ninth grade for the first time in the 2022-2023 school year may elect not to have a nationally standardized assessment administered to that student. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. Academic goals and performance standards by which the School will be evaluated by the sponsor and which shall include but are not limited to all applicable report card measures and assessments administered by the School are outlined in **Attachment 11.6**.
- 6.5 **Racial and Ethnic Balance.** The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve and attempt to continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 6.5**. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the School violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exceptions pursuant to federal law, R.C. 3314.26, 3314.08(F) or R.C. 3314.06(A), tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, the School's engaging in voluntary fundraising activities, or parents giving voluntary donations.
- 6.7 **Student Discipline and Dismissal Policies.** The School shall adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed and the due process related thereto. The School must also maintain a policy for the discipline, suspension, and expulsion of disabled students and a policy for Positive Behavioral Interventions and Supports/Restraint and Seclusion. All such policies are included in **Attachment 6.7**.
- 6.8 **Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and it shall make such plan available for review by Sponsor.
- 6.9 **Disabled Students.** During admission and enrollment of any disabled student and thereafter the School shall comply with all federal and state laws regarding the education of students with special needs. The School shall provide all necessary related services, or the School may contract for accommodations or related services provided that it provides documentation to Sponsor identifying the providers, the plan to provide services, and the

provider's qualifications, experience, and reputation. The School must annually adopt its plan for carrying through on all special education laws, rules and procedures.

- 6.10 **School Closure.** The School agrees to remain open for students to attend until the end of the school year in which it is determined that the School must close, provided however, that Sponsor may suspend the operations or terminate the contract as otherwise indicated by law. Unless suspended, the programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Governing Authority and its administration take sole responsibility for the DEW closing procedures listed in **Attachment 3.4** and indemnifies, shall defend, and hold harmless the Sponsor for all performance thereof.
- 6.11 **High School Diplomas.** The School shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the School is a high school awarding a diploma, the School shall comply with R.C. 3313.61, 3313.611, and 3313.614, except that, by completing the curriculum adopted by the Governing Authority, the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Revised Code or any rules of the Department of Education and Workforce. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the requirements prescribed in R.C. 3313.6027 and the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning in the 2017-18 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency, as adopted by the Department of Education and Workforce under R.C. 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall also comply with the framework developed by the Ohio Department of Education and Workforce under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education. To the extent applicable, the School shall comply with alternative graduation requirements as permitted by 132 General Assembly, House Bill 491, Section 3 for those students entering ninth grade for the first time between July 1, 2014 and July 1, 2017 who failed to meet end-of-course exam requirements. Prior to graduation, the School shall send its list of graduates to Sponsor, and Sponsor shall be invited to all graduation ceremonies.
- 6.12 **Admissions Policy.** The School shall follow the admissions and enrollment policy and procedures of the School attached hereto as **Attachment 6.12**. Any change in these policies must be reported in writing to the Sponsor within five (5) business days. At a minimum, the admission policy, at all times, must:
- (a) specify that the school will not discriminate in its admission of students to the school on the basis of race, religion, color, gender, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude, except the School

may limit admission to “at-risk” students, as specified in 6.12(b) or elsewhere specifically mentioned in applicable Ohio law. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities;

- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or 3313.65 or that has been admitted in accordance with R.C. 3321.01(A)(2), except that admission to the school may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon and which is included in **Attachment 6.12**, and/or (iii) residents of a specific geographic area that the parties to this Contract agree upon.

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

- (c) The School shall adopt a policy regarding the admission of students residing outside the district in which the School is located, which policy shall comply with the administrative procedures specified herein and shall either prohibit the enrollment of students who reside outside the district in which the School is located, permit the enrollment of students who reside in districts adjacent to the district in which the School is located, or permit the enrollment of students who reside in any other district in the state. The policy is included in **Attachment 6.12**. If the School admits out-of-state students, it shall adopt a policy and tuition schedule after consultation with the School’s attorney as to the extent permitted by law and a writing to that effect addressed to the Sponsor.
- (d) The School shall adopt a policy regarding the enrollment and attendance of students, which requires a student’s parent to notify the School when there is a change in the location of the parent’s or student’s primary residence. This policy is included in **Attachment 6.12**.
- (e) The School shall adopt a policy regarding the verification of a student’s residence and address consistent with the School’s obligations in accordance with R.C. 3314.11. This policy shall be included in **Attachment 6.12**.

- 6.13 **Attendance and Truancy Policy.** The School shall follow its Truancy, Attendance, and Participation Policies attached hereto as **Attachment 6.13**. The policies must include procedures for automatic withdrawal from the School if a student fails to participate in seventy-two (72) consecutive hours of learning opportunities. The School must keep attendance records and meet requirements for non-classroom-based learning opportunities. Such policies or procedures must be clearly stated in writing within **Attachment 6.13** and in compliance with applicable laws, rules, and regulations. The School’s attendance and participation policies must be available for public inspection, and records shall be made

available, upon request, to the DEW, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), R.C. 3319.321, and any applicable rules or regulations thereto.

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

ARTICLE VII

Reporting

- 7.1 **Annual Report.** Not later than October 30 of each year, the Governing Authority shall submit to the Sponsor, the parents of all students enrolled in the School, and any other statutorily required parties, its financial status and the annual report of its activities and progress in meeting the goals and standards of this Contract.
- 7.2 **Reports to Sponsor.** The Governing Authority shall report to the Sponsor the following on or before the day set by statute, rule, regulation, or by the Sponsor, all information or documents required under applicable law, including but not limited to:
- (a) a comprehensive plan for the School, and any updates to such plan, which shall specify:
 - i. the process by which the Governing Authority will be selected in the future;
 - ii. the management and administration of the School;
 - iii. the instructional program and educational philosophy of the School; and
 - iv. internal financial controls;
 - (b) on a monthly basis,
 - i. requested information related to student discipline, truancy compliance, withdrawals, and special education;
 - ii. staff and teacher turnover, including new staff qualifications;
 - iii. enrollment numbers, financials, budgets, fixed assets, liabilities, or similar information; and
 - iv. any changes in structure or governance;
 - (c) any event, occurrence, or circumstance that could reasonably have a material adverse effect on the operations, properties, assets, financial condition , enrollment, or reputation of the School;
 - (d) on an annual basis,
 - i. verification of completion of annual public records and open meetings law training by each Governing Authority member, Fiscal Officer, Chief Administrative Officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the School through an operator contract;
 - ii. any finding for recovery issued by the Auditor of State against any Governing

Authority member, the operator, or any employee who works at the School with responsibility for fiscal operations or authorization to spend money on behalf of the School;

- iii. disclosure statements and signed ethics and conflicts policies for Governing Authority member as filed pursuant to R.C. 3314.02(E)(7);
 - iv. updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
 - v. a detailed accounting of the nature and costs of the goods and services that the operator provides to the School, pursuant to R.C. 3314.024, if the operator receives more than twenty percent (20%) of the School's gross annual revenues; and
 - vi. the information required under R.C. 3314.08(B)(2); and
- (e) all items required to be reported in this Contract, required by Sponsor through the Sponsor's document management system, Epicenter, or by the DEW, including but not limited to those listed on **Attachment 7.2**.

- 7.3 **Site Visits.** The Sponsor shall be allowed to observe the School in operation at site visits at Sponsor's request and shall be allowed access for such site visits or other visits as Sponsor deems advisable or necessary.

ARTICLE VIII

Employees

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

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

Notwithstanding, the School shall not employ an individual in any position if the state board of education permanently revoked or permanently denied the individual a license

under R.C. 3319.31 or if the individual entered into a consent agreement with the Superintendent of Public Instruction in which the individual agreed never to apply for a licensed after the agreement date.

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

ARTICLE IX

Finance

- 9.1 **Financial Records.** The School's financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State. The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2). Audits shall be conducted in accordance with R.C. 117.10. Within five (5)

business days of receiving notification from the Auditor, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meetings with the Auditor. The Sponsor shall maintain a presence at all meetings with the Auditor of State, though the Sponsor may elect to do so through its representatives and/or via electronic means, unless such meeting presence or meeting is waived by the Auditor of State's office. If the Governing Authority contracts with an entity specializing in audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.

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

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

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

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

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

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

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

- 9.6 **Borrowing Money.** The School may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School must issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the School. The School may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities. All moneys borrowed from the

School's operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

- 9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** For and in consideration of three percent (3%) of the total amount of payments for operating expenses received by the School from the State of Ohio. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The word "received" means the acceptance by the Sponsor in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible, except for reductions due to FTE findings already deducted in the then current monthly statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee.
- 9.8 **Federal Grants.** The School must report annually and in writing to the Sponsor the sources of funds used to acquire property and equipment used at the School, clearly delineated and tracking those acquired with federal funds, and shall report to Sponsor the disposition of assets acquired with federal funds with an explanation as to how disposed of, and backup for proper disposition in accordance with applicable law and grant rules. The School also acknowledges that certain federal grants, including but not limited to the federal food programs, may require bidding processes not otherwise required under state law. The School shall follow all applicable federal sources and uses, grant and procurement laws, rules and regulations.
- 9.9 **Fiscal Year.** The fiscal year for the School shall be July 1 to June 30.

ARTICLE X

Insurance/Indemnification

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

- 10.2 **Indemnification.** The Governing Authority and School shall defend, indemnify, save, and hold harmless the Sponsor and its Board, Superintendent, officers, employees, and agents from any and all claims, demands, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', experts', accounting, auditors', or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:
- (a) A failure of the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or this Contract;
 - (b) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to Sponsor;
 - (c) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to meet the obligations of this Contract or any other contract or other obligation between or on behalf of the School and another party;
 - (d) An action or omission by the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors that results in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or Liabilities;
 - (e) Any sum that the Sponsor may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the School to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under the law, and all agreements delivered in any way connected herewith, on the part of the School, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the Governing Authority, or to third parties in any way related to the School or its operations or in any way related to closure, termination, or suspension of the School;
 - (f) Any audit finding based on failure of the School to accurately report enrollment, attendance, participation in learning opportunities or inaccurate EMIS submissions; and,
 - (f) Any Liabilities incurred by Sponsor or any of its officers, directors, employees, agents, or contractors as a result of an action or legal proceeding at law or equity brought against Sponsor by the School unless the School or Governing Authority obtains a final judgment or order on the merits against the Sponsor, and the right to appeal such judgment or order has been exhausted or has expired.

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

- 10.3 **Indemnification if Employee Leave of Absence.** If the Sponsor provides a leave of absence to a person who is thereafter employed by the School, the Governing Authority

and the School shall defend, indemnify, and hold harmless the Sponsor and its board members, Superintendent, employees, and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the Governing Authority. Nothing in this subsection, however, obligates the Sponsor to provide such a leave of absence.

- 10.4 **Survival.** All provisions of Section 10.2 shall survive the voidance, expiration, termination, nonrenewal, suspension, or abandonment of this Contract.

ARTICLE XI

General Provisions

- 11.1 **Contract Authorization.** Before executing this Contract, the Governing Authority must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the School, with full authority to bind the School. The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract or by the Sponsor, contracts entered into by the School with third parties shall provide for the School's right to terminate upon failure of the School to remain in operation.
- 11.3 **General Acknowledgements.** The Governing Authority specifically recognizes and acknowledges the following:
- (a) The Governing Authority is responsible for carrying out the provisions of this Contract.
 - (b) For purposes of this Contract, "sponsor approval" means written approval by the ESCLEW Governing Board, the ESCLEW Governing Board President, Superintendent, or Community Schools Center Director, or other Sponsor agent authorized by the ESCLEW Governing Board.
 - (c) The Sponsor's authority to assume operation of the School under the conditions specified in R.C. 3314.073(B).
 - (d) The authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
 - (e) The authority of the DEW to suspend the operations of the School under R.C. 3314.072 if the department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.
 - (f) That the Sponsor is not liable for the acts, omissions, or the debts of the School pursuant to R.C. 3314.07(D) and 3314.08(G)(2), as well as any other applicable law limiting the liability of the Sponsor.

- (g) That the Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the status of the School as an Ohio Community School, as well as correct problems in the School's performance.
 - (h) That the DEW may take over sponsorship of the School in accordance with R.C. 3314.015(C).
 - (i) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
 - (j) That the Auditor of the State of Ohio may deem the School "unauditable" and direct the stoppage of funding for the School, and that the Sponsor has the right to terminate this Contract in such a situation.
 - (k) That the DEW has set out its guidance for closing procedures (attached as a modified supplement in **Attachment 3.4**).
 - (l) That the Sponsor and its officers, directors, governing board, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the Contract, that is taken to fulfill the Sponsor's responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise, and the School hereby indemnifies, defends, and shall hold the Sponsor harmless from all such actions.
- 11.4 **Dispute Resolution.** The Sponsor and the School agree to the following dispute resolution procedure for any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or the law. The parties shall make initial attempts to resolve any dispute between a designee of the Sponsor and the Chief Administrative Officer of the School and/or the President of the Governing Authority. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three mediators from the Toledo Bar Association and each eliminate one, using the one mediator left after eliminations. All mediation will take place in Lucas County and all costs of the mediator shall be split equally between the parties.
- 11.5 **Term.** This Contract shall be for a term of **five (5) year(s)**, effective as of or commencing on July 1, 2025 and ending on June 30, 2030. However, the School agrees to close voluntarily and waives all rights of due process and all claims, losses, causes of action, or damages of any kind against the Sponsor if the School is closed mandatorily by statute, by another governmental agency, or by operation of law.
- 11.6 **Performance Accountability Framework.** **Attachment 11.6** sets forth in detail (a) the performance assessment framework, (b) Sponsor technical assistance, interventions, renewal, and statutory consequences, and (c) the measurable and attainable goals upon which the School shall be evaluated by Sponsor. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017, by which the success of the School will be evaluated by the Sponsor. These performance measurement criteria supplement, but do not replace, alter, or limit Sponsor's statutory rights and responsibilities, including but not limited to those of nonrenewal,

probation, suspension, or termination of the Contract, and the Sponsor-specific criteria outlined in **Attachment 11.6**.

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

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

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

Renewal decisions are based upon an analysis of the following:

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

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

If the School is not renewed for failure to meet student performance requirements stated in the Contract or for failure to meet generally accepted standards of fiscal management, the School must close permanently at the end of the then-current school

year or on a date specified in the notification of termination and the School shall not enter into a contract with any other sponsor.

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

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

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

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

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

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

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

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

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

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

- 11.12 **Failure to Open/Permanent Closure.** If the School fails to open before September 30th of any year (unless the School is a Drop-out Prevention and Recovery school) or within one (1) year after the initial execution hereof, or, if the School permanently closes prior to the Expiration Date hereof, this Contract shall become void upon notice by Sponsor to School, subject only to the survival of Section 10.2 of this Contract.
- 11.13 **Compliance with Requests of Sponsor.** The School shall timely comply with all reasonable requests of the Sponsor and allow the Sponsor to monitor the School operations. Failure to do so is grounds for suspension, termination, or non-renewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate assurances of cure or actual cure within a period of time acceptable to Sponsor. Notwithstanding the above, the Sponsor may, at its discretion and in particular for non-emergency situations, extend any deadline stated in this Contract.
- 11.14 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.15 **Assignments/No Third Party Beneficiaries.** This Contract and its terms shall not be assigned or delegated without the express written approval of Sponsor. This Contract shall inure to the benefit of, and shall be binding upon, the School, the Sponsor, and their respective permitted successors or assigns; subject, however, to the following specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.

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

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

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

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

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

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

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

**Educational Service Center of
Lake Erie West**

By: _____

(Signature)

Its: Superintendent

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

Date: _____

6/18/2025

**Governing Authority of
Horizon Science Academy - Cleveland**

By: _____

(Signature)

Its: President

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

Date: _____

2/26/2025

DocuSigned by:
Donald Malloy
B98D5BED5E9443E...

ATTACHMENT 1.4 GOVERNANCE PLAN

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

NOTE: The Code of Regulations must include the process by which members of the Governing Authority are selected or removed, and authorize the Sponsor to appoint and/or dismiss members of the Governing Authority pursuant to the Power of Attorney established in Section 2.6 of the Sponsor Contract.

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

Entity#: 1019804
Filing Type: CORPORATION FOR NON-PROFIT
Original Filing Date: 07/10/1998
Location: COLUMBUS-
Business Name: HORIZON EDUCATIONAL SERVICES, INC.

Status: Active
Exp. Date: 03/24/2030

Agent/Registrant Information

BECKY M. SCHEIMAN
50 PUBLIC SQ - STE 2900
CLEVELAND OH 44113
03/24/2025
Active

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/NON-PROFIT	07/10/1998	199818700233
LETTER/RENEWAL NOTICE MAILED	03/10/2003	200306988451
CANCELED/FAILURE TO FILE/STATEMENT CONT. EXISTENCE	07/10/2003	200319121201
DOMESTIC/REINSTATEMENT	09/26/2003	200327201968
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	09/29/2003	200327402448
FICTITIOUS NAME/ORIGINAL FILING	10/09/2003	200328302672
DOMESTIC AGENT ADDRESS CHANGE	09/27/2004	200427501440
LETTER/RENEWAL NOTICE MAILED	05/27/2009	200914743236
CANCELED/FAILURE TO FILE/STATEMENT CONT. EXISTENCE	09/28/2009	200927158616
DOMESTIC/REINSTATEMENT	09/28/2009	200927200106
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	04/25/2013	201311501673

Mon Jun 16 2025

DOMESTIC AGENT SUBSEQUENT APPOINTMENT	11/14/2016	201632004066
LETTER/RENEWAL NOTICE MAILED	07/13/2021	202119400236
CERTIFICATE OF CONTINUED EXISTENCE	10/19/2021	202129201348
FICTITIOUS NAME/ORIGINAL FILING	10/19/2021	202129201368
DOMESTIC AGENT ADDRESS CHANGE	03/24/2025	202508303216

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

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



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 16th of June, A.D. 2025

Ohio Secretary of State





**Bob Taft
Secretary of State
State of Ohio**

New Filings Section

July 7, 1998

DIN#: 199818700233

STEGE & ASSOCIATES CO. LPA
ATTN D A WAINEY
200 PUBLIC SQ
CLEVELAND, OH 441140000

Re: HORIZON EDUCATIONAL SERVICES, INC.

Dear Customer:

The enclosed document (s) is being returned for the following reason (s) :

YOU MUST LIST THE COUNTY FOR THE BUSINESS ADDRESS.

To ensure proper credit, this return slip, credited in the amount of \$ 25.00 must accompany the corrected documents. Completed documents must be returned within 30 days or a refund will be issued.

If you have any questions regarding this matter, please feel free to contact this office at (614) 466-8438. Thank you.

/ACH

**ARTICLES OF INCORPORATION
OF
HORIZON EDUCATIONAL SERVICES, INC.,
AN OHIO NONPROFIT CORPORATION**

- FIRST:** Name: The name of the Corporation shall be Horizon Educational Services, Inc.
- SECOND:** Location of Principal Office: The place in Ohio where the principal office of the Corporation is to be located is 4708 Knightsbridge Blvd., Columbus, Ohio 43214.
FRANKLIN COUNTY
- THIRD:** The Corporation is formed exclusively for charitable, religious, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding section of any future tax code.
- FOURTH:** Purposes:
- (a) To do any and all of the acts authorized for an Ohio Corporation formed not for profit pursuant to provisions of Ohio Revised Code Chapter 1702; and
 - (b) To provide for the delivery and holding of lectures, exhibits, public meetings, classes and conferences calculated directly or indirectly to advance the course of education; and
 - (c) To solicit and receive contributions from whatever sources, whether unrestricted or for designated purposes, and hold the same for such designated purposes or subject to such contributions as may be specified in the terms of the gift or grant; and
 - (d) To do any and all other acts which are not inconsistent with either the provisions of Section 501(c)(3) of the Code or the provision of the Nonprofit Corporation Act of the State of Ohio and Article THREE herein; and
 - (e) Solely for the stated purposes, the Corporation is empowered to acquire or take by bequest, desire, gift, contribution, purchase, lease or any other form, and hold either absolutely or in trust, any property, real or personal, tangible or intangible, without limitation as to the amount or value; to sell, convey, use, apply or dispose of any such property and to invest and reinvest the income and principal thereof; to make gifts or contributions to other entities or persons exempt from taxation under Section 501(c)(3) and 503(e) of the Internal Revenue Code and to which contributions are deductible under Section 170(c)(2) of said Code; and to exercise all other rights and powers conferred by the laws of Ohio upon nonprofit corporations; and

- (f) To invest in funds or other property or to engage in activities which support such exempt organizations; and
- (g) To engage in any and all other charitable, scientific, educational and religious activities and purposes consistent with these Articles of Incorporation as may be determined by the Trustees from time to time;
- (h) To manage, operate, guide, direct and promote Horizon Science Academy, an Ohio Community School; and
- (i) Notwithstanding any other provision of these Articles, the corporation shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or by a corporation to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code. The purposes and powers of the corporation shall be subject to any further restrictions or limitations that may be contained in the Code of Regulations; and
- (j) Notwithstanding any other provisions of these articles, the Horizon Educational Services, Inc. is formed exclusively for charitable, religious, educational and scientific purposes, as specified in Section 501(c)(3) of the Internal Revenue Code, and shall not carry on other activities not permitted to be carried by an organization exempt from Federal Income Tax under Code Section 501(c)(3). This corporation is a nonprofit corporation and is not organized for private gain of any person.
- (k) To do all things necessary and incidental to carry out the foregoing purposes; and

FIFTH: Members: The Corporation shall have no members. The members of the Board of Trustees shall, for the purposes of Chapter 1702, Ohio Revised Code, be deemed to be the members of the Corporation in accordance with the provisions of Section 1702.14, Ohio Revised Code.

SIXTH: Initial Trustees: The names and addresses of the initial trustees are:

Ehat Ercanli	-	3821 Kirkwood Road Cleveland Hts., OH 44121
Bora Karakaya	-	520 Montgomery Ct. Columbus, OH 43210
Vedat Akgun	-	2658 Creekwood Circle, Apt. 12 Dayton, OH 45439

SEVENTH: Corporate Earnings: No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by any organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal income tax code, or (b) by an organization, contributions to which are deductible under Section 1709(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

EIGHTH: Articles of Incorporation Adoption or Amendments: These Articles may be amended or superseded, in whole or in part, by the affirmative vote of the members of the Corporation, at any meeting called for that purpose.

On all other matters for which the vote, consent, waiver, release or other action of the voting members is required by the Ohio Nonprofit Corporation law or Ohio or by the Code of Regulations, the proportion of the voting members to effect such vote, consent, waiver, release or other action shall be as provided in the Code of Regulations.

NINTH: Nonstock Basis: The Corporation is to be organized on a nonstock basis.

TENTH: Duration: The Corporation's term of existence shall be perpetual.

ELEVENTH: Incorporator: The name and address of the Incorporator is: Ehat Ercanli, 3821 Kirkwood Road, Cleveland Heights, Ohio 44121.

TWELFTH: Dissolution: Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then



Prescribed by
BOB TAFT, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of _____

HORIZON EDUCATIONAL SERVICES, INC., hereby appoint
(name of corporation)

Ehat Ercanli to be statutory agent upon whom any
(name of agent)

process, notice or demand required or permitted by statute to be served upon the corporation
may be served. The complete address of the agent is:

3821 Kirkwood Road

(street address)

Cleveland Heights

(city)

Ohio 44121

(zip code)

NOTE: P.O. Box addresses are not acceptable.

Ehat Ercanli

Ehat Ercanli (Incorporator)

(Incorporator)

(Incorporator)

ACCEPTANCE OF APPOINTMENT

The undersigned, Ehat Ercanli, named herein as the statutory agent for
HORIZON EDUCATIONAL SERVICES, INC., hereby acknowledges and accepts the
(name of corporation)

appointment of statutory agent for said corporation.

