

## **Agreement between the Ohio Department of Education, Office of School Sponsorship and Mahoning County High School a Community School**

This Agreement, effective the 1st day of July 2018, is made and entered into between the Ohio Department of Education's Office of School Sponsorship (the "Sponsor") and the Mahoning County High School, a public community school organized as an Ohio public benefit corporation (the "School") (collectively, the "Parties").

### **Background Information**

- a. The Sponsor operates pursuant to Ohio Revised Code ("ORC" or "Revised Code") Chapter 3314 and has the authority to sponsor community schools pursuant to ORC 3314.029.
- b. On July 1, 2017, the Sponsor assumed the sponsorship of the School and an assumption agreement was entered into effective July 1, 2017.
- c. The Governing Authority of School desires to continue to operate under the oversight of Sponsor.
- d. On December 21, 2018 the Office of School Sponsorship Oversight Committee voted to approve the renewal of School's Agreement for a term of one year.

### **Provisions**

Now THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants and payments contained herein, the Parties agree as follows:

#### **Section 1**

**1.1 Term.** This Agreement is effective as of July 1, 2018 and shall continue through June 30, 2019. Any renewal of the School shall be subject to the School meeting all requirements of this agreement including performance standards, meeting the application criteria of the Sponsor and is subject to the provisions of ORC 3314.07.

**1.2 Community School Corporate Status.** The School is a conversion community school incorporated as an Ohio public benefit corporation pursuant to ORC Chapter 1702. The School shall continue to operate as an Ohio public benefit corporation and shall ensure that its operation is in accordance with its Articles of Incorporation and Code of Regulations, which is attached to this Agreement as **Appendix 1**. The School has applied for and is qualified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. A copy of the tax-exempt status letter is attached to this Agreement as **Appendix 2**. The School is subject to Ohio laws that apply to all community schools, now existing and as subsequently enacted or amended, and all Sponsor policies. Further, the School is a public entity within the meaning of Ohio

Revised Code, and is additionally subject to the Ohio Sunshine Laws, which includes the Open Records Act and Open Meetings Act.

- a. **Compliance with Agreement.** The School will be bound by and operated in a manner consistent with the terms of this Agreement so long as such terms are in accordance with state, federal and local law.
- b. **Corporate Purpose.** The purpose of the corporation, as set forth in its Articles of Incorporation, will be limited to the operation of a community school pursuant to ORC 3314.01, et seq. according to all applicable laws and rules.
- c. **Governance.** The School represents that it is and shall maintain its status as a public benefit corporation. The Articles of Incorporation and Code of Regulations of the School will provide for governance of the operation of the School in a manner consistent with this Agreement and state and federal law. The Articles of Incorporation and the Code of Regulations are attached to this agreement as **Appendix 2**.
- d. **Code of Regulations.** The Code of Regulations must include a provision that the corporation will be governed by a Governing Authority of not less than five (5) members. The Governing Authority shall attempt to have a majority of the members comprised of individuals who live or work in the county of which the School is located. No member of the Governing Authority shall serve on the Governing Authority of more than five community schools at the same time as outlined in ORC 3314.02(E)(3). The names, mailing addresses, electronic mail addresses, home and work telephone numbers, biographical vitae accurately reflecting experience, education, and all other professional information of the current members of the Governing Authority is provided to the Sponsor on at least an annual basis or within ten (10) days of any change of Governing Authority membership. The School agrees that the Sponsor must approve any changes in Governing Authority membership, and such approval will not unreasonably be withheld. The names and e-mail addresses used for School business are attached to this Agreement as **Appendix 3**. A description of the process by which the Governing Authority of the School shall be selected in the future shall also be included in **Appendix 3** unless that process is outlined in the Code of Regulations, attached to this Agreement in **Appendix 4**.
- e. **Membership of Governing Authority.** No present or former member, or immediate relative of a present or former member of the Governing Authority shall be an owner, employee, or consultant of any operator of any community school, unless at least one (1) year has elapsed since the conclusion of the person's membership. Any individual under final consideration for appointment to the Governing Authority shall have an Ohio and federal background check conducted in the manner described in ORC 3319.39 and at least every five (5) years thereafter. The results of these background checks shall be maintained at the School and the School shall obtain the consent of prospective Board members to

release their criminal background check to the Sponsor. In addition, beginning on July 1, 2018 the Governing Authority shall undergo an annual verification that no findings for recovery have been issued against any member of the Governing Authority. The results of the annual verification shall be submitted to the Sponsor by August 1 of each year of this Agreement.

Each member of the Governing Authority shall annually file a disclosure statement with the School setting forth the names of any immediate relatives or business associates employed by any of the following within the previous three (3) years:

- i. The Sponsor;
- ii. The Operator as defined by ORC 3314.02(A)(8);
- iii. A school district or educational service center that has contracted with the School; or
- iv. A vendor that is or has engaged in business with the School.

At all times the Sponsor's designee shall be granted all rights and privileges associated with being a non-voting member of the Governing Authority, but shall not be considered a member of the Governing Authority under any provision of Ohio law or this Agreement. If the Governing Authority enters into executive session to discuss its contractual relationship with the Sponsor or its designee, or to discuss matters of attorney client privilege, such individual may be excused from executive session for that discussion at the sole discretion of the Governing Authority.

The Governing Authority, the members shall complete the following trainings within six (6) months of being elected or appointed by the Governing Authority: a minimum of five (5) hours of governing authority training by an entity pre-approved by the Sponsor, at least two (2) hours of which are on public records and open meetings laws. All members must attend at least five (5) hours of training with at least (2) hours of which are on public records and open meetings law conducted by an entity pre-approved by the Sponsor, for each year of their first term serving on the Governing Authority. If serving for subsequent terms, the Governing Authority members must complete at least five (5) hours of similar training every two (2) years thereafter. As required by ORC 3314.037, the members of the governing authority of a community school, the designated fiscal officer of the school, the chief administrative officer and other administrative employees of the school, and all individuals performing supervisory or administrative services for the school under a contract with the operator of the school shall complete training on an annual basis on the public records and open meetings laws, so that they may comply with those laws as prescribed by ORC

3314.03(A)(11)(d). Evidence of completed training must be provided to the Sponsor as stated in Section 2.2(e)(xvi)(d)(4).

The Governing Authority may provide by resolution for the compensation of each of its members in accordance with Ohio law. However, no individual who serves on the Governing Authority shall be compensated more than one hundred twenty-five dollars (\$125.00) per meeting of that governing authority and no such individual shall be compensated more than a total amount of five thousand dollars (\$5,000.00) per year for all governing authorities upon which the individual serves. Each member of the Governing Authority may be paid compensation for attendance at an approved training program, provided that such compensation shall not exceed sixty dollars (\$60.00) a day for attendance at a training program three (3) hours or less in length and one hundred twenty-five dollars (\$125.00) a day for attendance at a training program longer than three hours in length.

- f. **Dissolution.** Upon ceasing operations of the School and dissolution of the corporation, assets of the corporation remaining after paying the corporation's debts and obligations incurred in connection with activities authorized by this Agreement, and not requiring return or transfer to donors or grantors, shall be paid to in accordance with ORC 3314.023 and ORC 1702.39, and then to the Ohio Department of Education ("Department") for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under ORC 3313.64 or 3313.65. The School will execute all necessary documents required to convey such items. Upon dissolution, all such documentation shall be provided to the Sponsor. The School shall comply with all closure and dissolution provisions required by the Department and contained in ORC Chapter 3314 and ORC Chapter 1702.
- g. **Non-Commingling.** Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. Failure to comply with this section may result in immediate action by the Sponsor up to and including termination.

**1.3 Community School Leadership.** Jennifer Merritt, Superintendent, is responsible for the daily operations of the School. The Governing Authority authorizes Jennifer Merritt, Superintendent, the on-site School Leader, to serve as a contact person for the Sponsor. The School shall immediately notify the Sponsor in writing with any change in the identity of the School's Leader.

**1.4 Opening.** The School shall meet all of the Opening Conditions described in **Attachment 1**, or as contained in ORC Chapter 3314 and as modified by the Department, by the identified dates. Failure to timely fulfill any material term of the Opening Conditions shall be considered a material violation of conditions, standards or procedures provided for in the Agreement and shall be grounds for Sponsor intervention or revocation of the Charter pursuant to Section 2.4 or Section 11.3 of the Agreement.

The School shall begin operation for the academic year no later than September 30th by teaching the minimum number of students permitted by this Agreement in paragraph 5.3.

## **Section 2**

### **2.1 Sponsor Rights and Responsibilities.**

- a. **Right to Review.** Pursuant to the Sponsor's authority for oversight, monitoring, and providing technical assistance to the School, the School shall operate and shall be accountable to the Sponsor and subject to all applicable federal and state laws and regulations, and Sponsor policies and regulations. All records established and maintained in accordance with the provisions of this Agreement, policies and regulations, and federal and state law and regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to Sponsor officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA"). Records include, but are not limited to, the following:
  - i. School records, including but not limited to, student cumulative files, policies, and student records including IEPs and ETRs with student personally identifiable information and other protected information redacted;
  - ii. Corporate records of the school including governing authority meeting minutes;
  - iii. Financial records;
  - iv. Educational program, including test administration procedures and student protocols;
  - v. Personnel records, including evidence that criminal background checks have been conducted, with confidential information such medical information and social security numbers redacted;
  - vi. School operations, including health, safety and occupancy requirements; and
  - vii. Inspection of the facility or facilities.

The Sponsor may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Director of the Office of School Sponsorship or the Director's designee, visits should be pre-arranged in a professional manner to avoid needless disruption of the School's educational and testing process and programming.

- b. **Complaints.** The Sponsor agrees to notify the School as soon as practicable regarding any complaints about the School that the Sponsor receives, whether verbal or written. The notification shall be made within three (3) business days of receipt of the complaint by the Sponsor and shall include information about the substance of complaint, together with copies of any written communications or evidence. In the case of anonymity, the School will address any verifiable facts and report to the Sponsor. Upon receipt of any complaint, the School must provide a written initial response within five (5) business days and a supplemental response within fifteen (15) business days or such additional time as agreed to by the Sponsor. This response must include actions taken or proposed to be taken by the School to resolve the complaint. Investigation of complaints may warrant a site visit, a review of records, interviews with school staff and submission of evidence of evidence that the complaint has been resolved. All written responses from the School are subject to review by the Sponsor. The Sponsor will notify the School if its written response is satisfactory or if the School needs to take further action to resolve the complaint.
- c. **School Health or Safety Issues.** The School shall immediately notify the Sponsor by e-mail of any circumstances requiring School closure, lockdown, or any other action that may affect School health or safety as soon as practicable. The School shall provide a calendar of planned emergency drills including, without limitation, fire, tornado, lockdown drills.
- d. **Report Card Performance Data and Process.** By August 15, 2018, the Sponsor shall review the School's most recent report card with the School. By October 15, 2018, the Sponsor will review the 2017-2018 school report card and establish a multi-year academic improvement goals and targets that are agreed to by the School and Sponsor. The academic and report card performance goals and targets may be amended by the Sponsor to include any new report card measures that might be added during the term of this Agreement. The Sponsor will annually review the report card performance of the School and may add improvement goals that the School shall implement in order to meet the academic goals and objectives established by the Sponsor. A copy of the Sponsor's Performance Framework is attached as **Attachment 4**
- e. **Access to Student Records.** The School shall annually make available to the Sponsor information regarding special education and related services for students of the School to Sponsor officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA") in order to comply with reporting requirements imposed by applicable state or federal law. Such information shall include all funding received for special education and related services and how such funds were expended. The School shall timely make available to the Sponsor information regarding special education and related services for students of the School. The Sponsor shall use such information exclusively for fulfillment of its

educational responsibilities or for compliance with the law and shall not use such information acquired from the School for any other purpose. Notwithstanding anything to the contrary above or herein, the Sponsor shall not have access to personally identifiable information of students or confidential information.

## **2.2 School Rights and Responsibilities.**

- a. Compliance with ORC Chapter 3314. The School agrees that it shall comply with all requirements set forth in ORC Chapter 3314, as currently written or amended. The School further agrees that it will:
  - i. Provide learning opportunities to a minimum of twenty-five (25) students, subject to the agreed minimum enrollment set forth in Section 5.3, for a minimum of nine hundred twenty (920) hours per school year. Enrollment shall be limited to no more than the occupancy permitted for the building unless a change in this provision of the Agreement has been requested by the Governing Authority and approved by the Sponsor.
  - ii. Comply with ORC 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium prohibited); 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.536 (School safety plan for each school building), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.608 (Fourth grade reading capability), 3313.609 (Grade promotion and retention policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on career advising), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.6411 (Providing report card to parent), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or

extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7112 (Diabetes care), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073 (In-service training in child abuse prevention programs), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.041 (Excused absences for certain extracurricular activities), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child's attendance at school), 3321.191 (Board to adopt policy regarding habitual truancy – intervention strategies), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), ORC Chapters 117. (Auditor of State), 1347. (Personal Information Systems), 1702. (Non-Profit Corporation Law), 2744. (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314.



(Community Schools), 3365. (Post-Secondary Enrollment Options Program), 3742. (Lead Abatement), 4112. (Civil Rights Commission), 4123. (Workers' Compensation), 4141. (Unemployment Compensation), and 4167. (Public Employment Risk Reduction Program) as if it was a school district and ORC 3301.0714 (Guidelines for statewide education management information system) as specified in ORC 3314.17 (Statewide education management information system). The School shall comply with these Sections and Chapters now in effect and as amended.

- iii. Comply with ORC Chapter 102. and ORC 2921.42.
- iv. Comply with ORC 3313.61, 3313.611, and 3313.614 including compliance with ORC 3313.603 except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the governing authority of the community school rather than the curriculum specified in ORC Chapter XXXIII or any rules of the State Board of Education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in ORC 3313.603(C), unless the person qualifies under Divisions (D) or (F) of that Section. The School shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under ORC 3313.603(J)(1) and (2).
- v. Per ORC 3314.03(A)(11)(g), submit, within four months after the end of each school year, a report in a format approved by the Sponsor of its activities and progress in meeting the all applicable report card measures and its progress in meeting contractual academic and performance goals and standards and its financial status and progress of meeting the goals and standards of this Contract to the Sponsor and the parents of all students enrolled in the school.
- vi. Ensure all teachers are properly licensed pursuant to ORC 3319.22 through 3319.31. However, the School may engage noncertificated persons to teach up to twelve hours per week pursuant to ORC 3319.301.

- vii. Be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- viii. Recognize the following:
  - a. The authority of public health and safety officials to inspect the facilities of the school and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations;
  - b. The authority of the Department, as the community school oversight body, to suspend the operation of the school under ORC 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.
- ix. Comply with ORC 3313.801 as if it were a school district.
- x. Comply with all requirements in law and rule related to operating a dropout prevention and recovery program.
- xi. Comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the following:
  - a. An internet or computer based community school; or
  - b. A community school in which a majority of the enrolled students are children with disabilities as described in ORC 3314.35(A)(4)(b) of the Revised Code.
- xii. The statutory references in this section are currently provided for and required to be in this Agreement pursuant to ORC 3314.03, which is subject to amendment from time to time by the General Assembly. All references in this agreement to ORC Sections shall refer to most current statute as amended from time to time during the term of this Agreement.
- xii. Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date or suspension of this Agreement. This includes contracts with teachers and non-teaching staff. Except that the School's fiscal officer's contract must require that the fiscal officer complete all required closing

procedures and final audits regardless of the date the school closes or the date the fiscal officer' agreement ends.

- xiv. The Governing Authority of the School and the Sponsor must meet at least once yearly, upon such a meeting being organized by the Sponsor, before the end of the fiscal year to review the terms and provisions of this Agreement. At the meeting and any other time, the Governing Authority and Sponsor may consider potential amendments to its language that will be incorporated by mutual agreement of the Parties.
- b. Records. The School agrees to comply with all federal, state, and Sponsor record keeping requirements including those pertaining to students, governance, and finance. All financial records shall comply with the standards for financial reporting as set forth in ORC 3301.07(B)(2). The School shall be notified within ten (10) business days following adoption of new or materially modified Sponsor policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the Department's student information system. In addition, the School shall ensure that records for students enrolling in the School or other schools are transferred as quickly as possible. Financial records shall be reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the Sponsor in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements. In addition, to allow and assist the Sponsor in adequately evaluating the performance of the School, the School shall provide the Sponsor with READ ONLY access to all of the Department's systems, including but not limited to: Education Management Information System (EMIS); Secure Data Center (SDC); Comprehensive Continuous Improvement Plan (CCIP); and the Compliance System so that the sponsor may adequately evaluate the performance of the community school so long as educational records or information required to be kept confidential is not accessible to the Sponsor. Further, the School agrees to consent and sign any documentation required to grant access to any of the systems.

The School shall submit to the Sponsor no later than four (4) months after the end of each fiscal year the reports that will be generated and submitted to the Office of the Ohio Auditor of State and are statutorily due to the Auditor no later than one hundred fifty (150) days following the close of the fiscal year. In the event this statutory requirement is lifted; the School shall be required to comply with relevant statutory provisions.

The School shall meet the requirements and follow the procedures for program and financial audits established from time to time by the Auditor of the State of

Ohio and the Ohio Department of Education. The audits shall be conducted in accordance with ORC117.10.

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

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

The costs of the audit shall be paid by the School.

c. Notification Provided to the Sponsor.

- i. **Timely Notice.** The School shall within twenty-four hours notify the Sponsor, the Department, and other appropriate authorities in the following situations:
  - a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
  - b. Any complaints filed against the School by any governmental agency.
- ii. **Immediate Notice.** The School shall immediately notify the Sponsor of any of the following:
  - a. Conditions that may cause it to vary from the terms of this Agreement, applicable Sponsor requirements, or applicable federal or state law or administrative rule;
  - b. Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
  - c. The arrest, dismissal or resignation of any members of the School Governing Authority or School employees for any reason. If the arrest, dismissal or resignation of any member of the School Governing Authority or School employee is for a crime punishable

as a felony or any crime related to the misappropriation of funds or theft, the school shall also provide a written report of the information known at the time of the notification. Additionally, the School shall follow all reporting regulations as required in ORC 3314.40 and other relevant laws as required.

- d. Misappropriation of funds or suspected misappropriation of funds;
  - e. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;
  - f. A failure to maintain its corporate status with the Ohio Secretary of State's Office that is not cured within sixty (60) days of notice of the same; or
  - g. Any Findings for Recovery issued by the Ohio Auditor of State against any member of the Governing Authority, operator, treasurer, or any employee of the School.
- d. Compliance. The School shall comply with all applicable federal and state laws, administrative rules, local ordinances, and Sponsor policies and procedures applicable to community schools. A list of some but not all, of the federal and state laws with which the School must comply are listed in **Attachment 2**. Lack of inclusion in **Attachment 2** does not excuse noncompliance or non-performance by the School.
- e. Reports. The School shall provide in a timely manner to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification through Epicenter or the Sponsor's document management system shall be provided when due dates are changed or additional reports are to be provided. The Sponsor will annually update the list of required reports and due dates and provide this information to the School and deadlines for submissions will be entered in Epicenter. Failure to provide reports within ten (10) days after the date due is a material violation of this Agreement, and the Sponsor may take actions outlined in Section 2.4. Annual reports include, but are not limited to:
- i. Unique School Objectives. The School shall annually provide the Sponsor with a report identifying the progress that the School has made on each of its unique objectives included in its Education Plan, which is in **Attachment 6**, during the prior school year. The School and the Sponsor shall mutually determine the due date of the report given the availability and time necessary for assessment of data;

- ii. Required financial reports including budget and enrollment records on a monthly basis in the format and with attachments prescribed by the Sponsor pursuant to ORC 3314.023 and 3314.024 if applicable;
- iii. Statistical reports including financials, expenditures, income and debt statements, enrollment, staff and pay turnover, expulsions, suspensions, and any other matter that relates to the financial stability or instability of the school in the format including any relevant attachments that the Sponsor requests, on a monthly basis;
- iv. The Governing Authority shall submit within four (4) months after the end of each school year a report of the School's activities and progress in meetings goals and standards of the School and the School's financial status to the Sponsor, and the parents of all students enrolled in the School. This report shall comply with Section 2.2(a)(v) of this Agreement and a draft report shall be provided to the Sponsor for review and input at least three (3) weeks prior to the distribution of the report. At the request of the Sponsor, a representative of the Governing Authority and the School shall attend a pre-arranged meeting of the Sponsor and present the annual report to the Sponsor and the Oversight Committee in detail for discussion;
- v. The Governing Authority shall report annually to the Sponsor and the Ohio Department of Education all reporting requirements set forth by ORC Chapter 3314, including, but not limited to the reporting requirements set forth in ORC 3314.08(B);
- vi. Projected enrollment – January 1 of each fiscal year;
- vii. Financial Plan by August 1 of each fiscal year;
- viii. Annual School budget approved by Governing Authority – ORC 3314.032 requires Governing Authority adoption by October 31 of each fiscal year. The annual Governing Authority adopted budget with the approved and signed Governing Authority meeting minutes documenting approval of the annual budget shall be submitted to the Sponsor within one week;
- ix. Any adjustments to the annual budget approved by the Governing Authority – within five (5) days of approval;
- x. Quarterly financial reports – within forty-five (45) days of the close of the quarter;
- xi. Annual audit – upon release by the Auditor of State and no meetings with the Auditor of State or his designee may be waived;

- xii. End of year cash balance – within 30 days of the end of the fiscal year;
- xiii. School calendar – July 1 of each fiscal year;
- xiv. Health and safety information including report of previous year's fire drills and documentation that the required safety or emergency plans have been submitted to all required agencies, emergency contact information, etc. – upon the date of the Opening Assurances visit by the Sponsor; and
- xv. Safety School Plan. The School shall comply with the requirements outlined in ORC 3313.536 and corresponding regulations and complete the required information annually by July 1. The School shall submit the information to the Ohio Department of Public Safety as required by law. The School will be responsible for communicating the information required by ORC 3313.536 to local responders.
- xvi. Governance Information:
  - a. Governing Authority membership including member names, contact information, the term beginning and end date, and any office the member holds on the Governing Authority – at contract execution and upon any changes in Governing Authority membership;
  - b. Governing Authority member conflict of interest disclosures – at contract execution and upon any changes in Governing Authority membership;
  - c. Governing Authority member background checks must be completed prior to serving as a member of the Governing Authority and placed on file at the School. Each Governing Authority member must consent to Sponsor's review and inspection of background checks;
  - d. Governing Authority annual training, at the Governing Authority's expense, on the following topics (with the content, materials and provider being approved by the Sponsor): community school laws, ethics, and the Ohio Sunshine Laws, which includes public records and open meetings – submission deadlines in Epicenter established by the Sponsor for compliance;
  - e. Verify that a finding for recovery has not been issued by the auditor of state against any member of the Governing Authority, the operator, or any employee of each community school - upon

the Opening Assurances visit by the Sponsor and provide a list of all members of the Governing Authority, the operator that provides services to the school and employees of the community school and update each list as necessary throughout the year;

- f. Current Code of Regulations – within ten (10) business days after any material changes; and
  - g. Current Articles of Incorporation – within ten (10) business days after any material changes.
- xvii. Insurance certification – upon the Opening Assurances visit by the Sponsor each fiscal year;
- xviii. Updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each; and
- xix. A detailed accounting of the nature and costs of goods and services that the operator provided to the School pursuant to ORC 3314.024 regardless of whether the operator received more than twenty percent (20%) of the School's gross annual revenues.
- f. Indemnification. To the extent permitted by law and not otherwise barred by ORC Chapter 2744, the School agrees to indemnify and hold the Sponsor and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the School or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by ORC Chapter 2744 or other law.

**2.3 Sponsor-School Dispute Resolution Procedures.** All disputes arising out of the implementation of this Agreement excluding the Sponsor's intervention or determination to place the School on probation, suspension, termination or any conditions leading to those decisions shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

- a. The School and the Sponsor agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.



- b. Either Party shall notify the other Party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Section of this Agreement or the law that is in dispute and the grounds for the position that such item is in dispute and the specific corrective action it wishes the other party to take. The matter shall be immediately submitted to the President of the Governing Authority and the Director of the Office of School Sponsorship, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- c. In the event that the matter is not resolved by the President of the Governing Authority and the Director of the Office of School Sponsorship, then the matter shall be submitted to the Columbus Bar Association for non-binding mediation before at least one mediator mutually agreed upon by the parties, if one mediator cannot be agreed upon then each party will select one mediator and a request will be made for the Columbus Bar Association to appoint one mediator. The notice for non-binding mediation shall be in writing to the other party within thirty (30) days following the Governing Authority meeting. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed. If non-binding mediation does not resolve the dispute, then the determination of the Superintendent of Public Instruction is final.

**2.4 School Violations of Law or this Agreement.** If the School is subject to nonrenewal or revocation for any of the reasons listed in this Agreement, or any of the reasons for suspension pursuant to ORC 3314.072 or probation pursuant to ORC 3314.073, or is in violation of state or federal law or regulations, or otherwise materially breaches the Agreement, the Sponsor may, but is not required to, impose other remedies prior to initiating revocation or suspension in accordance with Section 11.3 of this Agreement. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the Sponsor shall send a notice as provided in subsection e below.

- a. Plan Submission. The Sponsor may require the submission of a plan to remedy the deficiency. Upon the written request of the Sponsor, the School shall develop a plan to remedy the failure or deficiency and submit it to the Sponsor for review and comment. The plan may be revised at the discretion of the School prior to the Sponsor's final review. The Sponsor may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails to:
  - i. Make progress toward achieving its goals and objectives as described in this Agreement after a reasonable period of time;
  - ii. Achieve Sponsor requirements; or

- iii. Implement its educational program as described in this Agreement after a reasonable period of time, or
  - iv. Fails to complete two or more required reports by the established deadlines.
- b. **Seeking Technical Assistance.** The Sponsor may require the School to seek technical assistance at the School's expense with the goal of increasing academic performance if the School fails to reach certain academic benchmarks prescribed by the sponsor and set forth in the Sponsor's Performance and Accountability Plan for the School. The Sponsor may require the School to submit for review school improvement and technical assistance plans. In all instances in which the School's report card measures are below a "C" or "meets standards", the Sponsor shall require the School to prepare and implement an academic improvement plan designed to improve report card measures. The School is responsible for all costs associated with this technical assistance.
- c. **Weekly Monitoring.** The Sponsor may require weekly in-person meetings with the President of the Governing Authority and the School's principal or superintendent to monitor and to review the School's progress towards the goals of the improvement plan submitted pursuant to Section 2.4(a) above. Location of all meetings shall be determined by the Sponsor. At the Sponsor's discretion, meetings may be in-person or held via teleconference, or videoconference.
- d. **Independent Monitor.** If, in the Sponsor's sole discretion, the Sponsor determines that the School's violations of law or this Agreement require outside monitoring and/or assistance, the Sponsor may require the School to hire an independent monitor at the School's expense which expense and qualifications must be reasonable and fit within the School's budget to oversee the implementation of the improvement plan submitted pursuant to Section 2.4(a) above.
- e. **Procedural Guidelines for School Violations of Law or this Agreement.** Prior to applying a remedy other than seeking termination, suspension pursuant to ORC 3314.072, or probation pursuant to ORC 3314.073, the Sponsor shall, to the extent practicable, engage in a due process procedure below:
  - i. The Sponsor shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to be remedied, and the expected remedy.
  - ii. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's determination that a breach has occurred. In a non-emergency situations, this means the President of the Governing Authority or his designee shall be given an opportunity to meet with the

Director of the Office of School Sponsorship or his designee to discuss the notice within five business (5) days.

- iii. If the breach is not cured within the time specified in the notice, the Sponsor may apply remedies as provided in Section 2.3.
- f. Sponsor Violations of School Law or this Agreement. If the School believes that the Sponsor has violated any provision of this Agreement or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.3.

### **Section 3**

**3.1 Governance.** The School's Articles of Incorporation and Code of Regulations shall not conflict with the School's obligation to operate in a manner consistent with this Agreement. The School's Governing Authority will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Agreement. The Governing Authority shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Code of Regulations shall be made in accordance with the procedures described in Section 1.2(c) of this Agreement. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing rights of parents or other constituents, that significantly increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Governing Authority or changes the purpose of the entity.

**3.2 Transparency.** The School shall make Governing Authority adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Ohio Sunshine laws, and shall adopt and strictly enforce a conflict of interest policy.

**3.3 Contracting with an Operator or Management Company.** Pursuant to relevant law, the School may contract with a third party operator as defined by ORC 3314.02(A)(8) for operational, administrative and instructional services. Such contract must include a termination clause and a provision or separate assurance as to cooperation for Sponsor evaluations. A list of guidelines for operator agreements is attached as **Appendix 7**. The Governing Authority shall retain authority for all decisions mandated by law to be retained by the Governing Authority.

The School shall follow applicable law, as they apply to community schools, related to procuring and contracting for goods and services and adhere to best practices, including standard related to arms-length negotiations and arrangements and conflicts of interest. The Sponsor encourages the school to adopt policies and procedures relating to the procurement and contracting of goods and services. The Sponsor may offer guidance on such policies and review contracts on a case by case basis as requested by the School.

The School shall employ an attorney who shall be independent of the operator for service related to the negotiation of the School's contract with the operator and other matters should the School and operator become adverse to each other in any particular matter.

All new or renewed operator agreements entered into on or after February 1, 2016 must comply with ORC 3314.032(A) and shall include the following:

- a. The criteria to be used for early termination of the operator;
- b. The required notification procedure and timeline for early termination or non-renewal of the operator contract; and
- c. A stipulation of which entity owns all School facilities and property including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or operator. Any stipulations regarding the property must comply with the requirements of ORC 3314.0210.

The operator agreement shall also require that if the Governing Authority contracts with an attorney, accountant or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator.

The School shall follow applicable laws, as they apply to community schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest. The Sponsor encourages the School to adopt policies and procedures relating to the procurement and contracting of goods and services. The Sponsor may offer guidance on such policies and review contracts on a case by case basis as requested by the School.

The School shall complete an evaluation of the Operator or Management Company annually in compliance with the standards set forth in the developed by the Governing Authority of the School.

**3.4 Volunteer Requirements.** Any requirement adopted by the School that requires parents to commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. Volunteers that come into regular or unsupervised contact with students shall be required to submit to a background check. A copy of the School's volunteer policy and any changes thereto shall be provided to the Sponsor.

**3.5 Fiscal Year.** The fiscal year for the School shall commence July 1 and end June 30 of each year.

## **Section 4**

**4.1 Operational Powers.** The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers: contracting for goods and services; selecting and controlling curricula and educational programming; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Agreement; and adoption of policies and Code of Regulations consistent with the terms of this Agreement. The powers described in this paragraph may not be delegated.

Unless operations are suspended in accordance with ORC 3314.072, the School must remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Sponsor may, but is not obligated to assume operations of the School as provided for in ORC 3314.073.

### **4.2 Evaluations and Trainings.**

- a. **Superintendent and Principal Evaluations.** The Governing Authority shall conduct a performance evaluation off the superintendent and/or the principal of the school at least annually. This evaluation shall include a review of the school's academic performance, achievement of or progress toward achieving school goals. The evaluation shall be reported to the v Sponsor. The Sponsor shall review the evaluations and may use information contained in the evaluations as part of the School's annual performance evaluation.
- b. **Employee Evaluations.** The superintendent or his/her designee shall conduct performance evaluations of the School's employees at least annually.
- c. **Training.** The Governing Authority shall adopt a policy outlining the process for providing all Governing Authority members professional development. The annual plan is subject to the approval by the Sponsor. If the policy or plan fails to meet the approval of the Sponsor, the School shall make such amendments to the policy as required by the Sponsor. The policy adopted by the Governing Authority shall include a provision that all members will satisfactorily complete approved community school governing authority training within six months of: (a) executing this Agreement (for those members currently serving on the Governing Authority or provide evidence of prior completion) or (b) being seated on the Governing Authority (for all future Governing Authority members), whichever comes first. Failure to complete this requirement will be noted in the annual performance evaluation compiled by the Sponsor.

- e. **Overall School Performance.** The Governing Authority shall conduct an annual evaluation of the overall school performance in a format approved by the Sponsor. The annual evaluation by the Governing Authority shall include at least a review and evaluation of the following items:
- the mission and vision statements;
  - governance;
  - fiscal or financial matters;
  - operations, recordkeeping, reporting and data;
  - special education and other diverse learning needs; and
  - academics utilizing the state report card measures.
- e. **Annual Evaluations.** The Sponsor shall conduct an annual performance evaluation of the School. This annual evaluation includes monitoring and evaluating the academic and fiscal performance and the organization and operation of the School. The Sponsor will review the past year's academic report card measures with the Sponsor by August 15, 2018, the most recent report card for the school is **Attachment 3**. No later than October 15, 2018, the Sponsor will develop a one year academic goals and measures for the school with improvement targets including any new report card measures and in compliance with ESSA (the Every Student Succeeds Act). The Sponsor shall also perform a performance evaluation in compliance with the Performance Framework attached as **Attachment 4**. In addition, prior to any renewal of this agreement but not less than every five (5) years, the Sponsor shall conduct high stakes review. This high stakes review shall include a rigorous evaluation of the School's performance including a review of the mission and vision statements, academic, financial, operational and governance, over the term of this Agreement. The Sponsor's Performance Framework may be modified from time to time upon written notification by the Sponsor to the School.

**4.3 Transportation.** The Sponsor and the School acknowledge and agree that the School is not required to provide transportation to students attending the School, unless the student has an individual education program that requires transportation as a related service. If the School chooses to provide transportation, the School shall be solely responsible for providing transportation services, if any, to students attending the School. In providing all or partial transportation, the School shall comply with all Ohio laws, including ORC 3314.091, and all Federal regulations related to student transportation.

**4.4 Food Services.** The School shall provide free and reduced-price meals to needy students in a manner determined by the Department and in accordance with Governing Authority policy and applicable federal and state laws. Additional documentation as determined by the Department beyond free- and reduced- lunch status may be required for funding or accountability purposes.

**4.5 Insurance.** The School shall purchase insurance protecting the School and Governing Authority, employees, and volunteers (if allowable by policy), and Sponsor where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The Sponsor shall be identified as an additional insured on the policy. The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below:

- a. Comprehensive general liability - \$2,000,000;
- b. Officers, directors and employee's errors and omissions - \$1,000,000;
- c. Property insurance - As required by landlord;
- d. Motor vehicle liability (if appropriate) - \$1,000,000; and
- e. Workers' compensation - (as required by state law).

All insurance certificates are attached as **Appendix 6**.

The Sponsor shall provide at least sixty (60) days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the Sponsor and underwritten by insurers that are legally authorized in the State of Ohio and that are rated by A.M. Best Company not lower than "A-VII". The School shall provide current certificates of insurance to the Sponsor by July 1 annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, sent to the School and the Sponsor. The School shall notify the Sponsor within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

**4.6 Monies to be set aside in the event the School Closes.** The School shall either maintain one month of operating expenses in its bank account at all time or establish an escrow account with at least \$5,000 solely established for the purposes of paying the cost of a treasurer through the closure and costs associated with the closure including securing and maintaining any school buildings, transferring records, and any other costs associated with the orderly closing of the school.

**4.7 Technology.** If the School applies for E-Rate funding or if is otherwise required by law, the School must have a state-approved technology plan and complete any necessary filing procedures on or before the applicable deadlines. All technology plans must be updated as required and submitted as required by law, rule or regulation.

## **Section 5**

**5.1 School Grade Levels.** The School is authorized to serve students in grade nine through grade twelve. The School shall not enroll students in grades other than those specified in this Agreement. If the School seeks to change the authorized grade levels, the School shall provide a notice and evidence to support increasing or decreasing the grade levels to the Sponsor not less than sixty (60) days prior to the first day of school. Any change in school grade levels shall require a contract modification and mutual agreement of the School and Sponsor, which shall not be unreasonably withheld.

**5.2 Student Demographics.** As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made by the School in a nondiscriminatory manner and in accordance with the enrollment preferences, selection method, timeline, and procedures described in **Attachment 5**.

The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the community the School serves. The School's racial and ethnic demographics shall reflect the geographical area community the School serves. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch programs within the Sponsor average, taking into account the demographics of other public schools within a reasonable proximity to the School. The Parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in **Attachment 5**.

**5.3 Maximum and Minimum Enrollment.** The School and the Sponsor agree that during the term of this Agreement, the School's total enrollment shall not exceed the occupancy permit of the School's facility and site. The minimum enrollment is determined to be the lowest full-time equivalency enrollment necessary for financial viability, as reasonably determined by both Parties. However, the School must enroll a minimum of twenty-five (25) students and comply with Section 3.2(A)(1) of this Agreement and with the admission requirements set forth in ORC 3314.06 and 3314.061.

**5.4 Eligibility for Enrollment.** The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in ORC 3314.06 and 3314.061. All enrollment decisions shall be made in accordance with applicable State and Federal law and policy.

**5.5 Admissions Procedures.** The admissions procedures shall at all times comply with ORC 3314.06 and, if applicable, ORC 3314.061 including the following requirements:



Specify that the school will not discriminate in its admission of students to the School on the basis of gender, race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude; and, be open to any individual entitled to attend school in the State of Ohio pursuant to ORC 3313.64 or ORC 3313.65 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 Agreement agree upon and/or (iii) residents of a specific geographic area within the district as defined in this Agreement.

Specify in a policy whether the enrollment is limited to students who reside in the district in which the School is located or is open to residents of other districts.

If the number of applicants exceeds the capacity restrictions of Paragraph 5.3 of this Agreement or the capacity of the School's programs, classes, grade levels or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and may be given to eligible siblings of such students, to students of full time faculty at the School so long as under 5% of the School's total enrollment, and preference must be given to those students who reside in the district in which the School is located.

Tuition in any form shall not be charged for enrollment of any student that is a resident of the state per ORC 3314.08(F). The School shall not require contributions either from any student eligible to enroll or enrolled in the School or from any parent or guardian of a student who is enrolled or intending to enroll in the School. Nothing in this paragraph shall prevent the School from charging reasonable class, book or similar fee(s) or engaging in voluntary fundraising activities.

**5.6 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.** To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- a. Following the application deadline and upon completing the lottery, if appropriate, the School shall obtain the most recent Individualized Education Program ("IEP") or Section 504 Plan and Evaluation Team Report ("ETR"), if any;
- b. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with the Individuals with Disabilities Education Act ("IDEA"), as well as Ohio's Operating Standards for the Education of Children with Disabilities and Sponsor requirements and procedures concerning the education of students with disabilities;
- c. When a student who has intensive service needs as identified by an IEP Team applies for admission into the School, the School Principal shall convene an IEP Team meeting; and,

- d. Upon admission of any handicapped and/or disabled student, the School shall comply with federal and state laws regarding the education of such students.

**5.7 Participation in Schools.** No student may be jointly enrolled full-time in the School and another district or community school. Students enrolled in the School may participate in career and technical programs and College Credit Plus programs.

**5.8 Expulsion and Denial of Admission.** The School shall immediately 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 that due process related thereto and is included in **Attachment 8**. The School's policy and practice shall comply with the requirements of ORC 3313.66, 3131.661 and 3313.662. Those policies and practice shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

The authority to hold expulsion hearings, wherein a student may be expelled from the School, shall remain with the Governing Authority or a designee of that board, with alignment as appropriate to school policies.

**5.9 Continuing Enrollment.** Pursuant to Ohio law, students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion or graduation and unless the student is properly withdrawn from the school.

**5.10 Attendance.** The School shall immediately adopt an attendance policy that includes a procedure for automatically withdrawing a student from the School if the student without legitimate excuse fails to participate in 105 consecutive hours of the learning opportunities offered to the student. The School's attendance policy must be available for public inspection. The School's attendance policy and participation records shall be made available, upon request, to the Department, Auditor of State, and Sponsor to the extent permitted by 20 USC 1232 g, the Family Educational Rights and Privacy Act (FERPA), ORC 3319.321, and any applicable rule or regulation thereto.

## **Section 6**

**6.1 Vision, Mission, and School Goals.** The School shall follow the unique vision, mission and specific goals of the school as set forth in **Attachment 8**, School Education Plan which has been approved by the Sponsor. The School Education Plan shall not be modified or revised without the written consent and approval of the Sponsor.

**6.2 Sponsor Academics, Finance, Governance, and Operations Standards.** The School shall meet or exceed Sponsor standards established for the School in the areas of academics, finance, governance and operations. The School shall be provided the school specific academic standards by October 15, 2018 and the finance, governance

and operation goals are attached in **Attachment 4**. The School acknowledges that these goals and indicators may change over time and that the Sponsor agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized.

**6.3 Academically Exceptional Students.** The School shall identify academically low-achieving, at-risk students, and other "exceptional children" as defined by the Ohio Revised Code, Ohio Administrative Code, and any standards adopted by the State Board of Education, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Application and this Agreement.