Ehat Ercanli

Ehat Ercanli Statutory Agent

INSTRUCTIONS

- 1) Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent R.C. 1701.07(B), 1702.06(B).
- 2) The statutory agent for a corporation may be (a) a natural person who is resident of Ohio, or (b) an Ohio corporation or a foreign profit corporation licensed in Ohio which has a business address in this state and is explicitly authorized by its articles of incorporation to act as a statutory agent R.C. 1701.07(A), 1702.06(A).
- 3) An original appointment of agent form must be signed by at least a majority of the incorporators of the corporation. R.C. 1701.07(B), 1702.06(B). These signatures must be the same as the signatures on the articles of incorporation.

located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, I have subscribed my name as of the first day of July, 1998.

Dan Spanh
INCORPORATOR

W A S H A V L R

June 29, 1998

VIA FEDERAL EXPRESS

Ohio Secretary of State
30 East Broad Street, 14th Fl.
Columbus, OH 43266-0418

RE: *Filing of Articles of Incorporation*

Dear Sir/Madam:

Enclosed is the Articles of Incorporation and Original Appointment of Statutory Agent of **Horizon Educational Services, Inc.** to be filed with your office. Also enclosed is a check in the amount of \$95.00 which shall constitute the filing fee and for expedited processing.

Please direct all correspondence to the attention of the undersigned.

Very truly yours,


Mary A. Lentz

MAL/mcm

Enclosures

121402-1

Walter & Haverfield P.L.L.
Attorneys at Law / Foreign Legal Consultants / International Law Agents
1300 Terminal Tower Cleveland, Ohio 44113-2253 U.S.A. Tel: 216-781-1212 Fax: 216-575-0911

	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	8/7/1998	199818700233	ARN DOMESTIC ARTICLES/NON-PROFIT	25.00	10.00	0.00	0.00	0.00
			TOTAL	25.00	10.00	0.00	0.00	0.00

Return To:
WALTER & HAVERFIELD
ATTN M A. LENTZ
1300 TERMINAL TOWER
CLEVELAND, OH 44113-2253

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



The State of Ohio
❖ *Certificate* ❖

Secretary of State - Bob Taft

1019804

It is hereby certified that the Secretary of State of Ohio has custody of the business records for HORIZON EDUCATIONAL SERVICES, INC. and that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
199818700233

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



Witness my hand and the seal of the Secretary
of State at Columbus, Ohio, This 10th day of
July, A.D. 1998

Bob Taft

Bob Taft
Secretary of State



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
10/19/2021	202129201368	FICTITIOUS NAME REGISTRATION (NFO)	39.00	0.00	0.00	0.00

Receipt

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

NICOLA, GUDBRANSON & COOPER, LLC
25 W. PROSPECT AVE., SUITE 1400
CLEVELAND, OH 44115

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
4761178

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
HORIZON SCIENCE ACADEMY CLEVELAND HIGH SCHOOL

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

Document(s)

FICTITIOUS NAME REGISTRATION

Effective Date: 10/19/2021

Document No(s):

202129201368

Expiration Date: 10/19/2026

HORIZON EDUCATIONAL SERVICES, INC.
6000 S. MARGINAL ROAD
CLEVELAND, OH 44103



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
19th day of October, A.D. 2021.

Ohio Secretary of State

Form 534A Prescribed by:



Date Electronically Filed: 10/19/2021

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.govFile online or for more information: OhioBusinessCentral.gov

Name Registration

Filing Fee: \$39**Form Must Be Typed****CHECK ONLY ONE (1) Box**☐ Trade Name
(167-RNO)

Date of first use:

MM/DD/YYYY☒ Fictitious Name
(169-NFO)

Name being Registered or Reported

Name of the Registrant

Note: If the registrant is a partnership, please provide the name of the partnership. Individual partner names are not permitted but are required on page 2 of the form.

Registrant's Entity Number (if registered with Ohio Secretary of State): **All registrants must complete the information in this section**

The general nature of business conducted by the registrant:

Business address:

Mailing Address

City

State

ZIP Code

Complete the information in this section if registrant is a partnership NOT registered in Ohio pursuant to ORC 1776, if partnership is registered, provide registration number on page one.

Provide the name and address of at least one general partner:

Name

Address

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign corporation/limited liability company, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation/limited liability company licensed in Ohio under an assumed name, please provide the assumed name and the name as registered in its jurisdiction of formation.

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

Required

Application must be signed by the registrant or an authorized representative.

DONALD MALLOY

Signature

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

By (if applicable)

Print Name

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

By Laws

AMENDED AND RESTATED
CODE OF REGULATIONS
OF
An Ohio Not-For-Profit Corporation

Article I
NAME

The name of the Corporation is Horizon Science Academy Cleveland High School (hereinafter the “Corporation”).

Article II
MEMBERSHIP

The Corporation has no members. The rights which would otherwise vest in the members vest in the Directors of the Corporation (hereinafter the “Directors”). Actions which would otherwise require approval by a majority of all members or approval by the members require only approval of a majority of all Directors or approval by the Board of Directors (hereinafter the “Board”).

Article III
BOARD OF DIRECTORS

A. Powers: The Board shall conduct or direct the affairs of the Corporation and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter and these Code of Regulations. The Board may delegate the management of the activities of the Corporation to others, so long as the affairs of the Corporation are managed, and its powers are exercised, under the Board's ultimate jurisdiction.

Without limiting the generality of the powers hereby granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Code of Regulations, and the following specific powers:

1. To elect and remove Directors;
2. To select and remove Officers, agents and employees of the Corporation; to prescribe powers and duties for them; and to fix their compensation;
3. To conduct, manage and control the affairs and activities of the Corporation, and to make rules and regulations;

4. To enter into contracts, leases and other agreements which are, in the Board's judgment, necessary or desirable in obtaining the purposes of promoting the interests of the Corporation;
5. To carry on the business of operating a charter school;
6. To acquire real or personal property, by purchase, exchange, lease, gift, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property;
7. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities;
8. To lend money received only from private sources and to accept conditional or unconditional promissory notes therefore, whether interest or non-interest bearing, or secured or unsecured; and
9. To indemnify and maintain insurance on behalf of any of its Directors, Officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the Ohio Not-for-Profit Corporation Law and the limitations noted in these Code of Regulations.

B. Number of Directors: The number of Directors of the Corporation shall be at least five but not more than nine.

C. Election of Directors:

1. *Election:* The Board shall elect the Directors by the vote of a majority of the Directors then in office, whether or not the number of Directors in office is sufficient to constitute a quorum, or by the sole remaining Director.
2. *Eligibility:* The Board may elect any person who in its discretion it believes will serve the interests of the Corporation faithfully and effectively.
3. *Term of Office:*
 - a. The Directors elected or appointed shall be divided into three classes for the purpose of staggering their terms of office. All classes shall be as nearly equal in number as possible.
 - b. The terms of office of the Directors initially classified shall be as follows: that of the first class shall expire at the next annual meeting of the Directors, the second class at the second succeeding annual meeting and the third class at the third succeeding annual meeting. Following the expiration of these designated terms, the term of each Director shall continue for three (3) years.
 - c. The term of office of a Director elected to fill a vacancy in these Code of Regulations begins on the date of the Director's election, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Director, or (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Directors authorized.
4. *Time of Elections:* The Board shall elect Directors whose terms begin on July 1st of a given year at the Annual Meeting for that year or at such other time as designated by the Board. If for any reason the Board of Directors

fails to take action at any annual meeting to select Directors, the Directors then serving shall continue to serve until their successors are selected or until their earlier resignation, removal from office, or death.

D. Removal of Directors: The Board may remove a Director in accordance with the provisions of the Education Law and the Not-for-Profit Corporation Law.

E. Resignation by Director: A Director may resign by giving written notice to the Board Chair or Secretary. The resignation is effective upon receipt of such notice, or at any later date specified in the notice. The acceptance of a resignation by the Board Chair or Secretary shall not be necessary to make it effective, but no resignation shall discharge any accrued obligation or duty of a Director. Any Director who shall fail to attend three consecutive meetings without excuse accepted as satisfactory by the Directors, shall be deemed to have resigned, and the vacancy shall be filled.

F. Vacancies: A vacancy is deemed to occur on the effective date of the resignation of a Director, upon the removal of a Director, upon declaration of vacancy pursuant to these Code of Regulations, or upon a Director's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Directors.

Article IV PRINCIPAL OFFICE

The Corporation's principal office shall be at the following address: 1700 Denison Ave. Cleveland, OH 44109, or at such other place as the Board may select by resolution or amendment of the Code of Regulations. The Secretary shall note any change in principal office on the copy of the Code of Regulations maintained by the Secretary.

Article V MEETINGS OF THE BOARD

A. Place of Meetings: Board Meetings shall be held at the Corporation's principal office or at any other reasonably convenient place as the Board may designate.

B. Annual Meetings: An Annual Meeting shall be held in the month of June of each year for the purpose of electing Directors, making and receiving reports on corporate affairs, and transacting such other business as comes before the meeting.

C. Regular Meetings: Regular Meetings shall be held throughout the year as the Board determines. So long as the Corporation operates an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools.

D. Special Meetings: A Special Meeting shall be held at any time called by the Chair, or by any Director upon written demand of not less than one-fifth of the entire Board.

E. Adjournment: A majority of the Directors present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place.

F. Notices: Notices of Board Meetings shall be given as follows:

1. Annual Meetings and Regular Meetings may be held without notice to the Board members if the Code of Regulations or the Board fix the time and place of such meetings.
2. Special Meetings shall be held upon four days' notice by first-class mail or 48 hours' notice delivered personally or by telephone, facsimile or e-mail. Notices will be deemed given when deposited in the United States mail, addressed to the recipient at the address shown for the recipient in the Corporation's records, first-class postage prepaid; when personally delivered in writing to the recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Director or to a person whom it is reasonably believed will communicate it promptly to the Director. Notice of any Special Meeting may be made other than by written notice when circumstances dictate and must be given at least twenty-four (24) hours in advance.

G. Waiver of Notice: Notice of a meeting need not be given to a Director who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement, of the lack of notice. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting.

Article VI

ACTION BY THE BOARD

A. Quorum: Unless a greater proportion is required by law, a majority of the entire Board of Directors shall constitute a quorum for the transaction of any business or of any specified item of business.

B. Action by the Board:

1. *Actions Taken at Board Meetings:* Except as otherwise provided by statute or by these Code of Regulations, the vote of a majority of the Board present at the time of the vote, if a quorum is present at such time, shall be the act of the Board. If at any meeting of the Board there shall be less than a quorum present, the Directors present may adjourn the meeting until a quorum is obtained.
2. *Action by the Board Without a Meeting:* Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board of Directors or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board of Directors or committee shall be filed with the minutes of the proceedings of the Board or committee. Action by the Board without a meeting shall occur only as permitted by the Open Meetings Act.
3. *Board Participation by Other Means:* In all events, a quorum of Directors must be physically present to lawfully conduct a Board Meeting of the charter school. Once a quorum is physically present, additional Directors

may participate in a Board meeting through use of video-conferencing equipment to the extent permitted by law, so long as all Directors participating in such meeting can hear one another and there is no objection from any Director.

C. Committees: The Corporation may have Standing or Special Committees to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President. The Corporation shall determine from time to time the number of members on each committee provided that at no time shall the number of committee members constitute a majority of the entire Board of Directors.

D. Rights of Inspection: Every Director has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law.

E. Participation in Discussions and Voting: Every Director has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Director shall be excused from the discussion and vote on any matter involving such Director relating to: (a) a self-dealing transaction; (b) a conflict of interest, (c) indemnification of that Director uniquely; or (d) any other matter at the discretion of a majority of the Directors then present.

F. Duty to Maintain Board Confidences: Every Director has a duty to maintain the confidentiality of all Board actions which are not required by law to be open to the public, including discussions and votes which take place at any Executive Sessions of the Board. Any Director violating this confidence may be removed from the Board.

Article VII

OFFICERS

A. Officers: The Officers of the Corporation consist of a President (hereinafter “Chair”), Vice President (hereinafter “Vice Chair”), a Secretary and a Chief Financial Officer (hereinafter “Treasurer”). The Corporation also may have such other officers as the Board deems advisable.

1. *Chair:* Subject to Board control, the Chair has general supervision, direction and control of the affairs of the Corporation, and such other powers and duties as the Board may prescribe. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act. If present, the Chair shall preside at Board meetings.
2. *Vice Chair:* If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers and perform such other duties as the Board may prescribe.

3. *Secretary:* The Secretary shall: (a) keep or cause to be kept, at the Corporation's principal office, or such other place as the Board may direct, a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings; (b) keep or cause to be kept a copy of the Corporation's Charter and Code of Regulations, with amendments; (c) give or cause to be given notice of the Board and Committee meetings as required by the Code of Regulations; and (d) have such other powers and perform such other duties as the Board may prescribe.
4. *Treasurer:* The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school as defined in Chapter 3314 of the Ohio Revised Code, the office of Treasurer shall be held by the Corporation's appointed designated fiscal officer, who shall not be a member of the Board of Directors. The Corporation's designated fiscal officer shall hold such licenses and receive such training as required by Ohio law. The Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her appointment, the designated fiscal officer shall turn over to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands.

B. Election, Eligibility and Term of Office:

1. *Election:* The Board shall elect the Officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that purpose, except that Officers appointed to fill vacancies shall be elected as vacancies occur.
2. *Eligibility:* A Director may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair.
3. *Term of Office:* Each Officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

C. Removal and Resignation: The Board may remove any Officer, either with or without cause, at any time. Any officer may resign at any time by giving written notice to the Corporation, the resignation taking effect upon receipt of the notice or at a later date specified in the notice.

D. Duties of Officers May be Delegated: In the absence of any officer of the corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director.

Article VIII
NON-LIABILITY OF DIRECTORS

The Directors shall not be personally liable for the Corporation's debts, liabilities or other obligations.

Article IX
INDEMNIFICATION OF CORPORATE AGENTS

A. Indemnification.

1. Except as otherwise provided in this Article, the Corporation shall, to the fullest extent permitted by applicable law, indemnify each person who, by reason of being or having been a Director of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or any time having been a Director, Officer, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, trustee, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan. Any Director who is a party to or threatened with any such action, suit, or proceeding, in a capacity other than a Director, shall not be qualified to vote and the remaining Directors shall thereupon determine, by a majority vote, whether indemnification is proper.
2. Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

B. Insurance: The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, or volunteer of, the Corporation.

Article X SELF-DEALING TRANSACTIONS

A. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Code of Regulations and the Corporation's Articles of Incorporation; and; and

B. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

C. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

D. No loans shall be made by the Corporation to its directors or officers.

Article XI OTHER PROVISIONS

A. Fiscal Year: The fiscal year of the Corporation begins on July 1 of each year and ends on June 30.

B. Execution of Instruments: Except as otherwise provided in these Code of Regulations, the Board may adopt a resolution authorizing any Officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent or employee shall have any power to bind the Corporation by any contract or engagement, to pledge the Corporation's credit, or to render it liable monetarily for any purpose or any amount.

C. Checks and Notes: Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation may be signed by the Director or Treasurer.

D. Construction and Definitions: Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Not-for-Profit Corporation Law and the Education Law shall govern the construction of these Code of Regulations. Without limiting the generality of the foregoing, words in these Code of Regulations shall be read as the Corporation masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Code of Regulations are for reference and convenience only are not intended to limit or define the scope or effect of any provisions.

E. Conflict of Interest: The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer or other interested person.

Article XII DISSOLUTION

The Corporation may be dissolved upon a majority vote of the Directors, provided that upon dissolution the Corporation, after paying or making provision for payment of all of the liabilities of the Corporation, must distribute its assets to another public benefit corporation, the United States, a state or any political subdivision of a state or a person that is recognized as exempt from federal income taxation under Section 501(c) (3) of the Internal Revenue Code.

Article XIII NON-DISCRIMINATION

The Corporation shall not discriminate on the basis of race, color, gender or ethnic origin with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition.

Article XIV AMENDMENT

A majority of the Directors may adopt, amend or repeal these Code of Regulations.

EIN: 34-1869716

Horizon Educational Services Inc.

EIN: 34-1869716 | Cleveland, Ohio, United States

Other Names

HORIZON EDUCATIONAL SERVICES INC

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC [?](#)

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

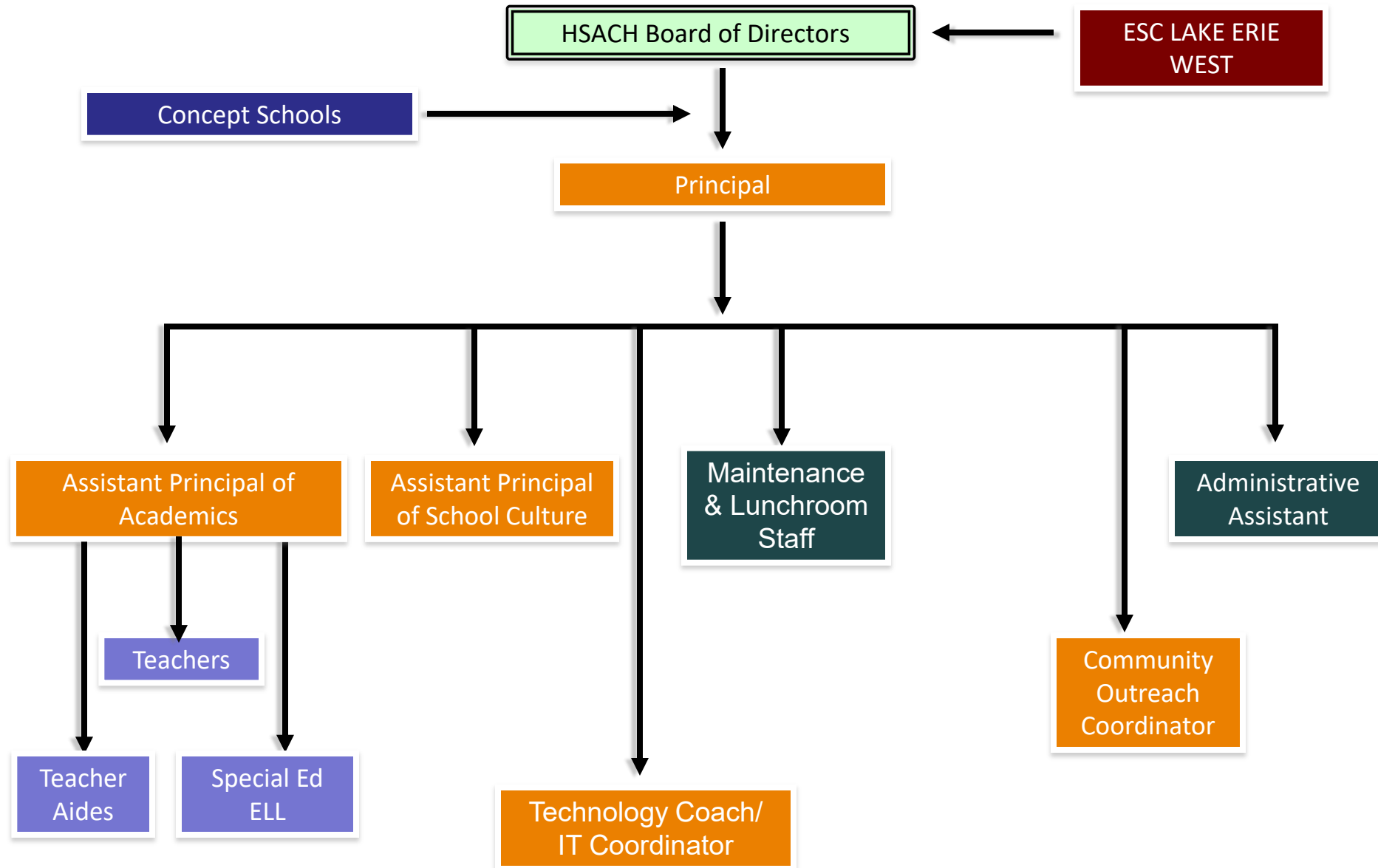
 Tax Year 2023 Form 990
 Tax Year 2022 Form 990
 Tax Year 2021 Form 990
 Tax Year 2020 Form 990
 Tax Year 2019 Form 990

 **Tax Year 2018 Form 990**

 **Tax Year 2017 Form 990**

 **Tax Year 2016 Form 990**

HSA CLEVELAND HIGH Organizational Structure



MISSION

The mission of the Horizon Science Academy Denison Middle is to provide an environment of learning and continues growth with rigorous college-prep math, science, and language arts program, and to create an atmosphere for students, parents, and teachers to reach their highest potential to become effective, responsible and productive citizens.

VISION

Our students will enter high school ready to tackle any academic challenge and will excel in the STEM subjects.

CORE VALUES

Horizon Science Academy Denison Middle promotes six core values to guide its interactions with all members of the school community:

Respect – All members of the school community (students, parents, and staff) have equal worth and should be treated with respect.

Responsibility – All people have choices, and teachers, parents, and students should be responsible for their actions.

Integrity – Belonging to a community requires a commitment to the common good. The community is stronger when everyone can be counted upon to be honest and trustworthy.

Courage – Having the courage to try new things expands minds and causes students, parents, and staff to reach beyond their own expectations.

Curiosity – The ability to wonder and to create connections stimulates further learning. Inquiry will be fostered on the part of parents, staff, and students.

Effort – Success is accomplished when students, family, and staff are willing to do what it takes to accomplish their vision of the future.

ATTACHMENT 2.1

GOVERNING AUTHORITY MEMBERS

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

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



Governing Board Authority Members

- | | |
|---------------------|---|
| • Donald Malloy | Email: teamchamps@gmail.com |
| • Robert Hasan | Email: rsyanhasan@roadrunner.com |
| • Marie Bonilla | Email: thencha1969@gmail.com |
| • Mustafa Y Arslan | Email: Myavuzars@gmail.com |
| • Abdullah Kayretli | Email: abdullahkayretli@gmail.com |

ATTACHMENT 3.2

MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

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

Under R.C. 3314.032(A), operator contracts must include the following:

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

Education Management Agreement

This Education Management Agreement (the "**Agreement**") is executed as of this 18th day of June 2016 , by and between Concept Schools NFP ("**Concept**"), an Illinois non-profit corporation and Horizon Science Academy Cleveland ("**School**"), an Ohio non-profit corporation the School together with Concept, each a "Party" and collectively the "Parties".

WHEREAS, both Concept and School have qualified as tax-exempt organizations under Section 501(c) (3) of the Internal Revenue Code;

WHEREAS, School has been granted a charter (the "**Charter**") to organize and operate a charter school, by the Educational Service Center of Lake Erie West (the "**Sponsor**") pursuant to the State of Ohio Charter School Law, as amended (the "**Charter Schools Law**");

WHEREAS, School and the Educational Service Center of Lake Erie West (the "**Sponsor**") entered into an Ohio Community School Contract dated as June 18, 2016 (the "**Charter Agreement**"), which sets forth certain terms and conditions of the Charter and which may be amended from time to time;

WHEREAS, School is governed by a Board of Directors (the "**School Board**");

WHEREAS, Concept desires to provide management services to the School;

WHEREAS, Concept assigns a Superintendent (the "Superintendent") in order to oversee the school operations and ensure the successful implementation of the Concept model. The Superintendent is employed by Concept Schools and reports to both Concept Schools and the "School Board".