**6.4 Computer Based/On-Line Programs.** The School's educational program as contained in the application and currently operated and as reviewed by the Sponsor does not include an on-line program pursuant to ORC 3314.23 and the School is accordingly prohibited from offering such online programs.

**6.5 Curriculum, Instructional Program and Pupil Performance Standards.** The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Agreement. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed the Ohio Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

The school shall timely administer the assessments which shall include statewide achievement and diagnostic tests, and at least one of the assessment tools identified in the educational program in **Attachment 6**, and any other assessments required by law or recommended by the Sponsor. The School must submit a calendar of assessments to the Sponsor prior to the start of each academic year.

The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment tools, and such changes shall be reflected in **Attachment 6**. The school shall satisfy the performance standards outlined in **Attachment 6** and such other standards required by law or recommended by the Sponsor and agreed to by the School. The Governing Authority shall give the Sponsor advanced written notice of its desire to update **Attachment 6**, however, changes will not be implemented without prior written approval by the Sponsor.

**6.6 Graduation Requirements.** The School shall develop and submit to the Sponsor for approval a policy setting forth its graduation requirements that align with state graduation guidelines no later than August 1 of each year.

**6.7 Tuition and Fees.** The School shall not charge tuition, except as otherwise provided in ORC 3314.06 and 3314.061, before and after school programs or as

otherwise permitted by law. Student fees may be charged by the School so long as in accordance with applicable Ohio law.

**6.8 English Language Learners.** The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the State's procedures for identifying, assessing and exiting English language learners.

#### **6.9 Education of Students with Disabilities**

- a. The School shall be responsible to provide all special education support services to students at the School, and may contract with entities to provide special education teacher(s) or related services subject to confirmation of appropriate licensing. The School shall assign other special education support staff as necessary to meet student needs.
- b. The School agrees to comply with all its policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the Sponsor disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the Sponsor's position shall control.
- c. The School shall direct the development and/or modification of any IEP for special education students of the School.
- d. The Sponsor or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the Sponsor shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- e. The School shall comply with Maintenance of Effort ("MOE") requirements pursuant to Individuals with Disabilities Education Improvement Act ("IDEA") of 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34 C.F.R. section 300.203.
- f. Special education supports and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

**6.10 Assuring Adequate Yearly Progress.** The School shall develop a plan of intervention for all students not found proficient or not making adequate yearly progress and submit it to the Sponsor for approval.

## **Section 7**

**7.1 Funding.** The School must comply with ORC 3314.08 and properly report students into the Department's EMIS system pursuant to ORC 3301.0714 and corresponding regulations and guidance from the Department. The School agrees to update and correct all student participation information in EMIS including, without limitation, the percentage of time factor, the school calendar, the start and end date for student enrollment, and any special education information. Should the School receive a notice of overpayment directly or indirectly from the Department, the School shall notify the sponsor within 2 business days of such notice with a plan for repayment of any overpayment.

**7.2 Financial Reporting.** The School shall comply with all standards for financial reporting pursuant to ORC 3301.07(B)(2).

- a. A financial plan detailing an estimated School budget for each fiscal year of this Agreement is attached as **Attachment 9**. Each year of this Agreement, on or before June 30, a revised School financial plan shall be submitted by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for each fiscal year of the contract and must show a positive cash flow in the first 3 years. Revenues shall include the base formula amount that will be used for purposes of funding calculations under ORC 3314.08. The base formula amount for each year shall not exceed the formula amount defined under ORC 3317.02. All projected and actual revenue sources must be included in the plan and projected expense must include the total estimated per pupil expenditure amount for each year. The plan shall also specify for each year a percentage figure to be used for reducing the per-pupil amount of the subsidy calculated pursuant to ORC 3317.029 that the School is to receive that year under ORC 3314.08. The Financial Plan must describe the School's financial controls.

### **7.3 Fiscal Officer.**

- a. **Fiscal Officer.** The Governing Authority shall designate a fiscal officer that is responsible for fiscal operations of the School. The designated fiscal officer shall be appropriately licensed and required to execute a bond in an amount and with surety as approved by the Governing Authority. The bond shall be payable to the state, conditioned for the faithful performance of all official duties required of the fiscal officer. The bond shall be deposited with the Governing Authority and a copy filed with the county auditor. The designated fiscal officer shall maintain the school's financial records in the same manner and method as is commonly used by traditional school districts, pursuant to rules of the Auditor of the State. The

Governing Authority recognizes it is subject to audits pursuant to ORC117.10. The Governing Authority shall use its best efforts to require the Licensed Fiscal Officer to include GAAP conversion or to contract out for GAAP conversion for the School. The Governing Authority shall ensure that it and its designated fiscal officer are fully compliant with the Auditor's office, including the provision of records and the completion of audit requirements. The Governing Authority shall ensure that the designated fiscal officer provides fiscal information and reports as required by law, this Agreement, and/or as designated from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for the Sponsor to perform its oversight and monitoring responsibilities. The fiscal officer shall be independent from the operator with which the school has contracted. A copy of the bond in the minimum amount of \$100,000 is attached as **Appendix 5**. If the fiscal officer changes, the Governing Authority must notify the Sponsor in writing within ten (10) business days.

If the School should be declared unauditale under ORC 3314.51, the Governing Authority 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 all closing procedures if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close, and must authorize that the Fiscal Officer and/or Fiscal Officer's agreement remain fully authorized 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 funds owed as a result of any findings of recovery by the Auditor of State against the Fiscal Officer.

- b. Fiscal Services Agreement. The Governing Authority may contract for fiscal services. The fiscal officer under such an agreement shall be employed by or engaged under a contract with the Governing Authority of the School, as required by ORC 3314.011(A). If the Governing Authority Contracts for fiscal services, the agreement must require the fiscal officer to assist in all audits and provide closure and final, or special, audit services.
- c. ORC 3314.029(C) - Bond. The Sponsor may upon thirty (30) days written notice to the Governing Authority require the School to post and file a bond with the Superintendent of Public Instruction payable to the state which shall be used to pay the state any moneys owed by the School in the event the School closes as set forth in ORC 3314.029(C). The Governing Authority's failure to provide this bond upon receipt of proper notice and within a reasonable time to cure is grounds for immediate termination of the Agreement.

**7.4 Budget.** On or before October 1 of each year, the School shall submit to the Sponsor its proposed balanced budget for the following school year for Sponsor review for statutory compliance and compliance with the terms and conditions of this Agreement. The School's budget shall ensure that the School carries at least one-month's cash reserves to continue operation of the School. The budget shall be prepared in accordance with ORC 3314.032 and the Department Guidance. If the school has entered into a contract with an Operator, the budget must include a detail of all expenditures including a detail of payments to the Operator in the same format as required by the Auditor of State. The budget as approved by the Governing Authority and any subsequent approved revisions shall be submitted to the Sponsor along with the Governing Authority resolution approving the budget or budget revision. A material violation of this Section may result in the Sponsor initiating remedies described in Section 2.4.

**7.5 Enrollment Projections.** Beginning with its second year of operation, the School shall provide the Sponsor with its latest and best estimates of its anticipated enrollment for the next school year by January 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official membership for the current school year. The Parties agree that the purpose of this Section is to provide information to allow the Sponsor to prepare its future budgets, and that any information provided under this Section shall not be used by the Sponsor for the purpose of funding pursuant to Section 8.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

**7.6 Contracting.**

- a. The School shall not extend the faith and credit of the Sponsor to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the Sponsor, and the School's authority to contract is limited by the same provisions of law that apply to the Sponsor. Unless otherwise agreed in writing by the Sponsor, each contract or legal relationship entered into by the School shall include the following provisions:
- b. The contractor acknowledges that the School is not an agent of the Sponsor, and accordingly contractor expressly releases the Sponsor from any and all liability under this agreement.
- c. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Governing Authority.

**7.7 Annual Audit.** The School shall undergo an annual financial audit by the Auditor of State pursuant to ORC 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of State or his designee of an audit, the school shall notify the Sponsor in writing of the time, date, and location of any scheduled meeting with the Auditor. The Sponsor shall maintain a presence at any and all meeting with the Auditor. All financial

records must be kept in the same manner as financial records of school districts, pursuant to rules of the Auditor of State. Audits shall be conducted in accordance with ORC 117.10. The School shall notify Sponsor of all meetings with the Auditor of State or their designee. A draft of the results of the audit shall be provided to the Sponsor in written form each year. The School shall not waive any exit conferences or interviews with the Auditor of State or their designee without the prior written approval by Sponsor. If the school receives comments or findings in its annual audit, the School shall have a post-audit conference and at least the President of the Governing Authority shall attend the post-audit conference in addition to the Sponsor.

**7.8 Loans.** The School shall not obtain loans or funding that encumbers state foundation payments or federal grants. No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entity, without Sponsor approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

Any loans obtained by the School 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.

## **Section 8**

**8.1 Employment of Teachers.** At least one full-time or two part-time classroom teachers each working more than twelve hours per week must be employed to work in the School. The full-time classroom teachers and part-time classroom teachers working more than twelve hours per week shall be certified in accordance with ORC 3319.22 to 3319.31. Non certificated persons may teach up to twelve hours per week in the School pursuant to ORC 3319.301. The student to full-time equivalent classroom teacher ratio shall be no more than 30:1. If the School uses federal funds for the purpose of class size reduction by using Title I or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 25:1 based upon the State Operating Standard OAC 3301-35-05 (A)(3). The School may employ non-teaching employees. Prior to the opening day of the school each year, the School will provide the Sponsor with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio. Although the Governing Authority may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the expiration of this Contract. All teachers and "para-professionals shall meet the "highly qualified" standards as applicable and as set out in the last known law as "No Child Left Behind" or its successor law(s). In addition, persons with only long-term substitution licenses may be employed only if their license is in the grade level and content area they are teaching. The School shall provide the Sponsor with the roster and meeting dates for the Local Professional Development Committee (LPDC) and the laws and rules governing LPDC must be implemented by the School.



**8.2 Employee Status.** All employees hired by the School or the operator shall be employees of the School or operator and not the Sponsor. All employee discipline decisions shall be made by the School. The Sponsor shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's community school application. The Handbook may be amended or revised at the discretion of the School. The School shall develop requirements and procedures for the disposition of employees in the event the School's Agreement is terminated or not renewed pursuant to ORC 3314.07.

**8.3 Criminal Records Check/Background/Fingerprinting.** The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to ORCs 3319.39 and 3319.391. This includes ensuring that all independent contractors and companies that place employees in the school complete the requisite background checks. The School agrees that the Sponsor shall have access to these records upon request.

**8.4 Employee Benefits.** The School must provide, to all full-time employees, health and other benefits as set out in **Attachment 10**. **Attachment 10** may be amended by the School from time to time, provided however, all such amendments shall be provided to Sponsor in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to ORC Chapter 4117, the collective bargaining agreement supersedes **Attachment 10** to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Contract.

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

**8.5 Required Training for Teachers.** Each person employed by the School as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the School, and every five (5) years thereafter. Prior to opening day, the School will provide the Sponsor with proof of Ohio licensure/certification in each teacher's represented field and credentials and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator. Each classroom teacher initially hired by the School on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education. Beginning with the 2015-2016 school year, if the School is ranked in the lowest ten percent (10%) of all public school buildings according to performance index score, the

School Governing Authority shall require each classroom teacher currently teaching in a core subject area in the building to demonstrate expertise by examination.

## **Section 9**

**9.1 Sponsor Fee.** The Sponsor has considered and evaluated the oversight, technical assistance, and monitoring it will provide to the School, for and in consideration of providing these services to the School, the School shall pay Sponsor a fee of three percent (3%) of the total amount of payments for operating expenses received each year by the School from the State of Ohio. The fees are calculated from the Department's issued community school settlement report identifying the amount of state funds paid to the School for the invoice period, the applicable line being entitled "state payments before retirement funds." of the prior month's settlement report. Payments shall be made by the 30th day of each month, except for February which shall be the 28th day. Failure to make required payments may result in Sponsor placing the school on probation, suspension or termination pursuant to the terms of this Agreement.

## **Section 10**

**10.1 School Facility.** The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the Sponsor with a copy of the lease, deed, or other facility agreement granting the School the right to use the same. A description of the facility; a copy of the lease, deed, or other facility agreement; the annual costs associated with leasing the facility or annual mortgage principal and interest payments are attached as **Attachment 7**. The School shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The Sponsor shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1 above.

**Attachment 7** will include the physical and/or mailing address utilized by the School. The School's physical and/or mailing address will not be changed or altered without the prior written consent of the Sponsor.

The Sponsor shall have the right to inspect and approve of the site before the lease is signed. The School shall include in the lease a contingency stating that the lease expires at the end or termination of the School's charter contract or some other contractual protection so that the School does not get burdened with the lease if it loses the charter contract or its funding from the State of Ohio. The lease cannot contain any balloon or payout provisions resulting from a breach or missed payment. Prior to entering into any lease or purchase agreements, the Governing Authority shall obtain an opinion from an independent licensed professional in the real estate field that verifies the lease or purchase agreement is commercially reasonable at the time and provides the fair market value of the property. This opinion shall be attached as an addendum to the lease or purchase agreement.

If the location has been or will be purchased by the School, the contract of sale and related documents shall not be signed unless in accordance with the financial plan approved by the Sponsor. Approval of the site shall not be unreasonably withheld. After leasing or purchase, a copy of the lease or conveyance documents, subsequent amendments, modifications or renewals thereof and all related documents shall immediately be provided to the Sponsor and included in **Attachment 7**.

Any facility used for the School shall meet all health and safety standards established by law for school buildings. Any lease agreement entered into by the Governing Authority to lease a facility for the School must contain a provision that it is an express condition of the lease that the facilities leased meet all health and safety standards established by law for school buildings.

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

The Department has the authority as the community school oversight body to suspend the operations of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the School that poses an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.

## **Section 11**

**11.1 Renewal Timeline and Process.** The School shall submit its renewal application per the timeline and format published by the Sponsor. At least fifteen (15) days prior to the date on which the Oversight Committee will consider whether to renew the Agreement, Sponsor personnel shall provide to the Sponsor Oversight Committee members a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the Agreement. The Sponsor Oversight Committee shall rule by resolution on the renewal application no later than January 15 of the year in which the Agreement expires, or by a mutually agreed upon date following an informal hearing where the School shall have the opportunity to address the Sponsor about its renewal request. If the Sponsor decides to not renew the Agreement, it shall detail the reasons in its resolution.

**11.2 Renewal Application Contents.** In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the Sponsor's indicators. The timeline and format of the renewal application shall be provided to the School by the Sponsor.

**11.3 Criteria for Renewal or Non-Renewal and Revocation.** The Sponsor may terminate, revoke or deny renewal of the Agreement for any of the grounds provided by state law, ORC 3314.07, as they exist now or may be amended, or material breach of this Agreement.

**11.4 Non-Renewal Appeal Procedures.** The Sponsor shall provide the School written notice of the grounds for termination or non-renewal by January 15 of the year the Sponsor intends to take action pursuant to ORC 3314.07. Any appeal shall be in accordance with the requirements of ORC 3314.07.

**11.5 School-Initiated Closure.** Should the School choose to terminate this Agreement, it may do so in consultation with the Sponsor at the close of any school year and upon written notice to the Sponsor given at least one hundred eighty days before the end of the school year for which the School seeks to close.

**11.6 Ending the Community School.** Unless a renewal contract has been authorized by the Sponsor, or the school is not renewed for any reason set forth in ORC 3314.07(B)(1)(d), or the Governing Authority notifies the Sponsor of its intent not to renew the Contract pursuant to Section 3314.07(D) of the Revised Code, upon the termination date of this Contract or date the School is required to close permanently, the operation of the School will cease as a community school and the following requirements and procedures apply regarding the Governing Authority and the School:

- The Governing Authority or School may not enter into a contract with another sponsor. The School shall permanently close at the end of the school year or applicable and lawful date.
- Regarding employees, if there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed. In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed. If employees are laid-off, the provisions of Section 3319.17 of the Revised Code apply.
- Upon termination of this Contract, by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the School, all equipment, supplies, real property, books, furniture or other assets of the School shall be distributed in accordance with ORC 3314.074 and the Governing Authority's Articles of Incorporation and Code of Regulations.
- Upon request of the Sponsor, the Governing Authority, School, and/or their agents will immediately provide the Sponsor any and all documentation and records, including, but not limited to, financial records deemed necessary by the Sponsor to facilitate the School's closure. This transmittal of documentation and records to the Sponsor excludes all

students' educational records, which should be forwarded to the individual student's school district of residence.

- In accordance with Section 3314.44 of the Revised Code, the School's leader, as Chief Administrative Officer of the School, shall take all reasonable steps necessary to collect and assemble the students' educational records in an orderly manner and transmit the records to the student's school district of residence within seven (7) days of the School's closing.
- The School also hereby agrees that it will cooperate fully with the Sponsor to complete the appropriate procedures and paperwork as outlined by the Sponsor, the Department, or in statute in the event the School is closed. Any refusal by the School to cooperate fully with Sponsor will be considered a material breach of this Contract and may serve as the basis for any other injunctive relief.

**11.7 Dissolution.** In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Agreement, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The Sponsor shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the Sponsor does not assume any liability incurred by the School beyond the funds allocated to it by the Sponsor under this Agreement. Should the School cease operations for whatever reason, the Sponsor maintains the right to continue the School's operations as a Sponsor facility until the end of the school year. The Sponsor's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) provide student records to the traditional district where the student resides or transfer of records to the school where the student is now enrolled. School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the Sponsor's request and counseling with students to facilitate appropriate reassignment.

**11.8 Distributing Assets of School.** The School agrees to comply with ORC 3314.074 in distributing the assets of the permanently closed school.

## **Section 12**

**12.1 Order of Precedence.** In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Agreement shall take precedence over policies of either party and the Application; applicable policies of the Sponsor that have not been waived shall take precedence over policies and practices of

the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the community school contract shall take precedence over the Application.

**12.2 Amendments.** No amendment to this Agreement shall be valid unless ratified in writing by the Sponsor and the school Governing Authority and executed by authorized representatives of the Parties.

**12.3 Merger.** This Agreement contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Agreement.

**12.4 Non-Assignment.** Neither Party to this Agreement shall assign or attempt to assign any rights, benefits, or obligations to any such accruing to the Party under this Agreement unless the other Party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

**12.5 Governing Law and Enforceability.** This Agreement shall be governed and construed according to the Constitution and Laws of the State of Ohio. If any provision of this Agreement or any application of this Agreement to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Agreement if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision. The Parties agree, that upon any material changes in law that may materially impact the relationship of the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in law, amend this Agreement to reflect such change in law.

**12.6 No Third-Party Beneficiary.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Sponsor and the School subject to Section 2.3 of the Agreement. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

**12.7 No Waiver.** The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Agreement shall constitute a waiver of any other breach.

**12.8 Notice.** Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one day after deposit with a nationally recognized overnight courier, or three days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated Sponsor representative for notice to the Sponsor, at the addresses set

forth below. Either party may change the address for notice by giving written notice to the other party.

Sponsor:

School:

Director  
Office of School Sponsorship  
Ohio Department of Education  
25 South Front Street  
Columbus, Ohio 43215


**12.9 Severability.** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in full force and effect, unless otherwise terminated by one or both of the Parties in accordance with the terms contained herein.

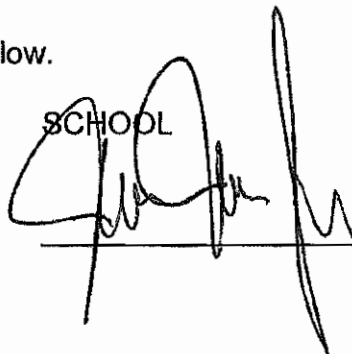
**12.10 Interpretation.**

- a. **Standard of Compliance.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Agreement, the Application, and Sponsor policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the Sponsor of otherwise-comparable Sponsor schools.
- b. **Business Days.** As used in this Agreement "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the state of Ohio are closed.
- c. **Counterparts; Signature by Facsimile.** This Agreement may be signed in counterparts, which when taken together, shall constitute one original Agreement. Signatures received by facsimile by either of the Parties shall have the same effect as original signatures.
- d. **Conflict with Exhibits.** In the event of conflicts or inconsistencies between this Agreement, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Agreement, second, the attachments, and last the application.

Executed by the following on the dates provided below.

Ohio Department of Education

  
Paolo DeMaria  
Superintendent of Public Instruction

SCHOOL  


Paolo DeMaria  
Superintendent of Public Instruction

by: \_\_\_\_\_  
its: \_\_\_\_\_



## **Appendices**

Appendix 1:	Articles of Incorporation and Code of Regulations
Appendix 2:	Tax Exempt Status
Appendix 3:	Governing Authority Membership
Appendix 4:	Code of Regulations
Appendix 5:	Bond
Appendix 6:	Insurance Certificates
Appendix 7	Operator Contract Guidelines

## **Attachments**

Attachment 1:	Opening Conditions
Attachment 2:	Laws Applicable to Community Schools
Attachment 3:	School Report Card
Attachment 4:	Sponsor Performance Framework
Attachment 5:	Enrollment preferences, selection method, timeline, and procedures.
Attachment 6:	School Education Plan
Attachment 7:	School Facility description and/or lease
Attachment 8:	Expulsion and Denial of Admission Policy
Attachment 9:	Financial Plan
Attachment 10:	Employee Benefits

## Appendix 1



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/04/2008	200830802766	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

**Receipt**

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

MAHONING COUNTY JUVENILE COURT COMMUNITY ADVISORY BOARD INC  
300 E. SCOTT ST.  
YOUNGSTOWN, OH 44505

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1816146

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

**THE MAHONING COUNTY HIGH SCHOOL**

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

Document(s)

**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):

**200830802766**

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 3rd day of November,  
A.D. 2008.

Ohio Secretary of State



Prescribed by:

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

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

Expedite this Form: (Select One)

☐ Yes PO Box 1390  
 Columbus, OH 43216  
 \*\*\* Requires an additional fee of \$100 \*\*\*  
☒ No PO Box 670  
 Columbus, OH 43260

RECEIVED

NOV 09 2008

SECRETARY OF STATE

## INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

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

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

FIRST: Name of Corporation The Mahoning County High School

SECOND: Location Youngstown Mahoning  
 (City) (County)

Effective Date (Optional) 11/1/2008 Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.  
 (mm/dd/yyyy)

☐ Check here if additional provisions are attached

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

THIRD: Purpose for which corporation is formed

Operate an alternative educational school for troubled area youth.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any) 0  
 (No. of Shares) (Type) (Par Value)

(Refer to instructions if needed)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.

Anthony M. D'apolito

(Name)

300 E. Scott Street

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Youngstown

(City)

Ohio

(State)

44505

(Zip Code)

Tom Robey

(Name)

280 6th Street

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Campbell

(City)

Ohio

(State)

44505

(Zip Code)

Harold Yanniaki

(Name)

860 Glenbrook Rd.

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Boardman

(City)

Ohio

(State)

44512

(Zip Code)

#### REQUIRED

Must be authenticated  
(signed) by an authorized  
representative

(See Instructions)

Authorized Representative

(print name)

10-27-08

Date

Authorized Representative

(print name)

Date

Authorized Representative

(print name)

Date


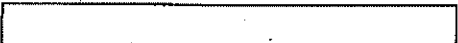
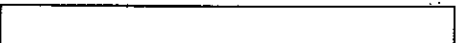
Complete the information in this section if box (1) (2) or (3) is checked.

### ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of The Mahoning County High School hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

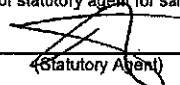
Anthony M. D'apolito  
(Name)  
300 E. Scott Street  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.  
Youngstown, Ohio 44505  
(City) (Zip Code)

Must be authenticated by an authorized representative

 Authorized Representative	<u>10-27-08</u> Date
 Authorized Representative	 Date
 Authorized Representative	 Date

#### ACCEPTANCE OF APPOINTMENT

The Undersigned, Anthony M. D'apolito, named herein as the  
Statutory agent for, The Mahoning County High School  
hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature:   
(Statutory Agent)

## Appendix 2



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/27/2009	200908501748	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	.00	.00	.00	10.00

**Receipt**

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

RICHARD VENDETTI  
300 EAST SCOTT STREET  
YOUNGSTOWN, OH 44505

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jennifer Brunner****1816146**

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

**MAHONING COUNTY HIGH SCHOOL**

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

Document(s)

**DOMESTIC/AMENDMENT TO ARTICLES**

Document No(s):

**200908501748**

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 26th day of March, A.D.  
2009.

**Ohio Secretary of State**





Prescribed by:

The Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us

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

Expedite this Form: (Select One)

Mail Form to one of the following:

☐ Yes PO Box 1390  
Columbus, OH 43216

\*\*\* Requires an additional fee of \$100 \*\*\*

☒ No PO Box 1329  
Columbus, OH 43216

RECEIVED

MAR 26 2009

SECRETARY OF STATE

**Certificate of Amendment by  
Shareholders or Members  
(Domestic)**

Filing Fee \$50.00

(CHECK ONLY ONE (1) BOX)

<b>(1) Domestic for Profit</b> <input type="checkbox"/> Amended (122-AMAP)	<b>PLEASE READ INSTRUCTIONS</b> <input type="checkbox"/> Amendment (123-AMDS)	<b>(2) Domestic Nonprofit</b> <input type="checkbox"/> Amended (126-AMAN)	<input checked="" type="checkbox"/> Amendment (128-AMD)
--	---	---	--

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

Name of Corporation Mahoning County High SchoolCharter Number 1818146Name of Officer Anthony D'ApolitoTitle Director☒ Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

☐ A meeting of the ☐ shareholders ☐ directors (nonprofit only)

☐ members was duly called and held on \_\_\_\_\_  
 (Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise \_\_\_\_\_ % as the voting power of the corporation.

☒ In a writing signed by all of the ☐ shareholders ☒ directors (nonprofit amended articles only)

☐ members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.

Clause applies if amended box is checked.

Resolved, that the following amended articles of incorporations be and the same are hereby adopted to supercede and take the place of the existing articles of incorporation and all amendments thereto.

All of the following information must be completed if an amended box is checked.  
If an amendment box is checked, complete the areas that apply.

**FIRST:** The name of the corporation is: Mahoning County High School

**SECOND:** The place in the State of Ohio where its principal office is located is in the City of:

Youngstown

(city, village or township)

Mahoning

(county)

**THIRD:** The purposes of the corporation are as follows:

1. Said organization is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code. 2. Upon dissolution of the organization assets shall be distributed for one or more exempt purposes within 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 by the Court of Common Pleas of the county in which the principal office of the organization is then 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.

**FOURTH:** The number of shares which the corporation is authorized to have outstanding is: \_\_\_\_\_  
(Does not apply to box (2))

#### REQUIRED

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



Authorized Representative

Anthony D'Apolito

(Print Name)

FEB 24, 2009

Date



Authorized Representative

(Print Name)

Date

**Amendments to Mahoning County High Schools Articles of Incorporation:**

A. Said organization is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501c3 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

B. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501c3 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 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.

C. The Mahoning County Educational Services Center is a governmental organization.

**Non-Discriminatory Policy**

The Mahoning County High School shall seek to achieve racial and ethnic balance reflective of the community it serves by publicizing and marketing the MCHS in, and recruiting students from, all segments of such community. Any student facing legal proceedings within the Mahoning County Juvenile system is eligible to apply for enrollment. The MCHS shall provide notices to students, parents, employees and the public that all educational programs are available without regard to race, creed, color, handicapping condition or sex. Further, the Mahoning County High School shall provide the nondiscrimination notice in such media as newsletters, annual reports, administrative reports, program information, handbooks, application forms, and promotional materials.

## Appendix 3

Please complete for all governing authority members following the format of the example. Save and upload into EdCanta. This form must be updated if member's change.

School Name: Mahoning County High School

School ID #: 019992

Ex.	Role	First Name	Middle Name	Last Name	AKA ( Maiden)	Date of Appointment	Date of Appointment Expires	Date of Most Recent BCL	Date of Most Recent FBI	Phone Number	Mailing Address	Email Address
	Board President	Jane	M.	Doe	Smith	7/1/2013	6/30/2015	5/1/2014	5/1/2014	330-555-5555	25 Main Street, Columbus OH 43215	Jane.Doe@email.com
1	Board President	Joseph	S.	Nohra	Jr.	12/1/2013	n/a	12/7/2012	12/7/2012	330-759-0807	1 Leopard Way Youngstown, Ohio	joseph.nohra@neomin.org
2	Vice President	Lewis		Macklin		11/1/2008	n/a	9/18/2013	9/18/2013	330-744-2729	2811 McGuffey Rd Youngstown, OH 44505	lwmacii@aol.com
3	Board Member	Richard		White		1/12/2017	n/a	8/2/2017	8/2/2017	330-740-2244	300 East Scott Street Youngstown, OH 44505	rwhite01@mahoningcountyo.gov
4	Board Member	Debra		Kaleel		11/1/2008	n/a	8/2/2017	8/2/2017	330-758-3316	5771 Sharon Drive Youngstown, OH 44505	dkaleel@zoominternet.net
5	Board Member	Melanie	J.	Blumburg		6/15/2017	n/a	7/15/2015	7/15/2015	724-938-5720	250 University Avenue California, PA 45440	blumburg@calu.edu
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

## Appendix 4

**POLICY MANUAL**  
**OF THE GOVERNING AUTHORITY OF**  
**THE MAHONING COUNTY HIGH**  
**SCHOOL**



## **MASTER TABLE OF CONTENTS**

### **0000 Definitions and Interpretive Guidelines for the School Manual**

#### **Section I: Governing Authority**

##### **1100 Foundation**

1110 Mission Statement

1120 Statement of Vision

##### **1200 Authority**

1210 Legal Authority

1220 General Powers of the Governing Authority

1230 Additional Powers of the Governing Authority

##### **1300 Code of Regulations**

1300.1 Code of Regulations (Form)

##### **1400 Governing Authority Members**

1410 Background Checks and Fingerprinting

1420 New Member Orientation

1430 Compensation

1440 Reimbursement of Governing Authority Members

1450 Ethics and Conflicts of Interest Policy

1450.1 Code of Ethics (Form)

1460 Mandatory Periodic Ethical Review

##### **1500 Governing Authority Meetings**

- 1510** Public Meetings and Notification
- 1520** Executive Sessions
- 1530** Parliamentary Procedure
- 1540** Method of Voting
- 1550** Minutes of the Governing Authority Meetings
- 1560** Attendance at Governing Authority Meetings
- 1570** Public Participation at Governing Authority Meetings
- 1600 Other Managing Entities**
  - 1610** Authority to Approve Management Contract
  - 1620** Authority to Designate Fiscal Officer
  - 1630** Relationship among Different Managing Entities
- 1700 Duties of the Governing Authority**
  - 1710** Development, Revision, and Distribution of Policies
  - 1720** Monitoring Compliance with Sponsor Contract
  - 1730** Duty to Report Certain School Information
  - 1740** Public Records Policies
    - 1741** Public Records Access Policy
      - 1741.1** Public Records Access Poster **(Form)**
      - 1741.2** Acknowledgement of Receipt of Public Records Access Policy **(Form)**
    - 1742** Internet Public Record Redaction Policy
      - 1742.1** Request to Redact Personal Information **(Form)**
    - 1743** Retention, Management, and Disposal of Records
      - 1743.1** Schedule of Records Retention and Disposition **(Form)**
      - 1743.2** Certificate of Records Disposal **(Form)**
  - 1750** Financial Duties and Responsibilities
    - 1751** Annual Budget
    - 1752** Annual Financial Report
    - 1753** School Asset Policy
    - 1754** Audit Committee
    - 1755** Purchasing

- 1756 Credit Cards
- 1757 Duties and Responsibilities Related to Federal Grants
- 1758 Insurance Coverage
- 1760 Use of Mobile Phones for School Purposes
- 1770 Procedures Related to Independent Contractors
- 1800 Program-Related Duties and Other Managing Entities**
  - 1810 Development of Administrative Rules, Guidelines, and Procedures
  - 1820 Job Description Database
  - 1830 Development of School Curriculum

## **Section II: Support Services and Safety Policies**

- 2100 Food Services**
  - 2110 Food Services Program
  - 2120 Federal Nutrition Programs
  - 2130 Wellness Policy
  - 2140 Nutritional Standards
  - 2150 Nutritional Guidelines
- 2200 General Wellness Services**
  - 2210 Health Screenings
  - 2220 Immunization Requirements
    - 2220.1 Schedule of Immunization Requirements **(Form)**
  - 2230 Medication Administration
    - 2230.1 Medication Request Form **(Form)**
    - 2230.2 Parental Notification Regarding Medications **(Form)**
  - 2240 Student Use of Inhalers and Epinephrine Autoinjectors
    - 2240.1 Permission to Carry and Self-Administer Asthma Inhaler **(Form)**
    - 2240.2 Permission to Carry and Self-Administer Epinephrine Autoinjector **(Form)**
  - 2250 Known Food Allergies
    - 2250.1 Notification of Known Food Allergy **(Form)**
  - 2260 Physical Activity Waiver and Consent

**2260.1 Physical Activity Waiver and Consent Form (Form)**

**2300 General Health and Safety Policies**

**2310 Hand Washing Requirements**

**2310.1 Hand Washing Sign (Form)**

**2320 Personal Safety**

**2330 Equipment Safety**

**2400 Emergency and Other Medical Policies**

**2410 Student Medical Emergencies**

**2410.1 Emergency Medical Authorization Form (Form)**

**2420 Communicable Diseases**

**2430 Direct-Contact Communicable Diseases**

**2440 Bodily Fluid Exposure Control**

**2440.1 Bodily Fluid Exposure Report (Form)**

**2450 Head Lice**

**2450.1 Parental Notification and Treatment Letter (Form)**

**2450.2 Head Lice Class Notification (Form)**

**2450.3 Re-Admission Denial Letter (Form)**

**2500 Environmental Safety**

**2510 Compliance with Federal and State Safety Programs**

**2520 Chemical Hazard Communication Program**

**2530 OSHA Exposure Control Plan**

**2540 Asbestos Hazards**

**2540.1 Model Asbestos Management Plan (Form)**

**2550 Lead Poisoning Prevention**

**2550.1 Lead Poisoning Prevention Brochure (Form)**

**2560 Chemical Hygiene**

**2560.1 Chemical Hygiene Plan (Form)**

**2560.2 Acknowledgement of Receipt of Chemical Hygiene Plan (Form)**

**2570 Hazard Review and Inspection**

**2600 Building Security**

**2610 Building and Grounds Security**

- 2620 School Safety Plan
- 2630 Crisis Management and Response Plan
- 2640 Emergency Evacuation Drills
  - 2640.1 Record of Emergency Evacuation Drills (Form)
- 2650 Bomb Threats
  - 2650.1 Bomb Threat Call Checklist (Form)
- 2660 Weapons
  - 2660.1 Notice Prohibiting Weapons (Form)
- 2670 Public Conduct on School Property

### **Section III: Instructional Duties and Obligations**

- 3100 Federal Program Compliance
  - 3110 Equal Educational Opportunity
  - 3120 Title IX Compliance
    - 3120.1 Sample Title IX Grievance Procedure (Form)
  - 3130 Title I Compliance
    - 3130.1 Sample Title I Grievance Procedure (Form)
    - 3130.2 Title I/Title IX Complaint (Form)
  - 3140 Title V Required Cooperation
- 3200 Curriculum Standards
  - 3210 General Curriculum Standards
  - 3220 School Reform Standards
  - 3230 Qualified Educators
  - 3240 Reading Standards
- 3300 Parental Involvement
  - 3310 Parental Involvement and Participation
  - 3320 Title I Parental Involvement Policy
    - 3320.1 Model School-Parent Compact (Form)
  - 3330 Parent's Right-to-Know
    - 3330.1 Parent's Right-to-Know Letter (Form)

**3330.2** Parent's Notification Regarding Your Student's Teacher **(Form)**

**3340** Parental Rights under the Protection of Pupil Rights Amendment (PPRA)

**3340.1** Notification of Rights - Protection of Pupil Rights Amendment **(Form)**

**3400 School and Program Assessment**

**3410** Charter Contract Accountability and Assessment

**3420** Annual Reporting Requirements

**3430** Annual School Report Card

**3440** National Assessment of Educational Progress

**3450** Financial Needs Assessment

**3460** Internet School Policy

**3500 Admission, Retention, and Graduation**

**3510** Enrollment

**3511** Admission Procedure

**3512** Kindergarten Admission

**3512.1** Early Entrance to Kindergarten **(Form)**

**3513** Required Community School Notice

**3513.1** Required Community School Notice **(Form)**

**3514** Address Verification

**3515** Required Documents upon Admission

**3515.1** Grandparent Power of Attorney **(Form)**

**3515.2** Caretaker Authorization Affidavit **(Form)**

**3516** Homeless Children and Youth Placement

**3516.1** Identification of Homeless Children and Youth Form **(Form)**

**3516.2** Appeal of School's Enrollment Decision **(Form)**

**3520** School Assessments

**3521** Assessing Student Progress

**3522** Grading Policy

**3530** State Assessments

**3531** State Assessments and Support

**3532** State Assessments Security & Ethics

**3533** Standards for the Ethical Use of Tests

**3533.1** Standards for Ethical Use of Tests **(Form)**

**3540** Promotion and Retention of Students

**3550** Core Curriculum Requirements

**3550.1** Ohio Core Curriculum Requirements - Notification **(Form)**

**3600 Specialized Instruction Programs**

**3610** Program to Prevent Dropouts and Promote Reentry

**3620** Credit Flexibility Plan

**3630** School-to-Work Program

**3640** Migrant Student Program

**3650** Assisting English Language Learners and Immigrant Students

**3650.1** Guidelines for the Identification and Assessment of Limited English Proficient Students **(Form)**

**3660** Advanced Placement Program

**3670** College Credit Plus

**3670.1** College Credit Plus Counseling **(Form)**

**3670.2** Post-Secondary Enrollment Program Counseling **(Form)**

**3680** Career Advising

**3690** Gifted Students

**3700 Individuals with Disabilities**

**3710** Rights of Individuals with Disabilities

**3710.1** Special Education Policies and Procedures **(Form)**

**3710.2** Independent Education Evaluation

**3720** Section 504 of the Rehabilitation Act of 1973

**3730** Alternate State Assessments for Students with Disabilities

**3730.1** Alternate Assessment for Students with Cognitive Disabilities Manual **(Form)**

**3740** Child Find Responsibilities

**3740.1** Child Find Notice **(Form)**

## **3800 Miscellaneous Policies**

### **3810 Communicating the School's Suspension & Expulsion Policy**

**3810.1 Notice of Intent to Suspend from School (Form)**

**3810.2 Notice of Emergency Suspension and Intent to Suspend from School (Form)**

**3810.3 Notice of Suspension from School (Form)**

**3810.4 Notice to Parents/Guardians and Student Regarding your Child's Suspension & your Rights (Form)**

**3810.5 Notice of Intent to Expel from School (Form)**

**3810.6 Notice of Emergency Removal and Intent to Expel from School (Form)**

**3810.7 Notice of Expulsion from School (Form)**

**3810.8 Notice to Parents/Guardians and Student Regarding Your Child's Expulsion & Your Rights (Form)**

**3810.9 Notice of Assistance Programs for Expelled Students (Form)**

### **3820 Resolving Issues with Attendance (Form)**

**3820.1 Parental Notification Regarding Automatic Withdrawal of a Student (Form)**

**3820.2 Attendance Corrective Action Plan (Form)**

### **3830 Records Policies**

#### **3831 Student Records and Release of Information**

**3831.1 Family Educational Rights and Privacy Act ("FERPA") Notice for Directory Information (Form)**

**3831.2 Request and Consent for Release of Records (Form)**

#### **3832 Confidential and Public Records**

#### **3833 Tracking Missing Children**

**3833.1 Missing Children Report "Marking" Form (Form)**

### **3840 Controversial Topics**

#### **3841 Religion and Prayer**

#### **3842 Sexual Education and Contraceptives**

#### **3843 Obscene Materials**

### **3850 Displaying Mottos of the United States and Ohio**



**3860** Boy Scouts and Patriotic Youth Groups

**3870** Constitution Day

**3880** Disposition of Student Computers

#### **Section IV: Student-Parent Handbook**

**4000 Introduction**

**4001** Welcome

**4100 Overview**

**4101** Mission Statement

**4102** Philosophy and Vision Statement

**4103** Harassment and Sexual Harassment

**4104** Policy on Harassment, Intimidation, and Bullying

**4105** Anti-Hazing Policy

**4106** Policy on Gang Activity & Other Prohibited Groups

**4200 Attendance**

**4201** Attendance, Absence, & Truancy

**4203** Emergency School Closings & Calamity Days

**4300 Graduation**

**4301** Graduation Requirements

**4400 Student Code of Conduct**

**4410.1 Student Code of Conduct and Infraction Table**

**4410** Student Bill of Rights & Responsibilities

**4420** Dress and Grooming

**4430** Internet & Technology Acceptable Use

**4440** Use of Mobile Electronic Devices

**4450** Student Symbolic Expression

**4460** Assembling & Disorder

**4470** Drugs, Alcohol, and Tobacco

**4480** Pregnant Students & Students with Children

- 4490 Search and Seizure
- 4500 **Student Discipline**
  - 4510 Tiered Student Discipline Program
  - 4520 Transportation Discipline
  - 4530 Suspension & Expulsion Policy
  - 4540 Disciplining A 504 Student
  - 4550 Suspension & Expulsion Policy for Students with Disabilities
  - 4560 Positive Behavior Intervention Supports, Restraint, Seclusion, and Prohibited Practices
- 4600 **Student Activities**
  - 4610 Student Publications Sponsored by the School
  - 4620 Student Groups & Activities
  - 4630 School-Sponsored Trips
    - 4630.1 Field Trip Permission Form **(Form)**
  - 4640 Fundraising Activities and Projects
  - 4650 Use of School Facilities by Non-School Sponsored Clubs & Activities
  - 4660 Student Employment

## **Section V: Personnel Handbook**

- 5000 **Introduction**
  - 5010 Welcome
  - 5020 About this Handbook
    - 5020.1 Employee Acknowledgment Form **(Form)**
  - 5030 Mission Statement
  - 5040 Philosophy and Vision
  - 5050 Equal Opportunity
  - 5060 Non-Discrimination Policy
  - 5070 Anti-Harassment Policy
    - 5070.1 Reporting Acts of Harassment **(Form)**

**5080** Whistleblower Policy

**5100 Employment Pre-Requisites**

**5110** General Employment Eligibility

**5110.1** I-9 Employment Eligibility Form **(Form)**

**5120** Employee Designations

**5130** Teacher Requirements

**5140** Substitute Teachers

**5150** Educational Assistants

**5160** Other Employees

**5200 Legal Employment Status**

**5210** Scheduling and Work Hours

**5220** Organizational Communications

**5230** Reductions in Staff

**5240** Resignation

**5300 Compensation and Benefits**

**5310** Compensation and Benefits Overview

**5320** Salary

**5330** Benefits

**5340** Paid School Holidays

**5350** Time Off

**5360** Family Medical Leave Act Policy

**5400 Behavioral Expectations and Responsibilities**

**5410** Behavioral Expectations

**5411** Dress and Grooming

**5412** Social Computing

**5413** Mobile Phone Use

**5414** Receiving Gifts

**5415** Conflicts of Interest

**5420** Drug and Alcohol Policies

**5420.1** No Smoking Sign

- 5430** Encountering Threatening Behavior
- 5440** Student Responsibilities and Obligations
  - 5441** Staff and Student Boundaries
  - 5442** School Safety
  - 5443** Reporting Accidents & Treating Injuries
    - 5443.1** Accident Report Form **(Form)**
  - 5444** Reporting Suspected and Actual Child Abuse & Neglect
  - 5445** Student Transportation in a Private Vehicle
    - 5445.1** Request for Authorization to Transport Students in a Private Vehicle **(Form)**
    - 5445.2** Transportation in a Private Vehicle **(Form)**
    - 5445.3** Authorized Driver Form **(Form)**
- 5450** Administrative Responsibilities
  - 5451** Contracts & Leasing; Purchasing
  - 5452** Reimbursement of Staff Members
  - 5453** School Equipment - Use and Return
    - 5453.1** School Equipment Use – Authorization **(Form)**
  - 5454** Software and Copyright Issues

**5500 Discipline**

- 5510** General Employee Discipline Policy
- 5520** Tiered Discipline System
- 5530** Discharge/Termination
- 5540** Reporting Licensed Employee Misconduct
  - 5540.1** Educator Misconduct Reporting Form **(Form)**

**5600 Employee Development**

- 5610** General Employee Development
- 5620** Ohio Teacher Residency Program
- 5630** Staff Performance Review
- 5640** Teacher Evaluation
- 5650** Performance Improvement Plans

**5660** Professional Growth & Development

**5670** Tuition Assistance Plan

**5670.1** Tuition Assistance Plan (TAP) Application **(Form)**

**5670.2** Tuition Assistance Plan (TAP) Reimbursement Form **(Form)**

**5700 Employee Medical Policies**

**5710** Employee Medical Information and Examinations

**5720** Communicable Disease Prevention and Safety

**5730** Tuberculosis & Tuberculin Testing

**5800 Records Access**

**5810** Personnel Records File

**5810.1** Notice of Personal Information & Rights of Individuals

Subject to Personal Information System **(Form)**

**Section VI: Community Relations**

**6100 Community Partnership**

**6110** Visitors

**6120** Volunteers

**6130** Relations with Law Enforcement Agencies

**6140** Student Fingerprinting

**6200 Media**

**6210** Media Relations

**6220** Crisis Media Management

---

**Definitions and Interpretative Guidelines for the School Manual**

The following words, as used in this Policy Manual, shall be afforded the definitions indicated below, unless the terms are defined specifically in a policy.

**Charter Contract.** The contract existing between the School and the Sponsoring Entity. As used herein, Charter Contract and Sponsor shall have the same meaning.

**Employee.** Any individual, excluding independent contractors, who performs a service for the School and is compensated accordingly. This includes staff as well as other individuals employed by the School.

**Fiscal Agent.** A third party, designated by the Governing Authority, whose job is to perform or direct the performance of all fiscal and accounting functions for the School.

**Fiscal Year.** The fiscal year is the calendar year beginning with July 1 and extending through the following June 30.

**Governing Authority.** The official governing authority of THE MAHONING COUNTY HIGH SCHOOL located at 940 Bryn Mawr Avenue, Youngstown, OH 44505. As used herein, the following words and phrases are deemed to be synonymous: Governing Authority, Governing Authority of Directors, and Governing Authority.

**Guest.** Any individual who is visiting the School or who is otherwise present at the School without any obligation to be there. This definition does not include Staff members, students, School employees, or volunteers. As used herein, the words guest and visitor shall be deemed synonymous.

**Head Administrator.** The person or position that is in charge of all administrative functions of the School. This may be the Superintendent, the Director of Business Operations, the Director of Education, or the Chief Executive Officer of the School. To the extent allowed by law, Head Administrator shall be interpreted to include any designee.

**Management Company.** The Company with which the School has entered into a Management Contract, if such a Management Contract exists.

**Parent.** The natural or adoptive parents of a student. This includes any individual appointed by a court to be the official guardian of a student. Unless otherwise provided for by law, both parents of a student shall be treated equally and shall have equal rights as the parent of a student.

**Policy.** A written statement that was adopted by the Governing Authority and is related to the governance of the School. As used herein, the phrase Policy Manual is synonymous with the word Policies.

**Record.** Any document, device, or item, regardless of physical form or characteristic, created or received by or coming under the jurisdiction of the School or any employee or representative thereof, which serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of the School.

**School.** The Ohio nonprofit corporate entity formally known as The Mahoning County High School. As used herein, the following words and phrases are deemed to be synonymous: THE MAHONING COUNTY HIGH SCHOOL, School, and Corporation.

**School Property.** The physical location of the School and any other facility or location as designated in the Charter Contract.

**Sponsoring Entity.** The entity approved by section 3314.02 of the Revised Code that has entered into a valid Charter Contract pursuant to the provisions contained in section 3314.03 of the Revised Code.

**Staff/Staff Member.** The subset of employees who are directly involved with the educational functions of the School, including teachers, administrators, or Governing Authority Members.

**Student.** Any individual officially enrolled in the School or any of the programs conducted by the School, either on school property or off-site.

**Teacher.** A Staff member whose primary responsibility is directly educating the students.

**Volunteer.** Any individual who performs services for the School without receiving any compensation, benefits, or any other thing of value in return.

Headings and subheadings, as used throughout this Policy Manual, are for convenience and reference purposes only, and no substantive value should be attached to the contents thereof.

There is a distinction between the words "shall" and "may." Where the word "shall" is used, it means that the indicated activity is mandatory. Where the word "may" is used, it means that the indicated activity is permissible, but not required unless otherwise indicated.

*Ohio:* R.C. 149.011, R.C. 3314.02, R.C. 3314.03.

---

## **Section I: Governing Authority**

### **1100 Foundation**

- 1110 Mission Statement
- 1120 Statement of Vision

### **1200 Authority**

- 1210 Legal Authority
- 1220 General Powers of the Governing Authority
- 1230 Additional Powers of the Governing Authority

### **1300 Code of Regulations**

- 1300.1 Code of Regulations **(Form)**

### **1400 Governing Authority Members**

- 1410 Background Checks and Fingerprinting
- 1420 New Member Orientation
- 1430 Compensation
- 1440 Reimbursement of Governing Authority Members
- 1450 Ethics and Conflicts of Interest Policy
  - 1450.1 Code of Ethics **(Form)**
- 1460 Mandatory Periodic Ethical Review

### **1500 Governing Authority Meetings**

- 1510 Public Meetings and Notification
- 1520 Executive Sessions
- 1530 Parliamentary Procedure
- 1540 Method of Voting
- 1550 Minutes of the Governing Authority Meetings
- 1560 Attendance at Governing Authority Meetings
- 1570 Public Participation at Governing Authority Meetings

### **1600 Other Managing Entities**

- 1610 Authority to Approve Management Contract
- 1620 Authority to Designate Fiscal Officer
- 1630 Relationship among Different Managing Entities

### **1700 Duties of the Governing Authority**



- 1710 Development, Revision, and Distribution of Policies
- 1720 Monitoring Compliance with Sponsor Contract
- 1730 Duty to Report Certain School Information
- 1740 Public Records Policies
  - 1741 Public Records Access Policy
    - 1741.1 Public Records Access Poster **(Form)**
    - 1741.2 Acknowledgement of Receipt of Public Records Access Policy **(Form)**
  - 1742 Internet Public Record Redaction Policy
    - 1742.1 Request to Redact Personal Information **(Form)**
  - 1743 Retention, Management, and Disposal of Records
    - 1743.1 Schedule of Records Retention and Disposition **(Form)**
    - 1743.2 Certificate of Records Disposal **(Form)**
- 1750 Financial Duties and Responsibilities
  - 1751 Annual Budget
  - 1752 Annual Financial Report
  - 1753 School Asset Policy
  - 1754 Audit Committee
  - 1755 Purchasing
  - 1756 Credit Cards
  - 1757 Duties and Responsibilities Related to Federal Grants
  - 1758 Insurance Coverage
- 1760 Use of Mobile Phones for School Purposes
- 1770 Procedures Related to Independent Contractors
- 1800 **Program-Related Duties and Other Managing Entities**
  - 1810 Development of Administrative Rules, Guidelines, and Procedures
  - 1820 Job Description Database
  - 1830 Development of School Curriculum

**Foundation**

1100

**Mission Statement**

The Mahoning County High School will provide a safe, structured, and supportive learning environment for "at-risk" and/or drop-out students. Students will have the opportunity to recover academic credit and explore education interests while developing vocational skills

**Statement of Vision**

It is our belief that all students will learn through innovative practices, structured discipline, and school, family, and community support. As an outcome, our students will pursue self-determined goals and will experience academic achievement.

**Authority**

1200

**Legal Authority**

The Mahoning County High School is an Ohio nonprofit corporation established according to Chapter 1702 of the Revised Code and governed by Chapter 3314 of the Revised Code. The School is governed by the Governing Authority, and the Governing Authority exists to oversee the School and its operations.

*Ohio:* R.C. 1702, R.C. 3314.

*Cross Reference:* Policy 1220, General Powers of the Governing Authority; Policy 1230, Additional Powers of the Governing Authority.

**General Powers of the Governing Authority**

The Governing Authority shall have the power to make and enforce policies relating to its own governance, personnel, students, and all functions relating or pertaining, in any way, to the operation of the School. The Governing Authority shall also have such implied powers as are reasonably necessary to carry out its duties and responsibilities. All powers, whether express or implied, are subject to the limits imposed by the Ohio Constitution, applicable statutes and regulations, and the Charter Contract.

The powers granted to the Governing Authority as a governing entity are not similarly possessed by individual members of the Governing Authority. Rather, the power possessed by an individual Member of the Governing Authority is inherently limited to that member's voting power as an individual Member of the Governing Authority, unless otherwise authorized by the Governing Authority.

The Governing Authority can withhold documents and/or information requested by an individual Governing Authority Member if the Governing Authority determines by majority opinion that the request is administratively unreasonable. The Governing Authority is required to formally rule on the request after withholding the documents and/or information.

*Ohio:* R.C. 3314.01.

*Cross Reference:* Policy 1210, Legal Authority; Policy 1230, Additional Powers of the Governing Authority; Policy 1300, Code of Regulations.

**Additional Powers of the Governing Authority**

The Governing Authority shall have the power to enter into a binding Contract with a Sponsoring Entity, and to make payments to that Sponsoring Entity for its oversight and monitoring of the School as provided for in Section 3314.03 of the Revised Code.

The Governing Authority shall have the power to designate a Fiscal Officer.

The Governing Authority shall have the power to assume jurisdiction over and to ultimately decide any and all disputes, either within the School or involving the School, so long as such authority has been granted by the applicable law or by these Policies.

Regarding all disputes and complaints for which authority has not been specifically granted to the Governing Authority, the Head Administrator shall have the power to develop and implement a procedure for the administration to follow when receiving and resolving complaints and disputes. The aforementioned complaint procedure should be developed and implemented in accordance with the following guidelines:

- the complaint shall be addressed in the most efficient and effective manner possible;
- the complaint shall be addressed as close to the source of the complaint as possible, and shall only involve higher authority if and when necessary;
- the complainant shall be kept informed at all times throughout the procedure; and
- copies of all letters or documents involved in the procedure shall be maintained.

*Ohio:* R.C. 3314.03(C), R.C. 3414.011.

*Cross Reference:* Policy 1210, Legal Authority; Policy 1220, General Powers of the Governing Authority; Policy 1300, Code of Regulations.



**Code of Regulations**

The School is organized as a nonprofit corporation under Chapter 1702 of the Ohio Revised Code. Accordingly, the School and the Governing Authority are governed, in part, by corporate laws and principles. This Corporation is governed by the applicable state and federal statutes, as supplemented by these Policies and the Code of Regulations adopted by the Governing Authority. The most recent and updated version of the Code of Regulations is included as Form **1300.1**.

*Cross Reference:* Policy 1210, Legal Authority; Policy 1220, General Powers of the Governing Authority; Policy 1230, Additional Powers of the Governing Authority; Form 1300.1, Code of Regulations.

Form No. **1300.1**

**Code of Regulations**

Insert code of regulations.

**Governing Authority Members**

1400

### **Eligibility and Background Check**

No person shall serve on the governing authority under any of the following circumstances:

- the person is a member of a school district board of education;
- the person is a school district or educational service center (ESC) employee, and the School is sponsored by that school district or ESC;
- the person owes the state money or is in a dispute over whether the person owes the state any money concerning a community school that the State has closed;
- the person would be unable to obtain a teaching license for reasons specified in R.C. 3319.31(B);
- the person has pleaded guilty to or been convicted of theft in office or a substantially similar offense in another state;
- the person has not submitted to a background check under R.C. 3319.39;
- the person serves on the governing authority of five or more start-up community schools;
- additional requirements as provided for under Ohio's Ethics Laws;
- additional requirements as provided for in the Sponsor Contract; and
- additional requirements as provided for in the Code of Regulations.

No member or his/her immediate relatives shall be an owner, employee, or consultant of any sponsor or operator until one year has elapsed since the member's membership terminated. Immediate relatives include: spouses, children, parent, grandparents, siblings, and in-laws.

### **Annual Disclosure Statement**

Each governing authority member must annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed by any of the following within the past three years:

- the School's sponsor,
- the School's operator,
- any School district or ESC that has contracted with the School, and
- any Vendor that has engaged in business with the School.

### **Background Check**

Prior to becoming a member, Governing Authority Members shall submit to a criminal background check(s) and/or fingerprinting(s) as required by law and/or by the Sponsor Contract.

### Discretion to Approve Membership

The Governing Authority and the Sponsor, individually or as a unit, retain discretion to disapprove of any member's background check results and terminate membership on the Governing Authority. Additionally, no Governing Authority Member shall serve if the background check reveals offenses that Ohio and/or Federal law prohibit the member from serving.

*Ohio:* R.C. 3314.02, 3314.19(I), 3319.39, 3319.391.

**New Member Orientation**

In an effort to ensure that each new Governing Authority Member is properly equipped to carry out his/her responsibilities fully and effectively, each new Governing Authority Member shall be provided with all necessary documents and materials including a copy of: the School's Policy Manual, the Sponsor Contract, the applicable budget, any necessary financial documents, any existing contract with a Management Company, and Ohio's Open Meetings Laws. It is imperative that each Governing Authority Member take the time to review and understand all documents and materials.

To further acquaint the new Governing Authority Member, each new Governing Authority Member shall have the opportunity to meet with the President of the Governing Authority and one (1) other Governing Authority Member.

New Governing Authority Members may be required, pursuant to the Sponsor Contract, to attend an orientation session.

*Ohio:* R.C. 121.22.

*Cross-Reference:* Policy 1751, Annual Budget.

**Compensation**

The Governing Authority Members may pass a resolution to compensate its members pursuant to Ohio law. Compensation may not exceed \$125 per meeting. Compensation may not exceed \$5,000 per year.

Each Governing Authority member may be compensated for attending an approved training program. Compensation for training shall not exceed either \$60 per day for training lasting three hour or less *or* (2) \$125 per day for training program exceeding three hours.

*Cross Reference:* Policy 1440, Reimbursement of Governing Authority Members.

**Reimbursement of Governing Authority Members**

In order for a Governing Authority Member's expenses to be reimbursed by the Governing Authority, the following requirements must be met:

- the expense must be pre-approved by the Governing Authority, with the exception that when a Governing Authority Member attends a conference, only attendance at the conference must be pre-approved and the associated reasonable costs for mileage, meals, accommodations, and parking will be considered reimbursable expenses;
- the Governing Authority Member must submit to the Governing Authority, within ten (10) days of incurring the expense, a detailed description of the expense and the specific amount;
- the expense must not have been incurred for alcoholic beverages or entertainment.

Governing Authority Members are subject to any additional rules found in Policy 5452, Reimbursement of Staff Members.

All reimbursements will be calculated and paid according to the rate established by the Governing Authority.

*Cross Reference:* Policy 1430, Compensation; Policy 5452, Reimbursement of Staff Members.



**Ethics and Conflicts of Interest Policy**

The School's Governing Authority Members, Officials, and Employees must, at all times, abide by Ohio's ethics laws. Officials and employees must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety.

**Ethics Laws**

Below is a general summary of the restraints upon the conduct of all Governing Authority Members, Officials and Employees. In the event a violation is suspected, legal counsel shall be contacted.

No governing authority member, official, or employee shall:

- Solicit or accept anything of value from anyone doing business with the School;
- Solicit or accept employment from anyone doing business with the School, unless the official or employee completely withdraws from School activity regarding the party offering employment, and the School approves the withdrawal;
- Use his or her public position to obtain benefits for the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship;
- Be paid or accept any form of compensation for personal services rendered on a matter before any board, commission, or other body of the School, unless the official or employee qualifies for the exception, and files the statement, described in R.C. 102.04(D);
- Hold or benefit from a contract with, authorized by, or approved by, the School, (the Ethics Law does except some limited stockholdings, and some contracts objectively shown as the lowest cost services, where all criteria under R.C. 2921.42 are met);
- Vote, authorize, recommend, or in any other way use his or her position to secure approval of an School contract (including employment or personal services) in which the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship, has an interest;
- Solicit or accept honoraria (see R.C. 102.01(H) and 102.03(H)) ;
- During public service, and for one year after leaving public service, represent any person, in any fashion, before any public agency, with respect to a matter in which the official or employee personally participated while serving with the School;
- Use or disclose confidential information protected by law, unless appropriately authorized; or Use, or authorize the use of, his or her title, the name "School," or "[the Agency's acronym]," or the School's logo in a manner that suggests impropriety, favoritism, or bias by the School or the official or employee;

For purposes of this policy:

- "Anything of value" includes anything of monetary value, including, but not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf

outings, consulting fees, compensation, or employment. "Value" means worth greater than de minimis or nominal.

- "Anyone doing business with the School" includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before School.

#### Distribution of Ethics Laws

The School must provide each Governing Authority Member, Official, and Employee a copy of **Policy 1440 - Ethics and Conflicts of Interest Policy**, **Policy 1410 - Eligibility and Background Checks**, Chapter 102 of the Revised Code, and Section 2921.42 of the Revised Code within fifteen days of beginning his/her official duties.

#### Additional Eligibility & Conflict Laws

In addition to Ohio's Ethics laws, Governing Authority Members are subject to additional laws regarding conflicts of interest. Governing Authority Members should refer to **Policy 1410, Eligibility and Background Checks**, to ensure no other conflicts prevent a board member from serving.

#### Penalties

Failure of any School Governing Authority Member, Official or Employee to abide by this Ethics policy, **Policy 1410 Eligibility and Background Checks**, or to comply with the Ethics Law and related statutes, will result in discipline, which may include dismissal, as well as any potential civil or criminal sanctions.

*Ohio:* R.C. 1.03, R.C. 102.03(D)-(E), R.C. 102.99(B), R.C. 2921.42(A)(1)-(4), R.C. 3314.03(A)(11)(e).

*Cross Reference:* Policy 1460, Mandatory Periodic Ethical Review; Form 1450.1, Code of Ethics.

**Code of Ethics**

*Each Governing Authority Member is required to review and sign this form on an annual basis*

As a Member of the Governing Authority and recognizing that my actions and behavior affect the School, the students, and the community, I hereby promise to:

- comply with all applicable federal, state, and local laws;
- comply with all applicable laws regulating ethics, conduct, including open government, conflict of interest, and financial disclosure laws;
- perform assigned duties and professional responsibilities in manners that are ethical and further to the School's mission;
- keep myself informed regarding issues affecting the School, the Governing Authority, and the surrounding community so as to maximize my performance and effectiveness as a Governing Authority Member;
- avoid speaking, either privately or publicly, on behalf of the Governing Authority or imputing my opinion as that of the Governing Authority, unless specifically authorized to do so by the Governing Authority;
- regularly attend Governing Authority meetings;
- Work with fellow Governing Authority Members in a cooperative manner, unless I am legally prohibited from doing so;
- support administrative staff in the performance of their duties and responsibilities;
- make reasonable inquiries before making decisions;
- support and comply with all decisions made by a majority decision of the Governing Authority;
- cooperate with the Governing Authority in establishing, implementing, enforcing, and reviewing all Policies;
- avoid disclosing or using, without appropriate authorization, any information I acquire in the course of my duties as a Governing Authority Member that is confidential because of statutory provisions, or that has clearly been designated as confidential because of the status of the proceedings or the circumstances under which the information was received.

I understand that the School is operating as a non-profit organization under section 1702 of the Revised Code and that, in order to maintain this legal status, the School must focus the majority of its efforts on its tax-exempt purpose(s).

I further understand and acknowledge that, as a member of Governing Authority or as a member of the compensation committee, I am not permitted to vote on issues related to my compensation. This, however, does not preclude me from providing information to the Governing Authority or to the compensation committee to be taken into consideration during such a vote.

Finally, in addition to the preceding promises and acknowledgments, I attest that I have received a copy of, have read and do understand the duties and obligations regarding ethical behavior and conflicts of interest that are specifically imposed upon me by the laws of the State of Ohio, as described in Policy No. **1450**, Ethics and Conflicts of Interest Policy, and hereby agree to fully comply with these duties and obligations.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

*Ohio:* R.C. 102.03(B).

*Cross-Reference:* Policy No. 1450, Ethics and Conflicts of Interest Policy.

**Mandatory Periodic Ethical Review**

In order to ensure that the School is adhering to its mission and Policies, conforming to all federal, state, or local laws and preserving its status as a non-profit tax exempt corporation, the Governing Authority shall conduct periodic reviews with or without the assistance of an outside expert. Periodic reviews must include, but are not limited to, the following activities:

- Ensuring that all compensation agreements entered into by the School are free of any conflict of interest, and are reasonable and justifiable in light of compensation surveys as well as compensation previously paid in similar situations for similar services.
- Ensuring that all contracts or other business arrangements entered into by the School, including any contract with a Management Company, conform with the School's policies, do not qualify as excess benefit transactions, and do not jeopardize the tax-exempt status of the School.

*Cross Reference:* Policy 1450, Ethics and Conflicts of Interest Policy; Policy 1750, Financial Duties and Responsibilities.

**Governing Authority Meetings**

1500

### **Public Meetings and Notification**

Except as otherwise provided by these Policies or by law, Governing Authority Members must be in a Formal Meeting to take official action or to conduct official business. All formal meetings must comply with the requirements set forth in R.C. 121.22, Ohio's Open Meetings Law.

A Formal Meeting is defined under Ohio law to include any activity entered into by the Governing Authority or members of the Governing Authority for the purpose of conducting School business. A formal meeting is not defined to include a Governing Authority retreat, a professional development activity, or an interview session with someone other than a public official. Activities not considered a formal meeting do not need to comply with Ohio's Open Meetings Law.

Formal Meetings can be further classified into three (3) types: regularly scheduled meetings, special meetings, and emergency meetings. Each meeting has different notification requirements that must be adhered to by law.

#### **Regularly Scheduled Meetings**

A regularly scheduled meeting is conducted for the purpose of discussing and conducting regular or on-going School business. In order to ensure that every person can reasonably ascertain the date, time, and location of all regularly scheduled meetings, the following notification requirements shall be followed:

- at least once per year, the time, date, and location of all regularly scheduled meetings shall be published in a widely-circulated local newspaper;
- the date, time, and location of each regularly-scheduled meeting shall also be published on the School's website, if one exists; and
- the date and time of each regularly-scheduled meeting shall be posted at the meeting location.

#### **Special Meetings**

A Special Meeting is one which has been called for a particular purpose. For each special meeting, the following notification requirements shall be followed:

- any news media that has requested notification shall be notified no later than 24 hours in advance of the special meeting;
- the date and time of the special meeting shall be posted at the meeting location; and
- the time, date, and location of the special meeting shall be posted on the School's website, if one exists.

#### **Emergency Meetings**

An emergency meeting is one which has been called in response to a situation or circumstances constituting an emergency. With respect to emergency meetings, the following notification requirements shall be met:

- any news media that has requested notification shall be notified as soon as possible; and
- the date and time of the meeting shall be posted at the meeting location as soon as possible.

In addition to the aforementioned notification requirements, any individual may obtain reasonable advance notification of all meetings through either of the following methods:

- providing a valid e-mail address; or
- providing self-addressed and stamped envelope(s).

*Ohio:* R.C. 121.22.

*Cross Reference:* Policy 1570, Public Participation at Governing Authority Meetings; Policy, 6110 Visitors; Policy, 6210 Media Relations.



### **Executive Sessions**

Under Ohio's Open Meetings Law, official School business must be conducted during a meeting that is open to the public. During an open meeting, there are times when the Governing Authority may enter an executive session. An executive session can be held during regularly scheduled, special, or emergency meetings and be entered in the following instances:

- considering the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or the investigation of charges or complaints against a public employee, unless the public employee requests a public hearing;
- considering the purchase of property for public purposes, or the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose persona, private interest is adverse to the general public interest;
- conferencing with an attorney representing the Governing Authority concerning a dispute involving the Governing Authority that is the subject of pending or imminent court action;
- preparing for, participating in, or reviewing negotiations or bargaining sessions with public employees concerning compensation or other terms and conditions of employment;
- matters required to be kept confidential by federal law or regulations or state statutes or regulations; and
- details relative to the security arrangements and emergency response protocols for a public body or public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the School or the Governing Authority.

An executive session may be entered when the public meeting concludes and a Governing Authority Member makes a motion to enter an executive session. The Member shall state the purpose for entering an executive session. The motion must be seconded, and a majority of all Governing Authority Members present must then vote—via roll call—in favor of entering an executive session.

The minutes shall indicate the purpose stated for the executive session as well as the results of the vote. If the purpose of the executive session is the appointment, dismissal, or other action regarding a public employee, the minutes shall indicate the purpose of the executive session but need not include the name of the person to be considered.

All resolutions, rules, or formal actions of any kind undertaken during an executive session must be adopted in an open meeting to be valid. Any resolution, rule or formal action adopted in an open meeting pursuant to deliberations during an executive session will not be valid unless the executive session during which the deliberations occurred strictly complied with this policy.

*Ohio: R.C. 121.22.*

**Parliamentary Procedure**

The Governing Authority wishes to achieve of the following goals at each Governing Authority meeting:

- that the Governing Authority meeting proceeds in an organized and efficient manner;
- that the Governing Authority Members have the information necessary to participate fully and effectively in Governing Authority actions and discussions;
- that the meeting is conducted in a manner that is accessible and informative to the public; and
- that each decision made by the Governing Authority is determined strictly by its merits and not by any manipulations of the applicable procedural rules.

Accordingly, the Governing Authority shall use Robert's Rules of Order, Newly Revised, as modified by federal and state law, these Policies, the Code of Regulations, or any other ruling or order issued by the Governing Authority.

**Method of Voting**

Except as specifically required by statute, this Policy Manual, and the Code of Regulations, a motion shall be considered passed upon an affirmative majority vote of all Governing Authority Members *present*.

Governing Authority Members may abstain from voting. An abstention shall be considered and recorded as a vote in favor of the outcome, unless a certain number of votes is specifically required or the vote results in a tie, in which case the motion shall be deemed to have failed.

A vote may be conducted by a voice vote or a show of hands, unless a roll call vote is specifically requested or is required by statute, these Policies, or the Code of Regulations.

**Minutes of the Governing Authority Meetings**

The minutes are the only official record of the Governing Authority meeting. It is important that the minutes be recorded in a reasonably detailed format, so the public may understand the events of the meeting. Accordingly, the minutes of each Governing Authority meeting shall include:

- the time, date, and location of the meeting;
- the type of meeting (regularly scheduled, special, or emergency meeting);
- the names of all Governing Authority Members present at the meeting;
- any changes made to the minutes from the prior meeting;
- the topic and content of all discussions and deliberations;
- the results of any vote, as well as any other action taken by the Governing Authority; and
- any other information required to be included and available to the public pursuant to law, these Policies, or the Code of Regulations.

With respect to an executive session, the minutes shall include a general description of the topics discussed.

Within a reasonable time prior to each regularly scheduled Governing Authority meeting, each Governing Authority Member shall be provided with a copy of the minutes of the previous meeting so as to enable him/her to knowingly vote on approving the minutes of the prior meeting. After the minutes of the previous Governing Authority meeting have been approved by a majority vote of the Governing Authority Members, the approved minutes shall be permanently kept on file in an official minute book in the School office.

*Ohio: R.C. 121.22.*

**Attendance at Governing Authority Meetings**

Governing Authority meetings are the primary method by which School business is conducted. Each Governing Authority Member is required to make every reasonable effort to attend all Governing Authority meetings. A Governing Authority Member will be removed if the Governing Authority Member fails to attend three (3) consecutive meetings or failure to attend five (5) meetings in one (1) year. The vacated position shall then be filled pursuant to Code of Regulations.

If a Governing Authority Member's ability to attend a meeting(s) is made unreasonable due to exceptional circumstances outside the Governing Authority Member's control, the Governing Authority Member may request, in writing, an attendance waiver for the meeting(s) missed. The requested attendance waiver will be voted upon at the next regularly scheduled meeting by all members present except the Governing Authority Member who requested the attendance waiver.

*Cross-Reference:* Policy 1450, Ethics and Conflicts of Interest Policy.

### **Public Participation at Governing Authority Meetings**

The Governing Authority recognizes that public participation is an essential element in the effective operation of the School. Accordingly, members of the public are invited to attend and participate in Governing Authority Meetings. To ensure public participation is orderly and efficient, the School adopts the following rules.

#### **Placing Items on the Agenda**

Any proposed agenda topics shall be submitted in writing to the Head Administrator at least one (1) day in advance of the regularly scheduled Meeting. The written notification shall include individual's name, the individual's affiliation, a reasonably detailed description of the agenda topic, and the individual's contact information.

#### **Public Participation Time Limit**

The cumulative time limit for all public participation at any one (1) Governing Authority meeting shall not exceed twenty (20) minutes. Each statement or opinion shall not exceed two (2) minutes in length. No individual shall make more than one statement on the same topic unless and until all other members of the community wishing to express a statement or opinion about the topic have had an opportunity to do so.

#### **Participation Procedure**

Members of the community may not speak unless and until they are recognized by the presiding officer. Prior to presenting a statement or opinion, each member of the community, once recognized by the presiding officer, must state his/her name, address, and the name of any group with which he/she is affiliated, if any.

#### **Preserving Order**

To preserve order, the presiding officer may caution, limit, or exclude any statement that exceeds the two (2) minute time limit or any statement or opinion that the presiding officer deems to be inappropriate or offensive. Additionally, the presiding officer may require any individual to leave the Meeting if they are disruptive; and may temporarily adjourn the Meeting if the

- ask for assistance from law enforcement in removing any member of the community who refuses to comply with the reasonable demands of the presiding officer;
- temporarily adjourn the Governing Authority meeting if the behavior of the public attendants and participants makes it impossible or impractical to continue the meeting;

- disregard any of the aforementioned rules, so long as such waiver is not inconsistent with state statutes or regulations;
- any individual intending to participate at a Governing Authority meeting shall so notify the Governing Authority upon their arrival at the Governing Authority meeting;
- members of the community will be permitted to speak at a time indicated on the agenda, or at any other time during the Governing Authority meeting as permitted by the presiding officer;  
all questions, statements, and other statements from members of the community shall be addressed to the presiding officer and shall not be directed to any individual Governing Authority Member.

The School prohibits video recording at a Meeting unless the recording has been approved by the Head Administrator prior to the meeting. The Head Administrator shall approve and permit video recordings provided the video recorder does not create any type of obstacle or barrier between the Governing Authority Members and the public.

The Governing Authority has the authority and the discretion to formulate additional rules, so long as they are not in conflict with the state statutes, the aforementioned rules, or other Policies.

The presiding officer has the authority to ensure that these rules are followed, as well as to ensure that the Governing Authority meeting progresses in an orderly and efficient fashion.

*Cross Reference:* Policy 1510, Public Meetings and Notification; Policy 1530, Parliamentary Procedure; Policy 6110, Visitors; Policy 6210 Media Relations.

**Other Managing Entities**

1600



**Authority to Approve Management Contract**

The Governing Authority has the authority to negotiate and approve a management contract with any Management Company, including any specific term(s) within said contract. This grant of authority, however, shall be exercised in the sole discretion of the Governing Authority, and nothing in these Policies shall be interpreted as to require the Governing Authority to enter into a management contract.

*Cross Reference:* Policy 1220, General Powers of the Governing Authority; Policy 1230, Additional Powers of the Governing Authority; Policy 1620, Authority to Designate Fiscal Officer; Policy 1630, Relationship among Different Managing Entities.

**Authority to Designate Fiscal Officer**

The School shall have a designated Fiscal Officer.

Prior to becoming the School's Fiscal Officer, the individual must be licensed as a school treasurer by the State Board of Education unless provided otherwise in R.C. 3314.011.

The Fiscal Officer, prior to beginning service, is required to execute a bond in an amount and with surety to be approved by the Governing Authority made payable to the state and conditioned upon the faithful performance of all the official duties required of the Fiscal Officer. The bond shall be deposited with the Governing Authority, and a copy thereof, certified by the Governing Authority, shall be filed with the county auditor.

*Ohio:* R.C. 3314.011.

*Cross-Reference:* Policy 1630, Relationship among Different Managing Entities.

### **Relationship among Different Managing Entities**

The Governing Authority, the Head Administrator, the Fiscal Officer, and the Management Company (if created) all participate in the managing the School in different capacities. In accordance with the following guidelines, each of the different managing entities should cooperate and ensure the orderly and efficient management of the School.

#### **Governing Authority**

The primary responsibility of the Governing Authority is to develop, approve, and modify Policies that are designed to ensure the success of the School in consideration of the School's mission. Furthermore, the Governing Authority, as the primary governing entity, is responsible for overseeing much of what the other managing entities do, including:

- ensuring that the Management Company is fully performing its obligations under the Management Contract, as indicated by the results of objective evaluations;
- overseeing the administrative policies adopted by the Head Administrator; and
- supervising the actions and decisions of the Fiscal Officer.

#### **Management Company**

The Management Company, if one has been contracted with by the Governing Authority, reports directly to the Governing Authority. In addition to the responsibilities specifically imposed in the Management Contract, the Management Company shall:

- suggest Policies and determine the best way to implement existing Policies;
- act in a manner that sets a good example for School staff and administrators; and
- supervise the members of the staff to assure that they are meeting the educational needs of the students as well as acting in a manner consistent with the stated purpose and values of the School.

#### **Head Administrator**

The Head Administrator is responsible for providing professional guidance and advice to the Governing Authority. The Head Administrator shall also suggest appropriate Policies to the Governing Authority and implement existing Policies

#### **Fiscal Officer**

The Fiscal Officer is primarily responsible for the School's financial matters, and therefore shall perform or direct the performance of the School's financial and accounting functions.

*Cross-Reference:* Policy 1610, Authority to Approve Management Contract; Policy 1620, Authority to Designate Fiscal Officer.

**Sunshine Law and Open Meeting Training**

Annual training on Public Records and Open Meeting Laws must be completed by the following:

- Governing Authority Members,
- Designated Fiscal Officer,
- Administrators, and
- All individuals under contract with an operator who perform supervisory or administrative services.

## Appendix 5

The Cincinnati Insurance Company

6200 S GILMORE RD  
FAIRFIELD OH 45014-5141

Public Official Bond No. 0568036

KNOW ALL MEN BY THESE PRESENTS:

That BLAISE E KARLOVIC  
of CANFIELD State of OH (hereinafter called the Principal) and  
The Cincinnati Insurance Company (hereinafter called the Surety), a corporation organized under the laws of the State of  
Ohio with its principal office in the City of FAIRFIELD and the State of OH are held  
State of Ohio - Mahoning  
and firmly bound unto County High School, Ohio Department of Education  
(hereinafter called the Oblige) in the sum of \_\_\_\_\_  
Sixty Thousand and No/100 Dollars; ( \$60,000.00 ) for the payment whereof  
to the Oblige the Principal binds himself/herself, his/her heirs, executors, administrators, and assigns, and the Surety  
binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 12th day of July, A.D. 2017.

Clerk-Treasurer

Whereas the above named Principal has been duly appointed or elected to the office of of Board of Education.

Now, therefore, the condition of the foregoing obligation is such that if the Principal shall, during the period beginning on the  
31st day of July, A.D. 2017, and ending on the 31st day of  
July, A.D. 2018, faithfully perform such duties as may be imposed on him/her by law and  
shall honestly account for all money that may come into his/her hands in his/her official capacity during such period, then  
his/her obligation shall be void; otherwise, it shall remain in full force.

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

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

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

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

Witness:

Garen M. Scortino  
(as to the Principal)

BLAISE E KARLOVIC

Blaise E. Karlovic  
Principal

The Cincinnati Insurance Company

By

Mike Kotte  
Attorney-in-Fact: Mike Kotte

STATE OF Ohio SS  
COUNTY OF Mahoning

BLAISE E KARLOVIC being  
duly sworn, says that he/she will support the constitution of the United States and of the State of Ohio  
and that he/she will faithfully, honestly, and impartially perform and discharge the duties of the office position to which  
he/she has been appointed while he/she shall hold said office.

Sworn to by said BLAISE E KARLOVIC

Before me, and by him/her subscribed in my presence this 12th

day of July, A.D. 2017

Elizabeth Gerie Notary Public

Elizabeth Gerie

My commission expires August 1, 2017



## Appendix 6



MAHOCOU-03

PTOMLINSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/02/2017

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).

<b>PRODUCER</b> McGowan Governmental Underwriters 20595 Lorain Road Fairview Park, OH 44126	<b>CONTACT NAME:</b> L. Mae Fulkerson <b>PHONE (A/C, No, Ext):</b> (440) 333-6300 <b>FAX (A/C, No):</b> (440) 333-3214 <b>E-MAIL ADDRESS:</b> MFulkerson@mguins.com
<b>INSURED</b> Mahoning County High School ESC - Business Office 100 DeBartolo Place-Suite 220 Youngstown, OH 44512	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Argonaut Insurance Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	4617346	10/21/2016	10/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP Agg \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is added as additional insured/loss payee with respects to the insured's negligence or liability in regards to school sponsorship.