WHEREAS, the School and Concept now desire to enter into this Agreement to govern their relationship beginning by July 01, 2016 (the "**Effective Date**");

NOW, THEREFORE, for and in consideration of the mutual undertakings in this Agreement, the parties hereby agree to the following terms and conditions:

1. Term.

- a. **Initial Term:** Unless terminated earlier in accordance with this Agreement, the term of this Agreement (the "**Term**") shall be effective on the Effective Date and continue until the end of the Charter Agreement.
- b. **Extensions:** This Agreement will automatically renew for additional, successive terms commensurate with the Charter Agreement unless one party notifies the other party on or before the April 1st prior to the expiration of the then-current term of its intention to renegotiate or not renew this Agreement. Notwithstanding the foregoing, in no event shall the Term extend beyond the term of the Charter

Agreement granted to the School, as such charter may be extended from time to time.

2. Responsibilities.

Concept assigns Superintendent to ensure the successful implementation of the Concept model. Superintendent oversees the school principal and major school business operations. Superintendent may represent the School Board in front of state departments of education, authorizers/sponsor, and any other parties. Superintendent shall report to the School Board and in regards to managerial duties shall report to Concept Schools. Superintendent shall always seek the best interest of the School in any case.

Provision of Services: Concept shall provide the services described herein (the "Services") to the School subject to the direction, oversight and policies of the School, and the requirements of the Charter Agreement and all Federal, State and Local Laws to the extent applicable to such Services. Regardless of the Services provided by Concept under this Agreement, the School remains responsible for the administration of the School. In this respect, Concept in no way serves as a joint or co-employer with the School. Concept has no obligation to provide any Service that is not specifically listed below, unless otherwise agreed upon by both parties.

- i. Concept shall provide consulting and liaison services with the Sponsor and other governmental and quasi-governmental offices and agencies to ensure that the School may continue its operation.
- ii. Concept shall assist in the preparation of a projected budget for the academic year, in reasonable detail, on or before June 30 of each year in a format required by the Ohio Department of Education. The School must approve such budget before August 1st in order for Concept to manage it.
- iii. All school personnel ("the School Employees") shall be exclusively employed by the School. The School retains the exclusive authority for making any employment-related decisions including but not limited to hiring, firing, promotion, work assignment, compensation, evaluation, discharge or other disciplinary decisions regarding the School Employees excluding the school principal and assistant principal (if any). The school principal and assistant principal will be assigned by mutual agreement of the Parties. The School is solely responsible for determining any salaries, fringe benefits, employment taxes and other employment related costs. Notwithstanding the foregoing, Concept will provide consultation and recommendations for advertising, interviewing, hiring and firing, transferring, discharging and/or disciplining employees, including international employees.

- iv. Concept shall monitor whether the School Employees meet all local, state, and federal regulations related to school personnel and any Federal, State or Local Laws for all School Employees.**
- v. Concept shall make recommendations regarding staffing needs at the School, provide revisions to position descriptions, and provide sample employment contracts for all School Employees. The School remains responsible for determining what (if any) of these recommendations will apply to School Employees.**
- vi. Concept shall monitor whether the School complies with all applicable federal and state laws and regulations, concerning School Employee welfare, safety and health, including, without limitation, the requirements of federal law for a drug free workplace.**
- vii. Concept shall monitor whether the School complies with all applicable federal and state laws and regulations concerning the maintenance and disclosure of employee records for School Employees.**
- viii. Concept shall monitor the School's compliance with all applicable state and local civil rights laws, and assess whether the School may be illegally discriminating against any School Employee or applicant for employment on the basis of race, creed, color, sex, national origin, religion, ancestry, age, disability, marital status, citizenship, veteran status, or sexual orientation in its recruitment, selection, training, utilization, termination or other employment-related activities.**
- ix. Except to the extent expressly waived by state authorities, Concept shall, and shall cause its officers and employees to, (A) comply with the Charter School Law, the Charter Agreement, and all applicable federal and state laws and regulations, concerning the maintenance and disclosure of student records, and (B) comply with the Family Educational Rights and Privacy Act, provided that Concept acknowledges that such records are the property of the School, that Concept has no rights in such records whatsoever, that it shall maintain such records on behalf of the School and may use such records only in connection with its duties under this Agreement, and that it will follow the School's instructions in connection with such records. Based on the foregoing, the School hereby designates employees of Concept as having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act.**
- x. Concept shall provide the coordination, communication, and leadership in order to ensure continuity, quality, effectiveness, and conformity with the terms of this Agreement by employing an incumbent in the positions of the Superintendent and the Treasurer. The School acknowledges and**

agrees that, by entering into this contract, the Concept-employed Superintendent and Treasurer shall be assigned and empowered as the school Superintendent and the Treasurer with the authority to perform all School duties and responsibilities that would typically be assigned to such positions. Notwithstanding the foregoing, the Concept-employed Superintendent and Treasurer will have no authority or responsibility for making employment-related decisions for School Employees, including but not limited to hiring and firing, promotion, transfer, work assignment, compensation, discharge or discipline.

xi. Concept will recommend a calendar for the academic year and shall ensure the following:

- a) that the School opens in August and will continue until June,
- b) that the academic year consist of a minimum 185 school days, provided that the number of school days will meet or exceed Ohio requirements, and
- c) that the length of the school days at the School will meet or exceed Ohio requirements.

xii. Concept will recommend the size of the School and each class according to the School's Charter Agreement, facility and budget.

xiii. Concept will monitor enrollment to ensure that the School enrolls students in full compliance with the requirements of the Charter Agreement and the Charter School Law.

xiv. Each year Concept shall develop a student recruitment plan working with the Principal of the School. Any cost associated with such student recruitment shall be incurred by the School unless otherwise agreed by the Parties.

xv. Concept shall provide

- a) a day long teachers' institute at the beginning of the year;
- b) principal's professional development twice a year;
- c) Summer Leadership Summit at the beginning of the year;
- d) monthly Superintendent Leadership Seminars;
- e) trainings in Concept's methods, curriculum, program, and technology for School Employees, including administrators, teachers and support staff through Concept's staff up to twice per year upon request;
- f) any additional professional development services reasonably necessary or expedient for the successful implementation of the

Concept model as agreed to in writing from time to time by Concept and the School. *

***Registration fees and additional costs may apply.**

- xvi.** Concept shall provide the School and all of its students at the School with a complete educational program based on (A) the requirements of the Charter Agreement, and (B) the Charter School Laws, except as may be further required by this Agreement.
- xvii.** Concept shall provide the management and administrative services necessary to implement its educational program at the School.
- xviii.** Concept shall be responsible for and accountable to the School for the academic performance of students who attend the School, said performance to be measured in accordance with the requirements of the Charter Agreement and the Charter Schools Law, and Concept shall coordinate such testing as is required to permit the evaluations contemplated by each of the foregoing.
- xix.** Concept shall measure the success of the School based on absolute levels of student achievement in terms of test scores, and among other measures, on comparative measures against students in the local school district who have backgrounds and achievement levels similar to the School's students, and on measures of parent and student satisfaction.
- xx.** Concept shall provide educational performance data, and any information required or requested by the School Board, Sponsor, State, the Charter Agreement, and Charter School Laws.
- xxi.** Concept shall provide a Student Information System (ConceptSIS) that includes, but is not limited to, the following:
 - a) online student registration and data maintenance
 - b) student records and employee files management
 - c) student discipline management
 - d) student/staff/course schedules
 - e) the ability to comply with requirements of regional and state reporting of student enrollment information
 - f) attendance, grading, and log book
 - g) assessment & data reporting
 - h) e-forms (clock in/out, leave request, reimbursements, purchase request, etc.)
 - i) curriculum and lesson planning tool
 - j) employee evaluation tool

The School acknowledges that in designating employees of Concept as school officials with a legitimate educational interest in the School student records, Concept employees will have access to student records and employee files to perform necessary functions for the same purposes as the School Employees.

xxii. Concept shall develop a variety of extra-curricular* activities which are critical components to a well-rounded educational experience that may include, but not limited to, the following:

- a) CONSEF – Concept Schools Science & Engineering Fair
- b) STEM Expo
- c) MathCON
- d) RoboCON
- e) Spelling Bee
- f) Spoken Word Competition
- g) Writing Contest
- h) Art Fair
- i) ACT Camp
- j) College Pep Rally
- k) Teacher of the Year
- l) International Trips
- m) Concept Young Scholars Program

*Registration fees and additional costs may apply.

xxiii. Concept shall develop and coordinate Concept Young Scholars Program (CYSP), which is a multifaceted program, designed to prepare students to become future leaders in their communities. This program offers a more challenging curriculum and engaging activities such as advanced study programs in math, science, robotics, and preparation for Concept Academic Competitions, college trips, overnight events, and Congressional Award Program.

xxiv. Unless otherwise prohibited, Concept shall manage all the School financial operations, including but not limited to; payroll, HR services, purchasing, accounts payables, accounts receivables, grant management, development and monitoring of financial policies and procedures, bookkeeping, budget preparation and management, audit preparation and coordination, and reporting. Concept shall:

- a) Prepare and present all financial reports at the School Board meetings;
- b) Prepare annual budget in coordination with the school administration, which shall be approved by the School Board;

- c) Prepare an independently audited annual financial report, as required by the Charter School Law not later than any applicable deadline required by the State;
- d) Prepare and submit any other financial and operational reports relating to the School which may be required pursuant to the Charter Agreement and the Charter School Law in accordance with the requirements thereof;
- e) Maintain all financial books and records;
- f) Manage payroll functions in order to ensure efficient operation, as well as creation and maintenance of proper personnel records;
- g) Develop purchasing policies and procedures and oversee all purchasing operations including administration of bidding process for major purchases and projects;
- h) Apply and manage all federal and state grants including preparation and filing of final expenditure reports.

xxv. Provide HR Support services such as benefit administration, employee surveys, revision of employment documents, performance evaluations, and coordination of public records requests.

xxvi. Concept shall meet an agreed calendar of reporting dates relating to local, state, and federal compliance reporting. If Concept fails to meet a 90% benchmark in terms of either accuracy or timeliness in a fiscal quarter, the School shall notify Concept in writing that such benchmark was not met. If Concept fails to meet the 90% benchmark in terms of either accuracy or timeliness in two consecutive fiscal quarters, the School shall be entitled to hire the staff necessary to complete the compliance work for Concept for the next two fiscal quarters, and Concept shall reimburse the School for all expenses related to the hiring, training, and supervision of the compliance workers.

xxvii. Concept shall ensure that the School complies with all terms and conditions of any external source funding (e.g., federal and state funds designated for particular purposes such as Title I and special education)

xxviii. Concept shall assist the School in identifying and applying for grants. Concept shall have the right to apply for and receive grant money on its own or together with the School, so long as such applications (i) are approved by the School Board and (ii) the received funds are utilized for their intended purpose and in a manner consistent with the requirements of the grant. Concept must keep the School informed prior to any application's submission, at the level of detail that the School reasonably requests.

- xxix.** Concept shall provide guidance in community outreach activities to generate greater awareness and build credibility and positive reputation for the School.
- xxx.** Concept shall provide marketing services by designing school brochures, fliers, business cards, letterheads, envelopes, newsletters, program books, invitations and the School's Annual Report.
- xxxi.** Concept shall (i) provide guidance for the technology plan on a regular basis, (ii) provide web design and hosting services, (iii) advise on the integration of new technology into the School, and (iv) provide technology support services as may be requested by the School.
- xxxii.** Concept shall provide guidance for successful implementation of STEM focused programs such as robotics, GTT, PLTW engineering courses, etc.
- xxxiii.** Concept shall assist (upon request) schools in recruiting hard to find subject area teachers such as Math, Science, Technology, Engineering and Foreign Language.
- xxxiv.** Concept shall assist in coordinating the transition of high school graduates into college and provide continued support through the Concept Alumni Network (CAN) to the graduates as they embark on the next stages of their lives in college, careers and beyond.
- xxxv.** The School shall be responsible for coordinating the cleaning, maintenance and operation of the School Facility. Concept shall make reasonable suggestions to the School regarding potential improvements to the School Facility.
- xxxvi.** Concept shall also coordinate additional programs as may be mutually agreed upon by the Parties.

2. Tax-Exempt Status.

Concept acknowledges and agrees that this Agreement is intended to be consistent with the School's status as a tax-exempt organization and both parties shall interpret this Agreement in such a manner so as to prevent this Agreement from causing the School to lose its tax-exempt status and, if necessary, shall amend this Agreement in such a manner that will cause it to comply.

3. Intellectual Property.

Both parties acknowledge that they mutually own all proprietary rights to curriculum or educational materials that (i) are developed by the School or (ii) are developed by

Concept with funds from the School. Concept and the School understand that Concept's educational materials and teaching techniques and other documents used by or in the School may be disclosed in accordance with applicable law and the legal opinion of legal counsel of the School.

4. **Real and Personal Property.**

Upon termination or expiration of this Agreement by either party for any reason, all real and personal property leased by Concept to the School will remain the real and personal property and leases of Concept, and all other personal property purchased by Concept with the funds provided to Concept by the School pursuant to Section 3314.0210 of the Revised Code will be the personal property of the School.

5. **Subcontracts.**

Subject to prior approval by the School Board, Concept may subcontract services provided to the School except for the management, oversight, or implementation of the teaching and instructional program.

6. **Authority.**

Concept shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by Ohio Charter School Law or the Charter Agreement.

7. **Fees.**

In consideration of the Services to be provided to the School by Concept, the School shall pay Concept a management fee. The management fee will be calculated on an annual basis and will be 10% of the School's total annual revenues to be paid in monthly installments calculated on the funds received from the State.

8. **Termination by the School.**

The School may terminate this Agreement in the event Concept materially breaches this Agreement. A material breach, without limitation, shall include:

- a) Concept substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from the School;
- b) Concept is liquidated or dissolved;

- c) Concept files a voluntary petition under any federal or state bankruptcy statute;
- d) A third party files an involuntary petition against Concept under any federal or state bankruptcy statute, which involuntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing;
- e) Failure to take necessary actions in reasonable time in case the School does not meet academic goals as set forth in the Charter Agreement;
- f) Concept fails to meet any of the material terms as required by the Charter Agreement and causes the Charter Agreement to be revoked, terminated, suspended, or reconstituted; or causes the Charter Agreement to be put in jeopardy of suspension, revocation, termination, or reconstitution under the Charter Agreement; or
- g) Concept assigns this Agreement without the prior written consent of the School.

9. Termination Notice.

If any of the events set forth in Section 8 shall occur, in addition to any other notice required to be delivered under Section 8, the School may send to Concept written notice of its intention to terminate this Agreement, specifying the section(s) of this Agreement upon which the School is relying for the termination (a "Termination Notice"). This Agreement shall terminate thirty (30) days after the receipt of a Termination Notice by Concept or the end of the then current school year, whichever occurs later.

10. Termination by Concept.

Concept may terminate this Agreement in the event the School materially breaches this Agreement. A material breach, without limitation, shall include:

- a) The School substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from Concept;
- b) The School is liquidated or dissolved;
- c) The School files a voluntary petition under any federal or state bankruptcy statute;
- d) A third party files an involuntary petition against the School under any federal or state bankruptcy statute, which voluntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing;
- e) The School fails to pay any fees due to Concept within sixty (60) days of receiving written notice that such fees are overdue, excluding overdue payments resulting from a payment dispute between the School and any funding entity;
- f) The School assigns this Agreement without the prior written consent of Concept; or

g) Termination of the Charter Agreement by the Sponsor.

11. **Termination Notice.** If any of the events set forth in Section 10 shall occur, in addition to any other notice required to be delivered under Section 10, Concept may send to the School written notice of its intention to terminate this Agreement, specifying the section(s) of this Agreement upon which Concept is relying for the termination (a "Termination Notice"). This Agreement shall terminate thirty (30) days after the receipt of a Termination Notice by the School or the end of the then current school year, whichever occurs later.

12. **Duties upon Notice of Termination and Termination.**

Unless otherwise agreed in writing by the Parties, the Parties agree to continue charter school operations through the end of the academic year (the "**Termination Date**"); provided that the School continues to pay Concept the management fee. Concept's obligations under this Agreement and other expertise shall not cease until the Termination Date. The School shall pay to Concept all outstanding payments on or before the Termination Date. In the event that this Agreement is terminated during an academic year, Concept shall not impede the School's continuation of the academic year.

13. **Indemnification.**

Except as otherwise stated in this Agreement, the School agrees to indemnify, defend and hold harmless Concept from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by Concept as a result of any claims, actions or lawsuits brought against Concept as a result of the negligence, recklessness or intentional misconduct of the School. Likewise, except as otherwise stated in this Agreement, Concept agrees to indemnify, defend and hold harmless the School or School Board from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the School or School Board as a result of any claims, actions or lawsuits brought against the School as a result of the negligence, recklessness or intentional misconduct of Concept. This indemnification provision shall survive the termination of this Agreement.

14. **Insurance.**

Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the School's Charter Agreement or applicable law). On all policies of commercial general liability insurance carried by a Party, such Party shall name the other Party as additional insured. Anything in this Agreement to the contrary notwithstanding, each Party hereby waives and releases the other Party and the other Party's Directors, officers, successors, or assigns (collectively, the "Released Parties"), from any and all claims and

right of recovery against any of the Released Parties, to the extent that any such claims or right of recovery is for any loss, damage, or liability that is covered by any insurance carried by the Party incurring such loss, damage, or liability, regardless of the cause of origin, including the negligence of the Released Parties. Each of the Parties hereby waives any right of subrogation that might otherwise arise out of any claims against the Released Parties. The Parties agree immediately to give their respective insurance companies which issued policies of insurance written notice of the terms of the mutual waivers and releases contained in this Section, and have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of the mutual waivers.

15. Relationship of the Parties.

The Parties hereto acknowledge that their relationship is that of an independent contractor. No employee of either party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership, joint or co-employer relationship or joint venture between the Parties. This Agreement shall not be construed as an abdication of the School's responsibilities and authority for making any and all employment-related decisions, policy setting, strategic planning, budgeting, the educational program and overall oversight monitoring and supervision of the School. The School at all times maintains the right to accept or reject Concept's recommendations.

16. No Third Party Beneficiaries.

This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any third person.

17. Headings.

Headings used herein are for reference only and are not intended, nor shall they be used, in interpreting this instrument.

18. Notices.

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to:

Attention: Sedat Duman, CEO/President
Concept Schools, NFP
2250 East Devon Avenue, Des Plaines, IL 60018
Facsimile: (847) 671-2612

With a copy to:

Attn: James Powers
Clark Baird Smith LLP
6133 N. River Road, Suite 1120
Rosemont, Illinois 60018
Tel: 847-378-7707
Fax: 847-378-7077

If to the School, to:

Attention: Takhar Kasumov, Board President
Horizon Science Academy Cleveland

6000 South Marginal Road,
Cleveland, OH 44103
Phone: 216-432-3660
Fax: 216-432-3670

With a copy to:

Attention: Becky Scheiman, Esq
Nicola Gudbranson & Cooper Llc
25 Prospect Ave E # 1400,
Cleveland, OH 44115
Phone: 216-621-7227
Fax: 216-621-3999

19. Severability.

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and

enforceable to the maximum extent permitted in such jurisdiction.

20. **Waiver and Delay.**

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

21. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

22. **Assignment.**

Neither Party shall assign this Agreement without the written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

23. **Amendment.**

This Agreement may not be modified or amended except by a writing signed by each party hereto.

24. **Counterparts.**

This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

25. **Conflicting Provisions.**

Any provisions that are contrary to or conflicting with the Charter shall be superseded by the terms and conditions of the Charter.

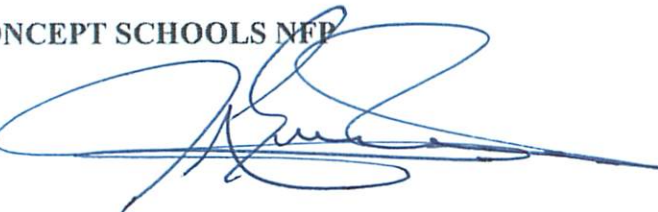
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HORIZON SCIENCE ACADEMY

By:  Kosmanov 06/17/2016
Its: President

CONCEPT SCHOOLS NFP

By: 
Its: President & CEO

ATTACHMENT 3.4
SUSPENSION AND CLOSING PROCEDURES

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



Community Schools: School Suspension and/or School Closing Procedures

Effective date: July 1, 2010

Revised: April 2023

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

Statutory Requirement for Closure

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

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

Suspension Statute

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

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



Overview

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

Note:

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

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

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

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

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



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

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

Additional Resources

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

Submission Instructions

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

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

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

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

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



Records

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

Student Records

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

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

Staff Records

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

Administrative/Financial Records

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

Record Retention

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



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

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

Please note:

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



Instructions for Completing All Required Suspension/Closing Tasks

Section A: Initial Notifications

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



Section B: Timeline of suspension or closure process

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

Section C: Parent Notification

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

Section D: Staff Notification

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



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

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

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

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

3. Clarify COBRA benefits and when medical benefits end.

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

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

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

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

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

6. Provide sponsor contact information to all staff.

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

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

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



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

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

Section F: Student Records

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

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



- 4. Organize all SPED files by district (separate from cumulative files)**
 - a. Maintain a list of all SPED student files, in alphabetical order, by residential district.
 - b. Provide each SPED student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.
- 5. If the school has graduated students, compile a list of the names and dates of all graduates, and provide digital or hard copies of transcripts.**
 - a. Maintain a list (name and SSID) of all graduated students, in alphabetical order, by residential district.
 - b. Provide each graduated student's transcript, in alphabetical order by residential district, to each residential district within seven days of suspension or closure.
 - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*
- 6. Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.**
 - a. In the case of mid-year suspension or closure, records should be available for review no later than seven days of suspension or closure.
 - b. In the case of suspension or closure at the conclusion of the school year, schools should be prepared for an FTE review within seven days of the last day of instruction.
 - i. *As a best practice, sponsors are recommended to review FTE review requirements with their schools annually and periodically check the condition of records necessary to complete FTE reviews.*
- 7. If possible, ODE will complete student enrollment/FTE review within seven (7) days of closure or suspension and prior to student records being delivered to resident districts.**
- 8. Deliver the original cumulative student records of all current, withdrawn (withdrawn during the current school year and not already delivered to the student's new school), and graduates to each student's district of residence (with printed list of included students) within seven (7) business days of the school's suspension or closure and obtain a signed delivery receipt.**
 - a. Provide the district of residence with a printed list of all student records they are receiving.
 - b. Records must be placed in a box and arranged in alphabetical order.
 - c. Place a printed list of the student records on the outside of each box of records.
 - d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
 - e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.
- 9. Deliver the original SPED student records to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.**
 - a. Provide the district of residence with a printed list, in alphabetical order, of all SPED student records they are receiving.
 - b. Records must be placed in a box and arranged in alphabetical order.
 - c. Include a printed list of the special education student records inside of each box to ensure student confidentiality.



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

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

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



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

1. Compile List of Creditors and Debtors.

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

2. Notification to all Creditors

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

3. Notification to all Debtors

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

4. Notification to vendors and termination of contracts

- a. Notify utilities, insurance, landlord, banks, bond holders, contractors, etc., of potential default date and when last payment will be made.
- b. Notify all contractors of school closure and cessation of operations.
- c. Retain records of past contracts and payments with proof that they were paid in full.
- d. Terminate contracts for goods and services as of the last date such goods or services will be needed.
- e. Instruct contractors to remove any contractor property from the school by a certain date (e.g.,2 copying machines, water coolers, other rented property).
- f. Maintain telephone, gas, electric, water, insurance and directors and officer's liability insurance long enough to cover the time required for all necessary closure procedures to be complete.