## CERTIFICATE HOLDER

## CANCELLATION

Ohio Department Of Education  
25 South Front Street  
Columbus, OH

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

Paige Tomlinson

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY  
**COMMERCIAL PROPERTY COVERAGE PART**  
**SUPPLEMENTAL DECLARATIONS**

Policy Number: PE-4617346-08

<b>PREM #</b>	<b>Occupancy</b>	<b>Address</b>	<b>Const.</b>
1	Alternative School Classroom	940 Bryn Mawr	Frame
<b>BLDG #</b>	<b>Building Limit of Insurance</b>	<b>Personal Property Limit of Coverage</b>	
1	\$0	\$100,000	
	<b>Cause of Loss</b>	<b>Co Insurance Percentage</b>	
	Special	90	
	<b>Value Option</b>	<b>Deductible</b>	<b>Mortgage</b>
	RC	\$1,000	No
	<b>Agreed Value Expiration Date</b>	<b>Inflation Guard %</b>	
		0	

---

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. PE-4617346-08

Renewal of: PE-4617346-07

---

**NAMED INSURED:**

Mahoning County High School (Educational Service Center), Ohio  
100 Debartolo Place Suite 220  
Youngstown, OH 44512

**ITEM 1. POLICY PERIOD:**

**FROM:** 10/21/2016                      **TO:** 10/21/2017  
12:01 A.M. standard time at your mailing address shown above.

**ITEM 2. LIMITS OF INSURANCE**

GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	<u>\$2,000,000</u>
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	<u>\$2,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	<u>\$1,000,000</u>
EACH OCCURRENCE LIMIT	<u>\$1,000,000</u>
DAMAGE TO PREMISES RENTED TO YOU LIMIT	<u>\$100,000</u>
EMPLOYEE BENEFITS	<u>INCLUDED</u>
MEDICAL PAYMENTS (Any One Person)	<u>NO COVERAGE</u>

**ITEM 3. RETROACTIVE DATE (if applicable):**

**ITEM 4. FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:**

SEE POLICY FORMS LIST

**ITEM 5. TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART: Included**

ARGONAUT INSURANCE COMPANY  
225 West Washington Street, 24<sup>th</sup> Floor  
Chicago, IL 60606

## EDUCATORS LEGAL LIABILITY COVERAGE PART DECLARATIONS

**IMPORTANT NOTICE: THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.**

**POLICY NO.:** PE-4617346-08

**RENEWAL OF NO.:** PE-4617346-07

**Named Insured and Mailing Address\***

Mahoning County High School (Educational Service Center), Ohio  
100 Debartolo Place Suite 220  
Youngstown, OH 44512

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE  
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**ITEM 1: POLICY PERIOD:**

Policy covers From: 10/21/2016 To: 10/21/2017 at 12:01 A.M. Standard Time at your mailing address shown above.\*

This Insurance does not apply to claims which arose from a "wrongful act" commencing before the Retroactive Date shown below. Enter NONE if no Retroactive Date applies to this coverage part.

RETROACTIVE DATE: 11/01/2008

**ITEM 2: LIABILITY LIMIT:**

Each Wrongful Act:	\$1,000,000
Annual Aggregate:	\$2,000,000

**ITEM 3: DEDUCTIBLE:**

Deductible: Each Wrongful Act:	\$2,500
--------------------------------	---------

**ITEM 4: FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:**

See policy forms list.

**ITEM 5: PREMIUM:**

Premium:	Included
Minimum Premium:	\$

\*Information may be omitted if shown elsewhere in the policy

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY DECLARATIONS, IF APPLICABLE, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.  
AG EL D001 01 (02/09) Argo Group US Page 1 of 1

Includes copyrighted material of Insurance Service offices, Inc., with its permission.  
Copyright Insurance Service Offices, Inc., 1996

ARGONAUT INSURANCE COMPANY  
225 West Washington Street, 24<sup>th</sup> Floor  
Chicago, IL 60606

## EMPLOYMENT PRACTICES LIABILITY COVERAGE PART DECLARATIONS

**IMPORTANT NOTICE: THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.**

**POLICY NO.:** EP-4617346-08

**RENEWAL OF NO.:** EP-4617346-07

**Named Insured and Mailing Address\***

Mahoning County High School (Educational Service Center), Ohio  
100 Debartolo Place Suite 220  
Youngstown, OH 44512

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**ITEM 1: POLICY PERIOD:**

Policy covers From: 10/21/2016 To: 10/21/2017 at 12:01 A.M. Standard Time at your mailing address shown above.\*

This Insurance does not apply to claims which arose from a "wrongful act" commencing before the Retroactive Date shown below. Enter NONE if no Retroactive Date applies to this coverage part.

**RETROACTIVE DATE:** 11/01/2008

**ITEM 2: LIABILITY LIMIT:**

Each Wrongful Act:	\$1,000,000
Annual Aggregate:	\$2,000,000
Back Wages Limit:	\$50,000

**ITEM 3: DEDUCTIBLE:**

Deductible: Each Wrongful Act:	\$2,500
Deductible: Back Wages:	\$10,000

**ITEM 4: FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:**

See policy forms list.

**ITEM 5: PREMIUM:**

Premium:	Included
Minimum Premium:	\$

\*Information may be omitted if shown elsewhere in the policy

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY DECLARATIONS, IF APPLICABLE, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

## Appendix 7

## **Operator/Management Company Agreement Guidelines**

1. The maximum term of an Operator/Management Company agreement must not exceed the term of the community school contract. After the second year that the Operator/Management Company agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. Operator/Management Company agreements must be negotiated at 'arms-length.' The community school's board and Operator/Management Company must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the Operator/Management Company agreement shall interfere with the community school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the school. No provision of the Operator/Management Company agreement shall prohibit the community school board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Ohio Sunshine Law.
4. An Operator/Management Company agreement shall not restrict the community school board from waiving its governmental immunity or require a board to assert, waive or not waive its governmental immunity.
5. No provision of an Operator/Management Company agreement shall alter the community school board's treasurer's legal obligation to direct that the deposit of all funds received by the community school be placed in the community school's account.
6. Operator/Management Company agreements must contain at least one of the following methods for paying fees or expenses: 1) the community school board may pay or reimburse the Operator/Management Company for approved fees or expenses upon properly presented documentation and approval by the board; or 2) the community school board may advance funds to the Operator/Management Company for the fees or expenses associated with the community school's operation provided that documentation for the fees and expenses are provided for community school board ratification.
7. Operator/Management Company agreements shall provide that the financial, educational and student records pertaining to the community school are community school property and that such records are subject to the provisions of the Ohio Open Records Act. All community school records shall be physically or electronically



available, upon request, at the community school's physical facilities. Except as permitted under the community contract and applicable law, no Operator/Management Company agreement shall restrict the Sponsor's access to the community school's records.

8. Operator/Management Company agreements must contain a provision that all finance and other records of the Operator/Management Company related to the community school will be made available to the community school's independent auditor.
9. The Operator/Management Company agreement must not permit the Operator/Management Company to select and retain the independent auditor for the community school.
10. If an Operator/Management Company purchases equipment, materials and supplies on behalf of or as the agent of the community school, the Operator/Management Company agreement shall provide that such equipment, materials and supplies shall be and remain the property of the community school.
11. Operator/Management Company agreements shall contain a provision that if the Operator/Management Company procures equipment, materials and supplies at the request of or on behalf of the community school, the Operator/Management Company shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
12. Operator/Management Company agreements must contain a provision that clearly allocates the respective proprietary rights of the community school board and the Operator/Management Company to curriculum or educational materials. At a minimum, Operator/Management Company agreements shall provide that the community school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the community school; or (ii) were developed by the Operator/Management Company at the direction of the community school governing board with community school funds dedicated for the specific purpose of developing such curriculum or materials. Operator/Management Company agreements may also include a provision that restricts the community school's proprietary rights over curriculum or educational materials that are developed by the Operator/Management Company from funds from the community school or that are not otherwise dedicated for the specific purpose of developing community school curriculum or educational materials. All Operator/Management Company agreements shall recognize that the Operator/Management Company's educational materials and teaching techniques used by the community school are subject to state disclosure laws and the Open Records Act.

13. Operator/Management Company agreements involving employees must be clear about which persons or positions are employees of the Operator/Management Company, and which persons or positions are employees of the community school. If the Operator/Management Company leases employees to the community school, the Operator/Management Company agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the community school or working on community school operations. If the community school is staffed through an employee leasing agreement, legal confirmation must be provided to the community school board that the employment structure qualifies as employee leasing.
14. If the Operator/Management Company hires the community school superintendent and/or school educational leaders the agreement must include a provision that permits the Community School board to approve the hiring decisions, permit the Community School board to evaluate the superintendent and/or educational leaders, and make recommendations as to the continuation and/or termination of the superintendent and/or school leaders.
15. Operator/Management Company agreements must contain insurance and indemnification provisions outlining the coverage the Operator/Management Company will obtain. The Operator/Management Company's insurance is separate from and in addition to the insurance for the community school board that is required according to the community school contract. Insurance coverage must take into account whether or not staff at the school are employees of the Operator/Management Company or the school.
16. Marketing and development costs paid by or charged to the community school shall be limited to those costs specific to the community school program, and shall not include any costs for the marketing and development of the Operator/Management Company.
17. If the community school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the Operator/Management Company, then such agreements must be separately documented and not be a part of or incorporated into the Operator/Management Company agreement. Such agreements must be consistent with the school's authority to terminate the Operator/Management Company agreement and continue operation of the school.
18. If requested, the Operator/Management Company must provide detailed financial information to the Sponsor as required by the community school contract between the sponsor and the community school.

## **Attachment 1**

## **Attachment 1**

### **Opening Conditions**

The Office of School Sponsorship follows the Ohio Department of Education Sponsor Opening Assurances as modified from time to time. A current copy of the Opening Assurance is attached for the School.

The Sponsor will check all applicable items in the current Sponsor Opening Assurances as posted on the Department's website at least fifteen business days prior to the opening of the school. Generally, the Sponsor requires following items to be provided to the Sponsor either in an Epicenter submission or e-mail prior to the opening site visit:

- A copy of the current operator contract between the School and its operator.
- The School's plan for providing special education and related services to students with disabilities. This plan must include evidence that the school has the capacity to provide the special education services in compliance with Ohio law, Federal law and HQT requirements.
- A copy of the School's plan for administering a; state achievement and diagnostic assessments.
- Total enrollment for the school year.
- Copy of the contract with the treasurer.
- Current certificate of occupancy for the school building
- A copy of proof of liability insurance if not already provided.
- Copy of health safety inspection.
- Copy of the fire inspection.
- Copy of the food permit (if applicable).

## Office of Community Schools

**2018-2019  
Sponsor Opening  
Assurances****Ohio Revised Code 3314.19 and  
Ohio Administrative Code 3301-102-05**

Please complete a separate form for each facility associated with this school's IRN.

Date of visit to school facility:

School Name and Facility Address:

**Instructions**

State law requires the sponsor of each community school to annually provide opening assurances to the Ohio Department of Education no later than **10 business days** prior to the opening of the school. The opening of the school includes the first day of instruction for the current academic year, a change of school location, or the opening of a new or additional facility for the school.

Please complete all applicable sections.

- a. Complete Section I for all schools.
- b. Complete Section II if your school operates using a blended learning model as defined by Ohio Revised Code (ORC) 3301.079.
- c. Complete Section III if the school operates a dropout prevention and recovery model.

All sponsors must sign the attestation on the last page of the opening assurances. Instructions for filing are included at the end of the document.

**Sponsor Information**

Please check all that apply:

- ☐ First day of instruction in the current academic year
- ☐ Change of location
- ☐ Addition of a new facility

First day of instruction for 2018-2019 school year

Sponsor Name	<input type="text"/>
Sponsor IRN	<input type="text"/>
School Name	<input type="text"/>
School IRN	<input type="text"/>
School Superintendent	<input type="text"/>
Superintendent's Telephone Number	<input type="text"/>
Superintendent's Email Address	<input type="text"/>

---

### School Information

School's Website	<input type="text"/>		
School's Physical Street Address	<input type="text"/>		
City, State	Zip Code	County	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
School Building Main Telephone Number	<input type="text"/>		
School Email (if applicable)	<input type="text"/>		
School Fax Number	<input type="text"/>		
Mailing Address (if different from facility address)	<input type="text"/>		
City, State	Zip Code	County	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Are there multiple facilities/locations associated with this school IRN?

☐

Yes

☐

No

If yes, please list all facilities/locations associated with this school's IRN and grade levels served at each location.

Grade levels authorized per contract:

Grade levels currently served:

OEDS Administrator's Name:

OEDS Administrator's Email Address:

---

### School Operator/Management Company Services

Does the school contract with an operator or management company? (See ORC 3314.02 (A)(8) for definition of operator.)

☐

Yes

☐

No

***If the school contracts with an operator or management company, please complete all questions in the School Operator/Management Company section. Districts and educational service centers that sell services to community schools may qualify as operators under state law.***

Operator or Management Company Name:

Operator or Management Company IRN:

Operator or Management Company EIN:

Please indicate whether the school's operator is a charter management organization (CMO), an education management organization (EMO) or another type of organization.

- **Charter Management Organization (CMO)** – A nonprofit organization that operates or manages two or more charter schools (i.e., either through a contract with the charter schools or as the charter holder) linked by centralized support, operations and oversight.
- **Education Management Organization (EMO)** – A for-profit entity that contracts with new or existing public school districts, charter school districts and charter schools to manage charter schools by centralizing support, operations and oversight.
- **Other** – An organization such as a school district or educational service center that is not a CMO or EMO and that provides management, instructional or support services to one or more charter schools.

☐ The operator is a **charter management organization (CMO)**.

☐ The operator is an **education management organization (EMO)**.

☐ The operator is an **other type of organization**.

**All contracts between the operator and the community school for management, fiscal, instructional, or support services have been submitted to the Department.**

☐ Yes    ☐ No

Comments/Explanation

---

## SECTION I

### ASSURANCES

In accordance with ORC 3314.19, please provide assurances by answering yes or no to the following. If the answer to a question is no, please provide an explanation.



**The pre-opening site visit occurred prior to the school opening for the 2018-2019 school year.**

☐ Yes ☐ No

Comments/Explanation

**A current copy of the contract (including all amendments or addendums) between the sponsor and the governing authority of the school entered into under ORC 3314.03 has been submitted to the Office of Community Schools.**

☐ Yes ☐ No

Comments/Explanation

**The sponsor has received and reviewed a copy of the school's plan for providing special education and related services to students with disabilities and the school has demonstrated the capacity to provide those services in accordance with ORC 3323 and federal law including HQT requirements.**

☐ Yes ☐ No

Comments/Explanation

**The school has a plan and procedures in place that meets all state requirements for administering the achievement and diagnostic assessments prescribed by ORC 3301.0710, 3301.0712 and 3301.0715.**

☐ Yes ☐ No

Comments/Explanation

**The school personnel have the necessary training, knowledge and resources to properly use and submit accurate information to all databases maintained by the Department for the collection of education data, including the Education Management Information System (EMIS) and its subsystem, ODDEX, established under ORC 3301.0714 in accordance with methods and timelines established under ORC 3314.17.**

☐

Yes

☐

No

Comments/Explanation

**The sponsor has reviewed all required information about the school in the Ohio Educational Directory System (OEDS) or any successor system and verified that all information is current and correct.**

☐

Yes

☐

No

Comments/Explanation

**The sponsor has verified the school currently has at least 25 students enrolled for the 2018-2019 school year, the minimum number of students required by division (A)(11)(a) of ORC 3314.03.**

☐

Yes

☐

No

Comments/Explanation

**All classroom teachers are licensed in accordance with ORC 3319.22 to 3319.31, except for non-certificated persons engaged to teach up to 12 hours per week pursuant to ORC 3319.301.**

☐

Yes

☐

No

Comments/Explanation

The school's fiscal officer is in compliance with ORC 3314.011. (Please review ORC 3314.011 carefully and ensure the school has a designated fiscal officer that is either: a) employed under a contract with the governing authority of the school; or b) the governing authority adopted a resolution waiving the requirement and the sponsor approved the resolution.)

☐ Yes ☐ No

Please explain which option applies to this school.

Fiscal Officer's (Treasurer's) Name

Treasurer's License Number and Expiration Date of License

Fiscal Officer's Telephone Number

Fiscal Officer's Email Address

The school has complied with ORC 3319.39 and 3319.391. The school has on file both BCI and FBI criminal records checks for all licensed and unlicensed employees, including private contractors providing on- and off-site student services and that the school has conducted criminal records checks of each of its governing authority members.

☐ Yes ☐ No

Comments/Explanation

The school provided evidence of all the following to the sponsor.

Evidence of property ownership or a lease for the facilities used by the school.

☐ Yes ☐ No

**Please explain which circumstance applies to this school, including the lender's or lessor's name and the term of the mortgage or lease.**

**A current certificate of occupancy.**

☐ Yes ☐ No

**Please indicate the date the certificate of occupancy was issued.**

**Proof of liability insurance for the school, as required by division (A)(11)(b) of ORC 3314.03; and the sponsor agrees that the liability insurance is sufficient to provide for the potential liability of the school.**

☐ Yes ☐ No

**Please include carrier name, term of policy and expiration date.**

**A satisfactory health safety inspection (or school environmental health and safety inspection form).**

☐ Yes ☐ No

**Please indicate date of inspection, and the organization that conducted the inspection.**

**A satisfactory fire inspection. If the fire inspection resulted in any findings or required corrective actions, please describe those findings or corrective actions and provide dates and information that each identified item was corrected. (Fire inspection must be conducted annually in coordination with local jurisdictions. A satisfactory fire inspection must be completed within the current school year.)**

☐ Yes ☐ No

**Please include date of inspection or additional comments/explanation.**

**If offering food services, a valid food permit.**

**(Schools and sponsors must adhere to all applicable state and federal requirements.)**

☐

Yes

☐

Not Applicable

Comments/Explanation

**In addition to the assurances required by ORC 3314.19, please attest to the following:**

**The sponsor has conducted a pre-opening site visit prior to any time a school opens a new facility or changes locations.**

☐

Yes

☐

No

If no, please explain.

**The school is in full compliance with ORC 3313.536 regarding School Emergency Plans.**

☐

Yes

☐

No

If no, please explain.

**The school submitted a five-year forecast of operational revenues and expenditures in accordance with OAC 3301-92-04 and pursuant to rules adopted by the Department and the Auditor of State.**

☐

Yes

☐

No

If no, please explain.

**The sponsor has monitored and evaluated the school's short- and long-term financial stability and viability.**

☐

Yes

☐

No

If no, please explain.

**The sponsor has a plan to assume operation of its sponsored schools to complete the 2018-2019 school year if necessary.**

☐

Yes

☐

No

If no, please explain.

**The school has met all the sponsor's requirements for opening and any other requirements of the sponsor.**

☐

Yes

☐

No

If no, please explain and list additional requirements and status of compliance.

---

## SECTION II

### BLENDING LEARNING

Does the school plan to utilize a blended learning model, as defined in ORC 3301.079, during the 2018-2019 school year?

☐ Yes ☐ No

Did the school submit a blended learning declaration on or before July 1 of the school year in which the school plans to utilize a blended learning model?

☐ Yes ☐ No

*If yes, please complete all questions in the blended learning section if this school operates using one or more **blended learning models**. If your answer is no, you may skip this section. Please see the Department's guidance regarding blended learning [here](#).*

**Has the sponsor approved all blended learning model or models that will be used by the school during 2018-2019?**

☐ Yes ☐ No

Comments/Explanation

**Please indicate the specific blended learning model or models that will be used by the school.**

**Please list specific page numbers within the community school contract, education plan and or addendums to the contract where the description of blended learning model or models used by the school may be found. (See Ohio Department of Education guidance regarding House Bill 2 and blended learning models [here](#).)**

**Does the sponsor-school contract executed under ORC 3314.03 include a description of how student instructional needs will be determined and documented?**

☐ Yes ☐ No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe how the school will assess, document and address students' instructional needs.

**Is a board approved policy or procedure included in the sponsor-school contract, education plan, or addendums?**

☐ Yes ☐ No

Please list specific page numbers of relevant policies and procedures within the community school contract, education plan or addendums.

**Has the sponsor reviewed and approved the method to be used for determining competency, granting credit and promoting students to higher grade levels?**

☐ Yes ☐ No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the method to be used by the school for determining competency, granting credit and promoting students to higher grade levels.

**Has the sponsor reviewed and approved the school's attendance policy, including how the school will document participation in learning opportunities?**

☐ Yes ☐ No

**Does the attendance policy meet all requirements in state law?**

☐ Yes ☐ No



Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the school's attendance requirements, including how the school will document participation in learning opportunities.

**Has the sponsor reviewed statements describing and evidence (policies/procedures) detailing how student progress will be monitored?**

☐ Yes ☐ No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe how student progress will be monitored by the school. If the community school contract does not specify how student progress will be monitored, please submit a copy of the policy/procedure.

**Has the sponsor reviewed policies and procedures that describe how private student data will be protected?**

☐ Yes ☐ No

**Do the policies/procedures meet all legal requirements under state and federal law?**

☐ Yes ☐ No

Please list specific page numbers within the community school contract, education plan contract addendums or policies that describe how private student data will be protected by the school.

**Has the sponsor reviewed a description of the professional development activities (specific to blended learning instruction) that will be offered to teachers?**

☐ Yes ☐ No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the professional development activities (specific to blending learning instruction) that will be offered to teachers by the school during the 2018-2019 school year.

I, sponsor of the above community school, affirm that the school meets all requirements to operate using a blended learning model.

☐ Yes ☐ No

I, sponsor of the above community school, affirm that the current community school contract submitted to the Department includes all requirements listed above for the school to operate using a blended learning model.

☐ Yes ☐ No

I, sponsor of the above community school, affirm that the community school has submitted a blended learning declaration to operate using a blended learning model.

☐ Yes ☐ No

If you answered no to any of the above affirmations regarding requirements related to this school utilizing blended learning, please provide an explanation here.

### SECTION III

#### DROPOUT PREVENTION AND RECOVERY REPORT CARD DESIGNATION

Did the sponsor and school apply for designation as a dropout prevention and recovery community school for the 2018-2019 school year?

☐ Yes ☐ No

If yes, please complete all items in the dropout recovery section. If your answer is no, you may skip this section. Please see Department guidance regarding dropout recovery community school requirements here.

The school meets all requirements outlined in Ohio Administrative Code (OAC) 3301-102-10 to be eligible for the dropout prevention and recovery report card designation.

☐ Yes ☐ No

Please list specific page numbers within the community school contract that detail how this community school meets the criteria outlined in OAC 3301-102-10 to be eligible for the dropout prevention and recovery report card designation.

**The sponsor reviewed evidence that the school meets all requirements and the school will comply with all requirements (including required state-mandated assessments) that apply to dropout prevention and recovery schools.**

☐ Yes    ☐ No

**The sponsor has reviewed the school's education plan, and the plan meets the requirements outlined in statute to be eligible for the dropout prevention and recovery report card designation.**

☐ Yes    ☐ No

**I, sponsor of the above community school, affirm that the school meets all requirements to be eligible for the dropout prevention and recovery report card designation.**

☐ Yes    ☐ No

**I, sponsor of the above community school, affirm that the current community school contract submitted to the Department includes all requirements listed above for the school to be eligible for the dropout prevention and recovery report card designation.**

☐ Yes    ☐ No

---

# **Addendum to Sponsor Opening Assurances (New Schools Only)**

**Ohio Revised Code 3314.191**

**Ohio Revised Code 3314.50**

## **Instructions**

In accordance with Ohio Revised Code 3314.191, the Ohio Department of Education shall make no payment under section 3314.08 of the Revised Code to a community school opening for its first year of operation until the sponsor of that school confirms all of the following in ORC 3314.191.

Sponsors of community schools opening for the first year of operation in 2018-2019 must complete this addendum and sign the attestation on the last page of the addendum. Instructions for filing are included at the end of the document.

## **Ohio Revised Code 3314.191**

### **Prerequisites for Payments from Department**

Notwithstanding any provision to the contrary in the Revised Code, the department of education shall make no payment under section 3314.08 of the Revised Code to a community school opening for its first year of operation until the sponsor of that school confirms all of the following:

- (A) The school is in compliance with the provisions described in divisions (A), (H), (I), and (J)(3) of section 3314.19 of the Revised Code.
- (B) The sponsor has approved the financial controls required by the comprehensive plan for the school under division (B)(5) of section 3314.03 of the Revised Code.
- (C) The school facilities will be ready and open for use by the date prescribed in the contract entered into under section 3314.03 of the Revised Code, and the sponsor has reviewed any lease, purchase agreement, permits required by statute or contract, and construction plans.
- (D) The chief administrator of the community school actively is managing daily operations at the school.
- (E) The projected enrollment reported to the department is accurate.

---

## Sponsor Information

Did your organization receive a rating of effective or higher on the most recent sponsor evaluation?

☐

Yes

☐

No

Please indicate the first year of operation of the community school.

## Prerequisites for Payments from Department

**In accordance with ORC 3314.191, please provide assurances by answering yes or no to the following. If the answer to a question is a no, please provide an explanation.**

The school is in compliance with the provisions described in divisions (A), (H), (I), and (J)(3) of section 3314.19 of the Revised Code.

☐

Yes

☐

No

Comments/Explanation

The sponsor has approved the financial controls required by the comprehensive plan for the school under division (B)(5) of section 3314.03 of the Revised Code.

☐

Yes

☐

No

Comments/Explanation

The school facilities will be ready and open for use by the date prescribed in the contract entered into under section 3314.03 of the Revised Code, and the sponsor has reviewed any lease, purchase agreement, permits required by statute or contract, and construction plans.

☐

Yes

☐

No

Comments/Explanation

The chief administrator of the community school is actively managing daily operations at the school.

☐ Yes ☐ No

Comments/Explanation

Name of chief administrator

The projected enrollment reported to the Department is accurate.

☐ Yes ☐ No

Comments/Explanation

### Bond Requirement

**In accordance with ORC 3314.50, please provide assurances by answering yes or no to the following. If the answer to a question is a no, please provide an explanation.**

**Has the community school fulfilled the bond requirement in ORC 3314.50?**

☐ Yes ☐ No

Comments/Explanation

**Please review ORC 3314.50 and indicate which of the following requirements the school has fulfilled.**

☐ The governing authority of the school has posted a bond in the amount of \$50,000 with the auditor of state.

☐ In lieu of the bond, the governing authority of the school, the school's sponsor or an operator that has a contract with the school has deposited with the auditor of state cash in the amount of \$50,000 as guarantee of payment.

Indicate which entity deposited cash with the auditor of state as guarantee of payment.

- ☐ In lieu of a bond or cash deposit, the school's sponsor or an operator that has a contract with the school provided a written guarantee of payment, which shall obligate the school's sponsor or the operator that provides the written guarantee to pay the cost of audits of the school under ORC 3314.50 up to the amount of \$50,000.

Indicate which entity provided written guarantee of payment.

--

Comments/Explanation

--

---

## Sponsor Attestation of Assurances

By signing, I attest that I have reviewed the above information and it is true and accurate to the best of my knowledge.

\_\_\_\_\_  
Sponsor Representative Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

This form can be signed by hand or electronically by clicking "Fill & Sign" in the toolbar. Once clicked, options will appear. Click "Place Signature" and a new box will appear. You can create a new electronic signature or add an existing password protected signature.

### SUBMISSION INSTRUCTIONS:

Sponsors are required to electronically submit a completed 2018-2019 Sponsor Opening Assurances form 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 screen.
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 **Sponsor Assurance Form**.
8. For Entities, select the appropriate school by checking the box next to the school name.
9. Enter required information.
10. Click **Upload New File** button to upload your document.
11. (Optional) Type a brief message to the reviewer.
12. Click Submit.

The Office of Community Schools and your consultant will use this site to access your submissions. If you have additional questions or if you are unable to view any of the information described above, please contact your lead consultant.

Ohio Department of Education  
Office of Community Schools  
25 South Front Street, Mail Stop 307  
Columbus, OH 43215-4183  
Telephone: (614) 466-7058  
Fax: (614) 466-8506  
[www.education.ohio.gov](http://www.education.ohio.gov)



## **Attachment 2**

ORC Section	ORC 3314 reference	OAC Section	ORC Section Title
ORC 3314.03(11)(a)	ORC 3314.03(11)(a)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan
ORC 3313.842	Not found		Joint educational programs
ORC 3333.85, 3333.83	Not found, but similar provision in 3314.03		Assignment of course grade; credit
ORC 3313.6015	ORC 3314.03(A)(11)(d)		Resolution describing how district will address college and career readiness and financial literacy
ORC 3313.6012	ORC 3314.03(A)(11)(d)		Policy governing conduct of academic prevention/ intervention services
ORC 3314.23	ORC 3314.23		Compliance with standards
ORC 3302.01	ORC 3314.017	OAC 3301-56-01	School district and building improvement, supports and interventions
ORC 3301.079	ORC 3314.03(A)(29)		Academic standards - model curriculum (Blended learning)
ORC 3302.41	Not found, but similar provision in ORC 3314.03(A)(29)		Use of blended learning model
ORC 3313.482	Not found		Plans for completion of make up days via web access
ORC 3313.6020	ORC 3314.03(A)(11)(d)		Policy on Career Advising
ORC 3313.6020	ORC 3314.03(A)(11)(d)		Policy on Career Advising
ORC 3302.04, 3302.041	ORC 3314.017		Three-year continuous improvement plan - intervention by department - site evaluations.
ORC 3302.13	Not found	OAC 3301-56-02	Reading achievement improvement plans
ORC 3314.21	ORC 3314.21		Internet- or computer-based schools
ORC 3313.608	ORC 3314.03(A)(11)(d)		Fourth grade reading capability
ORC 3313.608	ORC 3314.03(A)(11)(d)		Fourth grade reading capability
ORC 3313.608	ORC 3314.03(A)(11)(d)		Fourth grade reading capability
ORC 3313.6112			
3301.0729	3314.03(A)(11)(d)		Time spent on assessments
ORC 3365.04	ORC 3314.03(A)(11)(d)		Information regarding and promotion of the program
ORC 3365.15	ORC 3314.03(A)(11)(d)	OAC 3333-1-65.5	Duties of chancellor and superintendent

ORC 3365.13	ORC 3314.03(A)(11)(d)		Model pathways
ORC 3365.09	ORC 3314.03(A)(11)(d)		Reimbursement where student fails course
ORC 3365.032	ORC 3314.03(A)(11)(d)		Notice of expulsion of student
ORC 3365.03	ORC 3314.03(A)(11)(d)		Enrollment in CCP; eligibility
ORC 3365.12	ORC 3314.03(A)(11)(d)		Nature of courses; awarding high school credit
ORC 3365.11	ORC 3314.03(A)(11)(d)		Credential requirements for instructors
ORC 3365.06	ORC 3314.03(A)(11)(d)		Enrollment options
ORC 3365.033	ORC 3314.03(A)(11)(d)		Seventh and eighth grade student participation
ORC 3365.031	ORC 3314.03(A)(11)(d)		Restrictions on enrollment
ORC 3365.04, 3365.05, 3365.034	ORC 3314.03(A)(11)(d)	OAC 3333-1-65.11	Information regarding and promotion of the program
ORC 3365	ORC 3314.03(A)(11)(d)	OAC 3333-1-65.2	College Credit Plus; OAC: Program Requirements for Secondary Schools
ORC 3365.10	ORC 3314.03(A)(11)(d)		Application for waiver of requirements of program
ORC 3301.52		OAC 3301-32-02, OAC 3301-32-03, 3301-32-05, 3301-32-06, 3301-32-07, 3301-32-08, 3301-32-09, 3302-32-10, 3301-32-11	Preschool, school child program definitions
ORC 3301.52-3301.59	ORC 3314.03(A)(11)(j)	OAC 3301-37-01, 3301-37-02, 3301-37-03, 3301-37-04, 3301-37-05, 3301-37-06, 3301-37-07, 3301-37-08, 3301-37-09, 3301-37-10, 3301-37-11, 3301-37-12	Preschool programs
ORC 3301.57	ORC 3314.03(A)(11)(j)		Providing consultation and technical assistance
ORC 3301.55	ORC 3314.03(A)(11)(j)		Preschool program building requirements and building plan
ORC 3301.50	ORC 3314.03(A)(11)(j)		Preschool educator license
ORC 3313.6014	ORC 3314.03(A)(11)(d)		Parental notification of core curriculum requirements

ORC 3313.614	ORC 3314.03(A)(11)(f)		Testing requirements for fulfilling curriculum requirement for diploma
ORC 3313.611	ORC 3314.03(A)(11)(f)		Standards for awarding high school credit equivalent to credit for completion of high school academic and vocational education courses
ORC 3313.61	ORC 3314.03(A)(11)(f)		Diploma or honors diploma
ORC 3313.603	ORC 3314.03(A)(11)(f)		Requirements for high school graduation - workforce or college preparatory units
ORC 3301.0712	ORC 3314.03(A)(11)(d) & 3314.19		College and work ready assessment system
ORC 3301.0710	ORC 3314.03(A)(11)(d)		Ohio graduation tests
ORC 5107.30	Not found	OAC 5101:1-23-50	Ohio works first: learning, earning and parenting program
ORC 3313.613	Not found		Awarding high school credit for course completed outside regular school hours at accredited post-secondary institution
ORC 3313.89	ORC 3314.03(A)(11)(d)		Publication of information regarding online education and career planning tools.
ORC 3323.04, 3323.05, 3323.051	ORC 3314.19(B)	OAC 3301-51-05	Procedural safeguards
ORC 3323.04	ORC 3314.19(B)	OAC 3301-51-07	Individualized education program (IEP)
ORC 3323.03	ORC 3314.19(B)	OAC 3301-51-06	Evaluations
ORC 3323.02, 3323.07	ORC 3314.19(B)	OAC 3301-51-04	Confidentiality
ORC 3323.02, 3323.07	ORC 3314.19(B)	OAC 3301-51-03	Child find
ORC 3323.02, 3323.07	ORC 3314.19(B)	OAC 3301-51-02	Free appropriate public education
ORC 3323.02, 3323.04, 3323.07, 3323.11	ORC 3314.19(B)	OAC 3301-51-09	Delivery of services
ORC 3323.01, 3301.07, 3323.02, 3323.07	ORC 3314.19(B)	OAC 3301-51-01	Applicability of requirements and definitions
ORC 3323.19	ORC 3314.19(B)		Comprehensive Eye Exam
ORC 3323.14	ORC 3314.19(B)		District of residence to reimburse for excess costs
ORC 3323.12	ORC 3314.19(B)		Home Instruction
ORC 3323.08	ORC 3314.19(B)		Districts to submit implementation plans - interdistrict contracts

ORC 3323.052	ORC 3314.19(B)		Comparison of parent's and child's rights under state and federal education law and special needs scholarship program
ORC 3323.031	ORC 3314.19(B)		Annual assessment of reading and writing skills of student with visual disability
ORC 3323.014	ORC 3314.19(B)		Procedure where transition services not provided
ORC 3314.28	ORC 3314.28		Plan by computer-based schools for services to disabled students
ORC 3314.061	ORC 3314.061		Community Schools serving autistic and nonhandicapped students
ORC 3313.605	ORC 3314.03(A)(11)(d)		Community service education program
ORC 3313.6013	ORC 3314.03(A)(11)(d)		Advanced standing programs for college credit
ORC 3314.38, 3317.23, 3317.24, 3345.86	ORC 3314.38	OAC 3301-45-03, 3301-45-04, 3301-45-07, 3301-45-08	Student success plan and career counseling
ORC 3314.087	ORC 3314.087		Community school student may enroll in career-technical program
ORC 3313.539	ORC 3314.03(A)(11)(d)		Concussions and School Athletics
3326.032	ORC 3314.03(A)(26)		Designation of STEM school equivalent for community school
ORC 3326.03, 3326.032, 3326.04, 3326.09	Not found		Designation of STEM school equivalent for community school
ORC 3301.0710, 3301.0711, 3301.0712	ORC 3314.03(A)(11)(d)	OAC 3301-13-02	Ohio graduation tests; Administration and grading of assessments; and College and work ready assessments
ORC 3301.0711	ORC 3314.03(A)(11)(d)		Administration and grading of assessments
ORC 3314.26	ORC 3314.26		Withdrawal of computer-based school student not taking tests
ORC 3314.25	ORC 3314.25		Computer-based schools to provide location for statewide tests
ORC 3301.0715	ORC 3314.03(A)(11)(d)		District board to administer diagnostic assessment - intervention services
3301.0710(A)			Ohio graduation tests

ORC 3314.22 (C )	ORC 3314.22		Child entitled to computer supplied by the school
ORC 3314.22	ORC 3314.22		Child entitled to computer supplied by the school
ORC 3312.10, 3301.075	Not found	OAC 3301-3-06	Agreement with data acquisition site, Responsibilities of an information technology center and a user entity
ORC 3301.075	Not found	OAC 3301-3-03	Information technology center permit eligibility and application
ORC 2151.35	ORC 3314.03(A)(11)(d)		Response respecting sealed records - index - limited inspection
ORC 1347	ORC 3314.03(A)(11)(d)		Personal information systems
ORC 3314.17	ORC 3314.17		Participation of community school in education management information system
ORC 3314.017	ORC 3314.017		Academic performance rating and report card system
ORC 3314.038	ORC 3314.038		Children residing in residential center; reporting
ORC 3310.42	Not found		Autism scholarship program - data verification code request
ORC 3310.11	Not found		Request for data verification code of applicant
ORC 3310.63	Not found		Requests for data verification code
ORC 3313.978	Not found		Implementation of program
ORC 3301.948	ORC 3314.03(A)(11)(d)		Provision of data to multi-state consortium prohibited.
ORC 3319.321	ORC 3314.03(A)(11)(h)		Confidentiality
ORC 3314.27	ORC 3314.27		Maximum daily hours by computer-based school student
ORC 3321.19, 3321.191	ORC 3314.03(A)(11)(d)		Examination into cases of truancy-failure of parent, guardian or responsible person to cause child's attendance at school; board to adopt policy regarding habitual truancy - intervention strategies
ORC 3321.18	ORC 3314.03(A)(11)(d)		Enforcement proceedings (truancy)

ORC 3321.13	ORC 3314.03(A)(11)(d)		Duties of teacher and superintendent upon withdrawal or habitual absence of child from school - forms
ORC 3321.041	ORC 3314.03(A)(11)(d)		Excused absences for certain extracurricular activities
ORC 3313.66, 3313.668	ORC 3314.03(A)(11)(d)		Suspension, expulsion or permanent exclusion - removal from curricular or extracurricular activities.; Removal from school based on absences
ORC 3313.661	ORC 3314.03(A)(11)(d)		Policy regarding suspension, expulsion, removal, and permanent exclusion.
ORC 3313.662	ORC 3314.03(A)(11)(d)		Adjudication order permanently excluding pupil from public schools.
ORC 3314.06	ORC 3314.06		Admission procedures
ORC 3314.03	ORC 3314.03, 3314.061		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan
ORC 3301.0723	ORC 3314.17		Data verification code for younger children receiving state services
ORC 3314.08, 3317.02, 5753.11	ORC 3314.08	OAC 3301-102-06	Annual enrollment reports; payments from Department and calculating student population
ORC 3314.20	ORC 3314.20		Community Schools; enrollment limits
ORC 3314.041	ORC 3314.041		Distributing statement concerning state-prescribed testing and compulsory attendance law to parents
ORC 3314.03(A)(7)	ORC 3314.03(A)(7)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan
ORC 3313.672	ORC 3314.03(A)(11)(d)		Presenting school records, custody order if applicable and certification of birth by new pupil
ORC 3313.662	ORC 3314.03(A)(11)(d)		Adjudication order permanently excluding pupil from public schools.