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

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

6. Terminate Operator (EMO/CMO) Agreement

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

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

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

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

9. Preparation of year-end financial statements

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



10. Establish approved order of Vendors to be Paid.

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

Section H: Disposition of Assets

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

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

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

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

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

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



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

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

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

5. Establish Fair Market Value

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

6. Designation of Individual with legal authority for payment processing

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

7. Board approved Disposition plan for assets

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

8. Notification of Public Auction

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



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

10. Identify any Ohio Facilities Construction Commission guarantees.

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

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

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

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

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

13. Prepare documentation on the sale of assets.

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

Section I: Final Payments and Adjustments

1. Final Payments to All Vendors

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

2. Completion of Final Audit

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

3. Send Remaining Funds to ODE

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

4. Close all Bank Accounts.

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



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

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

ATTACHMENT 4.1

CONFLICT OF INTEREST POLICY

1. School Conflict of Interest Policy

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



B07: Conflicts of Interest Policy

Rev: June, 2017

Article I

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Purpose

The purpose of the conflicts of interest policy is to protect the Non-Profit Corporation's interest when the Board of Directors ("Board" or "School") is contemplating a transaction, arrangement or other action that might affect the private interest of an officer, director, or employee of the School or when the private interest of a director of the Board might affect his or her judgment on a matter being considered by the Board. This conflict of interest policy is designed to help directors and officers identify situations that present actual or potential conflicts of interest and to provide the Board a procedure which, if observed, will allow certain transactions to be treated as valid and binding even though a director or officer has or may have a conflict of interest with respect to the transaction. This policy may also be used to identify actual or potential conflicts of interest involving prospective Board members. Where appropriate, prospective Board members may be asked to complete the attached Conflict of Interest Disclosure Form.

The policy is intended to comply with Ohio Law governing conflicts of interest for governing authority members ("Director" or "Trustee") of nonprofit corporations holding a community school contract issued pursuant to Chapter 3314 of the Ohio Revised Code ("R.C." or "Code"). In the event there is an inconsistency between the requirements and procedures prescribed herein and those in the Code pertaining to non-profit and charitable corporations, the Code shall control. All capitalized terms are defined in this policy.

Article II

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Definitions

1. Interested Person

An Interested Person is any director, officer, employee or member of a committee with Board delegated powers who has a direct or indirect Financial Interest or is engaged in certain Outside Activities.

2. Responsible Person

Any director, officer, employee or member of a committee with Board delegated powers.

3. Financial Interest



A Responsible Person has a Financial Interest if he or she has, directly or indirectly, through business, investment or a Family Member:

- a. an ownership or investment interest in any entity with which the School has a transaction or arrangement, or
- b. a compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A Financial Interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a Financial Interest may have a conflict of interest only if the Board or appropriate committee decides that a conflict of interest exists.

4. Outside Activities.

Outside Activities are those which involve a Responsible Person or a Family Member who is a director, officer or employee of an entity that competes with or has contractual relationship with the School.

5. Family Member

Family Member means a spouse, domestic partner, parent, grandparent, child or spouse of a child, brother, sister, or in-laws, of a Responsible Person.

6. Business Associate

Business Associate means a person who a reasonable person would find to be in a position or have a relationship which would result in undue influence of the judgment of a Director on a matter being considered by the Board by reason of that person's relationship with the Director.

Article III

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Procedures

1. Duty to Disclose

In connection with any actual or possible conflicts of interest, an Interested Person must disclose any existence of his or her Financial Interest or those of Family Members and Business Associates or his or her involvement in Outside Activities effecting a proposed transaction,



arrangement, or other action of the Board. The Interested Person must be given the opportunity to disclose all material facts to the directors and members of committees with Board delegated powers considering the proposed transaction, arrangement, or other action.

2. Determining Whether a Conflict of Interest Exists

a. After disclosure of the Financial Interest and/or Outside Activities and all material facts, and after any discussion with the Interested Person, the Board may conclude that a Conflict of Interest exists, in which case the Board will follow the procedures described in Section 3 below. If there is uncertainty about the existence of a Conflict of Interest, the Interested Person shall leave the Board or committee meeting while the determination of a Conflict of Interest is discussed and voted upon. The remaining board or committee members shall thereupon determine, by a majority vote, whether the disclosure shows that a Conflict of Interest exists or can be reasonably construed to exist.

b. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person may have a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.

c. A Conflict of Interest exists and it shall be the School's policy not to elect as a Director an individual who is currently or has been within the last year, or whose immediate relative is currently or has been within the last year, an owner, employee, or consultant of the the School's sponsor or operator.

Likewise, if the School is sponsored by a school district or an education service center, the School shall not elect as a Director an individual who is currently or has been within the last year, or whose immediate relative is currently or has been within the last year, an officer of the school district or the education service center or an employee or consultant for the department, division or section of the school district or education service center that is directly responsible for sponsoring community schools or has supervisory authority over such department, division, or or section.

For purposes of this Article, immediate relative shall mean spouses, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the potential Director.

3. Procedures for Addressing the Conflict of Interest

a. Once the Board determines that a Conflict of Interest exists the Interested Person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that causes the Conflict of Interest.

b. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.



c. After exercising due diligence, the Board or committee shall determine whether the School can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest.

d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a Conflict of Interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the School's best interest and for its own benefit and whether the transaction is fair and reasonable to the School and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

e. A person who has a Conflict of Interest with respect to a contract, transaction, or other matter that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a Conflict of Interest may not deliberate or vote on the contract or transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of the School has a Conflict of Interest when he or she stands for election as an officer or for reelection as a member of the Board of Directors, but not if the election or reelection is presented as a slate consisting of two or more directors or officers.

4. Confidentiality

Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status, including confidential information acquired during an executive session, or information the disclosure of which might be adverse to the interests of the School. Furthermore, a Responsible Person shall not disclose or use information relating to the business of the School for the personal profit or advantage of the Responsible Person, a Business Associate or a Family Member.

5. Violations of the Conflicts of Interest Policy

a. If the Board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV

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Records of Proceedings



The minutes of the Board and all committees with Board-delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the possible conflict of interest, any action taken to determine whether a Conflict of Interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Article V

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Compensation

1. A voting member of the Board who receives compensation, not including reimbursements, statutorily permitted stipends, or Board approved compensation for training, directly or indirectly, from the School for services is precluded from voting on matters pertaining to his or her own compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to his or her own compensation.
3. A Responsible Person is prohibited from accepting or soliciting any compensation, except as specifically allowed by law, for the performance of his/her duties or for the general performance of the duties of the Responsible Person's office.
4. A Responsible Person is prohibited from accepting or soliciting anything of value in consideration of appointing or securing, maintaining, or renewing the appointment of any person to public office, employment or agency.
5. A Responsible Person is prohibited from accepting or soliciting anything of value in consideration of preferring, or maintaining the status of, any public employee.

Article VI

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Statements of Understanding

Each director, principal officer and member of a committee with Board delegated powers shall at the time of election and annually thereafter, sign a statement which affirms that such person:

- a. has received a copy of the conflicts of interest policy,
- b. has read and understands the policy,



c. has agreed to comply with the policy, and

d. has completed the Conflict of Interest Disclosure Form, which shall include the following disclosures:

i. the names of any Business Associates or spouse, child, parent, grandparent, sibling, or in-law residing in the same household as the Director employed by any of the following within the previous three (3) years:

1. the sponsor or operator of that community school;

2. a school district or education service center that has contracted with that community school;

3. a vendor that is or has engaged in business with that community school.

ii. Whether he or she is a member of a school district board of education, in which case said director may not serve on the governing authority of any community school.

iii. Whether a finding for recovery has been issued by the Auditor of State against the individual.

Article VII

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Periodic Reviews

To ensure that the School operates in a manner consistent with its purposes and that it does not engage in activities that could jeopardize its status as a non-profit organization, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.

b. Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the School's purposes and do not result in inurement or impermissible private benefit.

c. Whether agreements to provide education and agreements with other employees and third parties further the School's purposes and do not result in inurement or impermissible private benefit.

Conflict of Interest Disclosure Form



Name: _____

Date: _____

If you answer “yes” to any of the following question, please provide an explanation on a separate sheet. Clearly label the explanation with the number of the corresponding question.

1. Do you serve on the Board of Directors, work for or perform services for any other charter school?

_____ Yes _____ No

2. If yes, please list the charter schools and your relationship (eg. Director, employee, consultant, etc.) below:

School: _____	Position: _____
School: _____	Position: _____
School: _____	Position: _____
School: _____	Position: _____

3. Other than the charter schools disclosed above, to the best of your knowledge for the last 3 years have you or any Family Member (spouse, domestic partner, parent, grandparent, child or spouse of a child, brother, sister, or in-laws) or Business Associate (person with power to influence you) been an officer, director, trustee, sole proprietor, partner, employee, sales representative, agent, consultant, independent contractor, or advisory board member of an external organization/agency which has a contract or transaction with any of the following:

- a. the School;
- b. the School’s operator (i.e. educational management organization);
- c. the School’s Sponsor;
- d. a school district or educational service center (ESC) under contract with the School;
- e. a vendor that engaged in business with the School.

_____ Yes _____ No

4. If yes, please list the 1) Person, 2) Relationship to you (eg. my brother), 3) the name of the Person’s Organization, 4) the Person’s Position with the Organization; 5) Relationship identified in (a) – (e) above.

Name of Person: _____
 Person’s Relationship to You: _____
 Name of Person’s Organization: _____
 Person’s Position with Organization: _____
 Relationship identified in (a) – (e) above: _____



5. Has a finding for recovery ever been issued against you personally by the auditor of state?

_____ Yes _____ No

6. Do you and/or other Family Members own stock which has an aggregate value of more than \$5,000 or which represents more than five percent (5%) of the voting stock in an external organization/agency which has a contract or transaction with the School?

_____ Yes _____ No

7. In the past 12 months have you received any compensation, loan, unusual gift, benefit, or hospitality from any School vendor?

_____ Yes _____ No

8. Are or will you or any Family Member be employed at the School (either directly or as an employee of the Educational Management Organization or any other company contracting or providing service to the School)?

_____ Yes _____ No

9. Do or will you or any Family Member be selling any supplies, materials, equipment, services or other personal property directly or indirectly to the School, the Educational Management Organization, or any other company contracting with the School?

_____ Yes _____ No

10. Other than this School Board, do you or does a Family Member currently serve on any other board, group or corporation or have a compensation arrangement with any entity that competes with or has a contractual relationship with the School such that a reasonable person would believe that your independent judgment as a Board Member might be compromised with respect to actions you would take or votes you would cast as a member of the Board?

_____ Yes _____ No

11. To the best of your knowledge, are there situations not described in this questionnaire which may give the appearance of a conflict of interest between you or a Family Member, or would make it difficult for you to discharge the duties of your office in an independent manner?

_____ Yes _____ No

12. Do you have a family relationship or a business relationship with any School officer, director or key employee?



Relationship: _____ Family or _____ Business

Name of individual and relationship: _____

13. I acknowledge that as a Board Member of a community school operated by an educational management organization, pursuant to Ohio Revised Code §3314.02(E)(3), I and my immediate relatives are prohibited from being an owner, employee or consultant of the educational management organization or the Sponsor for the year following the completion of my Board service.

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of the School that is currently in effect.

I further acknowledge that I have received a copy of Chapter 102 and Section 2921.42 of the Ohio Revised Code.

Signature: _____ Date: _____

ATTACHMENT 5.2

FACILITIES PLAN

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



Attachment 5.2 – Facilities Plan

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

Horizon Science Academy Cleveland High School is located at 6000 South Marginal Road, Cleveland OH 44103. There are 29 classrooms/labs, 1 full-size gym, 7 bathrooms and 6 exits.

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

This is one building where the school serves its students. The location serves 302 students in grades 9-12. The school bought its building and HSA Cleveland Middle School's building in March 2023 for the amount of \$3,425,000.

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

N/A. The school purchases the school facility with a cash amount.

- 4. Name of the lender or landlord, identified as such, and the lenders or landlord's relationship to the operator, if any; and**

N/A.

- 5. If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable**

N/A.

ATTACHMENT 6.3 EDUCATIONAL PLAN

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

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

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

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

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

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

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

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

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

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



Attachment 6.3 – Educational Curriculum

Curriculum Plan

The mission of Horizon Science Academy Cleveland High School states:

We foster an environment of inquiry and a love of learning so students are prepared to thrive in STEM-focused High school, college, and the world.

To that end:

teachers, parents and students work together to develop young people who are confident and achieve academic excellence in a powerful college prep curriculum;

students do not question whether they will go to college, but instead ask when and where;

students understand that with hard work and determination, dreams are possible;

students develop the skills in math, science, and technology necessary to become bold inquirers, analytical thinkers, and ethical leaders in the 21st century; and

students are empowered to become productively engaged in the local community and broader society.

We are continually at work to create a school culture that is built on success, respect, and accountability. The faculty and staff of Horizon Science Academy Cleveland High School recognize that the success of students is dependent upon the school's ability to create a culture that fosters meaningful, sustained relationships between teachers, students, and parents and holds all stakeholders responsible for outcomes.

Educational Philosophy

Horizon Science Academy Cleveland High School exists for the welfare and dignity of each child. Education will be student-centered and each child will be recognized as a unique individual with unique interests, needs and abilities. HSA Cleveland High aims to develop responsive, productive, and civic-minded youth by inspiring them to follow their dreams while making the world a better place for themselves and others. HSA Cleveland High is focused on core knowledge and essential skills so that children may achieve the mastery upon which further learning will be built. The purpose of the Academy is also to foster productive attitudes toward work, family, and community. When students have a positive attitude toward school, their perception of "school" transforms. Both in-class preparation and after school instruction are provided to ensure a higher level of achievement for each student.



Our students will enter high school ready to tackle any academic challenge and will excel in the STEM subjects.

To that end we strive to:

Establish an effective character education program embedded in curriculum

High staff retention rate

Excellent parent and student satisfaction

Provide engaging, diverse, and effective extracurricular activities

Productive community involvement

We have a culture built on a common set of values, student, teacher, and parent accountability, and high expectations all resulting in high levels of student achievement. Our administrators, teachers and guardians have high expectations of our students and students have high expectations of their teachers.

There is a sense of teamwork involving everyone from parents, administrators, businesses and bus drivers. Everyone is working toward a single goal; student achievement. Our teachers have a thirst for teaching and students develop a thirst for learning. Uncertain futures brim with unlimited opportunity in our school. Our students are enthusiastic when talking about their school, their success and their future.

While our new students often come from referrals from our students and their families, we continually reach out to the community to share the services we offer. HSA Cleveland High has high percentage of low income and minority students from inner-city population.

Our curriculum is dedicated to providing a diverse population of students with an outstanding education focused on math, science and technology. The curriculum is designed to ensure 100% student proficiency on state standards in math, science and English Language Arts.

Horizon Science Academy Cleveland High School implements a standards-based, college-preparatory curriculum giving the staff flexibility to adapt instructional strategies in order to meet the needs of the students.

Curriculum maps and unit plans provide the framework for the detailed weekly lesson plans that the teachers complete with their grade-level partners. A shared drive makes plans accessible for reference by students and staff. These plans specify the daily activities and assessments that teachers use to teach and measure progress and to ensure that all homework and class work are aligned to standards.

We have fully implemented the guidelines of ODE and continue to work to provide all high school students the opportunity to be educated in STEM fields. Our highly qualified teachers meet the



requirements of the plan and they work extremely hard to create and monitor students both on-track and not-on-track according to the Guarantee. Working in combination with the Director, Instructional Coach, and Instructional Coordinator, the building Title One reading teachers will provide the needed daily or weekly reading interventions for the student's not-on-track and will provide support using the state recommended leveled literacy program.

All grade levels from are provided instruction through innovative, student-centered learning. Classroom teachers consistently reflect and assess daily instruction through formative and summative assessments. The educational program for each grade level consists of 90 minutes of reading (including a writer's workshop), 90 minutes of math, and 45 minutes each of science and social studies. As stated in the previous section, our curriculum is researched, designed, and aligned with the Ohio Content Standards by Concept School's curriculum team.

Horizon Science Academy Cleveland High School uses the curriculum provided by the management company, Concept Schools, which have been used in 32 charter schools within the network. English Language Arts and Mathematics are aligned to Common Core State Standards while others are aligned with Ohio's Learning Standards and National standards as well as the Ohio Core.. Within Concept Schools, a committee was established to map the curriculum to the standards reviewing sample guides from publishers and other supplemental materials.

Horizon Science Academy Cleveland High uses POWERSCHOOL, the information system that provides access to master curricula prepared by experts at the central office and all other curricula of all teachers within the network in all grades and subjects. Concept Schools Department heads of each subject area create the scope and sequence, guides teachers with the pacing, and selects and reviews the resources. They provide continuous professional development by visiting each region/school a couple times a year or via digital communication. Teachers are responsible for collaborating and creating their lesson plans and assessments according to the curriculum provided. Teachers see all accommodations needed for each IEP students in their curriculum module and prepare needed differentiation accordingly aligned with the Common Core and Ohio Standards.

After teachers copy the master curricula to their curriculum, they modify it according to the needs of their students. After the special education department uploads all accommodations for each student with an IEP, classroom teachers or subject teachers see the accommodation in their curriculum and make necessary differentiation accordingly. Special education teachers, Title and ELL teachers collaborate with classroom teachers or subject teachers. They follow the curriculum and plans of the classroom teacher but provide different research based strategies and resources to accommodate students' needs. According to current federal policies, state assessments given for the purpose of system accountability for student achievement are to be aligned to the state academic content standards, and independent studies must describe that alignment. Local education agencies, with highly qualified learning and behavior specialists who have precise knowledge and skills for delivering a continuum of services, should utilize content aligned,



researched based interventions, curricula and accommodations for IEP and ELL students who will be assessed by local and federal assessments. This can help teachers and parents ensure that students are appropriately instructed in a curriculum based on grade-level standards that will be assessed. Materials should be selected by demographic needs that align to a school's action plan, sub group categories and promote strategic student achievement.

Concept Schools Curriculum directors update and revise the curriculum according to new data, programs, needs, and resources every year. Teachers provide feedback about their experiences with each unit in the curriculum. Instructional coordinator and instructional coach support teachers in implementation of the curriculum and strategies. In ELA and Math our teacher works each year to update the vertical progression guides that align with school curricula. Further evaluations take place via the data analysis meetings as we identify students on track and not on track.

Curriculum directors at the central office have the responsibility of researching new curriculum resources and instructional materials. Teachers and schools may request new supplemental resources. In that case, the curriculum directors review and evaluate the effectiveness of any request.

There are couple different checkpoints to follow successful implementation of the curriculum.

PowerSchool allows teachers and administrators an online access to their curriculum.

Teachers are asked to copy the master curriculum and build on it.

Teachers are asked to post their daily lesson plans by a certain time of the week which will then be checked by the coordinator.

Curriculum directors also check teachers' plans and provide feedback from time to time.

Director and Instructional Coordinator oversee the implementation in the classroom by their informal observations, walkthrough and formal evaluations.

Frequent assessments with item analysis and progression guides reflect the effectiveness of the curriculum and implementation.

In the English Language Arts subject HSA Cleveland High has adopted the Houghton Mifflin Journeys curriculum, along with Scholastic Traits Writing. Journeys include specific RTI lessons that aligned to the common core, including progress monitoring assessments and benchmark and unit tests. This curriculum was selected by our management office after reviewing curriculum from a variety of publishers. In addition, this curriculum was aligned to the socio economic and academic needs of our students.

The ELL curriculum is from McGraw Hill's Las Link and Rosetta Stone. These two address all the language assessment needs and measures the students' progression in lesson plans, instructional tools and benchmark assessment.

In the area of Math, HSA Cleveland High uses McGraw Hill's Math Connects and various supplemental resources including the online resource of MyMath. Our version of Math Connects is aligned to the National Math Standards. However, by using the supplemental materials we are



able to align the curriculum to the Common Core. Math Connects also has a blended instruction piece aligned to the RTI, as well as a comprehensive assessment piece. Balanced instruction is also a critical piece to the curriculum.

In Social Studies and in Science we use a variety of online and supplemental resources to meet the Ohio Learning Standards. Both subjects use a variety of hands on projects to simulate real world experiences and global application. A majority of our field trips are also aligned to the Science and Social Study standards. Project based learning is utilized for all students learning needs.

Description of classroom-based and non-classroom based learning opportunities and explanation of how the learning opportunity ties into curriculum and mission

HSA Cleveland High utilizes many classroom and non-classroom based opportunities for student learning. Classroom based learning include technology integration, Ipad, Chromebooks, Study Island, manipulatives, cooperative learning groups, center based activities, and project based learning that helps to create a system that focuses on student centered learning. Non-classroom based student learning activities include field trips, science fairs, Robotics, tutoring, clubs, Saturday school, various math and ELA competitions all of which prepare the student for college and career readiness.

A balanced literacy approach is used in ELA to align the standards to common core. A focus on a backward design approach allows students to think independently and to draw their own conclusions. In Science and Math we are able to integrate real world experiences with the students utilizing hands on projects and field trip. Various community members such as CSI visit the school, choose a theme and an all-day hands on experience is gained.

HSA Cleveland High creates and selects activities based on the needs of the students. Making sure Common Core, Ohio Core, and Learning standards aligned to the activities chosen to promote students centered learning within the school. Teachers, resource staff, and administration are involved in making sure activities are selected to meet the needs of students.

Through formative and summative assessments, surveys, and teachers/students input we evaluate the effectiveness and the appropriateness of activities. Ongoing professional development, walkthroughs, and formal evaluations assist the administration to making sure the activities provided are appropriate to our demographic and students learning.

Classroom based learning:

Rather than adhering to a single teaching philosophy or instructional model, our implementation design draws on best practices from the field and research to define a set of core instructional practices. Our teachers will utilize a unique mix of the following research-based instructional strategies:

Direct teaching

Differentiated instruction

Problem-based learning



Collaborative learning

Data-driven instruction

Use of technology

Use of these techniques provides an engaging, dynamic learning environment for students to explore the questions they have about the world and ways to positively contribute to the world around them. We will utilize a variety of instructional approaches to teach advanced concepts and thinking skills in mathematics and science, as well as other disciplines.

Non-Classroom based learning:

Aside from our evidence-based and student-centered model, Horizon follows the Concept School's design, which includes many innovative and unique features. Due to the effective, distinctive school model, students and teachers look forward to coming to Concept-managed schools every day. Our design features:

STEM focus

Personalized education

Ongoing assessment of learning

Highly skilled and dedicated staff

Increased student engagement

College readiness for all

Higher standards and expectations

Longer school days and year

Parent-teacher conferences

Home visits

CYSP

International trips

Community partnerships



ATTACHMENT 6.5
RACIAL AND ETHNIC BALANCE

1. Plan to achieve and continue racial and ethnic balance



Racial and Ethnic Balance

Racial and Ethnic Balance- The Academy commits to a plan by which the school intends to achieve a racial and ethnic balance as defined in its enrollment practices.

Marketing Plan – In order to ensure a racial and ethnic balance in our schools, The Academy will vigorously disseminate announcements to the public through as many available routes as is practical, including (but not limited to):

- organizing open house meetings at local public libraries,
- posting and distributing flyers in various communities,
- attending community organizations' meetings of all kinds,
- direct mailings, and
- visiting public and private secondary schools in the neighborhood, after-school programs, youth and community centers, and businesses and civic organizations.

These methods will help ensure that the invitation to hear directly about the opportunities offered to children by The Academy is widely circulated. Furthermore, Concept Schools, our education management organization, has designed an online school profile to provide prospective parents and students a better understanding about our school. Furthermore, prospective parents are able to fill out an application online.

Our outreach strategy will consist of presentations at the facilities of local social service providers, libraries, and common meeting places. Everyone will be invited to presentations about the school and events at the school through primary news and media sources utilizing print media, the Internet, and television. The Academy will collaborate with organizations to publicize events in the community, through the local newspapers. Outreach to professional societies of scientists, engineers, doctors, and researchers will be conducted to engage these types of individuals in the educational program of the school. Systematic efforts for outreach to area universities will also be conducted.

The Academy will use all the methods described above to help ensure that students of all races, languages, disabilities and abilities learn about the opportunities offered to children by our . The Academy does not discriminate against any students based on their intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, national origin, religion, or on any other ground that would be unlawful.

The school will develop bilingual and trilingual materials and have an inclusive message in all school presentations and materials. All marketing materials will be available in English and other languages as needed.

ATTACHMENT 6.7
STUDENT DISCIPLINE AND DISMISSAL POLICIES

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



S31- Student Conduct and Discipline

Revised on June 10, 2017

Second Revision on October 14, 2017

Third Revision on December, 2017

4th Revision on October, 2018

5th Revision on June, 2018

6th Revision on Dec, 2019

7th revision on August 2020

Rev On 2/12/2022

The School has a goal to help every student fulfill his or her intellectual, social, physical and emotional potential. Everything in and about the School has been designed to create an orderly and distraction-free environment in which all students can learn effectively and pleasantly.

To foster this kind of learning environment, the School administrators and teachers shall not allow unacceptable student behaviors **at School**. At School ("at School") includes any instance where students are considered to be subject to the authority of the School **during school, any time while on school property, while enroute to or from school, school bus stops, or at or during any school-sponsored activities**. Examples include, but are not limited to: athletic meets and games, field trips, contests, and concerts. Misbehaviors that occur at such events will be subject to the same penalties as misbehaviors that occur on school grounds. The School maintains its right to discipline actions in violation of this Code of Conduct that occur at School, as defined herein.

All students at School are entitled to the rights guaranteed by the United States Constitution and Bill of Rights, and their rights will not knowingly be denied by the School's mandatory Code of Conduct or by any disciplinary actions taken by the School. Any student who exhibits any of the Unacceptable Student Behaviors listed below or added to this list at a later date will face immediate consequences. These consequences may vary from notification of parents, detention, and emergency removal from a school activity to suspension, expulsion, and criminal prosecution.

All students at School have the right to feel that they are physically, emotionally, and intellectually safe. Therefore, if at any time you feel you are the subject of harassment, hazing, threats, or other intimidating behavior, you should immediately speak to a School administrator about the problem. The situation will be investigated as soon as possible. All reports of this nature will be kept completely confidential.

Similarly, if you are concerned about the safety of another student who seems to be the subject of harassment, hazing, or threats, you should immediately speak to an administrator about the problem. The situation will be investigated as soon as possible. All reports of this nature will be kept completely confidential.

Unacceptable Student Behaviors

Students are considered to be subject to the authority of the school when they are en route to or from school and at school-related or school-sponsored events even though those activities may not take place on school grounds. Some examples include: athletic meets and games, field trips, contests, and concerts. Misbehaviors that occur at such events as outlined below will be subject to the same penalties as misbehaviors that occur on school grounds. The School will not suspend, expel or remove a student



from school solely on the basis of the student's absence from School without legitimate excuse. A non-exhaustive list of misbehaviors and penalties are outlined below:

Level I Misbehaviors:

1. Failing to attend school on time or to attend classes on time (subject to the School's Attendance and Truancy Policies);
2. Failing to attend all assigned classes (subject to the School's Attendance and Truancy Policies);
3. Taking and using the writings and ideas of another and deceptively submitting them as one's own work;
4. Signing the name of another person for the purpose of defrauding School personnel;
5. Cheating on examinations or attempting to obtain answers dishonestly;
6. Engaging in excessive displays of mutual affection;
7. Unauthorized use or possession of beepers, pagers, MP3 players, cellular phones, CD players, laser pointers, video games and similar electronic devices in School;
8. Wearing clothing that does not adhere to the dress code (students are not to dress down on their birthdays and notes will not be accepted on this day);
9. Posting or distributing materials on School property that cause a disruption to the educational process or without appropriate permission ;
10. Failing to serve a Saturday suspension;
11. Playing cards at any time, this includes before and after school and during lunch periods; and
12. Soliciting
13. Any other behaviors or actions that the Principal deems, in his or her sole discretion, impede, obstruct, interfere or violate the mission or philosophy of the School or cause a disruption to the educational environment or as an offense which may result in corrective action.

Corrective Action I

Disciplinary responses, including suspensions, may be used by the Principal or his/her designee to correct Level I misbehaviors. Level I misbehaviors may result in detentions, suspensions, and optional classroom assignments. Disciplinary responses may include, but are not limited to:

- Conference with teacher (with student alone or with parent(s)/guardian(s));
- Conference with administration (with student alone or with parent(s)/guardian(s));
- Contacting Parent/guardian by phone/email;
- Detention;
- In-School Suspension;
- Saturday Suspension;
- Suspension up to three (3) days; and
- Behavioral Contract.

The Administration may utilize school based or agency mediation programs for conflicts between students as appropriate. Related or repeated occurrence of Level I misbehaviors may result in discipline as a Level II misbehavior.

Level II Misbehaviors:

1. Repeated violation of Level I misbehavior.
2. Use, possession, distribution or promotion of tobacco, tobacco product look-alikes, or products intended to replicate tobacco products by appearance or effect including e-cigarettes and vapes.



3. Leaving the School or classroom without permission, in the absence of an emergency declared by the School or Instructor. **LAND HIGH SCHOOL**
4. Engaging in, or causing a disruption on school transportation.
5. Verbally or physically threatening to injure or harm another person or intimidating another person by creating fear for personal safety.
6. Use, possession, distribution or promotion of alcoholic or other intoxicant or coming to School under the influence of alcohol or drugs.
7. Using insulting, degrading, demeaning, obscene, abusive or profane language, including racial, sexual, religious or ethnic slurs, written or verbal, toward students, school personnel or individuals on School property.
8. Failing to adhere to School culture and directives of School personnel when subject to the authority of the School.
9. Intentionally participating in or initiating actions that result in a disruption or interruption to the school or educational process.
10. Gambling.
11. Trespassing, including entering a school to which the student is not assigned without signing in at the office, entering a school from which the student is suspended without permission from the School administration, bringing an unauthorized visitor to the School, or entering unauthorized areas of the building.
12. Intentionally participating in hazing activities.
13. Committing any act of verbal, written, gesture-oriented, or physical sexual misconduct on school property, school buses, at school-sponsored events, or while using school technology resources. This includes "sexting" which is defined as sending, sharing, viewing, or possessing pictures, text messages, emails or other material of a sexual nature in electronic or other form on a cell phone or other electronic device.
14. Engaging in an activity that may create a condition that is unsafe or unhealthy to others.
15. Using the elevator. No students are permitted on the elevator for any reasons (except medical conditions by doctor report). This will be strictly enforced with a 5-day suspension to ensure compliance.
16. Using the copy machine is strictly prohibited.
17. Students are not permitted in unsupervised areas within the School.
18. Bullying, Cyberbullying, Harassment or Intimidation as defined in the School's Anti-Harassment, Intimidation and Bullying Policy.
19. Any other behaviors or actions that the Principal deems, in his or her sole discretion, impede, obstruct, interfere or violate the mission or philosophy of the School or cause a disruption to the educational environment or as an offense which may result in corrective action.

Corrective Action II

- Corrective actions for Level I
- Suspension up-to five (5) days

Level III Misbehaviors

1. Using or bringing weapons, dangerous instruments, explosives, firearms, or knives to School.
 1. A weapon is anything that is commonly used or designed to hurt someone or to put someone in fear (examples: guns, knives, knuckles, clubs, box-cutters etc.)
 2. Knife is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device (including sharp, metal martial arts weapons such as ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury.
 3. "Firearm" has the same meaning as provided pursuant to the "Gun Free Schools Act," 115 Stat. 1762, 20 U.S.C. 7151. At the time this policy was adopted, the above-referenced statute defined a firearm as any weapon (including a starter's gun) which will or is designed to or may readily be converted to expect a projectile by the action of an explosive; including the frame or receiver of any such weapon; and any firearm muffler or silencer; or any destructive device. If the definition of a firearm as provided by the "Gun Free Schools Act



HORIZON

of 1994" changes, then the definition set forth in this policy shall automatically change to conform to it. **EVELAND HIGH SCHOOL**

4. A dangerous instrument is anything that although not specifically designed to hurt someone, can be used to hurt someone or put someone in fear (examples: belts, combs, compasses, etc.).
5. An explosive is any substance that can potentially generate a release of mechanical or chemical energy (examples: firecrackers, cherry bombs, gun shells, etc.).
6. Any object, which closely resembles a weapon or explosive and could put persons in fear for their safety is included in this category (examples: starter pistols, pellet guns, toy guns, smoke bombs, etc.).
7. The prohibited items include, but are not limited to, possession of the following:
 - Knife capable of causing serious bodily injury;
 - Handgun;
 - Rifle or shotgun;
 - BB/pellet/airsoft/paintball firearm;
 - Toy or any look-a-like gun;
 - Destructive device (bomb, grenade, mine, rocket, missile, pipe bomb or similar device);
 - Brass knuckles or metal knuckles;
 - Fireworks;
 - Accelerants (any liquid/aerosol, etc. which may be used to start or perpetuate a fire or other hazardous condition);
 - Tear gas, mace or pepper spray;
 - Bats, clubs, sticks or other instruments of a bludgeoning type (other than for athletics);
 - Razors or razor blades;
 - Spring stick/expandable baton;
 - Throwing star, oriental dart, or any disc having two or more points or pointed blades which is designed to be thrown or propelled; and
 - Taser/Stun gun.
2. Verbally or physically threatening to injure or harm a student or school staff member.
3. Fighting, hitting, biting, pinching, or pushing another student or a staff member.
4. Showing disrespect to teachers or staff and/or using inappropriate language and behavior.
5. Sexual assault as defined by the State Law.
6. Intentionally causing or attempting to cause physical injury or intentionally behaving in such way as could reasonably cause physical harm to another person.
7. Sexual conduct or sexual contact without mutual consent which includes all forms of sexual harassment.
8. Hate crimes.
9. Engaging in drug related activities, including but not limited to:
 - 9.1. Making, selling, or distributing drugs/counterfeit drugs at School;
 - 9.2. Bringing readily identifiable drug use/abuse instruments or paraphernalia to School or having such items in his/her possession; and
 - 9.3. Using or possessing drugs/counterfeit drugs at School.
10. Intentionally burning or attempting to burn property.
11. Stealing, attempting to steal or possessing stolen property.
12. Damaging or attempting to damage property: Any property damaged/broken by the student whether playfully or intentionally is to be repaired or replaced at the parents' or guardians' expense.
13. Forcibly entering a school building locker, classroom, or secured enclosure or area.
14. Extorting or attempting to extort property or money.
15. Falsely sounding a fire alarm, or causing a fire alarm to be sounded.
16. Falsely communicating or causing to be communicated that a bomb is located in or on property.



17. More than one person acting together to intentionally cause harm or injury to another individual.
18. Excessive referrals of Level I and/or Level II misbehaviors.
19. Any other behaviors or actions that the Principal deems, in his or her sole discretion, impede, obstruct, interfere or violate the mission or philosophy of the School or cause a disruption to the educational environment or as an offense which may result in corrective action.

Corrective Action III

Any student may be suspended or referred for expulsion by the School for violation of a Level III offense. Parents will be informed of any Level III misbehavior offense committed by their child as soon as possible by School administration.

See the "Weapons Expulsion" section below for additional information related to required corrective actions for weapons.

Suspension Procedures

Out-of-school suspension is removal of a student from school for a period of one to ten days. During suspension, students are not permitted to participate in extracurricular activities or be on any school property.

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

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

Within one school day after the time of the student's suspension, the Superintendent or principal shall also provide written notice of suspension to the parent/guardian of the student. The notice shall contain:

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



notice of suspension. The principal shall immediately forward this written appeal to the Board of Directors and Board of Directors' appeal hearing designee.

If there are fewer than ten school days remaining, the out-of-school suspension may not be applied to the following school year, but the school Superintendent may require the student to participate in a community service program or other alternative consequences for a number of hours equal to the remaining period of the suspension.

In-School Suspension

If a student is issued an in-school suspension, the school shall permit the student to complete any classroom assignments and homework missed because of the suspension and receive at least partial credit for such completed assignments as determined from time to time by the principal and teaching staff. Furthermore, the principal shall ensure the student is serving the suspension in a supervised learning environment. In no event shall the student receives a failing grade on a completed assignment solely on the basis of the student's suspension.

Out-of-School Suspension

If a student is issued an out-of-school suspension, the student shall be permitted to complete any classroom assignments and homework missed because of the suspension for partial credit. A partial grade reduction of 30% may be applied on account of the student's suspension. However, the student will not receive a failing grade on a completed assignment *solely based* on the student's suspension.

EXPULSION

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

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

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

(2) Provide the student and parent, guardian, or custodian an opportunity to appear in person before the Superintendent or the Superintendent's designee to challenge the reason for the intended expulsion or otherwise to explain the student's actions.



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

1. The reasons for the expulsion;
2. Notice of the right of the student, or the student's parent/guardian/custodian to appeal to the Board of Directors or the Board's designee;
3. Notice that the student/parent/guardian/custodian has the right to be represented in all appeal proceedings;
4. Notice of the right to be granted an appeal hearing before the Board of Directors or the Board's designee to be heard against the expulsion;
5. Notice of the right to request that the hearing be held in executive session;
6. Notice that the School may seek the student's permanent exclusion if the suspension was based on a violation listed in Ohio Revised Code Section 3313.662(A) that was committed when the student was sixteen years of age or older and if the student is convicted of or adjudicated a delinquent child for that violation and that the expulsion may be extended if a juvenile court or criminal proceeding regarding such violation is pending at the time the expulsion terminates; and
7. The date and manner by a student or parent/guardian/custodian may notify the Board of Directors of their intent to appeal the expulsion. If the student or parent/guardian wishes to appeal the expulsion, the request must be submitted, in writing, to the principal within fourteen (14) calendar days of the written notice of expulsion. The principal shall immediately forward this written appeal to the Board of Directors and Board of Directors' appeal hearing designee.

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

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

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

Weapons Expulsion

1. A student must be expelled for one year for Bringing a firearm to the School or onto School Property (any Property owned, used, or leased by the School for school, school extra-curricular activities or school-related events).
2. A student may be expelled for one year for:
 1. Bringing a firearm to an interscholastic competition, an extracurricular event, or any other school program or activity that is not located at the School or on School Property.
 2. Possessing a firearm at School, on School Property, or at an interscholastic competition, an extracurricular event or any other school program or activity which firearm was initially brought onto the property by another person.
 3. Bringing a knife capable of causing a serious bodily injury to School, onto School Property, an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the school or which the school is a participant.
 4. Possession of a knife capable of causing a serious bodily injury at School, on School Property, or at an interscholastic competition, an extracurricular event, or any other



HORIZON

program or activity sponsored by the School or which the school is a participant which knife was initially brought onto the property by another person.

5. Committing an act while at School, on School Property, at an interscholastic competition, an extracurricular event, or any other School program or activity that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property.
6. Making a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat.

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

Knife is defined as cutting instrument consisting of a sharp blade or edge, not to include scissors, wire cutters, or other similar tools determined by the principal(s) to be necessary in the school setting at a particular building or grade level, if used only for the necessary purpose.

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

Emergency Removal

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

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

If a student in grades four through twelve poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process, the student can be removed from school without prior notice of hearing. Written notice of the removal and hearing, which must be held within one (1) school day of the student’s removal, shall be provided as soon as practicable. Students are to remain home during school hours and not attend/participate in school sponsored function(s) pending the hearing. Should an out-of-school suspension be warranted, days of removal may be applied to the days of out-of-school suspension except as set forth above.

PERMANENT EXCLUSION

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

- (1) A violation of section 2923.122 of the Revised Code;





(2) A violation of section 2923.12 of the Revised Code, of a substantially similar municipal ordinance, or of section 2925.03 of the Revised Code that was committed on property owned or controlled by, or at an activity held under the auspices of, a board of education of a city, local, exempted village, or joint vocational school district;

(3) A violation of section 2925.11 of the Revised Code, other than a violation of that section that would be a minor drug possession offense, that was committed on property owned or controlled by, or at an activity held under the auspices of, the board of education of a city, local, exempted village, or joint vocational school district;

(4) A violation of section 2903.01, 2903.02, 2903.03, 2903.04, 2903.11, 2903.12, 2907.02, or 2907.05 or of former section 2907.12 of the Revised Code that was committed on property owned or controlled by, or at an activity held under the auspices of, a board of education of a city, local, exempted village, or joint vocational school district, if the victim at the time of the commission of the act was an employee of that board of education;

(5) Complicity in any violation described in (1), (2), (3), or (4) above that was alleged to have been committed in the manner described in (1), (2), (3), or (4) above, regardless of whether the act of complicity was committed on property owned or controlled by, or at an activity held under the auspices of, a board of education of a city, local, exempted village, or joint vocational school district.

SUSPENSION/EXPULSION OF STUDENTS GRADES PRE-K THROUGH 3

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

The School shall not issue an out-of-school suspension or expulsion to a student in grades pre-kindergarten through three unless the student has committed an act that could result in a one-year expulsion under the Weapons Expulsion rules, described above, or only as necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

Consultation with a Mental Health Professional

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

SUSPENSION/EXPULSION OF STUDENTS WITH A DISABILITY

The School will ensure that all students with disabilities, including students with disabilities who have been suspended, expelled or otherwise removed, receive a free and appropriate education. The School shall abide by Federal and State laws regarding the discipline and removal of a student. Discipline procedures for a student having a disability will follow the procedures outlined in the Individuals with Disabilities Education Improvement Act of 2004 or such successor or replacement law.

Removals of Not More Than 10 Days

The School may remove a student with a disability who violates the code of student conduct from the student's current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten consecutive school days in a manner consistent with the removal of students without disabilities. This also applies to additional removals of not more than ten consecutive school days in that same school year for separate incidents of misconduct or non-consecutive school days, so long as those removals do not constitute a change of placement as described below. The School will not provide services for removals of not more than 10 days.

A change in placement occurs when a student with a disability is removed for more than ten consecutive school days, or through a series of removals constituting a pattern (as demonstrated by the removals totaling more than ten school days in a school year and because of such additional factors the School will consider, on a case-by-case basis, including the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another). Anytime a change of placement occurs, the School will conduct a Manifestation Determination Review, as detailed below.

The School will provide services for removals that constitute a change in placement so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the student's educational goals as determined by the student's IEP team. The School may also conduct a functional behavioral assessment and provide behavioral intervention services as appropriate. The School will notify the parents on the date the School makes a decision to remove a student with a disability because of a violation of the code of student conduct which constitutes a change in placement and will provide the parents with a copy of the procedural safeguards available. The student's IEP team is responsible to determine the alternative setting for services.

Manifestation Determination Review

The purpose of a Manifestation Determination Review is to determine whether a student's misbehavior is a manifestation of that student's disability. Within ten school days of any decision that would change the placement of a student with a disability because of a violation of the student code of conduct, the School will conduct a meeting with the parent, and relevant members of the student's IEP team and review all relevant information in the student's records and information provided by the parent to determine:

- i. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
- ii. If the conduct in question was the direct result of the School's failure to implement the IEP.

The parent will be provided with notice of the Manifestation Determination Review meeting and a copy of the School's procedural safeguards notice. In addition, the parent will be notified of the School's decision on the date a decision is made.

Manifestation:

If the School determines that the student's behavior was a manifestation of the student's disability, the student's IEP team will either:

- i. Conduct a functional behavioral assessment, unless one was conducted before the behavior occurred, and implement a behavioral intervention plan for the student; or
- ii. If a behavioral intervention plan already has been developed, review the plan and modify it, as necessary to address the behavior.

In either case, the School will return the student to his original placement unless the parent and the School agree to a change of placement as part of the modification of the behavioral intervention plan, and except in instances involving a weapon, illegal drugs or serious bodily injury described below.

If the School determines that the student's behavior was not a manifestation of the student's disability, the School may discipline the student in a manner consistent with students without disabilities and will continue to provide services.

Exception for Guns, Drugs and Serious Bodily Injury

Notwithstanding the above, the School may remove a student with a disability to an interim alternative setting for up to 45 school days, without regard to whether the behavior is determined to be a manifestation of the student's disability, when a student commits any of the following at the School, on School premises or at a School function:

- i. Carries a weapon to or possesses a weapon;
- ii. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance; or
- ii. Has inflicted serious bodily injury upon another person;

Appeal

The student or parents have the right to appeal the School's decisions regarding a suspension or expulsion as described above. If the parent disagrees with any decision regarding placement or manifestation determination, they may file for Due Process and request an expedited hearing.

Expulsion Procedures

After a triggering event, anyone can report the event to the Superintendent. The Assistant Principal of School Culture may submit a recommendation to the Superintendent for expulsion. The Superintendent must then give written notice of the intention to expel to the Student/Parent as well as the Treasurer of the Board of Directors. The Superintendent may assign a designee for the initial hearing. This designation can be made informally in an email or memo to the file. The hearing must be conducted within 3 to 5 school days after notice is given. If the expulsion is following an emergency removal, the hearing must be conducted the following school day. After the hearing, the Superintendent or Principal should issue a notice of the decision.

If the expulsion is for more than 20 days, the notice should include information about services or programs offered by agencies that work towards improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion.

Suspension/Expulsion Process Summary

Before a student may be suspended:

The superintendent, principal, assistant principal or principal designee must do both of the following:

- a. Deliver notice of intent to suspend; and*
- b. Provide an opportunity for student to challenge the intent to suspend at an informal hearing with the student before the superintendent, principal, assistant principal, or principal designee.*

Within one school day after the superintendent, principal, assistant principal, or principal designee has determined the suspension to be in effect: The superintendent or principal provides written notice of the suspension to the student/parent.

o Notice includes the right to appeal to the Board of Directors or the Board's designee.



o Notice includes time frame to appeal the suspension^{MY}

o The student may be represented during this appeal and the Board or designee shall make a verbatim record of such hearings.

Before a student may be expelled:

The superintendent must do both of the following:

o Deliver notice of intent to expel; and

o Provide an opportunity to challenge the reasons for the intended expulsion in front of the superintendent or the superintendent designee.

Hearing is held between three and five SCHOOL days after the notice is delivered. Process shall be followed even if student withdrawals

Within one school day after the superintendent has determined the expulsion to be in effect: The superintendent or principal provides written notice of the expulsion.

o Notice includes the right to appeal to the Board or the Board's designee.

o Notice includes time frame to appeal the expulsion, have to provide at least 14 calendar days.

o The student may be represented during this appeal and the Board or designee shall make a verbatim record of such hearings.

Note: A student with a disability has additional protections/procedures that need to be addressed before a suspension/expulsion is to occur.

ATTACHMENT 6.12 ADMISSIONS POLICY

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

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



S18- Admission and Lottery Policy

Rev: June 2017

Rev: October, 2019

Admission to the School is open to any student in grades ___9-12___ who reside in any district in the State of Ohio. The School will not charge tuition. The School will not discriminate in its pupil admission policies or practices on the basis of race, creed, color, religion, national origin, ancestry, sexual orientation, disability, sex, intellectual or athletic ability, measures of achievement or aptitude, or any other basis. All students of the School must be residents of the State of Ohio. Admission is open to students on a statewide basis.

Upon admission of any student with disabilities, the School will comply with all federal and state laws regarding the education of students with disabilities. The School shall not limit admission to students based on intellectual ability, measures of achievement or aptitude, or athletic ability. The School shall not offer or provide incentives to parents of prospective students. Applications are accepted for student admission up to the deadline date for a lottery drawing. Priority for enrollment shall be given to students that reside in the district in which the School is located and returning students. Preference may also be given to siblings of students attending the school the previous year, and students who are children of full-time staff members employed by the school. The preference provided to children of full-time staff members shall be less than five percent of the school's total enrollment.