ORC 3313.648	ORC 3314.03(A)(11)(d)		Prohibiting incentives to enroll in district
ORC 3313.6411	ORC 3314.03(A)(11)(d)		Providing report card to parent
ORC 3314.271	ORC 3314.271		Orientation course
ORC 3321.01	ORC 3314.03(A)(11)(d)		Compulsory school age - requirements for admission to kindergarten or first grade - pupil personnel service committee
ORC 3314.051	ORC 3314.051		Disposal of real property acquired from school district
Not found	Found in federal regulations		None; however federal law ESEA and ESSA
ORC 3314.042, 3314.032	ORC 3314.042, 3314.032		Compliance with standards of financial reporting
ORC 3314.03(15)	ORC 3314.03(15)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan
ORC 117.43	ORC 3314.03(A)(11)(d)	OAC 117-6-01	Chart of accounts - school districts and community schools
ORC 117.38	ORC 3314.03(A)(11)(d)	OAC 117-2-03	Annual financial reports
ORC 3314.50	ORC 3314.50		Community School; bond
ORC 3317.25	ORC 3314.08(C)		Spending of economically disadvantaged funds
ORC 3314.03(11)(b)	ORC 3314.03(A)(11)(b)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan
ORC 3317.051	Not found		Approval of funding for combined or partial units
ORC 2915.092	Not found		Raffles - Illegal conduct of raffle - penalties
ORC 3323.13	ORC 3314.19(B)		Special education from another district - payment by district of residence
ORC 3314.51	ORC 3314.51		Unauditable community school
ORC 3313.90, 3317.022	ORC 3314.086	OAC 3301-61-16	Use of career-technical education supplemental funds and career-technical associated services funds
ORC 3314.074	ORC 3314.074		Distributing assets of school permanently closed



ORC 3314.023, cont.	ORC 3314.023, cont.		Monitoring, oversight, and technical assistance; school closure
ORC 3314.011	ORC 3314.011		Designated fiscal officer - bond - licensing
ORC 3314.011	ORC 3314.011		Designated Fiscal Officer Bond-licensing
ORC 5705.391	ORC 3314.03(A)(11)(d)		Board of education spending plan
ORC 3314.024	ORC 3314.024		Detailed accounting by management company; categories of expenses
ORC 3309.013, 9.90, 9.91	ORC 3314.10		Exclusions from definition of employee under ORC section 3309.01; Purchase or procurement of insurance for educational employees; Placement or purchase of tax sheltered annuity for educational employees
ORC 3314.401	ORC 3314.401		Employee investigation report kept in personnel file
ORC 3314.101	ORC 3314.101		Suspension of employee pending criminal action
ORC 117	ORC 3314.03(A)(11)(d)		Auditor of State
ORC 2744	ORC 3314.03(A)(11)(d)		Political Subdivision Tort Liability
ORC 2313.19	ORC 3314.03(A)(11)(d)		Employer may not penalize employee for being called to jury duty
ORC 3323.11	ORC 3314.19(B)		Employment and qualifications of necessary personnel
ORC 9.91	ORC 3314.03(A)(11)(d)		Placement or purchase of tax-sheltered annuity for educational employees
ORC 3319.58	Not found		Retesting teachers in low performance schools
ORC 3319.223	ORC 3314.03(A)	OAC 3301-24-04	Teacher residency
ORC 3319.22	ORC 3314.03(A)(10)		LPDC (Standards and requirements for educator licenses - local professional development committee)

ORC 3319.22 - 3319.31	ORC 3314.03(A)	OAC 3301-23-44, 3301-24-13, 3301-24-14, 3301-25-01, 3301-25-02, 3301-25-03, 3301-25-04, 3301-25-05, 3301-25-07, 3301-25-08, 3301-25-09	Teacher licenses
ORC 4141	ORC 3314.03(A)(11)(d)		Unemployment Compensation
ORC 4113.52	ORC 3314.03(A)(11)(d)		Reporting violation of law by employer or fellow employee
ORC 4112	ORC 3314.03(A)(11)(d)		Civil Rights Commission
ORC 3319.303	Not found, but covered in ORC 3314.03(A)(10)	OAC 3301-27-01	Qualifications to direct, supervise, or coach a pupil activity program
ORC 3319.088	Not found, but similar provision in ORC 3314.03(G)	OAC 3301-25-01, 3301-25-02, 3301-25-03, 2201-25-04	Educational aide permits
ORC 3314.03(A)(12)	ORC 3314.03(A)(12)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan
ORC 3319.27	ORC 3314.03(A)	OAC 3301-24-11	Alternative principal license
ORC 4167	ORC 3314.03(A)(11)(d)		Public employment risk reduction program
ORC 4123, ORC 4123.35	ORC 3314.03(A)(11)(d)		Worker's compensation
ORC 3314.41	ORC 3314.41		Criminal records check of private contract employee
ORC 3319.31, 3319.311, 3319.39, 3319.391	ORC 3314.03(A)	OAC 3301-20-03	Employment of non-licensed individuals with certain criminal convictions
ORC 3319.31, 3319.311, 3319.39, 3319.391	ORC 3314.03(A)	OAC 3301-20-03	Employment of non-licensed individuals with certain criminal convictions
ORC 3319.31, 3319.311, 3319.39, 3319.391	ORC 3314.03(A)	OAC 3301-20-03	Employment of non-licensed individuals with certain criminal convictions
ORC 3319.291, 3319.31, 3319.311, 3319.39	ORC 3314.03(A)	OAC 3301-20-01	Employment of individuals in positions that require a license and licensure of individuals with certain criminal convictions or other alternative dispositions
ORC 3301.541	ORC 3314.03(A)(11)(j)		Criminal records check

ORC 3314.10	ORC 3314.10		Teachers and nonteaching employees
ORC 3314.03(A)(17)	ORC 3314.03(A)(17)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan
ORC 4117.10	ORC 3314.10		Terms of the agreement
ORC 4117.08	ORC 3314.10		Matters subject to collective bargaining
ORC 4117.04	ORC 3314.10		Public employers exclusive representative
ORC 3314.102	ORC 3314.102		Removal of conversion community school employees from collective bargaining unit.
ORC 2921.44	Not found		Dereliction of duty
ORC 3301.53	ORC 3314.03(A)(11)(j)		Rules for minimum standards for preschool programs
ORC 3314.40	ORC 3314.40		Report of employee conviction or alternative disposition
ORC 3319.39, 3319.391, 3327.10, 4511.76	ORC 3314.03(A)(11)(d)	OAC 3301-83-23	Employment of school bus and van drivers with certain criminal convictions
ORC 4511.76	Not found	OAC 3301-83-10	Personnel training program
ORC 3327.10, 4511.76	ORC 3314.091(E )	OAC 3301-83-06	Qualifications of drivers
3327.01, 4511.01	ORC 3314.091(E )	OAC 3301-83-07	Transportation of pupils physical requirements
ORC 3314.034	ORC 3314.034		Conditions which would prohibit contract with new sponsor
ORC 3314.05	ORC 3314.05		Specification of use and acquisition of facilities
ORC 3314.03(C)	ORC 3314.03(C)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan
ORC 3314.02(E)(55)	ORC 3314.02(E)(5)		Proposal for converting public school to community school
ORC 3314.035	ORC 3314.035		Publication of names of members of governing authority
ORC 3314.032	ORC 3314.032		Contents of contract between governing authority and operator

ORC 3314.03(A)(9)	ORC 3314.03(A)(9)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan
ORC 2921.42	ORC 3314.03(A)(11)(e )		Having an unlawful interest in a public contract
ORC 3313.131	Not found, but same provision in ORC 3314.02(C)(8)		Member of governing authority of community school prohibited from membership on board of education
ORC 1702	ORC 3314.03(A)(1)		Nonprofit corporation law definitions
ORC 3314.036	ORC 3314.036		Employment of attorney
ORC 3314.03(B)	ORC 3314.03(B)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan
ORC 3314.03(A)(18)	ORC 3314.03(A)(18)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan
ORC 121.22	ORC 3314.03(A)(11)(d)		Public meetings - exceptions
ORC 4117.14	ORC 3314.10		Settlement of dispute between exclusive representative and public employer - procedures
ORC 102	ORC 3314.03(A)(11)(e )		Public Officers - Ethics
ORC 3314.037	ORC 3314.037		Training on public records and open meetings laws
ORC 149.43	ORC 3314.03(A)(11)(d)		Availability of public records for inspection and copying
ORC 3321.14, 3321.17	ORC 3314.03(A)(1)		Attendance officer - pupil - personnel workers; Attendance officer and assistants - powers
ORC 4111.17	ORC 3314.03(A)(1)		Prohibiting discrimination in payment of wages
ORC 3313.718	ORC 3314.03(A)(11)(d)		Possession and use of Epinephrine auto injector to treat anaphylaxis
ORC 3313.71	ORC 3314.03(A)(11)(d)		Examinations and diagnoses by school physician
ORC 3313.673	ORC 3314.03(A)(11)(d)		Screening of beginning pupils for special learning needs

ORC 3313.67, 3313.671	ORC 3314.03(A)(11)(d)		Proof of required immunizations - exceptions.
ORC 3313.719	ORC 3314.03(A)(11)(d)		Food allergy protection policy
ORC 2151.421	ORC 3314.03(A)(11)(d)		Reporting child abuse or neglect
ORC 3313.716	ORC 3314.14		Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms.
ORC 3313.7112	ORC 3314.03(A)(11)(d)		Diabetes care for enrolled students
ORC 3313.68, 3313.69 and 3313.50	ORC 3314.03(A)(11)(d)		hearing and visual tests of school children and reporting
ORC 5164.02	Not found	OAC 5160-35-02	Qualifications to be a Medicaid school program (MSP) provider
ORC 3314.16	ORC 3314.16		Placement of automated external defibrillator in schools-staff training-qualified immunity
ORC 3314.15, 3313.674	ORC 3314.15		Body mass index and weight status category screening
ORC 3314.144	ORC 3314.144		Procurement of inhalers by community school
ORC 3314.143	ORC 3314.143		Procurement of epinephrine autoinjectors for community schools
ORC 3313.5310	ORC 3314.03(A)(11)(d)		Information and training regarding sudden cardiac arrest
ORC 3313.721	ORC 3314.03(A)(11)(d)		Health care for students
ORC 921.18, 921.06	Not found	OAC 901:5-11-15	Pesticide use in schools
ORC 3742	ORC 3314.03(A)(11)(d)		Lead Abatement
ORC 3319.41	ORC 3314.03(A)(11)(d)		Corporal punishment policy
ORC 3313.96	ORC 3314.03(A)(11)(d)		Informational programs relative to missing children - fingerprinting program
ORC 3313.86	ORC 3314.03(A)(11)(d)		Health and safety review
ORC 3313.643	ORC 3314.03(A)(11)(d)		Regulations and requirements regarding eye protective devices
ORC 3781.106	Not found		Devices to regulate ingress and egress through doors in school buildings
ORC 3734.62	Not found		Purchase of mercury-added measuring device for classroom use

ORC 3313.536	ORC 3314.03(A)(11)(d)	OAC 3301-5-01	Emergency management plan
ORC 3313.667	ORC 3314.03(A)(11)(d)		District bullying prevention initiatives.
ORC 3313.666, 3319.073	ORC 3314.03(A)(11)(d)		District policy prohibiting harassment, intimidation, or bullying required; In-service training in child abuse prevention programs, school safety and violence prevention, and training on the board's harassment, intimidation, or bullying policy
ORC 3313.814, 3313.816, 3313.817	ORC 3314.03(A)(11)(d)	OAC 3301-91-09	Guidance for approving food to be sold in schools
ORC 3313.816	ORC 3314.03(A)(11)(d)		Sale of a la carte beverage items
ORC 3313.815	3314.815		Employee trained in Heimlich maneuver to be present while students served food
ORC 3313.813, 3317.024	ORC 3314.18	OAC 3301-91-03	Report required
ORC 3313.817	ORC 3314.03(A)(11)(d)		A la carte foods; determination of nutritional value; software.
ORC 3313.814	ORC 3314.03(A)(11)(d)		Standards governing types of foods and beverages sold on school premises.
ORC 3314.18	ORC 3314.18		Breakfast and lunch programs - Summer Extension
ORC 3327.14, 3327.15, 4511.76	Not found, but similar provisions in RC 3314.091	OAC 3301-83-24	School transportation fees
ORC 3314.092	ORC 3314.092		Consultation with board regarding changes in schedule
ORC 3314.091	ORC 3314.091, 3327.10		Transportation of native students provided by community school - agreement
ORC 3301.07, 4511.76	ORC 3314.03(A)(11)(d)	OAC 3301-83-15	Emergency and evacuation procedures
ORC 3301.07, 4511.76	ORC 3314.03(A)(11)(d)	OAC 3301-83-11	School bus inspections
ORC 3301.07, 3327.01, 4511.76	ORC 3314.03(A)(11)(d)	OAC 3301-83-20	General rules
ORC 4511.76	Not found	OAC 3301-83-22	Vehicle maintenance
ORC 4511.76	Not found	OAC 3301-83-17	Authorized and unauthorized passengers
ORC 4511.76	Not found	OAC 3301-83-01	Calculation of pupil transportation operation payments

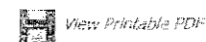
ORC 3327.16, 4511.76	ORC 3314.091(E )	OAC 3301-83-09	Volunteer bus rider assistance program - program for pupils offered school bus transportation.
3327.15, 4511.76	ORC 3314.091(E )	OAC 3301-83-16	Use of vehicles outside state
ORC 3327.08, 3327.09, 4511.76	ORC 3314.091(E )	OAC 3301-83-19	Purchase of school buses and other transportation equipment
ORC 3327.01, 4511.76	ORC 3314.091(E )	OAC 3301-83-14	Records and reports
ORC 3327.01, 4511.76	ORC 3314.091(E )	OAC 3301-83-08	Pupil transportation management policies
ORC 3327.01, 4511.76	ORC 3314.091(E )	OAC 3301-51-10	Transportation of children with disabilities
ORC 3327.01, 3327.12, 4511.76	ORC 3314.091(E )	OAC 3301-83-13	School bus routes and stops
ORC 3365.08	ORC 3314.03(A)(11)(d)		Financial aid ineligibility; transportation reimbursement
ORC 3301.07, 3319.03, 3319.46, 3326.11, 3328.24	ORC 3314.03(A)(11)(d)	OAC 3301-35-15	Standards for the implementation of positive behavior intervention supports and the use of restraint and seclusion
ORC 3313.609	ORC 3314.03(A)(11)(d)		Grade promotion and retention policy
ORC 3313.472	ORC 3314.03(A)(11)(d)		Policy on parental and foster caregiver involvement in schools
ORC 3302.16, 3302.17, 3302.18	Not found		Community learning centers; written consent required
ORC 3314.02(B)	ORC 3314.02(B)		Proposal for converting public school to community school
ORC 3314.24	ORC 3314.24		No contracts for facility space after 7-1-04
ORC 109.65	ORC 3314.03(A)(11)(d)		Missing children clearinghouse - missing children fund
ORC 3314.352	ORC 3314.352		Reopening under new name
ORC 3311.742	Not found		Municipal school district student advisory committees
ORC 3313.80	ORC 3314.03(A)(11)(d)		Display of the national flag
ORC 3313.801	ORC 3314.03(A)(11)(h)		3313.801 Display of national and Ohio mottoes.

## **Attachment 3**



## Ohio School Report Cards

Sign in



## 2016 - 2017 Report Card for Mahoning County High School

Overview

High School Test Passage Rate

Gap Closing

Graduation Rate

Progress

## SCHOOL RATING

**Does Not Meet  
Standards**

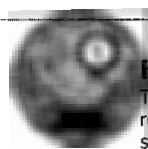
## SCHOOL DETAILS

**Location:** Youngstown  
**Administrator:** Jennifer B. Whittemore

**Career Technical  
Planning District:** Youngstown City CTPD

**Enrollment:** 85  
**Attendance Rate:** 63.1%

*Directory information current as of the  
2016-2017 Report Card publication date*

**High School Test Passage Rate**

The High School Test Passage Rate component represents the number of students who passed all five state tests that are required for graduation.

## RATING

**Not Rated**

Students who Passed all Five Tests..... NR

[VIEW MORE DATA](#)**Graduation Rate**

The Graduation Rate component looks at the percent of students who are successfully finishing high school with a diploma in four, five, six, seven or eight years.

**Graduation Rates**

36.4% of students graduated in 4 years  
23.9% of students graduated in 5 years  
25.0% of students graduated in 6 years  
39.6% of students graduated in 7 years  
50.0% of students graduated in 8 years  
35.4% is the weighted average of all graduation rates.

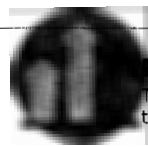
[VIEW MORE DATA](#)**Gap Closing**

The Gap Closing component shows how well schools are meeting the performance expectations for our most vulnerable populations of students in English language arts, math and graduation.

## RATING

**Meets  
Standards**

Annual Measurable Objectives.....32.1

[VIEW MORE DATA](#)**Progress**

The Progress component looks closely at the growth that all students are making during the school year.

## COMPONENT GRADE

**Does Not  
Meet  
Standards**[VIEW MORE DATA](#)**Value-Added**

On .....Does Not Meet Standards

## 4-YEAR RATING

**Exceeds  
Standards**

## 5-YEAR RATING

**Meets  
Standards**

## 6-YEAR RATING

**Meets  
Standards**

## 7-YEAR RATING

**Meets  
Standards**

## 8-YEAR RATING

**Exceeds  
Standards**


## COMBINED RATING

**Meets  
Standards**

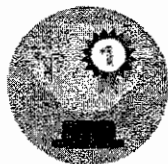
# Ohio School Report Cards

[Sign In](#)

## 2016 - 2017 Report Card for Mahoning County High School

 [View Printable PDF](#)[Overview](#)[High School Test Passage Rate](#)[Gap Closing](#)[Graduation Rate](#)[Progress](#)

### High School Test Passage Rate



The High School Test Passage Rate component represents the number of students who passed all five state tests that are required for graduation.

#### Students Who Passed All Five Tests

RATING

**Not Rated**

*This school has not been evaluated for High School Test Passage Rate because there are not enough students to evaluate.*


#### How Does this School Compare to the Other Dropout Recovery Program Schools in Ohio?

*This school has not been evaluated for High School Test Passage Rate because there are not enough students to evaluate.*

# Ohio School Report Cards

Sign In

## 2016 - 2017 Report Card for Mahoning County High School

 View Printable PDF

Overview

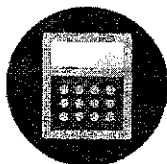
High School Test Passage Rate

Gap Closing

Graduation Rate

Progress

### Gap Closing



The Gap Closing component shows how well schools are meeting the performance expectations for our most vulnerable populations of students in English language arts, math and graduation.

RATING

**Meets  
Standards**

### Annual Measurable Objectives

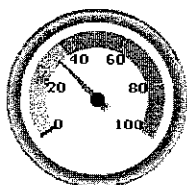
Annual Measurable Objectives (AMOs) compare the performance of all students to a state goal which is displayed as the red line in the following charts. These charts show how well each group achieves that goal in ELA, math and graduation – and emphasize any achievement gaps that exist between groups. The ultimate goal is for all groups to achieve at high levels.

#### English Language Arts

#### Math

#### Graduation Rate

AMO Points

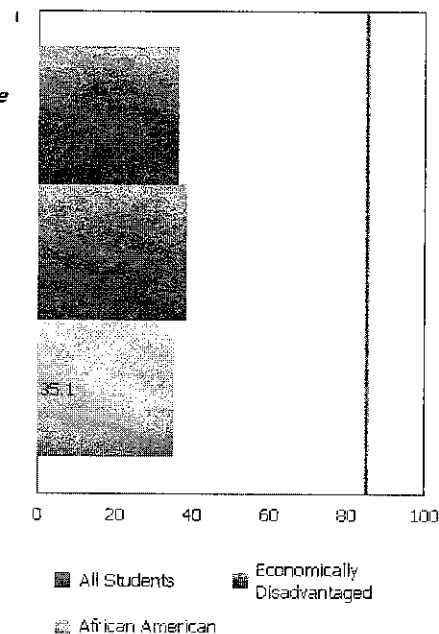


## 32.1%

Exceeds Standards	36.0 - 100.0%
Meets Standards	1.0 - 35.9%
Does Not Meet Standards	0.0 - 0.9%

*This school does not have an Annual Measurable Objective for ELA because there were not enough students to evaluate.*

*This school does not have an Annual Measurable Objective for Math because there were not enough students to evaluate.*




The red line on each graph identifies the Annual Measurable Objective. The 2017 AMO for ELA is 89.4%, for Math is 86.5%, and for Graduation Rate is 85.1%. Subgroups with fewer than 30 students are not rated and do not appear on the graphs.

# Ohio School Report Cards

Sign In

## 2016 - 2017 Report Card for Mahoning County High School

 View Printable PDF

Overview

High School Test Passage Rate

Gap Closing

Graduation Rate

Progress

### Graduation Rate



The Graduation Rate component looks at the percent of students who are successfully finishing high school with a diploma in four, five, six, seven or eight years.

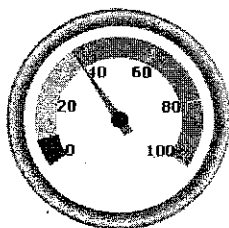
#### 4-Year Graduation Rate

The 4-year graduation rate applies to the Class of 2016 who graduated within four years, i.e. students who entered the 9th grade in 2012 and graduated by 2016.

RATING

**Exceeds  
Standards**
**36.4%**

Exceeds 36.0 - 100.0%  
Meets 8.0 - 35.9%  
Does Not Meet 0.0 - 7.9%



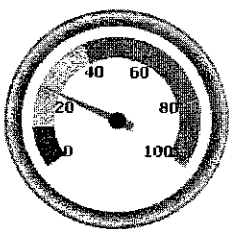
#### 5-Year Graduation Rate

The 5-year graduation rate applies to the Class of 2015 who graduated within five years, i.e. students who entered the 9th grade in 2011 and graduated by 2016.

RATING

**Meets  
Standards**
**23.9%**

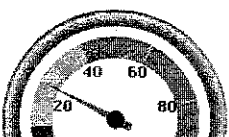
Exceeds 40.0 - 100.0%  
Meets 12.0 - 39.9%  
Does Not Meet 0.0 - 11.9%



#### 6-Year Graduation Rate

The 6-year graduation rate applies to the Class of 2014 who graduated within six years, i.e. students who entered the 9th grade in 2010 and graduated by 2016.

RATING

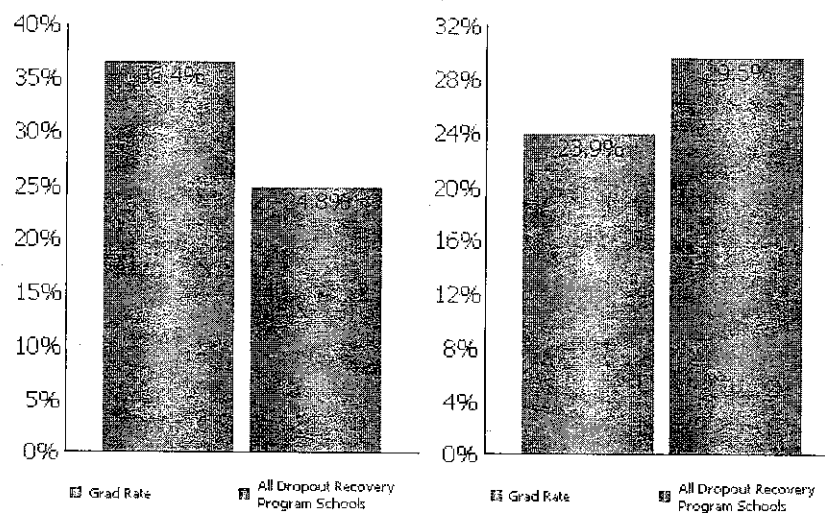
**Meets  
Standards**
**25.0%**

☒ Comparison

☐ Trend

#### How Does this School Compare to the Other Dropout Recovery Program Schools in Ohio?

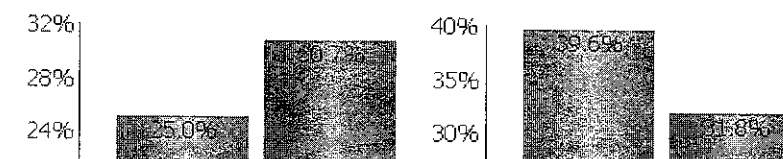
4-Year Rate

5-Year Rate



6-Year Rate

7-Year Rate



# Ohio School Report Cards

Sign In

2016 - 2017 Report Card for

## Mahoning County High School



View Printable PDF

Overview

High School Test Passage Rate

Gap Closing

Graduation Rate

Progress

### Progress



The Progress component looks closely at the growth that all students are making during the school year.

COMPONENT GRADE

**Does Not Meet  
Standards**

GRADE

#### Overall

**Does Not Meet  
Standards**

This measures the progress for all students in math and reading, grades 9-12 using the NWEA MAP test.

#### Progress Details

This table shows the Progress scores by test grade and subject, and includes up to three years of data as available.

*Value Added Data is not  
available for this school*

## **Attachment 4**

# Performance Framework

The Performance Framework serves as the foundation for the performance and accountability plan for schools sponsored by the Ohio Department of Education, Office of School Sponsorship. The Framework evaluates the school in four equally rated areas: academic and student performance; financial performance; operational performance, and additional evidence of the effectiveness of the community school.

## Academic and Student Performance

The goals in this section are measured based upon the school's own academic and student performance measures as well as the state-wide similarly situated schools and comparable community schools.

In measuring the school's academic indicators, certain report card measures identified as "weighted report card measures" are areas that are weighted more heavily in considering whether the school is showing marked improvement in academics. The weighted report card measures include a look at the past three years of school performance and include a narrative regarding whether the school is making improvement year over year.

Additional consideration is given to schools that increase any component grade one level over the previous year. The school must have received a rating for the component grade in the prior school year for the school to receive additional consideration that it is meeting or exceeding goals.

The comparison groups by which the school is measured is an important tool in determining whether the school is meeting its academic goals. If a school meets or exceeds the results of the comparison group, the school will be considered to have met its goals. This measure also includes a narrative regarding the school's performance over the past three years compared to the comparison groups.

## Weighted Report Card Measures

Key	Exceeds Goals	Meets Goals	Making Progress Towards Goals	Needs Improvement	Below Expectations
Performance Index	Grade A or B or exceeded the overall statewide average	Grade C or meets the overall statewide average	Grade D and is below the overall statewide average or an increase of 10%	Grade F and is below the overall statewide average	
Value Added	Grade A or B	Grade C	Grade D	Grade F	
K-3 Literacy	Grade A or B	Grade C	Grade D	Grade F	
4-Year Graduation Rate	Meets District Average	10% below District Average	Greater than 10% below but less than 20% below District Average	Greater than 20% below District Average	
5-Year Graduation Rate	Meets District Average as identified on report card	10% below District Average as identified on report card	Greater than 10% below District Average as identified on report card	Greater than 20% below District Average as identified on report card	

# Performance Framework

Key	Notes	Meets Goal	
Any component grade increased one level	Includes only component grades that were graded on the two most recent report cards		N/A

## Comparison with Peers

Key	Notes/Considerations	Meets Goals	Need Improvement	Three Year Comparison
Performance v. District of Residence – Performance index		Performed at the level of or above the District of Residence	Performed below the level of the District of Residence	
Performance v. statewide similarly situated community schools – Performance Index	Similar schools are based upon the community school's characteristics: <ul style="list-style-type: none"> <li>- Brick and Mortar</li> <li>- Special Education</li> <li>- E-schools</li> </ul>	Performed at the level of or above similar community schools	Performed below the level of similar community schools	

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Other Report Card Measures

Key	Meets	Needs Improvement
Achievement (overall)	A-C	D-F
Indicators Met	A-C	D-F
Progress (Overall)	A-C	D-F
Mobility		
Value Added Gifted Students	A-C	D-F
Value Added Lowest 20% in Achievement	A-C	D-F



# Performance Framework

Value Added Students with Disabilities	A-C	D-F
Gap Closing	A-C	D-F
Prepared for Success	A-C	D-F
Chronic Absenteeism rate	Meets Indicator Standard	Does Not Meet Indicator Standard

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Academic and Student Performance – Dropout Prevention and Recovery Schools Only

### Weighted Report Card Measures

Key	Meets	Making Progress	Needs Improvement	Three Year Comparison
Progress	Rated Exceeds Standards	Rated Meets Standards	Rated Does Not Meet Standards	
Gap Closing	Rated Exceeds Standards	Rated Meets Standards	Rated Does Not Meet Standards	
4-Year Graduation Rate	Rated Exceeds Standards	Rated Meets Standards	Rated Does Not Meet Standards	
5-Year Graduation Rate	Rated Exceeds Standards	Rated Meets Standards	Rated Does Not Meet Standards	

Key	Notes		
Any component grade increased one level	Only includes component grades that were rated for two consecutive report cards	Meets	N/A

### Comparison with Peers

Key	Notes/Considerations	Meets Goals	Need Improvement	Three Year Comparison
Performance v. District of Residence – Performance index		Performed at the level of or above the District of Residence	Performed below the level of the District of Residence	

# Performance Framework

		able to pay its current liabilities when due.			
Debt Ratio	Total Liabilities divided by Total Assets	Measures the portion of the assets of a business which are financed through debt; a lower value is favorable because it indicates that a lower portion of assets is claimed by creditors. The amount identifies the percentage of assets financed through debts.	0 – 20%	>20%, <40%	>40%
Days Cash	Number of calendar days an entity can meet its current obligations using current cash balance including cash equivalents	Measures calendar days a business can continue to operate without additional cash or resources from external sources	30-60 Days	15-30 Days	<15 Days
Accounts Payable Past Due	Amounts owed to suppliers	Identifies ability of entity to pay suppliers in a timely manner, usually within thirty (30) days or payment is considered late.	=<30 Days	30-60 Days	>60 Days
Cash Flow (Operating)	Identifies how changes in balance sheet accounts and income affect cash and cash equivalents (Source: Online)	Measures an entity's ability to generate positive cash flow from its primary (core) business activities. OCF=Income before interest and taxes + Depreciation + Amortization - Taxes	Positive	Zero	Negative
Total Margin (Ratio)	A measure of the ability of an entity to generate excess revenue over expenditures (Source: Online)	Measures the financial health of an entity. Total Margin = (Revenues – Expenses)/Total Revenue. Favorable if 25% (0.25) or greater.	>25% or >0.25	=>15% <25%	<15% or <0.15
FTE claw back	The School over-reported the number of full-time equivalent students and has received an overpayment from the Department	Measures the financial health of the school and the additional debt of the school	No claw back	Claw back less than \$500,000	Claw back greater than \$500,000

**Current Assets:** Cash, cash equivalents, accounts receivable, prepaid expenses, inventories and other items of value that can be converted to cash quickly.

# Performance Framework

**Current Liabilities:** Accounts payable, accrued expenses and liabilities, notes payable or short-term borrowings and the current portion of long-term debt.

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Operational Performance

The operational performance of the school looks at various areas of the school's compliance with laws and rules and licensure. Specifically, operational performance looks to how the school operationally takes steps to ensure that it is able to offer a quality educational option to its students. This factor looks at teachers, special education, use of federal funds and the effectiveness of the school's governing authority.

Key	Notes	Compliant	Non-Compliant and corrective action required
Appropriate Certification and Licensure		Each credentialed staff member holds the appropriate credential for his/her assigned position.	Some educators are not appropriately licensed for their assignment according to state statute.
Annual Report		Parents and Sponsor received the School's Annual Report by the last day of October. The report was complete, accurate, and included a self-evaluation of the school's performance over a multi-year period.	Parents and Sponsor <u>did not</u> receive the School's Annual Report by the last day of October. The report was <u>not</u> complete, and/or <u>not</u> accurate, and/or <u>did not</u> include a self-evaluation of the school's performance over a multi-year period.
Management Company Evaluation		Governing Authority annually evaluates the management company's performance and provided the Sponsor a copy of the evaluation.	Governing Authority did not annually evaluate the management company's performance; or did not provide the Sponsor a copy of the evaluation.
Corrective Action Plans		School satisfied all corrective action plans in a timely manner.	School did not fully satisfy all corrective action plans in a timely manner.

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Key	Compliant	Not Compliant	N/A
-----	-----------	---------------	-----

# Performance Framework

Federal Programs: Carryover Funds <sup>1</sup>	No large carryover of funds indicating ---.	Large carryover.	School does not receive federal program funds
Federal Programs: Timely Submission of Consolidated Application	Application submitted by July 1.	School submitted applications late	School did not submit an application
Federal Programs: Timely and Complete Monitoring Documentation	Requested documentation or self-survey was submitted by the requested date.	Requested documentation and/or self-survey was submitted with incomplete information and/or did not meet deadline.	N/A
Federal Programs: Noncompliance Issues with ESEA Law	School has no programmatic or fiscal compliance issues over the last 3 years.	School did experience a programmatic or fiscal compliance issue over the last 3 years or the school has unresolved programmatic issues.	

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Special Education

Key	Meets	Does Not Meet
Special Edu. Indicator 3c: Reading Proficiency Rate	<b>24.18% or more</b> students with disabilities scored at or above the proficient level on statewide reading assessments; compliant.	<b>Less than 24.18%</b> students with disabilities scored at or above the proficient level on statewide reading assessments; noncompliant.
Special Edu. Indicator 3c: Math Proficiency Rate	<b>28.57% or more</b> students with disabilities scored at or above the proficient level on statewide math assessments; compliant.	<b>Less than 28.57%</b> students with disabilities scored at or above the proficient level on statewide math assessments; noncompliant.
Special Edu. Indicator 4b: Disproportionality – Discipline - Expulsion	Risk ratio <b>less than or equal to 3.50</b> ; risk ratio of 3.50 signifies that students with	Risk ratio <b>more than 3.50</b> ; risk ratio of 3.50 signifies that students with disabilities

<sup>1</sup> "Large carryover" is defined as 15% or more of Title I-A and more than 30% from other grants.

# Performance Framework

	disabilities within a given racial/ethnic group are 3.50 times more likely to be expelled for greater than 10 days than all students without disabilities; compliant	within a given racial/ethnic group are 3.50 times more likely to be expelled for greater than 10 days than all students without disabilities; noncompliant.
Special Edu. Indicator 4b: Disproportionality – Discipline – Suspension	Risk ratio <b>less than or equal to 3.50</b> ; risk ratio of 3.50 signifies that students with disabilities within a given racial/ethnic group are 3.50 times more likely to be suspended for greater than 10 days than all students without disabilities; compliant.	Risk ratio <b>more than 3.50</b> ; risk ratio of 3.50 signifies that students with disabilities within a given racial/ethnic group are 3.50 times more likely to be suspended for greater than 10 days than all students without disabilities; noncompliant.
Special Edu. Indicator 9: Identification by Race	Risk ratio <b>less than or equal to 3.50</b> ; a risk ratio of 3.50 signifies that students <b>within a specific racial/ethnic group</b> are 3.50 times more likely to be identified <b>for special education</b> than students NOT in that racial/ethnic group; compliant	Risk ratio <b>more than 3.50</b> ; a risk ratio of 3.50 signifies that students <b>within a specific racial/ethnic group</b> are 3.50 times more likely to be identified <b>for special education</b> than students NOT in that racial/ethnic group; noncompliant.
Special Edu. Indicator 10: Identification for Specific Disability Categories by Race	Risk ratio <b>less than or equal to 3.50</b> ; a risk ratio of 3.50 signifies that students within <b>a specific racial/ethnic group</b> are 3.50 times more likely to be identified <b>in a specific disability category</b> than students NOT in that racial/ethnic group; compliant.	Risk ratio <b>more than 3.50</b> ; a risk ratio of 3.50 signifies that students within <b>a specific racial/ethnic group</b> are 3.50 times more likely to be identified <b>in a specific disability category</b> than students NOT in that racial/ethnic group; noncompliant.
Special Edu. Indicator 1: Graduation	<b>82.80% or more</b> students with disabilities graduated from high school with a regular diploma within four years; compliant.	<b>Less than 82.80%</b> students with disabilities graduated from high school with a regular diploma within four years; noncompliant.
Special Edu. Indicator 2: Dropout	<b>21.80% or less</b> students with disabilities dropped out of high school; compliant.	<b>Over 21.80%</b> students with disabilities dropped out of high school; noncompliant.
Special Edu. Indicator 13: Secondary Transition	<b>100%</b> ; all students with an IEP age 16 and over must have a compliant transition plan in place; compliant.	<b>Less than 100%</b> ; all students with an IEP age 16 and over must have a compliant transition plan in place; noncompliant.

# Performance Framework

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Additional Evidence of Effectiveness of the School in the Community:

This section measures the school's effectiveness in the community taking into account the whole child and community involvement. This section is important in determining whether the school is meeting the goal of being quality school choice in the community.

Key	Meets	Does Not Meet
Community Engagement	Evidence of one or more community engagement activities for the school year.	Did not provide sufficient evidence of any community engagement activities.
Social/Emotional	Evidence of a plan to address social/emotional needs of the students.	Did not provide sufficient evidence of a plan to address social/emotional needs of the students
Parent Satisfaction	The school obtained an 85% or higher parent satisfaction based upon surveys of parents during the evaluation year.	The school obtained less than 85% parent satisfaction based upon surveys of parents during the evaluation year or the school failed to take a parent satisfaction survey.
The School enrolls a sufficient number of students and receives sufficient state foundation payments to support the school's programs		

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Performance Framework

Key	Exceeds	Meets	Does Not meet
School's Climate As measured by Sponsor during the site visit	The School meets all 3: (1) the School has a program in place to support the diverse needs of its students; (2) the School's core mission is clearly incorporated throughout all the School's programs; <u>and</u> (3) the School's professional climate incorporates professional collaboration and teacher development and formal teacher evaluations.	The School meets at least 2 of the following: (1) the School has a program in place to support the diverse needs of its students; (2) the School's core mission is clearly incorporated throughout all the School's programs; <u>or</u> (3) the School's professional climate incorporates professional collaboration and teacher development and formal teacher evaluations.	The School only meets one or none of the following: (1) the School has a program in place to support the diverse needs of its students; (2) the School's core mission is clearly incorporated throughout all the School's programs; <u>or</u> (3) the School's professional climate incorporates professional collaboration and teacher development and formal teacher evaluations.

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Overall Results of School Performance Evaluation Narrative:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Attachment 5**



Admission Procedure

Admission is open to any individual between the ages of five (5) and twenty-two (22) who, pursuant to state law, is entitled to attend school. In making admission decisions, the School shall not discriminate on the basis of race, color, creed, sex, or disabling condition. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

The School shall not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.

The School shall restrict admission to all of Ohio.

If the number of applicants exceeds the capacity restrictions of the School, students will be admitted based on a lottery system, with the following students given preference:

- students who attended the School the previous year;
- siblings of students attending the School the previous year;
- students who are the children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than 5% of the School's total enrollment; and
- students who reside in the district in which the School is located.

The lottery system adopted by the School functions as described below.

- Each applicant exceeding the capacity of the School shall be assigned a number.
- A neutral third party will randomly select numbers, and as each number is selected, the respective student is placed on the permanent waiting list. Once placed on the permanent waiting list, the student retains the position from year-to-year unless the student is no longer an eligible student, is no longer interested in admission, or is selected for admission and thereby removed from the permanent waiting list.
- The School may, in its sole discretion, decide to institute one lottery system and permanent waiting list, or may decide to institute separate lottery systems and permanent waiting lists for each age or grade.

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

Cross Reference: Policy 3512, Kindergarten Admission.

5/3/17 Board

**Rights of Individuals with Disabilities**

Consistent with this policy, the School shall comply with all applicable laws regarding the rights of individuals with disabilities. No otherwise qualified person shall, solely by reason of his/her disability, be excluded from participating in, be denied the benefits of or be subject to discrimination under any School sponsored program or activity.

An individual with a disability is defined as a person who: (1) has a physical or mental impairment that substantially limits one or more major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment.

Major life activities are defined to include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, reading, thinking, communicating, and working.

*Program.* The School shall make all reasonable efforts to serve the School's special needs children whom are eligible for special education and/or related services. As more fully explained in 3710.1, Special Education Policies and Procedures, the School shall:

- provide a free appropriate public education to each qualified person with disabilities in need of a special education;
- conduct special education programs in the least restrictive environment and shall be placed in an educational setting with students to the extent appropriate;
- not deny any student, because of his/her disability, from participating in any co-curricular, intramural, or interscholastic activities or any of the services offered; and
- enforce the due process rights of disabled students and their parents.

*Employment Practices.* No qualified person with a disability shall, on the basis of his/her disability, be subject to discrimination in employment under any of the programs or activities of the School. The School shall take positive steps to employ and advance in employment qualified persons with disabilities. The School shall make all decisions concerning employment in a manner which ensures that discrimination on the basis of disability does not occur and shall not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status. The School shall not participate in a contractual or other relationship that has the effect of subjecting qualified applicants or employees with disabilities to prohibited discrimination. The School shall not use any employment test or other selection criterion that screens out or tends to screen out persons with disabilities or any class of persons with disabilities unless the test or selection criterion is job-related for the position and alternative tests or criteria are not available.

*Facilities.* Consistent with all applicable laws, the School shall provide barrier free access to School or provide an alternative means of providing service so that no individual with a

**Address Verification**

For purposes of reporting which school districts the enrolled students are entitled to attend, the School shall require each enrolled student to submit one of the following documents to verify their home address:

- a deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill;
- a utility bill or receipt of utility installation issued within ninety days of enrollment;
- a paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
- the most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence; or
- any other official document issued to the parent or student that includes the address of the parent's or student's primary residence.

This Policy supercedes any contrary or additional requirements imposed by the respective public school district.

*Cross Reference:* Policy 3515, Required Documents upon Admission.

disability is excluded from participating in the School program solely because of the individual's disability.