The School shall not admit students that exceed the capacity of the school's programs, classes, grade levels or facilities. If the number of applicants exceeds the capacity of the school's programs, classes, grade levels, or facilities, students shall be admitted by lottery from all those submitting applications before May first of each school year. When required the lottery will be conducted in the following manner:

1. Each applicant will be assigned a number.
2. The numbers will then be drawn at random at a meeting that will be open to the public;
3. The first number drawn will be first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
4. The School may have a separate lottery and waiting lists for each grade or age grouping

As the School operates and accepts students year round, if other places become available (after the lottery), students are accepted from a prioritized wait list based on the results of the lottery or, if there is

no wait list, then on a first come first serve basis. If a lottery is necessary, it shall take place at a public

location. Notwithstanding the above, in the event the racial composition of the enrollment of the School is in violation of a federal desegregation order, the School shall take any and all corrective measures to

comply with the desegregation order.



S19- Suspended or Expelled Applicants

The School may temporarily deny admittance to any student who has been suspended or expelled from the schools of another Ohio district or an out-of-state district, if the student's suspension or expulsion period set by the other district has not expired. The suspended or expelled student shall first be offered an opportunity for a hearing.

S20- Enrollment and Residency Policy

Rev: June 2017

Rev October, 2018

Rev: October, 2019

Although the School has a statewide open enrollment policy permitting enrollment from any school or district in the State of Ohio, it is still necessary to establish a student's school district of residence before they can be enrolled in the School. The school district in which a parent or child resides is the location the parent or student has established as the primary residence and where substantial family activity takes place. Residence is a place where important family activity takes place during the significant part of each day; a place where the family eats, sleeps, works, relaxes and plays. It must be a place, in short, which can be called "home". One cannot establish a residence merely by purchasing/leasing a house or an apartment or even by furnishing such a house or apartment so that it is suitable for the owner's use. No single factor is determinative; residency will be established by the totality of the circumstances.

The School Governing Authority or its designee shall review the residency records of students enrolled in the School on a monthly basis. The School must provide information sufficient to allow the Governing Authority to verify student residency information. The information should include the following:

- A report of the School's monthly random residence/primary address review of the greater of five (5) or one percent (1%) of the School's enrollment as reported in EMIS/ODDEX/SOES confirming that the School has on file the legally required documentation pursuant to the School's Open Enrollment, Admissions and Residency Policy verifying the student's address and school district of residence;
- The number of student address updates received each month from parents and confirming verification of those addresses/or students;
- A list of every district of residence that has students attending the School;
- A report of any disputes regarding the district of residence; and
- A report on the number of new students that enrolled and provided verification of residence that occurred upon enrollment of every new student that enrolled since the date of the prior monthly verification of residency report documentation

In a month when the Governing Authority does not meet, the report shall be provided to the Governing Authority member for its review.

Upon the enrollment of each student and on an annual basis, the Governing Authority or its designee



shall verify to the state department of education each student's home school district, where they are

entitled to attend pursuant to Section 3313.64 or 3313.65 of the Revised Code.

Upon **initial** enrollment and on an annual basis the following documents can be used to establish proof of residency for verification of a child's ability to enroll in the School and determination of the school district the student is entitled to attend under section 3313.64 and 3313.65. These items must be current, be in the parent's name, and include a street address. The School shall require only one form of proof of residency for enrollment. A post office box address cannot be used to validate residency records:

- Deed or current real property tax bill
- Lease agreement
- Mortgage statement
- Utility statement or receipt of utility installation issued within ninety (90) days of the date of enrollment
- Most current Bank statement available issued to the parent or student that includes the address of the parent's or student's primary residence
- Current homeowner's or renter's insurance declaration
- Paycheck or paystub issued to the parent or student within ninety (90) days of the date of enrollment that includes the address of the parent's or student's primary residence
- Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence that does not conflict with the guidelines issued by the Superintendent of Public Instruction

In the event a student's residency changes subsequent to initial enrollment, updated proof of residency documentation must be provided to the School.

For purposes of the annually verifying student residency, the School shall require either one of the items listed above or a signed statement from the parent or guardian indicating that the student's residency has not changed since the last time proof of residency was provided to the School.

Enrollment is defined as the day all paperwork is completed for the child's entry into school not the first day of school. Parents, guardians, or independent students age 18 and over must promptly notify the School using the documentation listed below when a change in the location of the parent's or student's primary residence occurs.

All custody or court orders pertaining to the family or student must be turned in when asked, or at admission. If our School and the student's home district (district of residency) disagree about residency, this policy shall prevail. In such a case, parents may be asked to provide additional information in order to resolve the dispute; however, the school is not obligated to ask for additional information based on other public schools' policies. The School will provide the other public school district with documentation of the student's residency and will make a good faith effort to accurately identify the residence of the student.



If a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. 11434a, or if a child who is such a homeless child or youth changes temporary living arrangements, the district in which the student is entitled to attend school shall be determined in accordance with division (F)(13) of section 3313.64 of the Revised Code and the "McKinney-Vento Homeless Assistance Act," 42 U.S.C. 11431 et seq.

ATTACHMENT 6.13

ATTENDANCE POLICIES

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including 72 hour automatic withdrawal procedures for students

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



S01- Attendance / Truancy / Withdrawal

2nd Rev: June 2017, 3rd Rev December 9, 2017, 4th Revision October, 2018, 5th rev August, 2020

The State Law requires all students enrolled at the School to attend school regularly in accordance with the laws of the State. The School will:

- keep accurate attendance records of excused and unexcused absences,
- require a parent/doctor's note or some other communication from a student returning from an absence and follow through appropriately if the student does not have one,
- incorporate daily participation as part of the teaching/learning process for each grading period, and require accountability from students to complete work they missed while absent including homework, projects, quizzes, tests and other assignments.

Excused Absences

Under the State's "Missing Child Law", parents or guardians must notify the school by the morning of any school day their child is not attending. The excuse shall be submitted to the attendance office and filed as part of the student's school record. An excuse for absence from school may be approved for one (1) or more of the following reasons or conditions:

- Personal illness such as to prevent attendance at School.
- Illness in the family if a student is age fourteen or older.
- Quarantine of the home.
- Death in the family.
- Observance of religious holidays.
- Court subpoena.
- Necessary work at home due to absence of parents/ guardians.
- Any school approved enrichment activity
- Instruction at home from a person qualified to teach the branches of education in which instruction is required.
- An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.
- Absences due to a student's placement in foster care or change in foster care placement or any court proceedings related to their foster care status.
- Absences due to a student being homeless
- Medical or dental appointment

Unexcused Absences

An unexcused absence does become part of a student's school record. An absence will be marked as an unexcused absence if you:



- fail to bring a written note within two school days following an absence or such other time as may be approved by the administration due to the School's current operating position
- leave school without signing out of school at the office
- are absent from class without permission -including walking out of class
- are absent from school without parental permission
- get a pass to go to a certain place but do not report there
- are absent for reasons not acceptable to the administration and/or
- are absent for transportation, weather, personal issues and non-medical appointments

TRUANCY POLICY

Rev. December, 2017, Rev October, 2018, Rev October, 2019, Rev Dec, 2019

The Board of Directors adopts this policy for the purpose of guiding the School's operator and School staff in addressing and ameliorating student absences. The School will track the attendance of its students and notify parents/guardians of their student's absences and the fact that it is the parent's/guardian's responsibility to cause the student to attend school.

Within one hundred and twenty minutes (120) after the beginning of each school day, the school shall make at least one attempt to contact the parent, guardian, or other person having care of any student who was absent without legitimate excuse from the school as of the beginning of that school day. An attempt to contact a student's parent, guardian or other person having care of the student shall be made through one of the following methods:

- A telephone call placed in person;
- An automated telephone call via a system that includes verification that each call was actually placed and either the call was answered by its intended recipient or a voice mail message was left relaying the required information;
- A notification sent through the school's automated student information system;
- A text-based communication sent to parent's, guardian's or other person's electronic wireless communication device;
- A notification sent to an electronic mail address of the parent, guardian or other person;
- A visit, in person, to the student's residence of record;
- Any other notification procedure that has been adopted by the Board.

This notification requirement shall not apply to students who are in home-based, online, or internet or computer based instruction or in instances where a student was not expected to be in attendance at the school building due to the student's participation in off-campus activities, including but not limited to participation in the college credit plus program.

Intervention Strategies

The School will attempt to work with families to address barriers to regular attendance and support academic success for all students. The School's absence intervention strategies may include any of the following:

1. Providing a truancy intervention plan as described below;
2. Providing counseling for truant students;



3. Requesting or requiring a parent/guardian to attend parental involvement programs;
4. Requesting or requiring a parent/guardian to attend truancy prevention mediation programs;
5. Notification of the registrar of motor vehicles; and
6. Taking necessary or required legal actions.

The School shall not suspend or expel a student solely for being truant.

Notice of Excessive Absence

In the event a student of compulsory school age is absent, with a nonmedical excuse or without legitimate excuse, for 38 or more hours in one school month, or 65 or more hours in a school year, the School shall notify the child's parent, guardian, or custodian of the child's absences, in writing, within 7 days after the date after the absence that triggered the notice requirement.

Habitual Truancy

"Habitual truants," are defined as students that are absent without legitimate excuse for 30 or more consecutive hours, 42 or more hours in one school month, or 72 or more hours in a school year. In the event a student meets the threshold for habitual truancy, the School must take the following steps:

1. The Superintendent/Principal must establish an Absence Intervention Team (hereafter referred to as the "Team").
 - A. The Team must be selected within 7 school days of the student reaching the habitual truancy threshold.
 - B. The Team must include:
 - i. The student's parent or parent's designee, the student's guardian, custodian, guardian ad litem or temporary custodian (collectively referred to hereafter as "Parent");
 - ii. One representative from the school; and
 - iii. One representative from the school that knows the student.
 - C. The Team may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.
 - C. Within 7 school days of the student reaching the habitual truancy threshold, the Superintendent/Principal shall make at least 3 meaningful, good faith attempts to secure the Parent's participation on the Team.
 - i. If the Parent responds but is unable to participate, the Superintendent/Principal shall inform them of their right to appoint a designee.
 - ii. If the Parent does not respond within 7 school days the School shall do both of the following:
 - a. Investigate whether the failure to respond triggers mandatory reporting to the county children services agency pursuant to ORC 2151.421; and
 - b. Instruct the Team to develop an Intervention Plan notwithstanding the Parent's absence
2. The Superintendent/Principal must assign the student to a Team within 10 days of becoming habitually truant.



3. The Team must develop an intervention plan for the student within 14 school days after the student is assigned. The plan is to be aimed at reducing or eliminating further absences. The plan shall be based on the individual needs of the student, but shall state that the School shall file a complaint not sooner than 61 days after the date the plan was implemented, if the student has refused to participate in, or failed to make satisfactory progress on the intervention plan or an alternative to adjudication for being an unruly child.

4. Within 7 days after the development of the plan, the School shall make reasonable efforts to provide the student's Parent with written notice of the plan.

Habitual Truancy within Last 21 Days of School Year

In the event the student becomes habitually truant within 21 school days prior to the last day of instruction of the school year, the School may, in its discretion, either:

- A. Assign a School official to work with the student's Parent to develop an absence intervention plan during the summer. If the School selects this method, the plan shall be implemented not later than 7 days prior to the first day of instruction of the next school year; or
- B. Reconvene the absence intervention process upon the first day of instruction of the next school year.

Exception from Intervention Plan Requirement

If the School has a chronic absenteeism percentage that is less than 5%, as displayed on the School's most recent local report card, it shall be exempt from the requirement to assign habitually truant students to an absence intervention team for the following school year and shall instead take any appropriate action as an intervention strategy. In the event that the intervention strategies fail, within 61 days after their implementation, the School shall file a complaint, provided (a) the school has made meaningful attempts to re-engage the student through the intervention strategies, and any offered alternatives to adjudication; and (b) the student has refused to participate in or failed to make satisfactory progress on any offered intervention strategies or alternative to adjudication.

Complaints in Juvenile Court for Habitual Truancy

The School shall file a complaint in juvenile court, jointly against the student and Parent, alleging that a student is an unruly child for being a habitual truant in accordance with timelines and conditions established by law. As an alternative the School may file an educational neglect action due to the age or non-competency of a young child.

Mandatory Withdrawal

Any student that without a legitimate excuse fails to attend seventy-two (72) consecutive hours will be automatically withdrawn from the school.

Make-up Work for Excused Absences

An absence from school, even for several days, does not excuse you from responsibilities in the classroom on the day you return. If you have an excused absence, you will be given the same number of days that you were absent to make up missed work. To be eligible for make-up work, you must show each teacher the "excused absence slip." On the day you return to school, it is **your responsibility** to find out what work is required and when the work needs to be completed. If you are absent for school-related reasons or for an anticipated or planned absence, make arrangements with your teacher(s) for assignments prior to your absence. For students with excused absences, make-up tests will be scheduled at a time designated by the teacher. It is the



students' responsibility to ask for the test and take the test at that time. If you fail to do this, the teacher is not obligated to set another time for the makeup. If you fail to make up a test without making other arrangements, the teacher may decide not to give you the test. Make-up work is to be picked up by the parent/guardian or family member ONLY. We will **NOT** allow make-up work to be sent home with other students unless they are siblings in the same household.

Make-up Work for Unexcused Absences

If you have an unexcused absence, your grade(s) in a class or classes will be affected in one of these ways.

- You may not make up work following an unexcused absence.
- Unexcused absences may result in an "F" or "zero" for the day in each class missed.
- Teachers are not obligated to allow you to make up quizzes or tests.

Attendance Procedures

The procedures set forth below are developed for daily in school participation and may be modified or adjusted as necessary when the school may not be offering in school participation due to mandatory closures required by the State, the Ohio Department of Education, or local or state health department recommendations.

Daily Attendance Procedures.

1. Every teacher with a second period class is responsible for providing the office with attendance. Attendance is to be input directly into the student information system before 10:00am. A hard copy will no longer be provided.
2. The designated school employee will then investigate each absence unreported by a parent. Each student's home phone number and/or parental cell number must be called by school reach, auto phone call software. A note of the result of each phone call must be reported on the Daily Attendance Log in the Student Information System.
3. The designated school employee inputs into the database daily attendance for each student.
4. Copies of Daily Attendance sheets are available to staff and administration on request.
5. When a student has reached 30 hours of unexcused absences a letter of warning is mailed home to the parent.
6. If a student has reached 60 hours of unexcused absences a letter requesting a parent meeting is sent via certified mail to the parent. If a temporary illness is preventing the student from regular attendance home instruction will be suggested.
7. If a student reaches the required number of hours to be a Habitual Truant the procedures set forth above must be followed.
8. A student that has been absent without excuse for more than 10% of the required attendance days and has failed two or more required subject areas shall result in the student failing the grade.

Documenting Attendance for separate class periods

For schools with period-based scheduling, the classroom teacher will take attendance every period to ensure students are present in every class. If a student is absent from class without a legitimate excuse at any time during the school day that time will be accounted for to the nearest hour by the teacher and reported to the office for attendance. Students who are present in the building but not in their scheduled classes and do not have a legitimate excuse will not get credit for attendance for that class. If a student is missing class with a legitimate and approved reason,



such as being in the nurse's office, counselor's office or receiving remediation, the teacher will not count the student as absent.

Documenting Attendance for Non-Classroom Based Learning Opportunities

Any student's instruction time in non-classroom-based learning opportunities shall be certified by an employee of the community school. The School will use a Non-Classroom, Non-Computer Based Log for purposes of documenting non-classroom based learning opportunity attendance. The documentation will be separated between Computer Based Learning Opportunities and Non-Computer, Non-Classroom Based Learning Opportunities and shall include the following elements:

- i. Student Name and SSID
- ii. Brief Description of learning opportunities
- iii. Dates and times of actual learning opportunities
- iv. Total of verified learning opportunities time
- v. Signature of teacher verifying the reported learning opportunities.

ATTACHMENT 7.2

REPORTS TO SPONSOR

The School must report to Sponsor all items required by contract and by the Ohio Department of Education and Workforce, including, but not limited to:

- Current roster of staff by position, including notations on licensure and FBI/BCI&I completion
- Current roster of Board members, including contact information and notations on training completion and FBI/BCI&I completion
- Schedule of regular Board meetings, including dates, times, and location
- Notice of all regular, special, or emergency Board meetings
- Copies of all approved and signed Board minutes, after every meeting
- Monthly financials, either board-approved or Alternate Financial Review
- Board-approved five-year forecast, whenever updated, but at least by November 30 and May 31 of each year
- CCIP, SOES, OEDS-R Administrator Information
- School calendar
- Special education program information and compliance
- Progress on internal and state-wide assessments, performance index scores, value-added growth, and success of mission-driven programs
- Lease/rental agreement or mortgage/deed
- Building inspection certificates – fire and health department inspections, building permits, Certificate of Occupancy, etc.
- Current school environment report from the health department; any asbestos management plans, if applicable
- Inventory per Board's Fixed Assets Policy
- Articles of Incorporation, Code of Regulations, Employer ID No., IRS Determination Letter (if any), supplemental bylaws or policies
- Current emergency management plan as filed with the Ohio Director of Public Safety
- Approved and updated technology plan
- Any staff, student, safety, Board, and other school policies or procedures, upon Sponsor's request
- Structural organizational chart
- Any required/requested information in document management system, on a timely basis
- Any other required/requested information to comply with the Sponsor's obligations to ensure the School's compliance with all applicable laws and regulations and the terms of this Sponsor Contract

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

ATTACHMENT 8.2
DISMISSAL OF EMPLOYEES

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



O-11- School Closure Policy

In the event that the charter school's contract is terminated or not renewed, resulting in the school closure, and/or the school board decides to stop the educational services of the school due to various operational issues such as lack of funding and low student enrollment, no later than 60 days prior to its closure, the school will notify all its employees of termination of their employment and/or contracts, and notify benefit providers of pending termination of all employees.

The school will also notify the employees of termination of all benefit programs, and, will terminate all programs as of the last date of service in accordance with applicable law and regulations. Since the Association for Visionary Schools (AVS) will continue to sponsor the school's existing medical and dental insurance plans, employees will be eligible for COBRA benefits. Thus, the AVS will work with the insurance carrier to provide the school's employees with specific information about their COBRA rights as well as general information about how they can obtain medical and dental insurance through alternative methods (e.g., exchange program, spouse insurance, and etc.).

In addition, the school has already established an Employee Assistance Program (EAP) which is designed to provide professional support for all employees at no cost to the employees. In the event that the school has to close its doors, all employees will be encouraged to seek additional help through its EAP program.

P56- Discipline and Termination

The School retains its right to discipline or terminate the employment of any employee at any time, with or without cause at the School's sole discretion.

With the exception of substitute employees and temporary employees (one year or less), these policies apply to all employees of the School, including certified, classified, and administrative personnel, and apply to all job-related activities of such employees.

Bases for Disciplinary Action: The following is a partial list of acts, which, if performed by an employee in the scope of employment, may constitute grounds for disciplinary action, up to and including termination:

- Insubordination, including the willful refusal of an employee to perform an assignment or to comply with a directive given by the employee's supervisor.
- Unprofessional job-related conduct.
- Incompetence or inefficiency in the performance of duties.
- Corporal punishment of students.
- Improper conduct toward students and/or other employees.



- Conduct in violation of any School policy or established expectation of performance.
- Conviction of a felony related to the employee's employment, or which seriously impairs the employee's ability to perform his or her assigned duties.
- Serious misconduct related to the employee's job.
- Abuse of the School's sick and personal leave policy.
- Excessive tardiness.
- Excessive absenteeism.
- Unexcused absences from work.
- Gross negligence or gross carelessness in the performance of duties.
- Use of School property for personal gain.
- Negligent or willful damage to School property.
- Gross waste of School supplies or equipment.
- Dishonesty or falsification of any information involving the School, including grades, credits, data on forms, employee records, or any other information involving the School.
- Possession of alcohol or other intoxicants or illegal narcotics, or other controlled substances without prescription on school property or at any school function.
- The use or distribution of or being under the influence of alcohol or other intoxicants or illegal narcotics, or other controlled substances without prescription on school property or at any school function.
- Deliberate conduct which has the apparent purpose of exposing the School to embarrassment, censure, ridicule, or reproach.
- Verbal and/or physical fighting on school premises or at any school related activities.
- Falsification of records or data with intent to defraud.
- Sexual misconduct which deviates from the ordinary standards of morality prevalent in the area served by the School.
- Harassment.

This list is not a complete list of acts worthy of disciplinary action. The Principal reserves the right to determine when disciplinary action is appropriate and the degree of disciplinary action to be administered, including termination.

Persons Authorized to Initiate and Carry Out Disciplinary Actions

Verbal and written warnings may be issued by the Board of Trustees, the Principal, administrators, or other supervisory personnel relative to employees under their jurisdiction.

P57- Termination of Employment

Resignation

Employees who resign from the School should give at least a thirty days (30) notice. The letter of resignation should state fully the reason(s) for leaving and should be turned in to the employee's supervisor.

The resigning employee should relinquish all property of the School at the time of departure. Any applicable mandatory and optional, authorized deductions will be made from the employee's last paycheck. The School reserves the right to withhold the remaining paycheck(s) of the resigning employee until all property of the School is returned or until all outstanding payments in excess of the amount of the paycheck(s) have been made to the School.

The School reserves the right to pay the resigning employee for the notice period and accept the resignation immediately.



Involuntary Termination of Employment

Employment with the School is at-will and may be terminated by the School at any time with or without cause and with or without notice. Employees will be paid for all work performed through the effective date of the termination of their employment. The School reserves the right to withhold the remaining paycheck(s) of the resigning employee until all property of the School is returned or until all outstanding payments in excess of the amount of the paycheck(s) have been made to the School. All applicable mandatory and optional, authorized deductions will be made from the employee's last paycheck.

ATTACHMENT 8.3

EMPLOYEE BENEFITS

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

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



P17- Teacher Coverage / Substitute Hours

Any faculty member who volunteers his or her free periods to stand in for an absent colleague upon request from administration shall be entitled to receive additional stipend compensation as follows:

- The faculty member shall be compensated at a taxable rate of \$20 per period, if substitution is not included in his/her workload.
- If substitution **is** included in his/her workload established at the beginning of the school year, he/she shall not be entitled to an additional stipend.

Workload is defined for each teacher by the administration at the beginning of the school year. Upon completion of the substitution, the faculty member shall fill out the “Extra Hours” form.

Teacher shall perform all other duties assigned by the administrator(s).

P18- Saturday School

Faculty members with Saturday schools assignments or after hours teaching assignments will be entitled to receive a stipend of \$20 per period, not to exceed \$100 per day. Upon completion of the assignment, the faculty member shall fill out the “Extra Hours” form.

P19- Other School Functions

If a faculty member works for other school events such as open house, enrollment etc., on days that are not contracted working days; he/she shall be entitled to receive a stipend of \$15 per hour not to exceed \$150 per day. Staff members will be paid a stipend of \$15 per family visit. Upon completion of the task, the faculty member shall fill out the “Extra Hours” form.

P20- Worker’s Compensation

All School employees are covered by the Workers' Compensation Act. If you are proven to have been injured in the course of your employment, this incident will be considered an industrial accident and will be processed under Workers' Compensation system. On allowed claims, Workers' Compensation pays for the lost time, medical bills, and disability claims by a formula set by State law.

It is expected that employees will exercise caution to protect themselves as well as their fellow workers, students and visitors from injury. Employees injured on the job must report the injury immediately to their supervisor and fill out an injury report as soon as possible. An employee's failure to promptly report an injury in the workplace may render the injury non-compensable. Employees who witness an injury to a student, employee or visitor should promptly complete a witness report.



P21- Pension

Employees who enter the School as members of the State Teachers Retirement System or the State Employment Retirement System will continue their participation, if permitted pursuant to current law. The employees will contribute at the rate established by the State Retirement Systems. The School will also make all employer contributions as required by the State Retirement Systems. The School will also make normal contributions for workers compensation insurance, unemployment insurance, and all other payroll obligations of an employer.

P22- Health Insurance

HSA Cleveland High/ Cleveland Middle/Denison Middle/Lorain/ Toledo/Springfield and Noble Academy Cleveland

Revised on February, 2023

All employees who work thirty (30) hours or more per week will be eligible for medical and dental insurance benefits offered by the School. Under the present plan, the school will pay 80% of the medical and dental insurance premium for the benefit-eligible employees who completed their 4th year or more as of August 31 at the school. The employee is responsible for paying the remaining 20% of the premium through payroll deduction. The school will pay 70% of the medical and dental insurance premium for all other benefit-eligible staff. If the employee discontinues the payroll deduction for the insurance premiums, the school will cease its contribution towards the insurance premiums. Details regarding insurance coverage should be available in the materials distributed regarding each plan. The School reserves the right to modify its plans and benefits at any time.

HSA Youngstown:

Revised on May, 2022



All employees who work thirty (30) hours or more per week will be eligible for medical and dental insurance benefits offered by the school. Under the present plan, the School will pay 90% of the medical and dental insurance premium for the benefit-eligible employees who completed their 4th year or more as of August 31 at the school. The employee is responsible for paying the remaining 10% of the premium through payroll deduction. The School will pay 80% of the medical and dental insurance premium for all other benefit-eligible staff. If the employee discontinues the payroll deduction for the insurance premiums, the school will cease its contribution towards the insurance premiums. Details regarding insurance coverage should be available in the materials distributed regarding each plan. The School reserves the right to modify its plans and benefits at any time.

P23- Continuing Health Care Coverage (COBRA)

Under federal law, employees and their dependents have the option of continuing health insurance coverage at their own expense upon the occurrence of certain qualifying events. Those events include: the death of the employee; termination of the employee (including voluntary termination and leaves of absence, but not including discharge for gross misconduct); divorce or legal separation of the covered employee from his or her spouse; the employee's becoming entitled to Medicare coverage, or cessation of dependent child coverage under the terms of the insurance policy. In the case of divorce or legal separation or cessation of dependent child coverage, you must notify the Principal or designated person in order for your spouse or dependents to exercise their option of continued coverage. For more information on COBRA contact the Principal or designated person.

P24- Employee Leave

Whenever teachers or other school employees are going to be absent, they are to notify their supervisor as soon as possible so that appropriate substitute arrangements can be made. All teachers are required to have an updated substitute folder on file in the main office.

P25- Travel

Revised on August, 2021



The Principal shall have the authority to

- 1) Approve any out of School travel by School employees or official School groups, and
- 2) Approve transportation necessary for out of School travel.

Any out of School travel must adhere to the Student Transportation Policies or the School Van Transportation Policy as applicable.

Any employee or group expecting reimbursement of travel expense(s) must have approval of the Principal prior to incurring expenses.

P26- Jury Duty

An employee summoned to serve as a juror shall give reasonable notice to the Principal prior to starting service as a juror. Any school employee who is officially called to serve on a jury will be compensated for the difference between his/her regular salary and the stipend paid for jury duty. On his/her return, the employee must provide official documentation of his/her jury duty.

P27- Professional Leave

Whenever a school employee is excused by authorized officials to attend any educational meetings, no deduction shall be made in the employee's salary for absences from school for attending such meetings.

Teacher's requests to attend workshops and conferences at the School expense and during the regular school term should be planned in cooperation with the Principal. Approval will be given to as many teachers as possible, funds permitting, to attend workshops and conferences in areas of their interest.

Parent-teacher conferences are considered as work days. Any absenteeism on such days will be considered personal/sick day.

P28- Sick and Personal Leave

HSA CHS, CMS, DMS, Lorain, Youngstown

Rev on: June, 2021

Rev on: October 2022

Rev on: February 2024

Each full-time employee will be allowed **ten** days of paid sick or personal leave per full contract year. Full time employees who have worked for the Academy for a total of 200 or more days during the contract year will be allowed **11** days of paid sick or personal leave. Full time employees who have worked for the Academy 210 or more days during the contract year will be allowed



twelve days of paid sick or personal leave. Sick and Personal leave cannot be used the day before or the day after school scheduled holidays.

Absences for one or more full days may result in a reduction of pay if available leave time is exhausted, in accordance with the law. Any sick and personal time taken beyond allowed (eight/nine/ten) days will be deducted in the employee's next appropriate paycheck at a rate of employee's daily salary. Full time employees, who are employed for the entire contract period and who do not use all of their sick and personal days, will be compensated \$200.00 for each unused sick and personal day. Days not used during the year will not be carried over to the next school year. Sick and Personal Time may be used in increments of 1 hour or more. The Principal may consider special requests for time off outside of these parameters.

Full time employees terminating employment during the contract year will be paid for the accrued personal and sick days by the above-mentioned rate.

Part-time and full-time employees must request time off from work at least two working days in advance using the Employee Leave Form, except for emergencies or illness. The Principal reserves the right to approve or deny requests for time off in his or her sole discretion.

HSA Toledo and HSA Springfield and Noble Cleveland

Rev on: June, 2021

Rev on: October 2022

Rev on: February 2024

Each full time employee will be allowed ten days of paid sick or personal leave per full contract year. Full time employees who have worked for the Academy for a total of 200 or more days during the contract year will be allowed eleven days of paid sick or personal leave. Full time employees who have worked for the Academy 210 or more days during the contract year will be allowed twelve days of paid sick or personal leave.

Absences for one or more full days may result in a reduction of pay if available leave time is exhausted, in accordance with the law. Any sick and personal time taken beyond allowed (eight/nine/ten) days will be deducted in the employee's next appropriate paycheck at a rate of employee's daily salary. Full time employees, who are employed for the entire contract period and who do not use all of their sick and personal days, will be compensated \$200.00 for each unused sick and personal day. Days not used during the year will not be carried over to the next school year. Sick and Personal Time may be used in increments of 1 hour or more. The Principal may consider special requests for time off outside of these parameters.

Full time employees terminating employment during the contract year will be paid for the accrued personal and sick days by the above-mentioned rate.



Part-time and full-time employees must request time off from work at least two working days in advance using the Employee Leave Form, except for emergencies or illness. The Principal reserves the right to deny requests for time off in his or her sole discretion.

Blackout Periods

The school has identified “blackout periods” during which paid time off (PTO) requests cannot be approved.

Designated black-out periods include:

- The first 3 days of student attendance for the academic year
- The last 3 days of student attendance for the academic year
- Any day before a scheduled break and/or day off
- Any day after a scheduled break and/or day off
- The duration of state testing administration
- Days on which parent-teacher conferences are being conducted

Additionally, personal leave cannot be used for more than 3 consecutive work days without expressed approval.

Personal leave during a Blackout period or for a duration exceeding the above listed limit must be approved by the school principal or his/her designee and will only be approved in specialized situations. Submit such requests to the designated employee in writing, via email, not fewer than 4 weeks in advance of the period.

In the event that a blackout period must be added to the calendar, at least 30 days written notice shall be given prior to the implementation of the blackout period.

P29- Maternity Leave

A full-time female employee is entitled to thirty (30) calendar days of paid leave during the postpartum period where she is incapacitated as a result of having given birth. The paid leave shall start immediately following childbirth and shall run for thirty (30) consecutive calendar days. This policy applies to full-time female employees only. Any leave taken shall run concurrently with any leave available under the Family & Medical Leave Act (to the extent applicable to the School).

Parental Leave: A full-time employee who becomes a new parent is entitled to three (3) days of paid parental leave. This policy applies to full-time employees only. Any leave taken shall run concurrently with any Maternity Leave available (if applicable) and with any leave available under the Family & Medical Leave Act.



P30- Family and Medical Leave without Compensation (FMLA)

Eligible Employee

An active, full-time or part-time employee of the School is eligible for family and medical leave under The Family and Medical Leave Act of 1993 (“the Act”) provided that on the date the employee requests leave, the employee:

1. has been employed by the School for at least 12 months; and
2. has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of leave.

Purpose of Leave

The School grants family and medical leaves of absence to such “eligible employees” for the following:

1. the birth of an employee’s child or to care for the newborn child;
2. the placement of a child with the employee for adoption or state-approved foster care;
3. the care of an employee’s spouse, child, or parent (“family member”) who has a serious health condition; or
4. the employee’s own serious health condition (as defined in the Act).

Length of Leave

An eligible employee is entitled to a total of 12 workweeks of unpaid leave within a 12-month period. Leave taken for the care of a newborn child or placement for adoption or foster care must be taken as an uninterrupted, continuous leave of absence and must be taken within 12 months of the birth or placement of the child. If both a husband and wife are employed by the School, and are eligible for leave, except for leave due to the employee’s serious health condition, the two may take a combined total of 12-weeks. Intermittent leave or a reduced schedule may be approved for the employee’s serious health condition or a family member’s serious health condition where medically necessary and where the need for such leave is best accommodated through such scheduling. Available leave will be calculated by determining the amount of leave used by an employee for the twelve (12) months prior to each day for which leave is requested and subtracting that number from the total of days equal to twelve (12) work weeks. This is referred to as the “rolling method” of calculation. Leave time may be affected by special rules which apply to instructional employees who request or take leaves near the end of the school term and/or who take intermittent or reduced leave. The School may require an instructional employee to continue a leave until the end of the school term in certain situations permitted under the FMLA regulations.

Substitution of Paid Leave

An employee FMLA leave due to the employee’s serious health condition must substitute all accrued sick leave, unused paid vacation, personal leave and paid time off, if applicable, before continuing leave on an unpaid basis. An employee taking leave for reasons other than an employee’s own serious health condition must exhaust all accrued unused paid vacation, personal leave and paid time off before continuing leave on an unpaid basis. Any FMLA leave, whether



paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement. When it is necessary to make per diem deductions to an employee's salary due to days not worked and taken off without compensation, the following formula will be used:

$$\text{Annual Salary} / \text{Days in Official Calendar} = \text{Per Diem Salary}$$

"Official Calendar" means the annual period employees are required to work and may mean different periods for administrative, instructional and staff employees.

Employee Notification Requirements

If an employee expects to take FMLA leave, the employee must notify the School's Principal of the intention to take leave at least 30 days in advance of the expected leave. Following proper notification, the employee must complete a Leave of Absence Request form and provide any required medical certification. If the need for leave is not foreseeable, the employee must provide notification of leave to the School's Principal as soon as is practicable under the circumstances. An employee's failure to provide 30 days advance notification for foreseeable leave may result in a delay of leave.

Medical Certification

An employee who takes leave for the employee's serious health condition or to care for a family member with a serious health condition must submit to the School's Principal written medical certification of the need for such leave from the applicable health care provider. Failure to provide the certification in a timely manner may result in a delay of leave. The School may request a second or third medical opinion at the School's expense for verification of an employee's serious health condition. The opinion of the third health care provider, who is approved jointly by School and the employee, shall be final and binding on the School and the employee. In addition, while the employee is on leave, the School may require the employee to provide periodic recertification of the employee's medical condition (not to exceed once every 30 days) and the School may inquire as to the employee's intentions to return to work. An employee on uninterrupted, continuous leave due to the employee's own serious health condition will be required to provide a job-related medical certification of fitness before the employee is allowed to return to work. Failure to provide this certification may result in the delay or denial of job restoration.

Benefits Continuation

The same health care benefits coverage provided to an employee on the day prior to taking FMLA leave will be maintained for up to 12-weeks or as required by law, provided the employee continues to pay any required contribution for benefits. Employees who are on leave are responsible for making this periodic payment of the required contribution to the School (in care of its Principal) at the School's regular address. Upon completion of the 12-week leave, or if an employee fails to return to work at the end of the leave, a loss of coverage will occur, and continuation of health care coverage would be offered through COBRA. An employee who does not return from leave may be required, under certain circumstances provided by the Act, to reimburse School for any employee contributions paid by School while the employee was on unpaid leave.



Special Rules for Educators

The FMLA has special rules affect the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term (semester), by instructional employees. “Instructional employees” are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include, and the special rules do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers. In all instances, the School will comply with the law in accordance with the leave allowed and taken. Any questions about intermittent, reduced schedule, or near end-of-the-academic-year FMLA leave should be addressed to the School’s Principal.

Service Member Leave

A qualifying employee who is the spouse, son, daughter, parent or next of kin of a covered service member may be entitled to up to 26 work weeks of uncompensated leave relative to the care of a service member (“service-member FMLA.”) All such leave shall be in strict accordance with the FMLA, shall be allowed upon the same “rolling” calendar for purposes of calculation, and combined “standard” and “service member” FMLA leave shall not exceed 26 workweeks in a 12 month period.

Job Restoration

An employee will be returned to the same or an equivalent position when the employee returns from family and medical leave, with no loss of benefits accrued prior to leave. An employee who does not return to work at the end of an authorized leave is subject to termination of employment. In the event an employee’s position with School is affected by a decision or event not related to the employee’s leave of absence, e.g., job elimination due to a reduction in force, the employee will be affected to the same extent as if he was not on leave.

Voluntary Relinquishment of Employment

Leave time is limited to the unpaid time allowed under this policy. An employee who fails to return to work when leave time has been exhausted may be determined to have voluntarily relinquished their position with the School.

P31- Funeral Leave

Revised in Feb 2021

For the death and burial of an immediate relative (**husband, wife, child, mother, father, grandfather, grandmother, brother, sister**) of the teacher (employee) or the teacher's (employee) husband or wife, three (3) days of paid funeral leave may be allowed. Absence beyond three days shall be covered by any remaining sick and personal time or at full loss of pay if no sick and personal time

P32- Professional Development and Tuition Reimbursement

Rev on: June 1st, 2019

2nd Rev: April 18, 2020

It is the policy of the School to provide assistance and support to employees to increase the effectiveness of their performance in their present positions, as well as to encourage employees to obtain skills, knowledge, and abilities that may improve their opportunities for career advancement. This policy stems from the view that professional development and continuous learning are necessary to maintain the quality of the staff and their continued readiness and ability to contribute effectively to the mission and goals of the School. The School believes that improving the quality of education is related to the continuous professional development of its faculty members. Therefore, the School encourages its employees to continue their education towards advanced degrees and attend seminars, workshops, conferences, and lectures to enhance their professional knowledge. The School believes that all employees should be genuinely devoted to being a lifelong learner and continuously seek learning opportunities to maximize their professional performance and work efficiency and to prepare for future career opportunities. In order to support the professional development efforts of its teachers and staff, the School adopts the following Policy for Reimbursement for Professional Development Policy.

Eligibility

- An employee is eligible for the benefits provided by this policy and procedures for a position or job-related programs and activities.
- Employees must have the principal's approval prior to signing up for professional development. The principal will approve a requisition form subject to the availability of the funds. The professional development must be job and career related.
- Employees need to be employed at the School during the course term in order to be eligible for tuition reimbursement. If reimbursement is requested for a summer course, the teacher/staff member must have signed a contract for the next school year either with their current School or another school within the Concept Schools network. The tuition reimbursement will be applied towards the fiscal year in which the course is completed.
- Employees are to submit a Tuition Requisition Form through Concept-SIS by September 30th of each year.

Scope

- For the purposes of this policy, professional development programs and activities may include but are not limited to opportunities for on-the-job training, attendance at courses, seminars, conferences, institutes, lectures, meetings, and workshops, and participation in professional and technical associations. Programs shall be classified as position or job-



HORIZON

related, career-related, or educational enrichment based on the judgment of the School Principal.

CLEVELAND HIGH SCHOOL

- For purposes of this policy, tuition reimbursement may include educational courses toward advanced degrees.
- Any exceptions to this policy must be approved by the School Board.

Reimbursement

- If the professional development program or activity is related to the employee's existing or a future position the employee has been retained to fill, and the School requires the employee to attend such program or event, one hundred percent (100%) of the tuition and fees are compensated by the School.
- If the educational program or activity towards an advanced degree is related to the employee's current position or career, and there is a mutual agreement that the employee should attend, the benefits are:
 - Reimbursement of the expenses of seventy-five percent (75%) of the tuition/fees up to Three Thousand Dollars (\$3,000) per School year with the condition that the employee completes the course(s) with a grade of B- or above.
 - If a School Administrator pursues a Master's Degree in Educational Leadership or Instruction & Curriculum or Program Evaluation, Data Analysis, then the School will reimburse the Administrator one hundred percent (100%) of the tuition up to Five Thousand Dollars (\$5,000) per School year with the condition that the employee completes the course with a grade of B- or above. All other classes towards a doctoral degree or a second and or different master's degree will be reimbursed at the 75% rate and up to \$3,000 per School year.
 - Only tuition charges will be reimbursed.
 - Principal's professional development expenses shall be approved by the Superintendent.

Procedures

The employee and supervisor shall jointly discuss professional development goals, review available opportunities, and determine applicable benefits identified in this policy.

In order to receive tuition reimbursement, employees must fill out a reimbursement form through SIS after the course(s) is/are completed. Within ninety (90) days of course completion, the employee must submit a reimbursement form with legible copies of the following:

- Itemized college/university invoice or statement indicating tuition charged and the amount paid.
- The invoice must contain the School's name and address.
- Copies of canceled checks, and credit card receipts will not be accepted;
- College/university grade card/report indicating the applicant's name, quarter/semester, course name(s) and grade(s) for the term.

The School principal shall pre-authorize all travel, related to school business, extracurricular activities, and professional development by school employees.

Staff members are expected to exercise the same care incurring travel expenses that a prudent person would apply if traveling on personal business and expending personal funds.

The School will reimburse **65.5 Cents** per mile for travel with personal vehicles within a 200-mile radius in-state and out-of-state. Whenever feasible, rental vehicles or air travel should be used for trips over 200 miles.

The School will also reimburse the employees for accommodations and meals based on the following:

Up to **\$60.00** per day for meals and up to **\$130.00 per night per room** (excluding taxes) for accommodations.

Employees shall only be reimbursed for work-related travel that is within the scope of their work responsibilities.

The School will not reimburse unauthorized expenses. Unauthorized expenses include but are not limited to alcohol, movies, supplemental insurance on rental cars, fines for traffic violations, and the entertainment/meals/lodging of spouses or guests.

Any exceptions must be approved by the school principal.

Reimbursement Policy

A staff member can make minor purchases or incur travel and professional development expenses out of pocket with the approval of the school principal and can request reimbursement by filling out a Reimbursement Form through Concept-SIS. Purchases made without the Principal's authorization are subject to rejection.

- A. An itemized and readable copy of the receipt must be submitted with the request.
- B. Liquor, tobacco, or any unallowable substances cannot be reimbursed.
- C. Gratuity plus tip payments cannot exceed 18% of net amount due
- D. Gift card purchases cannot be reimbursed.
- E. It is not permitted to pay sales tax unless it is unavoidable.
- F. The reimbursement checks will be issued within **ten business days**.
- G. Expenses older than three months will not be reimbursed.

P34- Moving Bonus

Rev. August, 2016
Rev. April 2018



Relocation is becoming increasingly common in today's world. To be competitive in the employment market and to attract a competent workforce, the School will include a moving bonus incentive as part of the job offer to the finalist whose current residence is at least 50 miles away from the School's site.

All new full-time employees who move from a distance over 50 miles to accept a position at the school are entitled to a one-time moving bonus up to \$2,500. The following guideline based on the distance of the employee's residence (confirmed by a valid driver's license or a recent utility bill) at the time of the job application will be used to determine the bonus amount.

50 miles -100 miles: \$500 (+\$500 if moving from a different state)

101 miles – 200 miles: \$1,000 (+\$500 if moving from a different state)

201 miles – 300 miles: \$1,500 (+\$500 if moving from a different state)

301 miles and over: \$2,000 (+\$500 if moving from a different state)

As outlined above, a new employee who has to move from another state to accept the job offer will be entitled to an additional payment in the amount of \$500 to help defray further expenses such as car registration, obtaining a new driver's license, and etc. The moving bonus will be paid at the second payroll after employment, and will be treated as an additional pay which is subject to applicable payroll taxes. All exceptions to this policy must be approved by the Board of Directors of the School.

P35- Performance Based Compensation (Removed as of October, 2018)

Rev on : Saturday, June 10, 2017

Performance-based compensation policy for principals and assistant principals (Removed as of October, 2018)

ATTACHMENT 9.2

FISCAL SERVICES AGREEMENT

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

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

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



BOARD RESOLUTION

At a meeting of the Board of Directors of Horizon Science Academy Cleveland High ("School") held on December 14, 2024, a quorum being present, the following resolution was duly enacted:

WHEREAS, the School is an Ohio community school sponsored by the ESC of Lake Erie West ("Sponsor"); and

WHEREAS, the Governing Authority ("Board") for the School has entered into a Management Agreement ("Agreement") with Concept Schools ("Operator"); and

WHEREAS, the Agreement includes Treasurer Services be provided by Operator for the School; and

WHEREAS, the recently enacted HB2 requires the Designated Fiscal Officer ("Treasurer") be directly employed or contracted by the Board of the School, unless the Board of the School annually waives this requirement and receives Sponsor approval for the waiver; and

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the School waives the requirement for the Board to directly employ or contract with the Treasurer for the 2025-2026 school year in favor of the treasurer services being provided by the Operator under the above-referenced Agreement and the Board requests approval of the waiver from the Sponsor for the 2025-2026 school year.

Adopted this 14th day of December 2024

DocuSigned by:

B98D5BED5E9443E...

Board President Signature

ATTACHMENT 9.3

FISCAL LICENSURE

1. Treasurer's License

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

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

RAMAZAN CELEP

THIS LICENSE AWARDED TO

OH3063987

EDUCATOR STATE ID

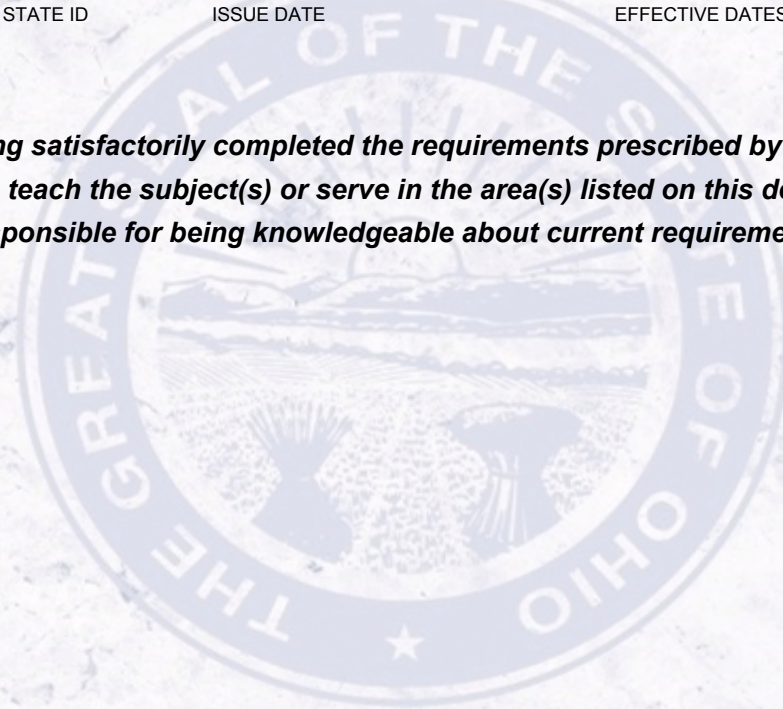
06/29/2022

ISSUE DATE

07/01/2022 to 06/30/2027

EFFECTIVE DATES

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



Stephoni K. Siddens

Interim Superintendent of Public Instruction

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

Credential # 22160498

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

ATTACHMENT 9.4
FISCAL BOND OR POOLED INSURANCE

1. Treasurer's Bond or Insurance Policy Declaration Page

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



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71925388

briefly described as TREASURER HSA CLEVELAND HIGH, HSA CLEVELAND MIDDLE, HSA DENISON MIDDLE, HSA YOUNGSTOWN
HSA LORAIN, HSA TOLEDO, HSA LORAIN SOUTH, HSA AUSTINTOWN, HSA SPRINGFIELD, HSA SPRINGFILE NORTH, NOBLE
ACADEMY CLEVELAND

for Ramazan Celep

_____, as Principal,

in the sum of \$ One Hundred Thousand and 00/100 Dollars, for the term beginning

July 1st, 2025, and ending July 1st, 2026, subject to all

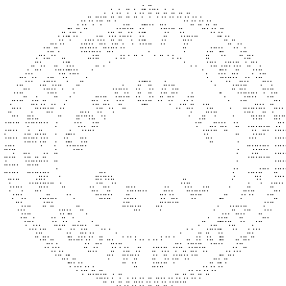
the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 28th day of April, 2025.