Disseminating this Policy

To ensure compliance with the School's policies regarding individuals with disabilities, the School shall post a statement pertaining to regarding the School's position on non-discrimination in the School and published in any school statement pertaining to employment positions

*Federal:* 42 U.S.C. 1210, et seq.

*Cross Reference:* Form 3710.1, Special Education Policies & Procedures; Policy 3720, Section 504 of the Rehabilitation Action of 1973; Policy 3730, Alternate State Assessments for Students with Disabilities; Policy 3740, Child Find Responsibilities.

**Required Documents Upon Admission**

The School and Ohio law require certain documents, records, and other information be provided upon the student's enrollment in the School. The Head Administrator is hereby directed to develop and implement rules and procedures as necessary to ensure that the School complies with this Policy and all other applicable laws.

**Records and Documentation**

Upon admission into the School, all students shall be required to provide the following:

- any records from the public or nonpublic elementary or secondary school the student most recently attended,
- if issued and applicable, a certified copy of an order or decree, or modification of such an order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child,
- if executed and applicable, a copy of a power of attorney or caretaker authorization affidavit, if either has been executed with respect to the child, and
- a birth certificate or Comparable Document, as defined below.

Upon enrolling a student, the School shall make a request for records within twenty-four (24) hours from the school the student most recently attended. If the records are not received within seven (7) days, a second request will be made and the Head Administrator shall directly contact the school.

If the school the student claims to have most recently attended indicates that it has no record of the student's attendance or the records are not received within fourteen (14) days of the date of request, or if the student does not present a birth certificate or other Comparable Document, the Head Administrator shall notify the law enforcement agency having jurisdiction in the area where the student resides of this fact and of the possibility that the student may be a missing child

A Comparable Document is defined to include any of the following: (1) a certification of birth; (2) Passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) An attested transcript of the certificate of birth; (4) An attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) An attested transcript of a hospital record showing the date and place of birth of the child; (6) A birth affidavit.

### Protected Child Admission

For purposes of this Policy, a Protected Child is defined as a child placed in a Foster Home or Residential Facility, as defined in the Revised Code.

The School shall not deny a Protected Child admission to the School solely because the Protected Child does not present a birth certificate or Comparable Document. However, the Protected Child or the Protected Child's parent, custodian or guardian shall present a birth certificate or Comparable Document within ninety days after the Protected Child's entry to the School

### Receiving Records Requests

The School shall comply with all records requests within two (2) business days. The School shall make copies of the student's records and keep the records on file.

### Grandparent Caretaker Requirements

A child who is living with and being cared for by grandparents may enroll in and attend the School, so long as the Grandparents/caretaker provide the documents and records above and all of the following documents:

- *Power of Attorney.* Under Ohio law, A child's parent, guardian, or custodian may create a power of attorney that grants to the grandparent with whom the child is residing any of the parent's, guardian's, or custodian's rights and responsibilities regarding the care, physical custody, and control of the child, including the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. The power of attorney does not affect the rights of the parent, guardian, or custodian of the child in any future proceeding concerning custody of the child or the allocation of parental rights and responsibilities for the care of the child and does not grant legal custody to the attorney in fact. To create a Power of Attorney, an individual must use Form 3515.1, Grandparent Power of Attorney.
- *Caretaker Authorization Affidavit.* A caretaker authorization form, included as Form 3515.2, is a document that authorizes the grandparent to exercise care, physical custody, and control of the child, including, but not limited to, the authority to enroll the child in school, the discuss with the school the child's educational progress, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. Such a form can only executed by grandparent if the

grandparent has made reasonable attempts to locate or contact the child's parents but has been unable to do so. To create a Caretaker Authorization Affidavit, an individual must use Form 3515.2, Caretaker Authorization Affidavit.

The Power of Attorney and/or Caretaker Authorization Affidavit are terminated if (1) revoked in writing and notice is provided; (2) the child ceases to reside with the grandparent; (3) court order; (4) the child's death; or (5) the grandparent's death.

Ohio law prohibits individuals from executing the Power of Attorney or the Caretaker Authorization Affidavit if the purpose is to enroll the child in the School so that the child may participate in academic or interscholastic activities offered by the School. Power of Attorney or Caretaker Authorization Affidavits submitted for this reason are void and are punishable as a misdemeanor of the first degree.

*Ohio: R.C. 3313.672, R.C. 3109.52, R.C. 3109.65, R.C. 3109.80, R.C. 3109.78.*

*Cross Reference: Policy 3833, Tracking Missing Children; Form 3515.1, Grandparent Power of Attorney; Form 3515.2, Caretaker Authorization Affidavit.*

**Grandparent Power of Attorney***Ohio requires this form be used as it is identical to R.C. 3109.53*

I, the undersigned, residing at \_\_\_\_\_, in the county of \_\_\_\_\_, state of \_\_\_\_\_, hereby appoint the child's grandparent, \_\_\_\_\_, residing at \_\_\_\_\_, in the county of \_\_\_\_\_, in the state of Ohio, with whom the child of whom I am the parent, guardian, or custodian is residing, my attorney in fact to exercise any and all of my rights and responsibilities regarding the care, physical custody, and control of the child, \_\_\_\_\_, born \_\_\_\_\_, having social security number (optional) \_\_\_\_\_, except my authority to consent to marriage or adoption of the child \_\_\_\_\_, and to perform all acts necessary in the execution of the rights and responsibilities hereby granted, as fully as I might do if personally present. The rights I am transferring under this power of attorney include the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. This transfer does not affect my rights in any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child. This transfer does not terminate my right to have regular contact with the child.

I hereby certify that I am transferring the rights and responsibilities designated in this power of attorney because one of the following circumstances exists:

- 1) I am: (a) Seriously ill, incarcerated or about to be incarcerated, (b) Temporarily unable to provide financial support or parental guidance to the child, (c) Temporarily unable to provide adequate care and supervision of the child because of my physical or mental condition, (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable, or (e) In or about to enter a residential treatment program for substance abuse;
- 2) I am a parent of the child, the child's other parent is deceased, and I have authority to execute the power of attorney; or
- 3) I have a well-founded belief that the power of attorney is in the child's best interest.

I hereby certify that I am not transferring my rights and responsibilities regarding the child for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school or district.

I understand that this document does not authorize a child support enforcement agency to redirect child support payments to the grandparent designated as attorney in fact. I further understand that to have an existing child support order modified or a new child support order issued administrative or judicial proceedings must be initiated.

If there is a court order naming me the residential parent and legal custodian of the child who is the subject of this power of attorney and I am the sole parent signing this document, I hereby certify that one of the following is the case:



(1) I have made reasonable efforts to locate and provide notice of the creation of this power of attorney to the other parent and have been unable to locate that parent;

(2) The other parent is prohibited from receiving a notice of relocation; or

(3) The parental rights of the other parent have been terminated by order of a juvenile court.

This POWER OF ATTORNEY is valid until the occurrence of whichever of the following events occurs first:

(1) I revoke this POWER OF ATTORNEY in writing and give notice of the revocation to the grandparent designated as attorney in fact and the juvenile court with which this POWER OF ATTORNEY was filed; (2) the child ceases to reside with the grandparent designated as attorney in fact; (3) this POWER OF ATTORNEY is terminated by court order; (4) the death of the child who is the subject of the power of attorney; or (5) the death of the grandparent designated as the attorney in fact.

**WARNING: DO NOT EXECUTE THIS POWER OF ATTORNEY IF ANY STATEMENT MADE IN THIS INSTRUMENT IS UNTRUE. FALSIFICATION IS A CRIME UNDER SECTION 2921.13 OF THE REVISED CODE, PUNISHABLE BY THE SANCTIONS UNDER CHAPTER 2929, OF THE REVISED CODE, INCLUDING A TERM OF IMPRISONMENT OF UP TO 6 MONTHS, A FINE OF UP TO \$1,000, OR BOTH.**

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Parent/Custodian/Guardian's signature

\_\_\_\_\_  
Parent's signature

\_\_\_\_\_  
Grandparent designated as attorney in fact

State of Ohio                    )  
  ) ss:  
County of \_\_\_\_\_)

Subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

### Notices Regarding Grandparent Power of Attorney

1. A power of attorney may be executed only if one of the following circumstances exists: (1) The parent, guardian, or custodian of the child is: (a) Seriously ill, incarcerated or about to be incarcerated; (b) Temporarily unable to provide financial support or parental guidance to the child; (c) Temporarily unable to provide adequate care and supervision of the child because of the parent's, guardian's, or custodian's physical or mental condition; (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable; or (e) In or about to enter a residential treatment program for substance abuse; (2) One of the child's parents is deceased and the other parent, with authority to do so, seeks to execute a power of attorney; or (3) The parent, guardian, or custodian has a well-founded belief that the power of attorney is in the child's best interest.
2. The signatures of the parent, guardian, or custodian of the child and the grandparent designated as the attorney in fact must be notarized by an Ohio notary public.
3. A parent, guardian, or custodian who creates a power of attorney must notify the parent of the child who is not the residential parent and legal custodian of the child unless one of the following circumstances applies: (a) the parent is prohibited from receiving a notice of relocation in accordance with section 3109.051 of the Revised Code of the creation of the power of attorney; (b) the parent's parental rights have been terminated by order of a juvenile court pursuant to Chapter 2151. of the Revised Code; (c) the parent cannot be located with reasonable efforts; (d) both parents are executing the power of attorney. The notice must be sent by certified mail not later than five days after the power of attorney is created and must state the name and address of the person designated as the attorney in fact.
4. A parent, guardian, or custodian who creates a power of attorney must file it with the juvenile court of the county in which the attorney in fact resides, or any other court that has jurisdiction over the child under a previously filed motion or proceeding. The power of attorney must be filed not later than five days after the date it is created and be accompanied by a receipt showing that the notice of creation of the power of attorney was sent to the parent who is not the residential parent and legal custodian by certified mail.
5. A parent, guardian, or custodian who creates a second or subsequent power of attorney regarding a child who is the subject of a prior power of attorney must file the power of attorney with the juvenile court of the county in which the attorney in fact resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding. On filing, the court will schedule a hearing to determine whether the power of attorney is in the child's best interest.
6. This power of attorney does not affect the rights of the child's parents, guardian, or custodian regarding any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child.
7. A person or entity that relies on this power of attorney, in good faith, has no obligation to make any further inquiry or investigation.
8. This power of attorney terminates on the occurrence of whichever of the following occurs first: (1) one year elapses following the date the power of attorney is notarized; (2) the power of attorney is revoked in writing by the person who created it; (3) the child ceases to live with the grandparent who is the

attorney in fact; (4) the power of attorney is terminated by court order; (5) the death of the child who is the subject of the power of attorney; or (6) the death of the grandparent designated as the attorney in fact.

9. If this power of attorney terminates other than by the death of the attorney in fact, the grandparent who served as the attorney in fact shall notify, in writing, all of the following:
- a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;
  - b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the other person or entity would reasonably rely on the power of attorney unless notified of the termination;
  - c) The court in which the power of attorney was filed after its creation; and
  - d) The parent who is not the residential parent and legal custodian of the child who is required to be given notice of its creation. The grandparent shall make the notifications not later than one week after the date the power of attorney terminates.
10. If this power of attorney is terminated by written revocation of the person who created it, or the revocation is regarding a second or subsequent power of attorney, a copy of the revocation must be filed with the court with which that power of attorney was filed.

Additional information:

To the grandparent designated as attorney in fact:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this power of attorney. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the power of attorney unless notified. The notification must be made not later than one week after the child stops living with you.
2. You must include with the power of attorney the following information:
  - (a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;
  - (b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;
  - (c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;
  - (d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child;
  - (e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused child or a neglected child or previously

have been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.

To school officials:

1. Except as provided in section 3313.649 of the Revised Code, this power of attorney, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent designated as attorney in fact resides and that grandparent is authorized to provide consent in all school-related matters and to obtain from the school district educational and behavioral information about the child. This power of attorney does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.
2. The school district may require additional reasonable evidence that the grandparent lives in the school district.
3. A school district or school official that reasonably and in good faith relies on this power of attorney has no obligation to make any further inquiry or investigation.

To health care providers:

1. A person or entity that acts in good faith reliance on a power of attorney to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the power of attorney, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the power of attorney is completed and the signatures of the parent, guardian, or custodian of the child and the grandparent designated as attorney in fact are notarized.
2. The decision of a grandparent designated as attorney in fact, based on a power of attorney, shall be honored by a health care facility or practitioner, school district, or school official.

**Caretaker Authorization Affidavit**

*Use of this affidavit is required and authorized by sections 3109.65 to 3109.73 of the Ohio Revised Code. Completion of items 1-7 and the signing and notarization of this affidavit is sufficient to authorize the grandparent signing to exercise care, physical custody, and control of the child who is its subject, including authority to enroll the child in school, to discuss with the school district the child's educational progress, to consent to all school-related matters regarding the child, and to consent to medical, psychological, dental treatment for the child.*

The child named below lives in my home, I am 18 years of age or older, and I am the child's grandparent.

1. Name of child: \_\_\_\_\_
2. Child's date and year of birth: \_\_\_\_\_
3. Child's social security number (optional): \_\_\_\_\_
4. My name: \_\_\_\_\_
5. My home address: \_\_\_\_\_
6. My date and year of birth: \_\_\_\_\_
7. My Ohio driver's license number or identification card number: \_\_\_\_\_
8. Despite having made reasonable attempts, I am either:
  - a. Unable to locate or contact the child's parents, or the child's guardian or custodian; or
  - b. I am unable to locate or contact one of the child's parents and I am not required to contact the other parent because paternity has not been established; or
  - c. I am unable to locate or contact one of the child's parents and I am not required to contact the other parent because there is a custody order regarding the child and one of the following is the case:

- i. The parent has been prohibited from receiving notice of a relocation; or
- ii. The parental rights of the parent have been terminated.

9. I hereby certify that this affidavit is not being executed for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school district.

I understand that this document does not authorize a child support enforcement agency to redirect child support payments. I further understand that to have an existing child support order modified or a new child support order issued administrative or judicial proceedings must be initiated.

**WARNING: DO NOT SIGN THIS FORM IF ANY OF THE ABOVE STATEMENTS ARE INCORRECT. FALSIFICATION IS A CRIME UNDER SECTION 2921.13 OF THE REVISED CODE, PUNISHABLE BY THE SANCTIONS UNDER CHAPTER 2929. OF THE REVISED CODE, INCLUDING A TERM OF IMPRISONMENT OF UP TO 6 MONTHS, A FINE OF UP TO \$1,000, OR BOTH.**

I declare that the foregoing is true and correct:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grandparent

State of Ohio            )  
                              ) ss:  
County of                )

Subscribed, sworn to, and acknowledged before me this \_\_\_\_ day of, \_\_\_\_, \_\_\_\_.

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

Notices of Caretaker Authorization

1. The grandparent's signature must be notarized by an Ohio notary public.
2. The grandparent who executed this affidavit must file it with the juvenile court of the county in which the grandparent resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding not later than five days after the date it is executed.
3. This affidavit does not affect the rights of the child's parents, guardian, or custodian regarding the care, physical custody, and control of the child, and does not give the grandparent legal custody of the child.
4. A person or entity that relies on this affidavit, in good faith, has no obligation to make any further inquiry or investigation.
5. This affidavit terminates on the occurrence of whichever of the following occurs first: (1) the child ceases to live with the grandparent who signs this form; (2) the parent, guardian, or custodian of the child acts to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit, and the grandparent either voluntarily returns the child to the physical custody of the parent, guardian, or custodian or fails to file a complaint to seek custody within fourteen days (3) the affidavit is terminated by court order; (4) the death of the child who is the subject of the affidavit; or (5) the death of the grandparent who executed the affidavit.

A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

If this affidavit terminates other than by the death of the grandparent, the grandparent who signed this affidavit shall notify, in writing, all of the following:

- (a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;
- (b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the person or entity would reasonably rely on the affidavit unless notified of the termination;
- (c) The court in which the affidavit was filed after its creation.

The grandparent shall make the notifications not later than one week after the date the affidavit terminates.

6. The decision of a grandparent to consent to or to refuse medical treatment or school enrollment for a child is superseded by a contrary decision of a parent, custodian, or guardian of the child, unless the decision of the parent, guardian, or custodian would jeopardize the life, health, or safety of the child.

**Additional information:**

To caretakers:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this affidavit. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the affidavit unless notified. The notifications must be made not later than one week after the child stops living with you.
2. If you do not have the information requested in item 7 (Ohio driver's license or identification card), provide another form of identification such as your social security number or medicaid number.
3. You must include with the caretaker authorization affidavit the following information:
  - (a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;
  - (b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;
  - (c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;
  - (d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child;
  - (e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child's being an abused child or a neglected child or previously have been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.
4. If the child's parent, guardian, or custodian acts to terminate the caretaker authorization affidavit by delivering a written notice of negation, reversal, or disapproval of an action or decision of yours or removes the child from your home and if you believe that the termination or removal is not in the best interest of the child, you may, within fourteen



days, file a complaint in the juvenile court to seek custody. You may retain physical custody of the child until the fourteen-day period elapses or, if you file a complaint, until the court orders otherwise.

To school officials:

1. This affidavit, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent who signed this affidavit resides and the grandparent is authorized to provide consent in all school-related matters and to discuss with the school district the child's educational progress. This affidavit does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.
2. The school district may require additional reasonable evidence that the grandparent lives at the address provided in item 5 of the affidavit.
3. A school district or school official that reasonably and in good faith relies on this affidavit has no obligation to make any further inquiry or investigation.
4. The act of a parent, guardian, or custodian of the child to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit constitutes termination of this affidavit. A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

To health care providers:

1. A person or entity that acts in good faith reliance on a CARETAKER AUTHORIZATION AFFIDAVIT to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the affidavit, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the applicable portions of the form are completed and the grandparent's signature is notarized.
2. The decision of a grandparent, based on a CARETAKER AUTHORIZATION AFFIDAVIT, shall be honored by a health care facility or practitioner, school district, or school official unless the health care facility or practitioner or educational facility or official has actual knowledge that a parent, guardian, or custodian of a child has made a contravening decision to consent to or to refuse medical treatment for the child.
3. The act of a parent, guardian, or custodian of the child to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit constitutes termination of this affidavit. A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of

negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

**Records Request of Certain Students**

~~[DELETE BEFORE SENDING] Only use this letter when the transferring student has had a complaint filed alleging the student is an abused, neglected, or the transferring student has been adjudicated abused, neglected, or dependent]~~

[Date]

[Name & Address]

Dear \_\_\_\_\_:

This letter is a request for all the records you have of \_\_\_\_\_. As you may know, \_\_\_\_\_ has transferred to [INSERT SCHOOL NAME]. As stated under Ohio Revised Code § 3313.672, we are required to obtain, and you are required by law to transfer, all of the student's official records. We ask that you comply with this request as quickly as possible so we can ensure that \_\_\_\_\_ is able to continue to receive an education.

As you may know, new law effective October 11, 2013 prohibits you from withholding grades, credits, official transcripts, IEPs, 504 plans, or diplomas for students like \_\_\_\_\_. R.C. 3313.642. Therefore, we respectfully request that you immediately transfer all of the student's transcripts, records, IEPs, and 504 plans immediately.

Sincerely,

Head Administrator

**Record Request of Transferring Students**

[DELETE BEFORE SENDING: Use this letter when the transferring student is not subject to special rules stated in Policy 3515]

[Date]

[Name & Address]

Dear \_\_\_\_\_;

This letter is a request for all the records you have of \_\_\_\_\_. As you may know, \_\_\_\_\_ has transferred to [INSERT SCHOOL NAME]. As stated under Ohio Revised Code § 3313.672, we are required to obtain, and you are required by law to transfer, all of the student's official records. We ask that you comply with this request as quickly as possible so we can ensure that \_\_\_\_\_ is able to continue to receive an education.

Should we not receive the records from you, we will be required by law to contact the proper law enforcement agencies and notify them that the student may be a missing child. R.C. § 3313.672. Furthermore, to the extent that you are withholding the student's records pursuant to R.C. § 3313.642, the section does not permit you to withhold the student's transcripts, records, IEPs, and 504 plans. Therefore, we respectfully request that you transfer all of the student's transcripts, records, IEPs, and 504 plans immediately.

Sincerely,

Head Administrator

### **Homeless Children and Youth Placement**

In accordance with the McKinney-Vento Homeless Assistance Act and Ohio law, the School believes all homeless children have a right to equal educational opportunities. The School shall provide services to each homeless child or youth that is comparable to services offered to other students in the School.

A "homeless" child or youth is an individual that lacks a fixed, regular and adequate night time residence and includes an individual that:

- is "doubling up" or is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- is living in a motel, hotel, trailer park or campground due to the lack of alternative adequate accommodations;
- is living in emergency or transitional shelters;
- is abandoned in a hospital;
- is awaiting foster care;
- has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- is living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or
- is a migratory child as defined by the McKinney-Vento Act and Federal Law.

### **School Placement & Enrollment**

In determining where a homeless child or youth attends school, the School shall place the child according to the child's best interest. The determination shall be based on the following:

- when a child becomes homeless during the school year or in between school years, the School shall continue the child's education in the school of origin for the duration of homelessness;
- if the child becomes permanently housed during an academic year, the School shall continue the child's education in the school of origin for the remainder of the academic year;
- enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend; and
- factors a school may consider include; the child's age, the distance of a commute, personal safety issues, the student's need for special instruction, length of anticipated in a temporary shelter, time remaining in the school year.

The School shall keep a homeless child or youth in the "school of origin" unless the "school of origin" is contrary to the wishes of the child or youth's parent guardian. The school of origin is the school the student attended when permanently housed or last enrolled. If the School wishes to send a homeless child to a school other than the school of origin or the school requested, the School must provide a written notice containing an explanation and a statement regarding the

right to appeal the decision. The written notice explanation must be provided to the parent or guardian. The process for resolving disputes is discussed below.

Homeless students should be enrolled immediately. Enrollment shall occur even if the student does not have the enrollment records required by the School. The School shall contact the school last attended by the student to obtain health records and shall immediately refer the homeless child's parent or guardian to the School's homeless liaison so additional documents may be obtained. The School must obtain all records in a timely fashion.

Enrolled homeless students shall be provided services comparable to services offered to other students in the school. Services include, but are not limited to: transportation, programs in vocational and technical education, programs for gifted and talented students, school nutrition programs, and before/after school programs.

#### Disputes Regarding Placement

Should a dispute arise, the dispute resolution process should follow these guidelines. The dispute resolution process shall be as informal and accessible as possible, allowing for impartial and complete review. Students are to be provided with all services for which they are eligible while the dispute is being resolved. Parents, guardians and unaccompanied youth should be able to initiate the resolution process directly at the school they choose, as well as at the district LEA homeless liaison's office. Parents, guardians, and unaccompanied youth should be informed that they can provide written or oral documentation to support their views. Written documentation should be complete, as brief as possible, simply stated, and be provided in a language the parent, guardian, or unaccompanied youth can understand.

Should a dispute arise over school selection or enrollment in a school the following procedure is to be followed:

- The Local Education Agency (LEA) shall provide the parent or guardian with a written explanation of the school's decision regarding school selection or enrollment.
- The LEA shall inform the parent or guardian in writing of their right to appeal the decision.
- Should the dispute continue the LEA shall refer the parent or guardian to the local LEA liaison who shall review the complaint and issue an opinion in writing to the parent or guardian.
- Should the dispute continue the LEA liaison shall assist the parties involved in presenting the situation to the Ohio Department of Education homeless education coordinator.
- The homeless education coordinator shall recommend a decision for distribution to the parent, local superintendent and local educational agency liaison.
- Should the dispute continue the final appeal is made to the State Superintendent of Public Instruction for review and disposition.

#### Liaison for Homeless Children

The Head Administrator shall appoint a Liaison for Homeless Children. The Liaison will perform, coordinate, and collaborate with the State Coordinator for the Education of Homeless

Children and Youth and shall work to ensure the School complies with this policy and all applicable law.

#### Transportation

The School shall provide transportation, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin, if:

- The child continues to live in the area served by the LEA in which the school of origin is located, the child's transportation to and from the school of origin shall be provided or arranged by the local educational agency in which the school of origin is located.
- The homeless child's living arrangements in the area served by the LEA of origin terminate and the child or youth, though continuing his or her education in the school of origin, begins living in an area served by another LEA, the LEA of origin and the LEA in which the homeless child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the LEAs are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally.

*Federal: 42 U.S.C. 11431, et seq.*

**Identification of Homeless Children and Youth Form**

Student Name: \_\_\_\_\_ Student Social Security Number: \_\_\_\_\_

Under federal law, the School identifies all homeless children. A "homeless" child or youth is defined as an individual that lacks a fixed, regular and adequate night time residence. If your child is not homeless please sign below and do not complete the rest of the form. If you are unsure if your child may be considered homeless, please complete the rest of the form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Where is the student currently living:

(Mark an "X" next to all that apply)

<input type="checkbox"/>	Motel, hotels, camping grounds, or shelter
<input type="checkbox"/>	A house with another family
<input type="checkbox"/>	A house with other family members
<input type="checkbox"/>	Other: (Please explain)

Please identify all persons the student currently lives with and state their relationship to the Student (parent, relative, friend):

- Adults (Name/Relationship)

- Siblings

**INFORMATION BELOW IS TO BE COMPLETED BY THE SCHOOL**

School Liaison: \_\_\_\_\_

Enrollment Decision: \_\_\_\_\_

**INFORMATION BELOW IS TO BE COMPLETED BY THE PARENT/GUARDIAN AFTER THE SCHOOL MAKES AN ENROLLMENT DECISION**

By law, you have the right to appeal the School's Enrollment Decision. If you do appeal, your child will still be permitted to enroll in the school of your choice until the appeal process is completed. Once the appeal is completed, the child will be enrolled in the appropriate school.

I (circle one) DO / DO NOT exercise my right to appeal the School's Enrollment Decision.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If you decided to appeal the decision, please complete the appeal form.



**Appeal of School's Enrollment Decision**

Please state your reason for appeal:

---

---

Please state the school that you choose your child to be enrolled until this appeal is completed:

---

Is the school identified above, the school your child attended before becoming homeless or where your child was last enrolled?

Circle One: Yes No

---

**TO BE COMPLETED BY HEAD ADMINISTRATOR**

Date Notice of Appeal was Received \_\_\_\_\_. Action must be taken within ten (10) business days after receiving notice of the appeal. Action was taken within \_\_\_\_ business days.

Explain the action taken to resolve the Dispute:

---

---

Identify final resolution of the Dispute:

---

---

To the parent/guardian, You have the right to appeal this decision to Ohio Department of Education. Appeals may be made by sending an appeal to the following address:

Ohio Department of Education  
25 S. Front Street  
Columbus, OH 43215-4183

**Minutes of the Regular Board Meeting of the Mahoning County High School  
Governing Board held Wednesday, May 3, 2017 8:00 a.m.  
at the Mahoning County High School**

---

The meeting was called to order at 8:00 a.m.

On roll call the following members were present: Deborah Kaleel, Rev. Lewis Macklin, Joseph Nohra and Richard White.

Also in attendance: Jennifer Merritt, Program Director; Blaise Karlovic, Treasurer.

A motion was made by Deborah Kaleel, seconded by Richard White to approve the agenda.  
The vote was unanimous. The motion carried.

A motion was made by Richard White, seconded by Deborah Kaleel to approve the following Treasurer's report items:

- A. February 9, 2017 Minutes
- B. March 20, 2017 Minutes
- C. March 30, 2017 Minutes
- D. Financial Statement for February 2017
- E. Financial Statement for March 2017

The vote was unanimous. The motion carried.

A motion was made by Lewis Macklin, seconded by Richard White to approve the agreement with ACCESS for internet ACCESS and Application for Fiscal Year 2018, contract #2018C-203.  
The vote was unanimous. The motion carried.

A motion was made by Deborah Kaleel, seconded by Richard White to approve agreement with Access for Voice Services for the Fiscal Year 2018, contract #V-029.  
The vote was unanimous. The motion carried.

A motion was made by Richard White, seconded by Deborah Kaleel to approve agreement with ACCESS for Managed Internal Broadband Services and Wireless Products for Fiscal Year 2018, contract #2018W-034.  
The vote was unanimous. The motion carried.

A motion was made by Lewis Macklin, seconded by Richard White to review and adopt the following policy additions and amendments to the MCHS policy manual:

- Policy 1470 Governing Authority Members: Qualifications
- Policy 2241 Procurement of Epinephrine Auto-Injectors by Schools
- Policy 2270 Diabetic Care
- Policy 2460 Administration of Naloxone
- Policy 2521 Integrated Pest Management Policy
- Policy 2630 Crisis Management and Response Plan
- Policy 3511 Admission Procedure
- Policy 3831 Student Records and Release of Information
- Policy 4201 Attendance, Absence and Truancy
- Policy 4410 Student Code of Conduct
- Policy 4510 Tiered Student Discipline Program
- Policy 6130 Relations with Law Enforcement Agencies

The vote was unanimous. The motion carried.

A motion was made by Deborah Kaleel, seconded by Lewis Macklin to approve Matt Rothbauer, Stephanie Bear, Victoria Brodzinski, Charles Oliver, Stacy Rutana, Laurie Senich, Rebecca Baird, Stacy Rutana, Rose Pirone and Joe McConnell for summer school work, up to 40 additional days at \$25.00 per hour, for OGT preparation program, summer OGT administration, summer programming supervision and summer school supervision.

The vote was unanimous. The motion carried.

A motion was made by Lewis Macklin, seconded by Richard White to approve Ray Coppola up to 35 days to complete summer projects. The vote was unanimous. The motion carried.

A motion was made by Richard White, seconded by Lewis Macklin to review and approve Fiscal Year 2018 services agreement between the MCESC and MCHS. The vote was unanimous. The motion carried.

A motion was made by Deborah Kaleel, seconded by Lewis Macklin to approve MCHS May 2017 graduates' names as followed: James Alli, Christian Barrett, Brandi Buckley, Jasmein Jessup, Tonya Lake, Marquise Lambert, Torean Logan Korynn Sharper, Darian Ballinger, Annie Smith, Christian White, Ricky Hodges, Ladale Jennings, Jeremy McCaman, and Curtis Harris.

A motion was made by Richard White, seconded by Deborah Kaleel to the discarding of computers. The vote was unanimous. The motion carried.

A motion was made by Deborah Kaleel, seconded by Richard White to accept the resignation of Patricia Sweeney with deep regrets as Board Member for the Mahoning County High School. The vote was unanimous. The motion carried.

A motion was made by Deborah Kaleel, seconded by Richard White to approve an expenditure to recognize staff for Staff Appreciation not exceed \$10.00 per person. The vote was unanimous. The motion carried.

A motion was made by Deborah Kaleel, seconded by Lewis Macklin to amend the agenda to remove the approval Fiscal Service contract with the ESC. The vote was unanimous. The motion carried.

A motion by Deborah Kaleel, seconded by Richard White to enter executive session to discuss matters involving pending litigation.

A motion was made by Deborah Kaleel, seconded by Richard White to adjourn at 9:08 am. The vote was unanimous. The motion carried.

The next regular meeting will be held on May 17, 2017 at 8:00 a.m. at the Mahoning County High School.

The foregoing is a true and accurate account of the proceedings of the Governing Board of the Mahoning County High School at its regular meeting held, May 3, 2017 at 940 Bryn Mawr, Ave. Youngstown, Ohio 44505.

Chair

Treasurer

Date

5-17-17

# Mahoning County High School

## Board Meeting Agenda

5-3-2017

8:00 a.m. Mahoning County High School

### 1. Attendance

\_\_\_ White, \_\_\_ Kaleel, \_\_\_ Macklin, \_\_\_ Nohra, \_\_\_ Sweeney

### 2. Approve the Agenda

\_\_\_ White, \_\_\_ Kaleel, \_\_\_ Macklin, \_\_\_ Nohra, \_\_\_ Sweeney

### 3. Approve Treasurer's Reports

\_\_\_ White, \_\_\_ Kaleel, \_\_\_ Macklin, \_\_\_ Nohra, \_\_\_ Sweeney

- A. February 9, 2017 Minutes
- B. March 20, 2017 Minutes
- C. March 30, 2017 Minutes
- D. Financial Statement for February 2017
- E. Financial Statement for March 2017

### 4. Approve agreement with ACCESS for internet ACCESS and Application for Fiscal Year 2018 (Contract #2018-C-203)

\_\_\_ White, \_\_\_ Kaleel, \_\_\_ Macklin, \_\_\_ Nohra, \_\_\_ Sweeney

### 5. Approve agreement with ACCESS for Voice Services for Fiscal Year 2018 (Contract #-V-029)

\_\_\_ White, \_\_\_ Kaleel, \_\_\_ Macklin, \_\_\_ Nohra, \_\_\_ Sweeney

### 6. Approve agreement with ACCESS for Managed Internal Broadband Services and Wireless Products for Fiscal Year 2018 (Contract #2018-W-034)

\_\_\_ White, \_\_\_ Kaleel, \_\_\_ Macklin, \_\_\_ Nohra, \_\_\_ Sweeney

### 7. Review and Adopt the following policy additions and amendments to the MCHS policy manual:

- Policy 1470 Governing Authority Members; Qualifications
- Policy 2241 Procurement of Epinephrine Auto-Injectors by Schools
- Policy 2270 Diabetic Care
- Policy 2460 Administration of Naloxone
- Policy 2521 Integrated Pest Management Policy
- Policy 2630 Crisis Management and Response Plan
- Policy 3511 Admission Procedure
- Policy 3831 Student Records and Release of Information
- Policy 4201 Attendance, Absence and Truancy
- Policy 4410 Student Code of Conduct
- Policy 4510 Tiered Student Discipline Program
- Policy 6130 Relations with Law Enforcement Agencies

\_\_\_ White, \_\_\_ Kaleel, \_\_\_ Macklin, \_\_\_ Nohra, \_\_\_ Sweeney

Discussion Items:

A. Food services

B. Sponsorship update

Adjournment Time \_\_\_\_\_

\_\_\_\_ White, \_\_\_\_ Kaleel, \_\_\_\_ Macklin, \_\_\_\_ Nohra, \_\_\_\_ Sweeney

Next Meeting will be held on \_\_\_\_\_ at Mahoning County High School.

## **Attachment 6**

## **EXHIBIT 1:**

### **Educational Plan**

#### **The Mahoning County High School *A New Start-Up Community School***

##### **Brief Overview**

The Mahoning County High School ("SCHOOL") is an innovative educational partnership, conceived as a cooperative effort among the SCHOOL, the Mahoning County Court of Common Pleas, Juvenile Division ("Juvenile Court"), the Mahoning Unlimited Classroom ("OPERATOR"), and the Mahoning County Educational Service Center ("SPONSOR"). The SCHOOL is targeted to meet the individual needs of at-risk students and/or students who are likely to drop out. The SCHOOL defines at-risk students broadly, targeting students at risk of severe academic failure, primarily as a result of legal proceedings in the Mahoning County Juvenile Justice system. The SCHOOL has two primary objectives: 1) To meet the specific learning needs of its at-risk students; and 2) To increase educational achievement for at risk students. The SCHOOL is dedicated to using its resources to achieve these two objectives. By targeting specific instructional resources and support systems for this important, often neglected student population, the SCHOOL intends to use all means readily available to help the at-risk and/or drop-out students facing juvenile justice legal proceedings establish (or restart) daily routines of educational success.

For those students facing a "learning emergency" attendance at the SCHOOL is a prescriptive measure providing educational resources and collateral support; in stark contrast to the typically punitive approach. Once the SCHOOL identifies students who are substantially likely to benefit from its intensive, highly structured environment, the Juvenile Court, the OPERATOR, and the SCHOOL will work together to obtain the parental/guardian support necessary for students to enroll and succeed at the SCHOOL.

The SCHOOL's collateral effects include improved attendance, a reduction in significant disciplinary events; and measurable improvement in individual content area testing and on-time graduation rates. Ultimately, the SCHOOL provides an important path to prevent students from becoming habitual criminal offenders, and inculcates a positive life direction and reinforces self-esteem and positive learning traits.

##### **Mission**

The mission for the SCHOOL is as follows:

The Mahoning County High School will provide a safe, structured, and supportive learning environment for "at risk" and/or drop-out students. Students will have the opportunity to recover academic credit, and explore educational interests while developing vocational skills.

The SCHOOL is designed for at-risk and drop-out students in grades nine through twelve currently facing legal proceedings in the Juvenile Court, who are likely to thrive in a non-traditional highly structured classroom setting. The SCHOOL will use a variety of curriculum offerings to reach a diverse population of students. Instruction is individualized and intensive, based on the specific identified learning needs of each student. The SCHOOL expects to commence its operation in late fall of 2008 or early winter of 2009.

### **Type of School**

Pursuant to Section 3314.03 of the Ohio Revised Code, the SCHOOL will be created as a NEW START-UP type community SCHOOL. The SCHOOL will identify at-risk and drop-out students for potential enrollment from students facing Juvenile Court legal proceedings. An admissions committee will screen candidates. A student self-referral is an option under consideration. Students will be limited to those residing within Mahoning County and who fall under the jurisdiction of the Juvenile Court.

The SCHOOL bases its educational strategy on the specific identified learning needs of each student, offering an intensive highly structured and yet individualized curriculum. Certain other educational, co-curricular and extracurricular activities may also be provided in cooperation with the SPONSOR, the Juvenile Court and the OPERATOR. The SCHOOL's Governing Authority shall approve the necessary policies for student participation in co-curricular and extra-curricular activities.

---

### **Why is education for At-Risk and Drop-Out students facing legal proceedings in the juvenile justice system important?**

Pursuant to 2006-07 data from Mahoning County (the most recent available) indicates that of the 34,011 students in attendance, there were 782 students expelled and 43,091 suspensions (may be same student multiple times) during the school year. It is very clear that there is a need for an alternative educational path for many students.

According to the National Center for Education Statistics, in its article, "Public Alternative Schools and Programs for Students at Risk of Failure" (2002), the growth in alternative schools increased by 418% from 2,606 schools in 1993 to over 10,900 schools in 2001. The statistic demonstrates the trend that the traditional school setting does not adequately meet the needs of all learners. Therefore, this SCHOOL meets the needs of students who thrive in a non-traditional school setting. In addition to the tangible benefits of a diverse curriculum which targets at-risk students, the undersigned believe that the SCHOOL will meet the needs of students who may be currently functioning outside the regular public school setting - drop-outs, transient students, students with special learning needs, students receiving home instruction, and students who have difficulty functioning behaviorally in a traditional classroom setting. The SCHOOL will provide enhanced, differentiated learning opportunities by combining teacher-directed instruction with technological applications, as well as regular detailed assessments.



### Attendance Area

Students must reside within Mahoning County.

### Attendance Policy Summary

The SCHOOL shall adopt an Attendance Policy that includes a procedure for automatically withdrawing a student from the SCHOOL if the student, without a legitimate excuse, fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. The policy shall provide for withdrawing the student by the end of the thirtieth (30<sup>th</sup>) day after the student has failed to participate as required.

Moreover, students shall sign a consent order to abide by all SCHOOL policies and procedures. This includes weekly "Education Court" where the student and parent must apprise the Juvenile Court of their weekly progress. Additionally, the SCHOOL will continue to monitor students' residency via returned school mail. In the event that it is determined that the student no longer resides in Mahoning County attendance area, the student will be immediately withdrawn from the SCHOOL. The SCHOOL will not accept open enrollment from other districts, at this time.

### Characteristics of Students (Profile)

*Who is the SCHOOL designed to serve?* The program is ultimately designed to serve at-risk and drop-out students ranging in ages 14 - 21 with unique educational needs. The SCHOOL will serve these students located within the borders of Mahoning County. Initially, the SCHOOL will be physically located at the former General Sheridan Elementary School, located at 3321 Hudson Avenue within the Youngstown City School District. This is a collaborative effort with Mahoning County school districts, the Juvenile Court, the OPERATOR and the SPONSOR. The SCHOOL is designed as a complementary program to the SPONSOR's existing programs. In particular, the SCHOOL is designed to serve the following categories of students:

- Students facing legal proceedings in the juvenile justice system who are performing below grade level and/or are at-risk of dropping out and/or who maintain persistent rates of academic failure. This includes students who perform significantly below expectations, who will benefit by intensive instructional services targeted to their individualized needs.
- Students facing legal proceedings in the juvenile justice system, who have been the subject of frequent disciplinary action or who are in imminent or substantial danger of removal from school for disciplinary reasons. These students and parents/guardians commit to regaining an academic focus. Attendance is in no way punitive, and functions as a conduit to more effective individualized instruction for that particular student.

The following are essential preconditions for a student's enrollment and successful participation in the SCHOOL:

- The student and parent(s)/guardian(s) must be desirous of and committed to, an alternative educational setting that focuses on a rigorous and relevant curriculum and that includes a highly individualized instructional setting. The SCHOOL expects the student and the parent(s)/guardian(s) to sign an individualized learning contract.