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

TREASURER HSA CLEVELAND HIGH, HSA CLEVELAND MIDDLE, HSA DENISON MIDDLE HSA YOUNGSTOWN, HSA LORAIN, HSA
One TOLEDO, HSA LORAIN SOUTH, HSA AUSTINTOWN, HSA SPRINGFIELD, HSA SPRINGFILE NORTH, NOBLE ACADEMY CLEVELAND

bond with bond number 71925388

for Ramazan Celep

as Principal in the penalty amount not to exceed: \$ 100,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 28th day of April,
2025.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

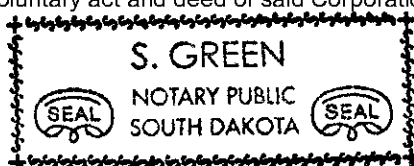
Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 28th day of April, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

S. Green

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71925388

briefly described as TREASURER HSA CLEVELAND HIGH, HSA CLEVELAND MIDDLE, HSA DENISON MIDDLE, HSA YOUNGSTOWN
HSA LORAIN, HSA TOLEDO, HSA LORAIN SOUTH, HSA AUSTINTOWN, HSA SPRINGFIELD, HSA SPRINGFILE NORTH, NOBLE
ACADEMY CLEVELAND

for Ramazan Celep

_____, as Principal,

in the sum of \$ One Hundred Thousand and 00/100 Dollars, for the term beginning

July 1st, 2025, and ending July 1st, 2026, subject to all

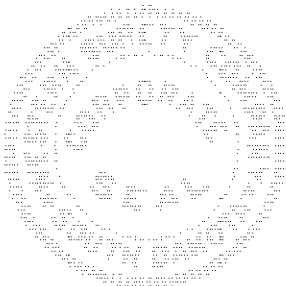
the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 28th day of April, 2025.

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

TREASURER HSA CLEVELAND HIGH, HSA CLEVELAND MIDDLE, HSA DENISON MIDDLE HSA YOUNGSTOWN, HSA LORAIN, HSA
One TOLEDO, HSA LORAIN SOUTH, HSA AUSTINTOWN, HSA SPRINGFIELD, HSA SPRINGFILE NORTH, NOBLE ACADEMY CLEVELAND

bond with bond number 71925388

for Ramazan Celep

as Principal in the penalty amount not to exceed: \$ 100,000.00.

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This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

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Vice President with the corporate seal affixed this 28th day of April,
2025.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

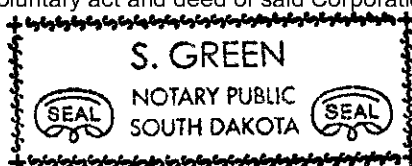
Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 28th day of April, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

S. Green

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



ATTACHMENT 9.5 FINANCIAL PLAN

1. Estimated school budget for every year of the contract

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

HSA Cleveland High

School Year	Estimated Per Pupil Expenditure
2025	\$16,308
2026	\$16,298
2027	\$15,738
2028	\$15,485
2029	\$15,420

FY25 - May 2025 submission

IRN No.: 133629

Type of School: Public Charter School

Contract Term: June 30, 2025

School Name:

Horizon Science Academy Cleveland

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

For the Fiscal Years Ended 2022 through 2024, Actual and the Fiscal Years Ending 2025 through 2029, Forecasted

County: Cuyahoga

	Actual			Forecasted				
	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 2,845,185	\$ 2,355,309	\$ 3,152,831	\$ 3,404,499	\$ 3,472,589	\$ 3,542,041	\$ 3,612,882	\$ 3,685,139
Charges for Services (1500)	739	991		-	-	-	-	-
Fees (1600, 1700)	9,726	7,915	12,399	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	181,379	662,306	348,629	360,429	364,033	374,954	386,203	397,789
Total Operating Receipts	\$ 3,037,029	\$ 3,026,522	\$ 3,513,859	\$ 3,764,928	\$ 3,836,622	\$ 3,916,995	\$ 3,999,084	\$ 4,082,928
Operating Disbursements								
100 Salaries and Wages	\$ 2,188,182	\$ 2,326,350	\$ 2,287,701	\$ 2,425,909	\$ 2,498,686	\$ 2,573,647	\$ 2,573,647	\$ 2,650,856
200 Employee Retirement and Insurance Benefits	(21,479)	502,705	666,605	606,477	642,866	662,152	682,016	682,016
400 Purchased Services	1,240,105	1,307,664	1,243,532	1,298,103	1,337,046	1,377,157	1,418,472	1,461,026
500 Supplies and Materials	105,002	127,353	121,067	154,500	159,135	163,909	168,826	173,891
600 Capital Outlay - New	687,854	562,934	157,908	88,200	90,846	93,571	96,379	99,270
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	187,068	121,808	146,548	156,135	160,819	165,644	170,613	175,731
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 4,386,732	\$ 4,948,813	\$ 4,623,360	\$ 4,729,324	\$ 4,889,398	\$ 5,036,080	\$ 5,109,953	\$ 5,242,791
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (1,349,703)	\$ (1,922,291)	\$ (1,109,501)	\$ (964,396)	\$ (1,052,776)	\$ (1,119,085)	\$ (1,110,868)	\$ (1,159,863)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 1,902,180	\$ 3,184,261	\$ 638,173	\$ 600,100	\$ 606,101	\$ 618,223	\$ 630,587	\$ 643,199
State Grants (3200, except 3211)	574,765	366,369	377,690	300,000	303,000	309,060	315,241	321,546
Restricted Grants (3219, Community School Facilities Grant)	521,174	431,807	313,485	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	-	3,243	-	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	-	5,825	180,000	186,000	193,440	201,178	209,225	217,594
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 2,998,120	\$ 3,991,506	\$ 1,509,347	\$ 1,086,100	\$ 1,102,541	\$ 1,128,461	\$ 1,155,053	\$ 1,182,339
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 1,648,417	\$ 2,069,215	\$ 399,846	\$ 121,704	\$ 49,765	\$ 9,376	\$ 44,185	\$ 22,476
Fund Cash Balance Beginning of Fiscal Year	\$ 3,298,815	\$ 1,783,014	\$ 2,546,795	\$ 2,946,641	\$ 3,068,345	\$ 3,118,110	\$ 3,127,486	\$ 3,171,671
Fund Cash Balance End of Fiscal Year	\$ 4,947,232	\$ 3,852,229	\$ 2,946,641	\$ 3,068,345	\$ 3,118,110	\$ 3,127,486	\$ 3,171,671	\$ 3,194,147

Assumptions

	Actual			Forecasted				
	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029
Staffing/Enrollment								
Total Student FTE	309	280	293	290	300	320	330	340
Instructional Staff	33	31	31	29	32	33	33	36
Administrative Staff	6	6	6	6	6	6	6	6
Other Staff	8	7	7	4	5	5	6	6
Purchased Services								
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	80,700	85,000	70,493	85,000	86,700	88,434	90,203	92,007
Other Facility Costs	75,000	92,000	95,000	92,000	93,840	95,717	97,631	99,584
Insurance	-	-	-	-	-	-	-	-
Management Fee	346,706	581,096	502,246	581,096	581,096	592,718	604,572	616,664
Sponsor Fee	-	-	-	-	-	-	-	-
Audit Fees	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-
Legal	5,468	20,000	7,561	20,000	20,400	20,808	21,224	21,649
Marketing	3,613	35,000	11,927	35,000	35,700	36,414	37,142	37,885
Consulting	-	-	-	-	-	-	-	-
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	109,941	90,000	129,956	90,000	91,800	93,636	95,509	97,419
Technology Services	1,000	5,000	1,000	5,000	5,100	5,202	5,306	5,412
Food Services	83,444	104,000	112,260	104,000	106,080	108,202	110,366	112,573
Other	534,233	295,568	313,089	286,007	316,330	336,027	356,519	377,834
Total	\$ 1,240,105	\$ 1,307,664	\$ 1,243,532	\$ 1,298,103	\$ 1,337,046	\$ 1,377,157	\$ 1,418,472	\$ 1,461,026
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	-9.39%	4.64%	-1.02%	3.45%	6.67%	3.13%	3.03%
Growth in New Capital Outlay	0.00%	-18.16%	-71.95%	-44.14%	3.00%	3.00%	3.00%	3.00%
Growth in Operating Receipts	0.00%	-0.35%	16.10%	7.15%	1.90%	2.09%	2.10%	2.10%
Growth in Non-Operating Receipts/Expenses	0.00%	33.13%	-62.19%	-28.04%	1.51%	2.35%	2.36%	2.36%
Days of Cash	0.75	0.36	0.55	0.62	0.63	0.62	0.61	0.60

Assumptions Narrative Summary

Horizon Science Academy's treasurer's name is Ramazan Celep.

Horizon Science Academy Cleveland, sponsored by the Educational Service Center of Lake Erie West (ESCLEW), served children grades 9-12. The School has a management agreement with Concept Schools Inc., which is effective until the School's charter agreement expires. The management fees are 10% of total annual revenues.

The total projected enrollment is 290 students in 2025, the School will add new students each year.

The number of staff will increase with the increase in enrollment and the addition of new classrooms and grade levels in the following years. Historically, employee salaries, on average, have grown between 2%-3% year over year. Due to this, we will be utilizing a 2% growth factor for Salaries and Wages.

The School has no debt.

The school bought its building. There is no rent payment.

Fiscal Year 2024-2025 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A					
Loan B				\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds				\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

***HSA Cleveland 800-Other Object expenses of Sponsor fees, Audit Fees and Liability and Property Insurance expenses are as follows:

	Actual		
	2022	2023	2024
Sponsor Fees	115,382	78,137	104,504
Insurance	19,560	21,587	23,429
Audit Fee	12,696	12,346	12,232

IRN No. 133629

Community School Budget

County: Cuyahoga

School Name Horizon Science Academy Cleveland High
Budget for Fiscal Year 2025

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	\$ 1,895,791		\$ 477,384		\$ 52,734						\$ 2,425,909
Retirement Fringe Benefits 200	\$ 473,948	\$ -	\$ 119,346		\$ 13,184						\$ 606,477
Purchased Services 400	\$ 195,000	\$ 57,500	\$ 103,500		\$ 679,049	\$ 120,000	\$ 120,000	\$ 20,000	\$ 50,000		\$ 1,345,049
Supplies 500	\$ 115,000	\$ 1,000	\$ -		\$ 10,000		\$ 25,000	\$ 1,500		\$ 16,000	\$ 168,500
Capital Outlay 600	\$ 10,000	\$ -	\$ -						\$ -		\$ 10,000
Other 800			\$ 148,059							\$ 5,500	\$ 153,559
Total	\$ 2,689,739	\$ 58,500	\$ 848,289	\$ -	\$ 754,967	\$ 120,000	\$ 145,000	\$ 21,500	\$ 50,000	\$ 21,500	\$ 4,709,494

\$ -
\$ -
\$ (0)
\$ -
\$ -
\$ (0)
\$ (0) \$ (0)

Budget Per Pupil

Estimated Student Enrollment	290	\$9,274.96	\$201.72	\$2,925.13	\$0.00	\$2,603.33	\$413.79	\$500.00	\$74.14	\$172.41	\$74.14	\$16,239.64	Total Expense per pupil
												\$17,381.01	Total Income per pupil

290

ATTACHMENT 10.1

LIABILITY INSURANCE

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

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



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/28/2024

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

AGENCY HUB International Midwest Limited 55 East Jackson Boulevard Chicago, IL 60604	PHONE (A/C, No, Ext): 312-922-5000	COMPANY Federal Insurance Company 15 Mountain View Road Warren, NJ 07059
FAX (A/C, No):	E-MAIL ADDRESS: CSUChicago@hubinternational.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Cleveland High School Horizon Science Academy Concept Schools, Inc. 1336 Basswood Rd. Schaumburg IL 60173	LOAN NUMBER	POLICY NUMBER 36086673
	EFFECTIVE DATE 07/01/2024	EXPIRATION DATE 07/01/2025
		☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION 6000 S. Marginal Rd. Cleveland, OH 44103
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building - Special All Risk including Theft-Replacement Cost	\$15,646,912	\$50,000
Business Personal Property - Special All Risk including Theft-Replacement Cost	\$450,000	\$50,000
Business Income & Extra Expense	\$368,750	24 hours

REMARKS (Including Special Conditions)

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Education Service Center of Lake Erie West 2275 Collingwood Boulevard Toledo, OH 43620	ADDITIONAL INSURED MORTGAGEE LOAN #	LENDER'S LOSS PAYABLE LOSS PAYEE
	AUTHORIZED REPRESENTATIVE 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2024

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

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

PRODUCER HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	CONTACT NAME: CSU Chicago Midwest PHONE (A/C, No, Ext): 312-922-5000 FAX (A/C, No): E-MAIL ADDRESS: CSUChicago@hubinternational.com
INSURED Cleveland High School Horizon Science Academy Concept Schools, Inc. 1336 Basswood Rd. Schaumburg IL 60173	CONCSCH-02 INSURER(S) AFFORDING COVERAGE INSURER A : LM Insurance Corporation INSURER B : Liberty Insurance Corporation INSURER C : Liberty Mutual Fire Insurance Company INSURER D : Employers Insurance Company of Wausau INSURER E : INSURER F :
	NAIC # 33600 42404 23035 21458

COVERAGES**CERTIFICATE NUMBER:** 1232330489**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			TB5-Z51-293858-024	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AS5-Z51-293858-014	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			TH7-Z51-293858-044	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC7-Z51-293858-174	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A D	School & Educators Legal Liabilit Sexual Misconduct Crime			R62-Z51-293858-064 TB5-Z51-293858-024 YCC-Z51-293858-054	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	Each Claim/Aggregate Each Claim/Aggregate Limit/Deductible \$1M/\$3M \$1M/\$3M \$1M/Deduct: 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Horizon Science Academy Cleveland Middle School 6000 S. Marginal Rd. Cleveland, OH 44103 Educational Service Center of Lake Erie West is listed as additional insured. The coverage is provided on a Primary and Non-Contributory basis.

CERTIFICATE HOLDER**CANCELLATION**

Educational Service Center of Lake Erie West
2275 Collingwood Boulevard
Toledo OH 43620

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Performance Accountability Framework

Attachment 11.6

School Name	Horizon Science Academy - Cleveland
School IRN#	133629
Building Leader	Megan McKinley-Nagelski
Board President	Donald Malloy
Contract Term Dates	07/01/2025 – 06/30/2030
Management Company	Concept Schools
School Mission	We prepare students to succeed in college and the world by offering high-quality, college-prep, STEM education.

Section I –Performance on the Ohio School Report Card Component

The ESC of Lake Erie West will use data reported by the Ohio School Report Card to analyze school performance on state-mandated assessments. All applicable measures and indicators of student performance on the report card will receive a rating based on performance. To successfully meet the target for measure and indicator, the school must be rated ***Meets Standard*** or higher.

School Academic Performance on the Traditional Ohio School Report Card				
Academic Indicators	Exceeds Standard (6 points)	Meets Standard (4 points)	Approaches Standard (2 Points)	Falls Below Standard (0 points)
Overall Rating	5 or 4 Stars	3 Stars	2 Stars	1 Star
Achievement Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Performance Index	≥80% of maximum score	≥70% but < 80% of maximum score	≥50% but < 70% of maximum score	< 50% of maximum score
Progress Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Gap Closing Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Chronic Absenteeism		Met		Not Met
Gifted Performance	N/A	N/A	N/A	N/A
Graduation Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
4-Year Graduation Rate	≥93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
5-Year Graduation. Rate	≥ 93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
Early Literacy Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Proficiency in 3 rd Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
Promotion to 4 th Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
Improving K-3 Literacy	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
College, Career, Workforce and Military Readiness		Not reported at this time		
PBIS		Yes		No

School Academic Performance on the Dropout Prevention and Recovery (DOPR) Ohio School Report Card

Academic Indicators	Exceeds Standard (6 points)	Meets Standard (4 points)	Does Not Meet Standard (0 points)
Overall Rating	Exceeds Standards	Meets Standards	Does Not Meet Standards
Achievement Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Progress Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Gap Closing Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Chronic Absenteeism		Met	Not Met
Graduation Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
4-Year Graduation Rate	Exceeds Standards	≥ 90% but < 93.5%	< 84%
5-Year Graduation Rate	Exceeds Standards	≥ 90% but < 93.5%	< 84%
6-Year Graduation Rate	Exceeds Standards	Meets Standards	Does Not Meet Standards
7-Year Graduation Rate	Exceeds Standards	From 68%-77%	< 58%
8-Year Graduation Rate	Exceeds Standards	From 68%-77%	< 58%
Combined Graduation Rate vs. All Ohio DOPR Schools	Scored 7% or more above all Ohio DOPR Schools	Scored the same as or up to 6.9% above all Ohio DOPR Schools	Scored below all Ohio DOPR Schools
College, Career, Workforce and Military Readiness		Not reported at this time	
PBIS		Yes	No

Section II – Academic Achievement Targets & Metrics Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance.

School Academic Achievement Targets & Metrics							
Measure Domain	Assessment	Grades		Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Achievement	Schools locally administered norm-referenced assessment Reading/ELA Spring Benchmarking	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Schools locally administered norm-referenced assessment Math Spring Benchmarking	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Algebra I EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in Algebra I	50-69% of students pass EOC exam in Algebra I	40-49% of students pass EOC exam in Algebra I	< 40% of students pass EOC exam in Algebra I
			DOPR	68% of students pass EOC exam in Algebra I	45-67% of students pass EOC exam in Algebra I	32-44% of students pass EOC exam in Algebra I	< 32% of students pass EOC exam in Algebra I
Achievement	English Language Arts II EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in ELA II	50-69% of students pass EOC exam in ELA II	40-49% of students pass EOC exam in ELA II	< 40% of students pass EOC exam in ELA II
			DOPR	68% of students pass EOC exam in ELA II	45-67% of students pass EOC exam in ELA II	32-44% of students pass EOC exam in ELA II	< 32% of students pass EOC exam in ELA II
Achievement	Credit Earning Rate	9th-12th	Traditional	The average credit earning rate for all students is 90-100%	The average credit earning rate for all students is 80-89%	The average credit earning rate for all students is 60-79%	The average credit earning rate for all students is below 60%
			DOPR	The average credit earning rate for all students is 80-100%	The average credit earning rate for all students is 70-79%	The average credit earning rate for all students is 60-69%	The average credit earning rate for all students is below 60%

Section III – Academic Growth Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on the students’ performance on the **fall to spring** benchmark assessment data. All locally administered norm-referenced assessments must be on the Ohio Department of Education and Workforce approved vendor list.

Traditional School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	K-12	Students will meet annual typical growth from the fall to spring benchmark assessment data	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					
Growth	Schools locally administered norm-referenced assessment Math	K-12	Students will meet annual typical growth from the fall to spring benchmark assessment data	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					

DOPR School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					
Growth	Schools locally administered norm-referenced assessment Math	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					

Section IV – Performance on Other Fiscal, Governance, Organizational, and Operational Components

The ESC of Lake Erie West will use data reported by the school to analyze the performance of the non-academic organizational, operational, compliance, and fiscal goals. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance.

School Fiscal Performance Targets and Metrics				
Measure Domain	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Current Ratio of Assets to Liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is ≤ 0.9
Unrestricted Days of Cash	School has 60 days cash available	School has between 30 and 60 days cash available	School has between 15 and 30 days cash available	School has < 15 days cash available
Current-year Enrollment Variance	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90–95% of budgeted enrollment in most recent year	Actual enrollment is 80–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
Total Expense Variance	School expenses are less than 95% of projected	School expenses are between 95-100% of projected	School expenses are between 100-110% of projected	School expenses are more than 110% of projected
Sponsor Financial Reporting	All reports submitted by deadline	No more than two (2) reports or responses submitted no more than five (5) days late	Between three (3) to four (4) reports submitted no more than five (5) days late	More than four (4) reports submitted late or more than five (5) days late
Audit Findings	School's most recent audit contains zero (0) findings AND management letter comments	School's most recent audit contains zero (0) findings and no more than two (2) management letter comments	School's most recent audit contains zero (0) findings and between two (2) to five (5) management letter comments	School's most recent audit contains any findings and/or five (5) or more management letter comments
Sustainability	The % of eligible students remaining enrolled from one year to the next (September to September) will be at least 90%	The % of eligible students remaining enrolled from one year to the next (September to September) will be 80-89%	The % of eligible students remaining enrolled from one year to the next (September to September) will be at least 70-79%	The % of eligible students remaining enrolled from one year to the next (September to September) below 70%

School Governance Performance Targets and Metrics

Measure Domain	Assessment	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
School Governance	Board Engagement	100% of board members attend two (2) or more school visits or school-sponsored events	100% of board members attend at least one (1) school visit or school-sponsored event	At least one board member attends at least one (1) school visit or school-sponsored event	Zero (0) board members attend a school visit or school-sponsored event
School Governance	Required Number of Regular Board Meetings		Six (6) Meetings held per year	Five (5) meetings held per year	Four (4) or fewer meetings held per year
School Governance	Required Number of Board Members		Five (5) or more sponsor approved board members for all meetings		Fewer than five (5) sponsor approved board members for one (1) or more meetings
School Governance	Proper Meeting Notice		Timely public notice for all meetings, reschedules, and cancellations	Timely public notice not provided for one (1) meeting, reschedule, or cancellation	Timely public notice not provided for two (2) or more meetings, reschedules, or cancellations
School Governance	Required Board Member Training		Completion of Open Meetings and Public Records for 100% of board members	Completion of Open Meetings and Public Records for 80-99% of board members	Completion of Open Meetings and Public Records for less than 80% of board members
School Governance	Board Member Attendance	Overall member attendance is > 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-79%	Overall member attendance is < 70%

Compliance/Organizational/Operational Performance Targets and Metrics					
Measure Domain	Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Legal Compliance	On-Time Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Accuracy of Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Five-Year Forecast Submission		November & May forecasts approved and submitted on-time	November & May forecasts approved and submitted 1-15 days after deadline	November & May forecasts approved and submitted 16 or more days after deadline
Legal Compliance	Annual Budget		Annual Budget approved and submitted on-time	Annual Budget approved and submitted 1-15 days after deadline	Annual Budget approved and submitted 16 or more days after deadline
Legal Compliance	Annual Report		School Annual Report submitted AND made available to parents by the due date		School Annual Report not submitted OR not made available to parents by the due date
Legal Compliance	Emergency Management Plan		Emergency management plan approved and current		Emergency management plan not submitted on time, approved or expired
Student Discipline K-3	House Bill 318 restricts the out-of-school suspensions (OSS) and expulsions for students in grades K–3 grade for offenses that do not pose significant danger to school and student safety (as defined by Ohio law). <i>**Detailed documentation is required to determine if OSS meets the requirements of the law**</i>	Zero (0) out-of-school suspensions (OSS)	One (1) or more OSS with proper documentation and within the guidelines of the law		One (1) or more OSS without proper documentation and/or without meeting guidelines of the law

Student Discipline 4-8	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year OR zero OSS	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year
Student Discipline 9-12	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year OR zero OSS	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year