Note: Although this Educational Plan described the student population initially targeted by the SCHOOL, the SCHOOL may, in consultation with the SPONSOR, determine the need to modify the characteristics of its targeted population in order to meet the needs of the students who reside within the attendance boundary. Such modifications, developed by the SCHOOL and the SPONSOR, will not require the revision of the Contract.

---

#### Enrollment Projections

##### *Five-Year Enrollment Projections*

GRADE/AGE	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Grade 9 (14 yrs.)	13	15	20	25	30
Grade 10 (15 yrs.)	10	20	25	25	30
Grade 11 (16 yrs.)	10	15	20	30	30
Grade 12 (17-21 yrs.)	7	10	15	20	30
Total Yearly ADM	40	60	80	100	120

These enrollment projections are based on our best estimates of students facing legal proceedings in the Juvenile Court, who could benefit from this new approach to instruction. The SCHOOL will aim to identify those students who will benefit the most from the structured, intensive learning environment this program offers. Furthermore, the undersigned believe that due to the district's highly structured setting and parental involvement, the SCHOOL will provide a viable option for students otherwise not subject to effectively working in a traditional educational environment.

**Non-discrimination:** As required, the admission policies of the SCHOOL will not discriminate on the basis of race, creed, color, handicapping condition, sex, intellectual abilities, achievement or aptitude, or athletic ability.

**Racial and Ethnic Balance:** The SCHOOL will publicize and market the SCHOOL to all segments of the community in an effort to achieve a racial and ethnic balance that is reflective of the SPONSOR's schools, taken as a whole.

### **Focus of the Curriculum**

**Curriculum and Instruction:** The SCHOOL's curriculum and instruction will be delivered in a variety of instructional styles, based upon the student's learning style. Besides the strong focus on connecting the work to real world situations, there will be a focus on student learning styles. The curriculum development process and the training of teachers in the delivery of instruction will be ongoing and continually evaluated to ensure its effectiveness. When possible, there will be a special emphasis on translating student work to real life situations. The curriculum and instruction will be tied to state standards. At the onset, the goal will be to identify individual current academic achievement levels and to develop an educational plan for each child. The standards-based curriculum will provide the necessary basic and applied skills appropriate to that particular discipline.

Since our students will complete the Ohio Graduation Test, our curriculum will focus upon the integration of the standards, benchmarks and grade level indicators outlined in the Ohio Department of Education's Academic Content Standards.

### **Exit Goals**

Students will participate in all levels of diagnostic, achievement, standardized, or ability testing unless their IEP specifies an alternate assessment. The SCHOOL will expect its students to be competent in basic skills, to be able to apply them to real life situations, to be intelligent decision makers, and ultimately, to be contributing members of society. The concept of learner result-based education is a critical part of the overall program.

To enhance our students' readiness for the working world and for contributing to a democratic society, we have established the following Exit Goals for SCHOOL graduates:

Graduates should:

- Have the requisite academic and social skills to be successful in a desired vocation, or at a college or university;
- Demonstrate character and integrity as essential personal traits;
- Understand and be able to use extensive teaming and problem solving skills both in the workforce and in life; Be trained in skills necessary to become lifelong learners;
- Have a thorough knowledge of computer skills and the processes that allow for their real-life application;

### **Administration Schedule**

All State-mandated assessments will be administered according to dates established by the Ohio Department of Education. Off-year testing may occur during the year according to the dates established by the SCHOOL.

### **Other Academic Indicators**

Baseline data will be obtained on entering students' academic achievement and will chart the growth and progress. This data will be critical to monitoring and making recommendations for necessary curricular changes. As described in the Educational Plan, students' performances will be assessed continuously throughout the academic year in order to determine progress gained and the need for intervention and/or extension activities.

### **Fiscal Performance Indicators**

Auditor reports, periodic cash flow statements, and other relevant reports are deemed public records and therefore are available for review. The SCHOOL's annual report describes progress in these key areas. As the Governing Authority of the SCHOOL, the Board of Directors shall meet at least bi-monthly to review the financial records of the SCHOOL, as required by Section 3314.023 of the Ohio Revised Code. The Governing Authority will provide ongoing monitoring in cooperation with the SCHOOL's Fiscal Agent and Executive Director.

---

208024v1  
32697.00000  
4/25/2008 3:46 pm

- Have demonstrated employability skills including a strong work ethic, punctuality and timeliness, excellent attendance, and reliability.

**Graduation Requirements:** In order to graduate, students must have completed a minimum of twenty-two (22) units of credit and have passed all parts of the Ohio Graduation Test unless excused from the consequences of the Ohio Graduation Test by virtue of an IEP.

The following course work must also be completed:

English Language Arts	4 units
Mathematics	3 units
Science	3 units*
Social Studies	3 units**
Physical Education	.5 unit
Health	.5 unit
Electives	6 units***

\* Science units must include 1 unit of Biological Sciences and 1 unit of Physical Sciences.

\*\* Social Studies units must include ½ unit of American History and ½ unit of American Government.

\*\*\* Electives units must include 1 unit or 2 half units in Business/Technology, Fine Arts, or Foreign language.

In consultation with the SPONSOR, the SCHOOL may from time to time augment the requirements for graduation.

### **Assessment System**

Accurate assessment is critical to determine whether learning is occurring. Built into the curricular model is an instructional process that uses a variety of assessment tools such as pre- and post-testing at the start and end of the units. Our assessments will align with the academic content standards and all state-mandated tests will be administered. In addition, ongoing assessments will be administered to determine the students' progress in the program. The administrative team will monitor the instructional process so that any necessary modifications occur and standards are met.

### **Goals/Outcomes Regarding the Ohio Statewide Assessment Program:**

Goals	Outcomes
All students will pass the Ohio Graduation Test (excluding students who are exempt from the	Students will achieve a scaled score of 400 (or the minimum scaled score designated for the

All students will pass the Ohio Graduation Test (excluding students who are exempt from the consequences of the Ohio Graduation Test or are taking an alternate assessment as specified in their IBP).	Students will achieve a scaled score of 400 (or the minimum scaled score designated for the tests by the Department of Education) in order to be determined proficient on the Ohio Graduation Tests.
--	--

### **Special Needs and Support**

Pursuant to state and federal law, students identified with special needs who are admitted to the program will be served in educationally appropriate ways, without discrimination. Furthermore, an experienced special education coordinator will coordinate and oversee appropriate instructional services. Certified/licensed intervention specialists will instruct identified students with disabilities as outlined in their Individual Education Plans.

The SCHOOL maintains Student-teacher ratios below levels established by the Ohio Revised Code, and federal special education rules, commensurate with sound educational practice. The program will allow students to become immersed not only in classroom activities but also in the applied activities tied to the local community. A gifted education coordinator will oversee the gifted program. A licensed school psychologist will provide necessary testing and evaluation services for students suspected of or having a disability. Special education supervision, instruction and related services will be contracted with the Educational Service Center, the SPONSOR.

### **Calendar and Schedule**

The SCHOOL will offer a minimum of 920 hours of instruction in the academic year in compliance with Ohio Revised Code § 3314.03(A)(1)(a).

The academic year for the SCHOOL's first year of operation begins with the SCHOOL's opening date, to be determined, and shall commence with a period of administrative start-up operational tasks, training orientation, and similar preparatory activities. The date on which students will commence curricular activities shall be determined by the SCHOOL. The academic year will conclude on June 30, 2009.

### **Management and Administration**

In addition to the personnel described in Exhibit 3 of this Contract (Governance and Administration Plan), the school staffing and administration plan includes, but is not limited to the following personnel, provided by service contracts to the SCHOOL. Such service contract duties of which may be modified by the SCHOOL over time, as the SCHOOL evolves.

***Executive Director or Designee:*** The SCHOOL shall secure the services of an Executive Director, who shall be the chief operating officer of the SCHOOL, with primary responsibility

for day-to-day operations of the SCHOOL. The Executive Director shall oversee and coordinate the daily operation and management of the SCHOOL and shall be responsible to the Board of Directors.

The Executive Director shall also serve as a liaison among the SCHOOL, the SPONSOR, and its contractors. Qualifications include a minimum of a Master's Degree in Education and/or Education Administration; or related fields. The SCHOOL's Executive Director will demonstrate the following personal traits: management and interpersonal skills, ability to articulate the vision for the school, strong character and ethical standards, a commitment to continuous improvement, management concepts, and strong written and verbal communication skills.

***Coordinator of Pupil Services/Intervention Specialist:*** Supervises all areas related to special needs including but not limited to instructional modifications; coordination of services; development and monitoring of Individual Education Plans (IEPs), Multifactorial Evaluations (MFEs) and 504 Plans; and monitoring of processes so that the SCHOOL is always in compliance with Federal and State laws and rules regarding special education and oversees gifted programs; provides instruction, interventions, accommodations and modifications, as needed, directly to students. Qualifications include a minimum of a master's degree in education or related fields; excellent management and interpersonal skills; a vision for what the SCHOOL can become; strong character and ethical standards; commitment to continuous improvement concepts; a comprehensive knowledge of Federal and State special education laws and rules; and excellent communication skills.

***EMIS Coordinator :*** Coordinates all areas related to the collection and analysis of student and SCHOOL data. This individual is responsible for coordinating and reporting of data by the SCHOOL to the Ohio Department of Education, including BMIS and CSADM; is responsible for student enrollment and the verification of residency; assists with the selection of computer-assisted software and manages the use of administrative and student services software packages; and coordinates the use of Data Acquisition (A-site) services within the SCHOOL. Qualifications include training and experience in BMIS, CSADM and data coordination and entry; strong interpersonal skills; strong character and ethical standards; commitment to continuous improvement concepts; experience in the areas of data management and data analysis; a comprehensive knowledge of the Federal and State Accountability System; and demonstrated written and verbal communication skills.

***Instructional Staff:*** Provide instruction to students, via classroom instruction. The number of positions will be dependent upon the number of students enrolled as related to the established student-teacher ratios defined in this document. Qualifications include a minimum of a bachelor's degree in education or related field and appropriate certification/licensure; excellent classroom management and interpersonal skills; enthusiasm for the SCHOOL's unique mission, strong character, and ethical standards; commitment to continuous improvement concepts; and strong written and verbal communication skills.

#### **Teacher to Student Ratios**

The SCHOOL will serve students in grades 9-12. There will typically be no more than 14 students to (1) one teacher. All teachers will be certified/licensed and designated as Highly Qualified. In instances where temporarily certified/licensed teacher are used, those individuals must work toward appropriate certification in order to continue teaching at the SCHOOL.

Each academic year, students and their parent/guardian shall have the opportunity to conference with teachers, in person, at least twice. Such meetings shall be conducted at the SCHOOL.

#### **Admission Policy**

***Application Process:*** Admission to the SCHOOL will be in accordance with the procedures outlined in the sponsor contract above, and in accord with Section 3314.06 of the Ohio Revised Code.

Students will be required to complete an enrollment application. The application contains all required fields including immunization shots necessary for enrollment in to a public SCHOOL. Unless waived, students must also submit, at the time of application, the signed statement (described in Attendance Policy) concerning the availability of adult supervision and support within the student's home environment.

A student's application must include voluntary participation in the Mahoning County Juvenile Court Standard Terms and Conditions of Probation, as filed November 2, 2006, and the Mahoning County Juvenile Court Treatment Handbook, as Revised on November 3, 2006. By entering the Treatment Programs, the student is eligible for placement at the SCHOOL.

The SCHOOL will review each application. Should documentation be missing, the parent/guardian will be notified of said missing items. The application will not be considered complete until all required documentation is submitted and on file.

***Enrollment Process:*** The number of students accepted for enrollment by the SCHOOL shall not exceed the capacity of the SCHOOL's programs, classes, grade levels, or facilities. During the first year, a maximum of 40 students will be served, except that in consultation with the SPONSOR, the SCHOOL may raise or lower this cap based upon the SCHOOL's and SPONSOR's joint assessment of the SCHOOL's actual capacity. The deadline for receipt of applications for the SCHOOL's first year of operation shall be on going; thereafter, the SCHOOL shall annually establish such deadline and publicize it through such media as the SCHOOL's web site, mass mailings, informational meetings, newspaper articles, and other generally accepted practices. For any academic year, if the number of applications received by the deadline exceeds the capacity of the SCHOOL, qualified students shall be admitted by lot, except that preference shall be given, first, to applicants who attended the SCHOOL in the preceding year, and, second to applicants who have siblings that attended the SCHOOL in the preceding year. Parents/guardians will be notified of acceptance via U.S. mail and/or e-mail (if available) within three weeks of the application deadline. Applicants whose applications are received after the deadline, including midterm applicants, may be admitted so long as their



admission does not cause the SCHOOL to exceed the capacity of its programs, classes, grade levels, or facilities.

**Records Transfer:** Once a child is accepted as a student of the SCHOOL, the parents will be asked to notify the home school district of the transfer and formal notification will be sent to the student's previous school, informing it of the enrollment in the SCHOOL and requesting the student's school records.

**Fees:** There is no tuition required for full-time attendance. However, reasonable fees may be assessed by the SCHOOL for specific course materials and supplies, and extra-curricular activities as authorized by state law. The SCHOOL may assess fees for a student's failure to return equipment or supplies as required by the SCHOOL, or for the loss or destruction of, or damage to, the SCHOOL's equipment or supplies. The payment of fees may be enforced by the withholding of a student's grades and credits, as provided in R.C. §3313.642.

Fees will not be charged for filtering devices or software that protects against internet access to materials that are obscene or harmful to juveniles. Fees will not be charged for the use of computers.

The SCHOOL will determine fees based upon the approval of the Governing Authority.

### **Student Discipline**

---

#### ***Student Roles and Responsibilities***

Each student will have an online and/or hard copy Student Handbook that outlines and defines the rules and regulations for student behavior. It also defines the rights and responsibilities of the students, the parents/guardians, the staff, and the SCHOOL. Students and custodial parents/guardians will be required to acknowledge that they have read the Handbook and are aware of its content. Questions regarding the content will be addressed by the SCHOOL's administrative staff. Failure to abide by the SCHOOL's policies and procedures may result in dismissal from the alternative school program.

#### ***Dismissal Policies/Procedures***

Dismissal policies for the SCHOOL will comply with Sections 3313.66, 3313.661, and 3313.662 of the Ohio Revised Code, and related policies and procedures as approved by the Governing Authority. These policies and procedures will be delineated in the Student Handbook. They will clearly protect the student's right of due process, outline suspension and expulsion processes and rationale for their use, and define notification procedures of the home school district.

## **Attachment 7**

## Lease Agreement

This Lease Agreement (hereinafter referred to as "Lease") is entered into on this 18th day of May, 2018 (hereinafter referred to as "Commencement Date") by and between the Board of Education of the Youngstown City School District (hereinafter referred to as "Landlord") and the Governing Authority of the Mahoning County High School (hereinafter referred to as "Tenant"). Landlord and Tenant may hereinafter be individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, Landlord is the owner of land and improvements commonly known as the P. Ross Berry School located at 940 Bryn Mawr Avenue, Youngstown, Ohio (hereinafter referred to as "Building"); and

WHEREAS, Landlord desires to lease a portion of the Building to Tenant, and Tenant desires to lease a portion of the Building from Landlord, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the Parties hereby agree as follows:

1. Leased Premises: Landlord shall lease to Tenant, and Tenant shall lease from Landlord, the portion of the first floor of the Building consisting of classrooms, office space, restrooms, and corridors as depicted in Exhibit A attached hereto, such areas on the second floor of the Building as may be needed by Tenant, and the parking lot of the Building (hereinafter referred to as "Leased Premises").
2. Term: The term of this Lease shall be for a period of one (1) year, commencing on July 1, 2018 and ending on June 30, 2019.
3. Rent: As rent for the Leased Premises, Tenant shall pay Landlord the sum of \$ 1.00 for the term of this Lease, which shall be payable in twelve (12) equal monthly installments of \$ \_\_\_\_\_ on or before the first (1<sup>st</sup>) day of each month of the term of this Lease.
4. Use: Tenant shall be granted and assume exclusive use and occupancy of the Leased Premises for the sole purpose of operating a community school established pursuant to Chapter 3314 of the Ohio Revised Code.
5. Food Services: Landlord shall operate a food services program to provide nutritional meals to Tenant's students on a daily basis. Landlord and Tenant shall be proportionately responsible for the costs of the food services program based on the number of students that they each have enrolled in the Building.
6. Alterations and Improvements: Tenant may, at its sole cost and expense and upon Landlord's prior written consent, remodel, redecorate, and/or make additions,

improvements, and replacements to all or any part of the Lease Premises provided they are made in a workmanlike manner with good quality materials. Such improvements shall remain on the Leased Premises and be transferred to Landlord upon the termination of this Lease.

7. Repairs and Maintenance: Tenant shall keep and maintain the Leased Premises in a clean, safe, and operational condition at all times throughout the term of this Lease. Landlord and Tenant shall be proportionately responsible for the costs of all maintenance and repairs to the Leased Premises based on the number of students that they each have enrolled in the Building. Landlord shall be solely responsible for the costs of all other repairs to the Building.
8. Utilities and Services: Landlord and Tenant shall be proportionately responsible for the costs of all utilities and services provided to the Building based on the number of students that they each have enrolled in the Building, including but not limited to gas, electricity, water, sewer, telephone, internet, cable, satellite, computer connections, refuse collection, snow removal, landscaping, security and alarm systems, sprinkler systems, and elevator services.
9. Insurance: Landlord and Tenant shall each obtain, at their sole cost and expense, comprehensive general liability insurance throughout the term of this Lease in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, naming each other as additional insureds. Additionally, Landlord and Tenant shall each obtain workers compensation insurance for all of their employees assigned to work at the Building.
10. Sublease and Assignment: Tenant shall not sublease all or any part of the Leased premises, or assign this Lease in whole or in part, without Landlord's advance written approval.
11. Signs: Tenant may, at its sole cost and expense, place signs in and on the Leased Premises as may be permitted by applicable zoning ordinances and private restrictions. All such signs and their locations must be approved in advance by Landlord.
12. Entry: Landlord shall have the right to enter the Leased Premises at reasonable times and upon advance notice to Tenant to inspect the Leased Premises and Tenant's compliance with the terms of this Lease. However, Landlord shall not unreasonably interfere with Tenant's operations on the Leased Premises.
13. Building Rules: Tenant shall comply with reasonable rules applicable to the Leased Premises that are adopted and/or modified by Landlord from time to time and shall cause all of its agents, employees, guests, and invitees and visitors to comply with such rules. All changes to any such rules shall be sent by Landlord to Tenant in writing.
14. Damage and Destruction: If the Leased Premises, or any part thereof or any appurtenance thereto, is damaged by fire, casualty, or structural defects rendering the Leased Premises unfit for Tenant's use and occupancy, then either Party may immediately

terminate this Lease. If such damage does not render the Leased Premises unfit for Tenant's use and occupancy, then Landlord shall repair such damage only to the extent that the costs of such repairs are covered by insurance proceeds.

15. Default: If either Party fails to comply with any term or condition required by this Lease and fails to remedy such noncompliance within thirty (30) days of the other Party's written notice thereof, the non-breaching Party may immediately terminate this and pursue any and all legal and equitable remedies available to it pursuant to law and the terms of this Lease, and the exercise of any one or more rights or remedies shall not be taken to exclude or waive the rights to any other.
16. Quiet Possession: Landlord covenants and warrants that upon Tenant's performance of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, undisturbed, and uninterrupted possession of the Leased Premises during the term of this Lease.
17. Condemnation: If any legally constituted authority condemns the Leased Premises which renders the Leased Premises unfit for Tenant's use and occupancy, this Lease shall immediately terminate when the condemning authority takes possession of the Leased Premises. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Party shall have any rights in or to any award made to the other party by the condemning authority.
18. Notices: Any notice required or permitted under this Lease shall be deemed sufficiently given or served if personally delivered, or sent by overnight carrier or United State certified mail, return receipt request, addressed as follows:

If to Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by providing advance written notice thereof to the other Party.

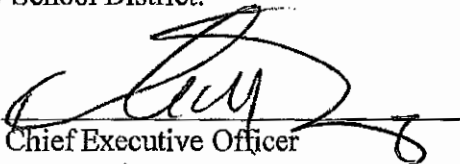
19. Waiver: No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and only for the time and to the extent stated therein. One or more

waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

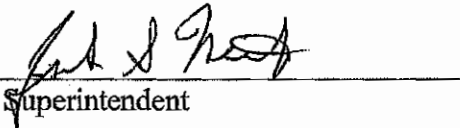
20. Memorandum of Lease: The Parties agree that this Lease shall not be recorded but, in lieu thereof, at the request of either party, Landlord and Tenant shall execute a memorandum of lease to be recorded for the purposes of giving record notice of the appropriate provisions of this Lease.
21. Headings: The headings used in this Lease are for the convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.
22. Successors: The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, and assigns.
23. Counterparts: This Lease may be executed in one or more copies, each of which shall be deemed an original. The execution of this Lease by facsimile or other electronic form (e.g., PDF) of signature shall be binding and enforceable as an original.
24. Compliance with Law: Tenant shall comply with all laws, regulations, orders, and ordinances now or hereafter pertaining to Tenant's use and occupancy of the Leased Premises. Landlord shall comply with all laws, regulations, orders, and ordinances now or hereafter affecting the Leased Premises.
25. Final Agreement; Modification: This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified or amended only by a written instrument that is duly approved and executed by both parties.
26. Governing Law: The laws of the State of Ohio shall govern the validity, performance, and enforcement of this Lease, without regard to conflict-of-law principles.
27. Severability: No provision of this Lease shall be construed or interpreted in any manner which would render such provision invalid. If any provision of this Lease is held to be invalid, such invalid provision shall be deemed to be severable from this Lease and shall not affect the validity of the remainder of this Lease.
28. Vacation of the Leased Premises: Upon the expiration or termination of this Lease, Tenant shall surrender to Landlord possession of the Leased Premises, including any improvements made to the Leased Premises by Tenant during the term of this Lease, in as good condition and repair as it was on the Commencement Date, ordinary wear and tear excepted.

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

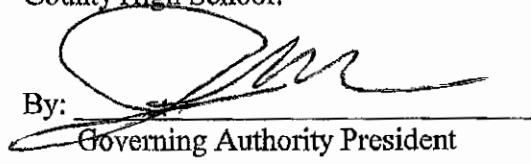
Youngstown  
City School District:

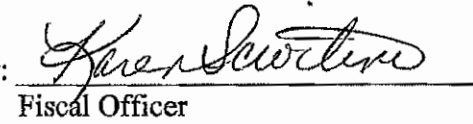
By:   
Chief Executive Officer

By:   
Treasurer

By:   
Superintendent

Governing Authority of the Mahoning  
County High School:

By:   
Governing Authority President

By:   
Fiscal Officer

By:   
Director

**EXHIBIT A**

*[Floor Plan of Leased Premises]*



## Attachment 8

### Suspension & Expulsion Policy

The Governing Authority understands the severity of excluding a student from the School. The Governing Authority, however, will not tolerate violent, dangerous, disruptive, or inappropriate behavior by students that substantially impedes the School from accomplishing its educational mission. The following policy outlines when a student may be excluded from school, the procedure to follow, and the due process rights available to students.

Students may be excluded by:

- *Suspension.* A student may be removed temporarily from the School for a maximum of ten (10) days for misconduct and violating school rules. Depending on the nature of the suspension, a hearing may or may not be required.
- *Emergency Suspension.* A student may be removed *immediately* from the School, without formal due process procedures when the Head Administrator determines, at his or her discretion, that the student's continued presence at the School poses a danger to others or to property or is an ongoing threat.
- *Expulsion.* A student may be removed entirely for a period of (1) year or eighty (80) days depending on the severity of the student's behavior. All expulsions require a hearing.
- *Emergency Expulsion.* A student may be removed *immediately* from the School, without formal due process procedures when the Head Administrator determines, at his or her discretion, that the student's continued presence at the School poses a danger to others or to property or is an ongoing threat. The School shall then proceed to have a hearing within three days.

#### Suspension

A student may be suspended for a maximum of ten (10) days for misconduct and violating school rules. Suspensions imposed with fewer than ten (10) days left in the school year may be extended into the following school year at the discretion of the Head Administrator or his/her designee. Instead or in addition to serving a suspension, the student may be required to perform community service.

The Head Administrator may seek permanent exclusion pursuant to the process outlined in Ohio Revised Code 3313.662. The acts (as provided under 3313.662) qualifying a student for permanent exclusion are specified. A student must be 16 or older (at the time the act was committed) and convicted or adjudicated delinquent for violating any of the following:

- 2923.122: Illegal conveyance or possession of a deadly weapon or dangerous ordnance or of object indistinguishable from firearm in a school safety zone.

Any of the following acts, if committed on property owned or controlled by, or at an activity held under the auspices of the school:

- 2923.12: Carrying Concealed Weapons
- 2925.03: Trafficking or Aggravated Trafficking of Drugs
- 2925.11: Possession of Controlled Substances (Other than minor drug offenses)

Any of the following acts, if committed on property owned or controlled by, or at an activity held under the auspices of the school if the victim was an employee of the school:

- 2903.01: Aggravated Murder
- 2903.02: Murder
- 2903.03: Voluntary Manslaughter
- 2903.04: Involuntary Manslaughter
- 2903.11: Felonious Assault
- 2903.12: Aggravated Assault
- 2907.02: Rape
- 2907.05: Gross Sexual Imposition
- Complicity for any of the above criminal acts, regardless of whether the complicity occurred on property owned or controlled by, or at an activity held under the auspices of the school.

After obtaining or receiving proof of the conviction or adjudication and determining that it is appropriate to seek permanent exclusion, the Head Administrator shall give the student and the student's parent, guardian, or custodian written notice that the Head Administrator intends to recommend to the Governing Authority that the Governing Authority adopt a resolution requesting the superintendent of public instruction to permanently exclude the pupil from public school attendance.

Suspensions generally entitle students to a hearing, outlined below, except in the following two situations. First, students suspended from co-curricular or extra-curricular activities will not be entitled to notice, hearing, or appeal because participating in such activities is a privilege and not a right. Second, in-school suspensions are not subject to hearing.

*Suspension Procedure.* The following procedure shall apply to out-of-school suspension.

- Before imposing the suspension, the Student is provided a "Notice of Intent Suspend from School," Form **3810.1**. The Notice shall provide the reasons for the proposed suspension.
- The Student is provided an informal hearing to challenge or otherwise explain the incident leading to the proposed suspension. The hearing will be conducted before the

Head Administrator or his/her designee and the student may not call witnesses at the hearing.

- If the suspension is issued, the Head Administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer, with a "Notice of Suspension from School," Form **3810.3**. The written notification shall explain the reasons for the suspension. The student's parents or guardian shall also be notified, in writing of "Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights," Form **3810.4**.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the "Notice of Intent to Suspend From School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon the suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

#### Emergency Suspension

A student may be removed immediately from the School or School property—without following the suspension or expulsion procedures—if the Head Administrator or his/her designee determines the student's presence at the School creates (1) a health risk, (2) presents a danger to other persons or property or (3) seriously disrupt the School's function.

Additionally, a student may be immediately removed from curricular or extracurricular activities by a teacher. The student will be sent to the Head Administrator or his/her designee. The teacher must submit in writing the reasons for removal.

*Emergency Suspension Procedure.* The following procedure shall apply to Emergency Suspensions:

- Once removed from the activity or school premises, the School shall provide the student written notice "Notice of Emergency Suspension and Intent to Suspend from School," Form **3810.2**, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.
- The hearing shall take place within three (3) school days from the time of the initial order. The hearing shall be held in accordance with the Suspension hearing rules unless it is probable that the student may be subject to expulsion, in which case the hearing shall be held in accordance with the Expulsion rules. The individual who ordered, caused, or requested the emergency suspension shall present at the hearing.
- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.
- If the suspension is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Suspension

from School," Form 3810.3. The written notification shall explain the reasons for the suspension. The student's parents or guardian shall also be notified, in writing of "Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights," Form 3810.4.

- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the "Notice of Intent to Suspend from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

### Expulsion

A student may be expelled or totally removed from the education program for more than ten (10) days. Expulsions imposed with fewer days left in the school year than the expulsion requires may be extended into the following school year at the discretion of the Head Administrator or his/her designee. Instead of or in addition to serving an expulsion, the student may be required to perform community service. However, a student may not perform community service if he or she is expelled for bringing a firearm to School or onto School property.

During the student's expulsion, the School may continue educational services in an alternative setting.

*Offenses worthy of Expulsion.* Expellable offenses may be broken into three categories

1. Students must be expelled for one year for the following offense:

- Bringing a firearm to the School, onto School property, or on any property used or leased by the School for school; extracurricular events; or school-related events. On a case by case basis, the School may reduce this disciplinary action in accordance with section 3313.661 of the Revised Code.

2. Students may be expelled for a maximum of one (1) year for the following offenses:

- Bringing a firearm to an interscholastic competition, an extracurricular event, or any other school program or activity that is not located in a school or on property that is owned or controlled by the school district. On a case by case basis, the School may reduce this disciplinary action in accordance with section 3313.661 of the Revised Code.
- Bringing a knife or possessing a knife that was brought on by another person to the School, onto School property, or to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School.

- Making a bomb threat to a school building or any premises at which a school activity is occurring at the time under the threat.
- Committing an act that is a criminal offense when committed by an adult and the offense results in serious physical harm to persons or property, *while* the student is at school, on any other property owned or controlled by the Governing Authority, at an interscholastic competition, an extracurricular event, or any other school program or activity.

3. Students may be expelled up to eighty (80) school days for the following offenses:

- Serious misconduct.
- Serious violation of the School rules.
- Other cause.

A "firearm" is defined in accordance with 20 U.S.C. 7151 and means any weapon (including a starter gun which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receive of any such weapon, any firearm or firearm silence; or any destructive device.

A "knife" is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device that is used for, or is readily capable of causing death or serious bodily injury.

The Head Administrator may, in his/her sole judgment and discretion, modify or reduce such expulsion for a student committing serious physical harm in writing, to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability); or
- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

The Head Administrator may, in his/her sole judgment and discretion, reduce an expulsion for making a bomb threat to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability); or

b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

On a case by case basis, the head Administrator may reduce disciplinary action for all offenses involving firearms and knives.

*Expulsion Procedure.* The following procedure shall apply to Expulsions:

- Before enforcing the expulsion, the Student *and* his/her parent or guardian is provided a "Notice of Intent Expel from School," Form **3810.5**. The Notice shall provide the reasons for the proposed expulsion, the time and place for the hearing.
- The Student is provided a hearing not less than three or more than five days after receiving the Notice. The student may challenge or otherwise explain incident leading to the proposed expulsion. The hearing will be before the Head Administrator or his/her designee and the student may not call witnesses at the hearing.
- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Expulsion from School," Form **3810.7**. The written notification shall explain the reasons for the suspension. The Student's parents or guardians shall also be notified, in writing with a "Notice to Parents/Guardians and Student Regarding your Child's Expulsion & Your Rights," Form **3810.8**. The form shall explain the right to appeal to the Governing Authority, the method of appealing to the Governing Authority, and the right to request that the hearing be held in executive session. If the expulsion is for more than twenty school days or if the expulsion will extend into the following semester or school year shall, the School shall also provide a "Notice of Assistance Programs for Expelled Students," Form **3810.9**. The notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, 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.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the "Notice of Intent to Expel from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

The Head Administrator must continue to follow through on expellable offenses, even if the expelled student withdraws from the School prior to the hearing or Head Administrator's decision.

#### Emergency Expulsion

A student may be removed immediately from the School or School property—without following the suspension or expulsion procedures—if the Head Administrator or his/her designee determines the student's presence at the School creates (1) a health risk, (2) presents a danger to other persons or property or (3) seriously disrupt the School's function.

Additionally, a student may be immediately removed from curricular or extracurricular activities by a teacher. The student will be sent to the Head Administrator or his/her designee. The teacher must submit in writing the reasons for removal.

*Emergency Expulsion Procedure.* The following procedure shall apply to Emergency Expulsion:

- Once removed from the activity or school premises, the School shall provide the student written notice "Notice of Emergency Removal and Intent to Expel from School," Form **3810.6**, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.
- The hearing shall take place within three (3) school days from the time of the initial order. The hearing shall be held in accordance with the Expulsion hearing rules. The individual who ordered, caused, or requested the emergency expulsion shall present at the hearing.
- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.
- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Expulsion from School," Form **3810.7**. The written notification shall explain the reasons for the suspension. The Student's parents or guardians shall also be notified, in writing with a "Notice to Parents/Guardians and Student Regarding your Child's Expulsion & Your Rights," Form **3810.8**. The form shall explain the right to appeal to the Governing Authority, the method of appealing to the Governing Authority, and the right to request that the hearing be held in executive session. If the expulsion is for more than twenty school days or if the expulsion will extend into the following semester or school year shall, the School shall also provide a "Notice of Assistance Programs for Expelled Students," Form **3810.9**. The notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, 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.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the "Notice of Intent to Expel from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall



act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

#### Sealed Records

The School shall comply with any court order regarding the sealing of a current or former student's records under R.C. 2151.357; provided, however, that the School shall retain records as permitted under R.C. 2151.357 for any student who has been permanently excluded under Sections 3301.121 and 3313.62 of the Revised Code, where those records are regarding an adjudication that the student is a delinquent child that was used as the basis for the student's permanent expulsions. Except as permitted by Sections 3301.121, 3313.662, or 2151.358 of the Revised Code, no officer or employee of the School shall release, disseminate, or otherwise make available records of a student which have been sealed pursuant to R.C. 2151.357 for any purpose involving employment, bonding, licensing, or education to any person or to any department, agency, or other instrumentality of the state or of any of its political subdivisions any information or other data concerning any arrest, taking into custody, complaint, indictment, information, trial, hearing, adjudication, or correctional supervision.

#### General Policies regarding Exclusion

While a student is excluded, whether suspended, removed, or expelled, the Governing Authority prohibits the Student from attending or participating in all School functions or entering the School. The Head Administrator may permit the student to do otherwise.

This policy will be posted in a central location. Additionally, this policy will be made available to students.

*Ohio:* R.C. 2151.357, 3301.121, 3313.66, R.C. 3313.661, R.C. 3313.662, R.C. 3313.664; R.C. 3321.13.

*Cross Reference:* Policy 4510, Tiered Student Discipline Program; Policy 4520, Transportation Discipline; Policy 4540, Disciplining a 504 Student; Policy 4550, Suspension & Expulsion Policy for Students with Disabilities.

**Communicating the School's Suspension & Expulsion Policy**

Suspensions and Expulsions are to be carried out as stated in Policy 4530, Suspension and Expulsion Policy. As part of the Suspension and Expulsion Policy, the Student and the Student's parents/guardians are required to receive certain notices. This policy indicates which forms are to be used with each action.

**Suspension**

- Form 3810.1, Notice of Intent to Suspend from School
- Form 3810.3, Notice of Suspension from School
- Form 3810.4, Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights

**Emergency Suspension**

- Form 3810.2, Notice of Emergency Suspension and Intent to Suspend from School
- Form 3810.3 Notice of Suspension from School
- Form 3810.4 Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights

**Expulsion**

- Form 3810.5, Notice of Intent to Expel from School
- Form 3810.7, Notice of Expulsion from School
- Form 3810.8, Notice to Parents/Guardians and Student Regarding Your Child's Expulsion & your Rights
- Form 3810.9, Notice of Assistance Programs for Expelled Students
  - *To be included for expulsions lasting more than 20 days*

**Emergency Expulsion**

- Form 3810.6 Notice of Emergency Removal and Intent to Expel from School
- Form 3810.7, Notice of Expulsion from School
- Form 3810.8, Notice to Parents/Guardians and Student Regarding Your Child's Expulsion & your Rights
- Form 3810.9, Notice of Assistance Programs for Expelled Students
  - *To be included for expulsions lasting more than 20 days*

**Notice of Intent to Suspend from School**

Date: \_\_\_\_\_

\_\_\_\_\_, this notice serves to inform you that you may be suspended under the School's policies and/or O.R.C 3313.66(A).

You may be suspended because *(please include policy violated)*

- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Should you be suspended, you may not attend or participate in School functions or enter the School during the period of suspension.

Before you will be suspended, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing. At the hearing you may challenge why you may be suspended, or otherwise explain your actions. Should a suspension be issued, you will be given a written notification.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

I have received a copy of this Notice of Intent to Suspend.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

**Notice of Emergency Suspension and Intent to Suspend From School**

Date: \_\_\_\_\_

\_\_\_\_\_, your presence posed (1) a continuing danger to persons or property and/or (2) an ongoing threat of disrupting the academic process. This was determined because you; \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Effective immediately, you have been removed from all curricular and extra-curricular activities.

Additionally, the School will begin the procedure to suspend you based on the School's Disciplinary Code and O.R.C 3313.66(A).

You may be suspended because *(please include violated policy's name and number)*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Should you be suspended, you may not attend or participate in School functions or enter the School during the period of suspension.

Before you will be suspended, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing. At the hearing you may challenge why you may be suspended, or otherwise explain your actions. Should a suspension be issued, you will be given a written notification.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

I have received a copy of this Notice of Emergency Suspension and Intent to Suspend.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

Notice of Suspension from School

Date: \_\_\_\_\_

\_\_\_\_\_, after reviewing your case, I have concluded you will be suspended from the School. Your suspension will

- begin on \_\_\_\_\_
- and last until \_\_\_\_\_

This determination was made after conducting an informal hearing regarding your incident and reviewing your case. You will be suspended because (*please include violated policy's name and number*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

I have received a copy of this Notice of Suspension.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

**Notice to Parents/Guardians and Student**

**Regarding Your Child's Suspension & Your Rights**

PLEASE DISTRIBUTE COPIES TO: STUDENT, PARENTS/GUARDIAN, SCHOOL TREASURER

Date: \_\_\_\_\_

To Whom It May Concern:

This is to inform you that \_\_\_\_\_ has been suspended from the School. The suspension will:

- begin on \_\_\_\_\_
- and last until \_\_\_\_\_

This decision was made in accordance with School policy. After this process, it was determined that will be suspended because *(please include violated policy's name and number)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At this stage, you have a right to appeal your suspension to the School's Governing Authority. The appeal request must be in writing and filed within 14 calendar days of receiving the "Notice of Intent to Suspend" form. Your appeal may be held in executive session. You have a right to be represented in the appeal hearing.

Please be advised of the following:

- If the suspended student is 16 years old or older and is convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude your child. RC 3313.662(A)
- If criminal proceedings are instituted, the suspension may be continued. RC 3313.66(F)

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

Notice of Intent to Expel from School

Date: \_\_\_\_\_

\_\_\_\_\_, this note serves to inform you that you may be expelled under the School's policies and/or O.R.C 3313.66(A).

You may be expelled because *(please include policy violated)*

---

---

---

---

---

---

---

---

Should you be expelled, you may not attend or participate in School functions or enter the School during the period of suspension.

Before you will be expelled, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing.

The hearing will occur in \_\_\_\_\_ on  
\_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_\_.

At the hearing you may challenge why you may be expelled, or otherwise explain your actions. Should an expulsion be issued, you will be given a written notification.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

\_\_\_\_\_  
Head Administrator or Designee

I have received a copy of this Notice of Intent to Expel.

\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Student\_\_\_\_\_  
Date

Notice of Emergency Removal and Intent to Expel From School

Date: \_\_\_\_\_

\_\_\_\_\_, your presence posed (1) a continuing danger to persons or property and/or (2) an ongoing threat of disrupting the academic process. This was determined because you: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Effective immediately, you have been removed from all curricular and extra-curricular activities.

Additionally, the School will begin the procedure to expel you based on the School's Disciplinary Code and O.R.C 3313.66(B).

You may be expelled because *(please include violated policy's name and number)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Before you will be expelled, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing. At the hearing you may challenge why you may be expelled, or otherwise explain your actions. Should an expulsion be issued, you will be given a written notification.

The hearing will occur in \_\_\_\_\_ on  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ at \_\_\_\_\_.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

I have received a copy of this Notice of Emergency Removal and Intent to Expel.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date



Notice of Expulsion from School

Date: \_\_\_\_\_

\_\_\_\_\_, after reviewing your case, I have concluded you will be expelled from the School. Your expulsion will:

- begin on \_\_\_\_\_
- and last until \_\_\_\_\_

This determination was made after conducting hearing regarding your incident and reviewing your case. You will be expelled because *(please include violated policy's name and number)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

I have received a copy of this Notice of Expulsion.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

**Notice to Parents/Guardians and Student**

**Regarding Your Child's Expulsion & Your Rights**

PLEASE DISTRIBUTE COPIES TO: STUDENT(S), PARENTS/GUARDIAN, SCHOOL TREASURER

Date: \_\_\_\_\_

To Whom It May Concern:

This is to inform you that \_\_\_\_\_ has been expelled from the School. The expulsion will:

- Begin on \_\_\_\_\_
- And last until \_\_\_\_\_

This decision was made after a hearing and review of your case. After this process, it was determined that will be expelled because *(please include violated policy's name and number)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At this stage, you have a right to appeal your expulsion to the School's Governing Authority. The appeal request must be in writing and filed within 14 calendar days of receiving the "Notice of Intent to Expel" form. Your appeal may be held in executive session. You have a right to be represented in the appeal hearing.

Please be advised of the following:

- If the suspended student is 16 years old or older and is convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude your child. RC 3313.662(A)
- If criminal proceedings are instituted, the suspension may be continued. RC 3313.66(F)

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

*For expulsions lasting more than 20 days, include:  
"Notice of Assistance Programs" (Form No. 3810.9)*

**Notice of Assistance Programs for Expelled Students**

PLEASE DISTRIBUTE COPIES TO: STUDENTS, PARENTS/GUARDIAN, SCHOOL TREASURER

When a student has been expelled for more than 20 days, Ohio law requires the School to provide this notice. This notice lists public and private agencies that provide services designed to help the student's attitudes and behaviors that gave led to the student's expulsion.

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

## Policy regarding suspension, expulsion, removal, and permanent exclusion

### ORC 3313.661

#### Summary

A governing authority is required to adopt a policy on suspension, expulsion, removal, and permanent exclusion of students that specifies the types of misconduct for which a pupil may be suspended, expelled or removed.

#### Policy Requirements

The policy:

- May apply to misconduct that occurred off property owned or controlled by the school that is connected to activities or incidents that occurred on property owned or controlled by the school.
- May apply to misconduct, regardless of where occurred, directed at school officials/employees, or property of school officials/employees.
- Must provide reasons by which the school's administrator may reduce punishment on a case-by-case basis for incidents related to firearms (as listed in ORC 3313.66(B)(2)).
- Must set forth acts qualifying student for permanent exclusion provided by ORC 3313.662. Please note that, for certain acts, a governing authority may recommend that a student be "permanently excluded" to the State Superintendent of Public Instruction. If permanently excluded by the State Superintendent, a student cannot enroll in any public school anywhere in Ohio.
- Must specify the procedures including the date and manner by which parents/students can notify of their intent to appeal a suspension or expulsion.
- If the school has adopted a policy under 3313.66(B)(3) or included a provision in this policy extending the administrator's authority to expel a student for bringing a knife to school, the policy must define "knife" and specify reasons by which the administrator may reduce punishment on a case-by-case basis.
- If the school has adopted a policy under 3313.66(B)(4) or (5) or included a provision in this policy extending the administrator's authority to expel a student for acts resulting in serious physical harm to persons or property, the policy must specify reasons by which the administrator may reduce punishment on a case-by-case basis.
- A copy of policy must be posted in central location of school and made available to pupils upon request.
- The policy may adopt guidelines for community service in conjunction with suspension or expulsion; or, in place of suspension or expulsion in certain circumstances. The school may

incorporate guidelines by which the administrator may impose community service into the summer or the next term in lieu of applying an expulsion into the following school year..

Please note:

- No student can be suspended, expelled, removed, except in accordance with policy.
- Recommendations to the State Superintendent regarding permanent exclusions must follow ORC 3301.121 and 3313.662.
- ORC 3313.668 is a new section enacted by HB 410. It prohibits a community school from suspending, expelling or removing a student solely based on a student's absences from school without legitimate excuse.

### Epicenter Requirements

The following documents must be uploaded to Epicenter:

- A policy that meets the above requirements and the resolution and/or minutes showing adoption.
- Copies of due process documents, including the procedures that indicate the date and manner by which parents/students can notify of their intent to appeal a suspension or expulsion have been uploaded to Epicenter. (Forms are sufficient; however, personal information, if any, must be redacted.) *\*This item is new for the 2017-2018 school year.*
- The signed certification statement (below) indicating the central location where the policy is posted and that it is made available to pupils upon request. *\*This item is new for the 2017-2018 school year.*

### Certification Statement

The undersigned school administrator certifies the governing authority's policy on suspension, expulsion and permanent exclusion is posted at the following central location:

Main Office and copies are available to students upon request.

Jennifer E. Merritt  
Printed Name

Jennifer E. Merritt  
Signature

Director  
Title

12/15/17  
Date

Minutes of the Regular Meeting of the Mahoning County High School  
Governing Board held Thursday, February 9, 2017 8:00 a.m.  
at the Mahoning County High School

The meeting was called to order at 8:04 a.m.

On roll call the following members were present: Deborah Kaleel, Rev. Lewis Macklin, Patricia Sweeney and Joseph Nohra. And Richard White.

Also in attendance: Jennifer Meritt, Program Director; Blaise Karlovic, Treasurer.

A motion was made by Richard White, seconded by Lewis Macklin to approve the following Treasurer's report items:

A. January 12, 2017 minutes

B. Financial Statement for January 2017

The vote was unanimous. The motion carried.

A motion was made by Patricia Sweeney, seconded by Richard White to approve January 2017 graduates: Sherese N. Hopkins, Elijah A. Perkins and Anyiah L. Pruitt.

The vote was unanimous. The motion carried.

A motion was made Richard White, seconded by Deborah Kaleel to approve the Policy Manual for MCHS.

The vote was unanimous. The motion carried.

A motion was made by Lewis Macklin, seconded by Patricia Sweeney to approve the policy to designate MCHS as a trauma informed school.

The vote was unanimous. The motion carried.

A motion was made by Deborah Kaleel, seconded by Richard White to review and approve the proposal from Youngstown State University students for the after school programs and activities to MCHS students.

The vote was unanimous. The motion carried.

A motion was made by Patricia Sweeney, seconded by Richard White to approve the Director Report.

A. Students: Page 66, YCS 105 and MCHS 72

The vote was unanimous. The motion carried.

A motion was made by Deborah Kaleel, seconded by Patricia Sweeney to adjourn at 8:36 a.m.

The vote was unanimous. The motion carried.

The next regular meeting will be held on April 25, 2017 at 8:00 a.m. at the MCHS.

The foregoing is a true and accurate account of the proceedings of the Governing Board of the Mahoning County High School at its regular meeting held February 9, 2017 at 940 Bryn Mawr Ave. Youngstown, Ohio 44505.

Chair

Treasurer

Date

3/29/17

## Attachment 9

## **EXHIBIT 2:**

### **Financial Plan**

#### **The Mahoning County High School *A New Start-Up Community School***

This financial plan complies with Section 3314.03(A)15 of the Ohio Revised Code, which requires an estimated school budget for each year of this Contract and a total estimated per pupil expenditure amount for each such year.

[NOTE: In accordance with these requirements, this plan must specify, for each year, the base formula amount that will be used for purposes of funding calculations under Section 3314.08 of the Ohio Revised Code. This base formula amount for any year shall not exceed the formula amount defined under section 3317.02 of the Ohio Revised Code. This plan may also specify for any year a percentage figure to be used for reducing the per pupil amount of disadvantaged pupil impact aid calculated pursuant to section 3317.029 of the Ohio Revised Code the school is to receive that year under section 3314.08 of the Ohio Revised Code.]

### **SCHOOL Budget**

---

Below is a five-year annual budget detailing sources of revenues and expenditures following the Uniform School Accounting System (USAS) methods of coding and account number structures.

***Funding for Start-Up Costs:*** Funding from the Ohio Charter Schools Federal Sub-Grant Program (or similar funding program, regardless of name) is expected to assist with planning, designing, marketing, acquisition of equipment and supplies, and initial implementation of the SCHOOL, professional development, assessment of the SCHOOL (and other allowable activities) and in part shall be used to reimburse the MCEC ("SPONSOR") for the SPONSOR's acquisition of such services, on behalf of the SCHOOL. Once operational, the undersigned expect the ADM per student, together with the grant funding, support from the Mahoning County Juvenile Court and local donations to fund the SCHOOL operational budget.

***Regular Review of SCHOOL Budget:*** Regular review of the budget is critical. The SCHOOL will follow operating procedures recommended by the State Auditor, including those related to the presentation, review, discussion, and approval of rejection of a line item budget and regular reports of current and encumbered expenses. Regular audits will occur by the State Auditor. SCHOOL financial records will conform to generally accepted accounting principles as required by the State Auditor. All allowable revenues and expenses will conform to appropriate guidelines in accordance with Financial Accounting Standards No. 117, "Financial Statements of Not-for-Profits Organizations."



FY15 - May 2015 submission  
IRN No. 009996

County: Mahoning

**Mahoning County High School**  
**Statement of Receipt, Disbursements, and Changes in Fund Cash Balances**  
**For the Fiscal Years Ended June 30, 2012 through 2014, Actual and**  
**the Fiscal Years Ending June 30, 2015 through 2019, Forecasted**

	Actual		Forecasted					
	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	\$784,647.00	\$850,825.00	\$778,056.00	\$662,942.00	\$708,000.00	\$700,000.00	\$700,000.00	\$700,000.00
Charges for Services (1509)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fees (1600, 1700)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (1850, 1840, 1850, 1860, 1870, 1890)	\$765.00	\$923.00	\$16,759.00	\$3,200.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>Total Operating Receipts</b>	<b>\$785,412.00</b>	<b>\$851,748.00</b>	<b>\$794,815.00</b>	<b>\$666,142.00</b>	<b>\$708,000.00</b>	<b>\$705,000.00</b>	<b>\$705,000.00</b>	<b>\$705,000.00</b>
<b>Operating Disbursements</b>								
100 Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
200 Employee Retirement and Insurance Benefits	\$27,427.00	\$49,786.00	\$45,584.00	\$40,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
400 Purchases Services	\$758,352.00	\$1,084,660.00	\$840,245.00	\$685,000.00	\$700,000.00	\$700,000.00	\$700,000.00	\$700,000.00
500 Supplies and Materials	\$56,869.00	\$31,863.00	\$21,978.00	\$35,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
600 Capital Outlay - New	\$17,975.00	\$8,104.00	\$0.00	\$4,939.18	\$0.00	\$0.00	\$0.00	\$0.00
700 Capital Outlay - Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800 Other	\$57,213.00	\$65,649.00	\$56,794.00	\$42,844.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
<b>Total Operating Disbursements</b>	<b>\$927,836.00</b>	<b>\$1,239,562.00</b>	<b>\$964,601.00</b>	<b>\$807,783.18</b>	<b>\$830,000.00</b>	<b>\$830,000.00</b>	<b>\$830,000.00</b>	<b>\$830,000.00</b>
<b>Excess of Operating Receipts Over (Under) Operating Disbursements</b>	<b>-\$142,424.00</b>	<b>-\$387,814.00</b>	<b>-\$169,786.00</b>	<b>-\$141,641.18</b>	<b>-\$125,000.00</b>	<b>-\$125,000.00</b>	<b>-\$125,000.00</b>	<b>-\$125,000.00</b>
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except Fund 532)	\$204,908.00	\$182,715.00	\$120,163.00	\$147,813.90	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00
Federal Fiscal Stabilization Funds (SF5F)	XXXXXX	0	0	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
Ed Jobs	XXXXXX	XXXXXX	0	0	XXXXXX	XXXXXX	XXXXXX	XXXXXX
State Grants (3200, except 3211)	\$3,000.00	\$0.00	\$1,500.00	\$6,739.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
Donations (1820)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income (1400)	\$281.00	\$88.00	\$24.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Debt Proceeds (1900)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Principal Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest and Fiscal Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Nonoperating Revenues/(Expenses)</b>	<b>\$208,189.00</b>	<b>\$182,803.00</b>	<b>\$121,685.00</b>	<b>\$154,567.90</b>	<b>\$131,815.00</b>	<b>\$131,815.00</b>	<b>\$131,815.00</b>	<b>\$131,815.00</b>
<b>Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements</b>	<b>\$65,765.00</b>	<b>-\$205,011.00</b>	<b>-\$48,201.00</b>	<b>\$12,926.72</b>	<b>\$6,815.00</b>	<b>\$6,815.00</b>	<b>\$6,815.00</b>	<b>\$6,815.00</b>
<b>Fund Cash Balance Beginning of Fiscal Year</b>	<b>\$202,196.00</b>	<b>\$267,961.00</b>	<b>\$62,950.00</b>	<b>\$14,849.00</b>	<b>\$27,775.72</b>	<b>\$34,590.72</b>	<b>\$41,405.72</b>	<b>\$48,220.72</b>
<b>Fund Cash Balance End of Fiscal Year</b>	<b>\$267,961.00</b>	<b>\$62,950.00</b>	<b>\$14,849.00</b>	<b>\$27,775.72</b>	<b>\$34,590.72</b>	<b>\$41,405.72</b>	<b>\$48,220.72</b>	<b>\$55,035.72</b>

**Disclosure Items for State Fiscal Stabilization Funds**

Personal Services SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Employee Retirement/Insurance Benefits SF5F	20,404	51,156	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Purchased Services SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Supplies and Materials SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Capital Outlay SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
<b>Total Expenditures - SF5F</b>	<b>\$20,404</b>	<b>\$51,156</b>	<b>XXXXXXXXXX</b>	<b>XXXXXXXXXX</b>	<b>XXXXXXXXXX</b>	<b>XXXXXXXXXX</b>	<b>XXXXXXXXXX</b>	<b>XXXXXXXXXX</b>

**Assumptions:**

1. MCHS funded student AOM for FY 2014 ended with 90 students. Through the forecasted periods we are estimating enrollment anywhere between 80 - 90 students. These calculations include the special education weighted funding, poverty based assistance and parity aid. Due to the unforeseen to accurately forecast state funding, we have been very conservative in estimating student enrollment over the forecasted periods.
2. Based on student population, personnel costs, including teachers and para professionals will be assigned. As needs become evident we will continue to streamline those resources to maintain costs at appropriate levels. Pay raises will be determined and accounted for based on the stability of the budget.
3. Currently, the safety schedule has been eliminated by the Mahoning County ESC. This was done to help offset budget spikes in personnel costs and to assist those entities in managing appropriations more efficiently.
4. We will continue to pay for supplies and equipment for the operation of the school. Again, these expenditures will be based on enrollment data and budget stability.
5. We will continue to apply and utilize Title funds to assist in the operations of the school under the federal guidelines governing those programs.
6. As always, we look for alternative funding sources to assist in defraying the costs of operation.

FY15 - May 2015 submission  
IRN No. 009996

County: Mahoning

Mahoning County High School  
Statement of Receipts, Disbursements, and Changes in Fund Cash Balances  
For the Fiscal Years Ended June 30, 2012 through 2014, Actual and  
the Fiscal Years Ending June 30, 2015 through 2019, Forecasted

	Actual				Forecasted			
	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	\$784,647.00	\$850,825.00	\$778,056.00	\$692,942.00	\$700,000.00	\$700,000.00	\$700,000.00	\$700,000.00
Charges for Services (1500)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fees (1600, 1700)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$765.00	\$923.00	\$16,759.00	\$3,200.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>Total Operating Receipts</b>	<b>\$785,412.00</b>	<b>\$851,748.00</b>	<b>\$794,815.00</b>	<b>\$696,142.00</b>	<b>\$705,000.00</b>	<b>\$705,000.00</b>	<b>\$705,000.00</b>	<b>\$705,000.00</b>
<b>Operating Disbursements</b>								
100 Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
200 Employee Retirement and Insurance Benefits	\$27,427.00	\$49,286.00	\$45,584.00	\$40,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
400 Purchas Services	\$768,352.00	\$1,084,660.00	\$840,245.00	\$685,000.00	\$700,000.00	\$700,000.00	\$700,000.00	\$700,000.00
500 Supplies and Materials	\$56,869.00	\$31,865.00	\$21,978.00	\$35,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
600 Capital Outlay - New	\$17,975.00	\$6,104.00	\$0.00	\$4,999.18	\$0.00	\$0.00	\$0.00	\$0.00
700 Capital Outlay - Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800 Other	\$57,213.00	\$55,649.00	\$56,794.00	\$47,844.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
<b>Total Operating Disbursements</b>	<b>\$927,836.00</b>	<b>\$1,239,562.00</b>	<b>\$964,601.00</b>	<b>\$807,838.18</b>	<b>\$830,000.00</b>	<b>\$830,000.00</b>	<b>\$830,000.00</b>	<b>\$830,000.00</b>
Excess of Operating Receipts Over (Under) Operating Disbursements	-\$142,424.00	-\$387,814.00	-\$169,786.00	-\$141,641.18	-\$125,000.00	-\$125,000.00	-\$125,000.00	-\$125,000.00
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except fund 532)	\$204,908.00	\$182,715.00	\$120,161.00	\$147,813.50	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00
Federal Fiscal Stabilization Funds (SF5F)	XXXXXX	0	0	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
Ed Jobs	XXXXXX	XXXXXX	0	0	XXXXXX	XXXXXX	XXXXXX	XXXXXX
State Grants (3200, except 3211)	\$3,000.00	\$0.00	\$1,500.00	\$6,739.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
Donations (1820)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income (1400)	\$281.00	\$88.00	\$24.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Debt Proceeds (1900)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Principal Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest and Fiscal Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Nonoperating Revenues/(Expenses)</b>	<b>\$208,189.00</b>	<b>\$182,803.00</b>	<b>\$121,685.00</b>	<b>\$154,567.50</b>	<b>\$131,815.00</b>	<b>\$131,815.00</b>	<b>\$131,815.00</b>	<b>\$131,815.00</b>
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$65,765.00	-\$205,011.00	-\$48,101.00	\$12,926.72	\$6,815.00	\$6,815.00	\$6,815.00	\$6,815.00
Fund Cash Balance Beginning of Fiscal Year	\$202,195.00	\$267,961.00	\$62,950.00	\$14,849.00	\$27,775.72	\$34,590.72	\$41,405.72	\$48,220.72
Fund Cash Balance End of Fiscal Year	\$267,961.00	\$62,950.00	\$14,849.00	\$27,775.72	\$34,590.72	\$41,405.72	\$48,220.72	\$55,035.72
<b>Disclosure Items for State Fiscal Stabilization Funds</b>								
Personal Services SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Employees Retirement/Insurance Benefits SF5F	20,404	51,156	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Purchased Services SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Supplies and Materials SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Capital Outlay SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Expenditures - SF5F	\$20,404	\$51,156	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX

## Assumptions:

1. MCHS funded student ADM for FY 2014 ended with 90 students. Through the forecasted periods we are estimating enrollment anywhere between 80 - 90 students. These calculations include the special education weighted funding, poverty based assistance and parity aide. Due to the unforeseen to accurately forecast state funding, we have been very conservative in estimating student enrollment over the forecasted periods.
2. Based on student population, personnel costs, including teachers and para professionals will be assigned. As needs become evident we will continue to streamline those resources to maintain costs at appropriate levels. Pay raises will be determined and accounted for based on the stability of the budget.
3. Currently, the salary schedule has been eliminated by the Mahoning County ESC. This was done to help offset budget spikes in personnel costs and to assist those entities in managing appropriations more efficiently.
4. We will continue to pay for supplies and equipment for the operation of the school. Again, these expenditures will be based on enrollment data and budget stability.
5. We will continue to apply and utilize Title funds to assist in the operations of the school under the federal guidelines governing those programs.
6. As always, we look for alternative funding sources to assist in defraying the costs of operation.

FY15 - May 2015 submission  
IRN No. 009596

County: Mahoning

**Mahoning County High School**  
**Statement of Receipt, Disbursements, and Changes in Fund Cash Balances**  
**For the Fiscal Years Ended June 30, 2012 through 2014, Actual and**  
**the Fiscal Years Ending June 30, 2015 through 2019, Forecasted**

	Actual		Forecasted					
	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	\$784,847.00	\$850,825.00	\$778,056.00	\$662,942.00	\$700,000.00	\$700,000.00	\$700,000.00	\$700,000.00
Charges for Services (1500)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fees (1600, 1700)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$765.00	\$923.00	\$16,759.00	\$3,200.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>Total Operating Receipts</b>	<b>\$785,612.00</b>	<b>\$851,748.00</b>	<b>\$794,815.00</b>	<b>\$666,142.00</b>	<b>\$705,000.00</b>	<b>\$705,000.00</b>	<b>\$705,000.00</b>	<b>\$705,000.00</b>
<b>Operating Disbursements</b>								
100 Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
200 Employee Retirement and Insurance Benefits	\$27,427.00	\$49,286.00	\$45,584.00	\$40,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
400 Purchas Services	\$768,352.00	\$1,084,660.00	\$849,245.00	\$685,000.00	\$700,000.00	\$700,000.00	\$700,000.00	\$700,000.00
500 Supplies and Materials	\$56,869.00	\$31,863.00	\$21,978.00	\$35,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
600 Capital Outlay - New	\$17,975.00	\$8,104.00	\$0.00	\$4,939.18	\$0.00	\$0.00	\$0.00	\$0.00
700 Capital Outlay - Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800 Other	\$57,213.00	\$65,649.00	\$56,794.00	\$42,844.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
<b>Total Operating Disbursements</b>	<b>\$927,836.00</b>	<b>\$1,239,562.00</b>	<b>\$964,601.00</b>	<b>\$807,783.18</b>	<b>\$830,000.00</b>	<b>\$830,000.00</b>	<b>\$830,000.00</b>	<b>\$830,000.00</b>
Excess of Operating Receipts Over (Under) Operating Disbursements	-\$142,424.00	-\$387,814.00	-\$169,786.00	-\$141,641.18	-\$125,000.00	-\$125,000.00	-\$125,000.00	-\$125,000.00
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except Fund 532)	\$204,909.00	\$182,715.00	\$120,161.00	\$147,813.50	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00
Federal Fiscal Stabilization Funds (SF5F)	XXXXXX	0	0	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
Ed Jobs	XXXXXX	XXXXXX	0	0	XXXXXX	XXXXXX	XXXXXX	XXXXXX
State Grants (3200, except 3211)	\$3,000.00	\$0.00	\$1,500.00	\$6,739.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
Donations (1820)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income (1400)	\$282.00	\$88.00	\$24.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Debt Proceeds (1900)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Principal Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest and Fiscal Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Nonoperating Revenues/(Expenses)</b>	<b>\$208,189.00</b>	<b>\$182,803.00</b>	<b>\$121,685.00</b>	<b>\$154,567.50</b>	<b>\$131,815.00</b>	<b>\$131,815.00</b>	<b>\$131,815.00</b>	<b>\$131,815.00</b>
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$65,765.00	-\$205,011.00	-\$48,101.00	\$12,926.72	\$6,815.00	\$6,815.00	\$6,815.00	\$6,815.00
Fund Cash Balance Beginning of Fiscal Year	\$202,196.00	\$267,961.00	\$62,850.00	\$14,849.00	\$27,775.72	\$34,590.72	\$41,405.72	\$48,220.72
Fund Cash Balance End of Fiscal Year	\$267,961.00	\$62,950.00	\$14,849.00	\$27,775.72	\$34,590.72	\$41,405.72	\$48,220.72	\$55,035.72

**Disclosure Items for State Fiscal Stabilization Funds**

Personal Services SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Employee Retirement/Insurance Benefits SF5F	20,404	51,156	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Purchased Services SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Supplies and Materials SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Capital Outlay SF5F			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
<b>Total Expenditures - SF5F</b>	<b>\$20,404</b>	<b>\$51,156</b>	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX

**Assumptions:**

1. MCHS funded student ADM for FY 2014 ended with 90 students. Through the forecasted periods we are estimating enrollment anywhere between 80 - 90 students. These calculations include the special education weighted funding, poverty based assistance and parity aide. Due to the unforeseen to accurately forecast state funding, we have been very conservative in estimating student enrollment over the forecasted periods.
2. Based on student population, personnel costs, including teachers and para professionals will be assigned. As needs become evident we will continue to streamline those resources to maintain costs at appropriate levels. Pay raises will be determined and accounted for based on the stability of the budget.
3. Currently, the salary schedule has been eliminated by the Mahoning County ESC. This was done to help offset budget spikes in personnel costs and to assist those entities in managing appropriations more efficiently.
4. We will continue to pay for supplies and equipment for the operation of the school. Again, these expenditures will be based on enrollment data and budget stability.
5. We will continue to apply and utilize Title funds to assist in the operations of the school under the federal guidelines governing those programs.
6. As always, we look for alternative funding sources to assist in defraying the costs of operation.

## **Attachment 10**

**Compensation and Benefits**

5300

**Compensation and Benefits Overview**

To accomplish the School's mission, it is important to attract personnel who are motivated and excel at their respective jobs. To attract and retain personnel, the School seeks to provide competitive wages/salary, benefits, and time off. Compensation and benefits may vary based on a number of factors including, but not limited to job duties, experience, and performance.

*Cross Reference:* Policy 5320, Salary; Policy 5330, Benefits; Policy 5340, Paid School Holidays; Policy 5350, Time Off; Policy 5360, Family Medical Leave Act Policy.

## **Salary**

### **Payment of Salary**

Each employee's salary will in twenty-four (24) equal payments. The payments shall be distributed twice a month on the 15<sup>th</sup> and 30<sup>th</sup>. Should the payday fall on a weekend or holiday, the payday will be the last regular workday before the weekend or holiday.

### **Recording Time**

The Head Administrator or his/her designee will explain to hourly employees the procedure for completing time sheets. All hourly employees are responsible for keeping accurate time. The School prohibits any employee from completing or directing another to complete another's time sheet.

### **Overtime**

Federal law excludes exempt employees from receiving pay for working overtime. Non-exempt employees receive overtime pay when non-exempt employees work over forty (40) hours in a workweek.

A workweek is defined as Sunday through Saturday.

Overtime pay is defined as pay at one and one-half (1 ½) the regular pay.

Exempt Employees are defined as executive, administrative, professional and outside sales. Exempt employees are required to work as many hours as needed to complete their job requirements.

### **Exempt Employee Salary Deductions**

In compliance with the Fair Labor Standards Act, the School prohibits improper deductions from the pay of exempt employees.

Deductions from an exempt employee's pay *may be* made for the following reasons:

- the employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- the employee is absent from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- to offset amounts employees receive as jury or witness fees, or for military pay; or

- for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Also, the School is not required to pay the full salary of an exempt employee and may make either partial day or full day deductions in these circumstances:

- in the initial or terminal week of employment;
- for penalties imposed in good faith for infractions of safety rules of major significance; or
- for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

Employees who believe that an improper deduction has been made to their salary should immediately report this information to their direct supervisor or to the Head Administrator.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, employees will be promptly reimbursed for any improper deduction made.

*Federal:* 29 U.S.C. 201.

*Ohio:* R.C. 4113.15.

*Cross Reference:* Policy 5310, Compensation and Benefits Overview; Policy 5330, Benefits; Policy 5350, Time Off; Policy 5360, Family Medical Leave Act Policy.



## **Benefits**

The Governing Authority realizes how benefits—personal and protective—that extend beyond an employee’s salary are can be of great importance. The Governing Authority seeks to provide such benefits as the Governing Authority is able within the bounds of the law and the School’s mission.

### **Health Insurance**

Health insurance is provided for all full-time employees. Part-time employees are not provided paid health insurance, unless otherwise stated in writing. The Governing Authority’s contribution shall be determined prior to the start of each school year.

The following are special circumstances affecting one’s health insurance:

- Employees granted a leave of absence will not receive health insurance except as required by law under the Family Medical Leave Act (FMLA). While on leave, the employee may elect to pay premiums.
- Employees who resign *before* the end of their contract year will have Governing Authority paid health insurance extend through the end of the month in which their resignation date becomes effective.
- Teachers or Teacher Aids who resign at the end of their contract year will have Governing Authority paid health insurance extend through August of that year.
- All other employees who resign at the end of a contract will have health insurance paid through the end of the month immediately following the end of the contract.

### **Dental and Legal Insurance**

Dental and legal insurance shall be contracted for, but will be paid for entirely by the employee. The employee may use his or her FSA money to cover the costs.

### **Annuities**

The Governing Authority may contract with companies to provide tax sheltered annuities. Contributions are paid entirely by the employee and will be made through payroll deduction.

### **Workers’ Compensation Insurance**

Under Ohio law, all employees are covered by Workers’ Compensation Insurance. The law provides that employees injured in the performance of their duties may be eligible for payment of medical expenses.

Any employee who is injured while at work must immediately report the injury to his/her supervisor and take all necessary steps required by law. Failure to comply with all testing required

by law and regulation may make the injured employee ineligible to receive workers' compensation benefits.

Any employee that fails to report an injury while at work will be disciplined and may be discharged.

### STRS/SERS

Ohio law has created two funds for payment of retirement and benefits to certain employees of the School. The retirement systems, the State Public Employee Retirement System, or SERS, and the State Teacher Retirement System, or STRS. Not all employees or contractors will be eligible for STRS or SERS. Eligibility will be determined based on several factors including the law, particular facts, and other circumstances.

### Unemployment Compensation

Ohio law insures most workers for unemployment compensation. Should an employee lose his/her job under the applicable conditions, the employee will receive income for a period of time.

*Ohio:* O.R.C. 3307.03, 145.03, 9.90, 4123.01, 4123.83, 4141.01.

*Cross Reference:* Policy 5310, Compensation and Benefits Overview; Policy 5320, Salary; Policy 5350, Time Off; Policy 5360, Family Medical Leave Act Policy.

**Paid School Holidays**

Insert Paid School Holidays.

## **Time Off**

### **Personal Leave**

Personal leave may be used for personal matters including vacation, illness, or family illness. Each full-time employee will receive a maximum [insert days] paid days per year.

The School requires employees to request time off as early as possible. Employees absent for unforeseen reasons, such as an emergency or illness, must notify the Head Administrator no later than 1-1/2 hours before the opening of school. Upon return, the employee must complete a return from leave form.

If an employee is terminated or resigns, the employee will not be paid for remaining personal leave.

Emergencies may require this policy to change. If the Federal government or the State of Ohio declare a pandemic flu outbreak or other pandemic outbreak in the community, the School will not grant personal leave for vacations and will restrict personal leave to the employee's own illness or the illness of the employee's immediate family.

### **Personal Leave for Administrative Staff**

Administrative Staff are subject to a different personal leave policy. Administrative staff includes personnel primarily engaged in administration, management, or support roles, as opposed to instruction.

Administrative Staff may take vacation leave as follows:

- Two (2) weeks during winter break,
- One (1) week during spring break, and
- \_\_\_\_ ( ) week(s) during the month of July.

All vacation time described above must be preapproved as far in advance as possible but at least one month prior to the start of the requested vacation. Additionally all vacation time off is contingent on the Administrative Staff member completing all assigned duties prior to taking vacation leave.

Administrative Staff are also entitled for personal leave including illness or family illness. Each full-time Administrative Staff employee will receive a maximum [\_\_\_\_\_] paid days per year.

The School requires Administrative Staff Employees to request time off as early as possible. Employees absent for unforeseen reasons, such as an emergency or illness, must notify the Head

Administrator no later than 1-1/2 hours before the opening of school. Upon return, the employee must complete a return from leave form.

If an employee is terminated or resigns, the employee will not be paid for remaining personal leave.

Emergencies may require this policy to change. If the Federal government or the State of Ohio declare a pandemic flu outbreak or other pandemic outbreak in the community, the School will not grant personal leave for vacations and will restrict personal leave to the employee's own illness or the illness of the employee's immediate family.

### Military Duty Leave

The School follows all laws concerning military leave and re-employment rights upon return from military leave.

### Military Leave for Family Member

In Accordance with the Ohio Family Military Leave Act, the School permits a qualifying employee to take unpaid leave up to ten (10) days or eighty (80) hours, whichever is less for certain military related occurrences, when the employee is the parent, spouse, guardian or former guardian of a military member that is called to active duty or is injured, wounded, or hospitalized while serving on active duty.

To be a qualifying employee, the employee must be employed at the School for at least twelve (12) consecutive months and the employee must have worked at least one thousand two hundred fifty (1,250) hours in the twelve (12) months preceding the leave. Additionally, the employee must notify the School as early as practicable and provide certification.

This leave is to be available only if the employee has no other leave available, except for sick leave or disability leave.

If leave is taken because employee's military relative is called to active duty, leave must be taken no more than two (2) weeks prior to or one (1) week after the deployment date of the military member.

During the leave, the School will continue to provide benefits to the employee. The employee shall be responsible for the same proportion of the cost of the benefits as the employee regularly pays during periods of time when the employee is not on leave. The employee will not earn salary or wages while on leave.

Upon return from leave, the School will restore the employee to the position the employee held prior to taking that leave or a position with equivalent seniority, benefits, pay, and other terms and conditions of employment.

### Jury Duty Leave

If a full-time employee is selected for jury, the full-time employee shall be excused for the duration of jury duty service. While on jury duty, the employee shall continue to receive regular wages for the first two weeks of jury service. The employee may also keep any pay received from serving.

Employees receiving notice of jury duty must notify Human Resources as soon as possible so that the School may make necessary adjustments.

### Medical Leave of Absence

Employees may seek a medical leave of absence if the employee is (1) unable to physically or mentally perform required job duties and (2) such a leave is recommended by a physician.

Medical leave must be reported to the Governing Authority.

A Medical leave of absence is unpaid and the employee is prohibited from taking other employment while on leave. Additionally, the employee will not accumulate personal leave. Health insurance will not be continued. The employee, however, may elect to pay the cost of health insurance while on an approved leave.

*Ohio:* R.C. 5906.02, 2313.19.

*Cross Reference:* Policy 5310, Compensation and Benefits Overview; Policy 5320, Salary; Policy 5330, Benefits; Policy 5350, Time Off; Policy 5360, Family Medical Leave Act Policy.

### **Family Medical Leave Act Policy**

In accordance with the Family Medical Leave Act (FMLA), the School seeks to balance employees' work and family life by permitting reasonable unpaid leave for certain family and medical needs. The School is required to provide FMLA leave to eligible employees when there are at least fifty (50) employees within a seventy-five (75) mile radius of the School.

#### **Eligible Employees**

To be eligible for FMLA leave, an employee must meet *all* of the following employment requirements:

- the employee must have worked for the School for at least twelve (12) months;
- the employee must have worked at least 1,2500 hours during the twelve (12) months prior to the start of the FMLA leave; and
- the employee must be employed at a location that has at least fifty (50) of the School's employees within seventy-five (75) miles of the location.

In determining whether an employee meets the above requirements, the School shall count all periods of absence from work due to or necessitated by covered services under the Uniformed Services and Reemployment Rights Act.

#### **Leave Entitlement**

*General Leave.* The School provides eligible employees with twelve (12) work weeks of unpaid leave in a twelve (12) month period for one or more of the following reasons:

- To recover from a Serious Health Condition, as defined below, that prohibits the employee from performing essential work functions.
- Incapacity due to pregnancy, prenatal medical care, or child birth.
- The birth of a son or daughter, and to care for the newborn. Leave must conclude within twelve (12) months after the birth.\*
- To care for, or spend additional time with, a newly adopted child or foster child. Leave must conclude within 12 months after the adoption or placement.\*
- To care for an immediate family member with a Serious Health Condition as defined below. Immediate family members include: spouse, child, or parent – but excludes a parent in-law.\*
- The employee's spouse, son, daughter or parent is on active duty or is called to active duty status in the Armed Forces for any of the following as defined by the FMLA: short-notice deployment, military events and related activities, childcare and school activities,

financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other additional activities as defined by the FMLA.

- The employee's spouse, son, daughter, or parent is a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period to the first date the eligible employee

\*If both a husband and wife work for the School, the amount of FMLA leave may be limited to a combined total of twelve (12) weeks.

*Leave to Care for a Covered Service Member.* The School provides eligible employees with twenty-six (26) weeks leave in a twelve (12) month period to care for a Covered Member of the Armed Forces. To be considered a Covered Member, the service member must either (1) be in active duty or (2) be a veteran receiving treatment, recuperation, or therapy for a serious injury or illness and the veteran must meet discharge and time requirements required by law. To qualify the eligible employee must (I) be the service member's spouse, son, daughter, parent, or next of kin; (II) the service member must have a "serious injury or illness" incurred in the line of duty on active duty that may render the service member medically unfit to perform duties of his/her office, grade, rank, or rating; (III) the leave must be taken to care for the covered service member while he/she is undergoing medical treatment, recuperation, therapy, or while he/she is on the temporary disability retired list; (IV) the service member had injuries or illnesses that existed before the beginning of the member's active duty and were aggravated by service in the line of duty on active duty in the Armed Forces and (V) additional requirements as provided by the relevant section of the FMLA. For leave to be granted, the School may request copy of active duty orders and a certification containing information permitted by law.

*Serious Health Condition.* Some leave under the FMLA requires a Serious Health Condition. A Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves any of the following:

- Overnight Stay. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility.
- Extended Treatment. A period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider.
- Multiple Treatments. Any absences to receive multiple treatments (including any period of recovery) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).
- Pregnancy or Prenatal Care. A period of incapacity due to pregnancy, or for prenatal care.
- Chronic Serious Health conditions. A period of incapacity or treatment due to a chronic serious health condition. (e.g., asthma, diabetes, epilepsy, etc).



- Severe or Permanent Condition: A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.).

#### Procedure for Requesting, Granting, & Returning from FMLA Leave

1. *Required Notice*. Leave applications must be made to Human Resources thirty (30) days in advance when the leave is foreseeable. If leave is unforeseeable, the employee must provide notice as soon as practicable. Failure to comply may result in the leave being denied, disciplinary action, and/or termination of the employment relationship.
2. *Formal Request*. Each employee must complete the necessary forms, notify his/her advisor, and return to Human Resources by the date provided. Human Resources will review the request and may require additional documents or information including, but not limited to the following:
  - a. documentation regarding the employee's inability to perform his/her job, employee's family member's disability status, continuing treatment and/or hospitalization needs;
  - b. expected duration and timing of the leave;
  - c. additional certification supporting his/her need for leave;
  - d. information regarding whether FMLA leave was previously taken or certified for same reason.
3. *Medical Certification*. If the employee requests leave for a "Serious Health Condition" of the employee or the employee's immediate family, the employee must provide a completed Health Certification Form by the health care provider. The medical certification must be completed fully and returned to Human Resources fifteen (15) calendar days of the date requested. Failure to provide medical certification within the prescribed period may result in leave being delayed or denied. The following conditions also apply:
  - a. if the leave is for a family member's serious health condition, the employee and family member's treating health care provider will each need to complete the relevant certification form;
  - b. the School, at the School's may require the employee to obtain a second or third medical certification. Additional requests shall comply with the relevant FMLA statutory provisions;
  - c. the School may ask the employee to permit contact with the health care provider;
  - d. the School may ask the health care provider to authenticate the certification; or the School may ask the health care provider to provide additional updates as it deems necessary.
4. *Granting or Denying Leave Status*. If the employee qualifies for leave, Human Resources will explain the rights and responsibilities that accompany the leave and will provide any additional information. If the employee does not qualify, Human Resources will inform the

employee in writing why the employee did not qualify. Employees granted leave will also be provided a written notice regarding the leave status. The written notice will describe the type of leave, the length of leave, the return-to-work date, and any additional requirements.

5. *During Leave.* Employees on FMLA leave are required to keep Human Resources informed of conditions, at periodic intervals.
6. *Returning to Work.* When an Employee knows his/her return-to-work date, the Employee must notify Human Resources and his/her advisor. The Employee may be required to provide necessary documentation stating the employee is able to return to work and perform all his/her work duties. Employees are required to perform all essential work duties, and the School may be unable to grant different duties because of continuing work restrictions. If an employee fails to provide the necessary notice, documentation, or fails to return promptly, the employee may not be reinstated to his/her job and/or may have his/her employment terminated.

#### Twelve Month Period

The School calculates the twelve (12) month leave period as a “rolling” 12-month period measured backward from the date an employee uses leave.

#### Continuous, Intermittent, and Reduced Schedule Leave

FMLA Leave is generally granted for a continuous period of time, but certain circumstances may require intermittent leave (leave taken in blocks of time) or a reduced schedule leave (reducing an employee’s working hours). Intermittent/reduced schedule leave may be taken when (1) medically necessary to care for a seriously ill family member, (2) because of the employee’s serious health condition, or (3) as approved by the School to care for a newborn or newly placed adopted/foster care child.

Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with the School so the leave does not unduly disrupt the School’s operation. For example, Employees must schedule leave for foreseeable appointments outside of work hours as is possible.

Only the amount of leave actually taken while on intermittent/reduced schedule leave will be charged as FMLA leave. Employees may not be required to take more FMLA leave than necessary to address the circumstances that cause the need for leave. Total leave time may not exceed a total of twelve (12) weeks in a rolling twelve (12)-month period.

#### Restrictions and Benefits During Leave

During leave, no employee may engage in any other employment. Additionally, the leave is limited to the purpose requested and may not be used for any other purpose including unrelated travel.

and/or vacation. An Employee that uses FMLA for any other purpose will be treated as if he/she voluntarily resigned from his/her position.

At the beginning of leave, the School will discuss how premium payments will be made. Employees' health insurance coverage will be continued during an FMLA leave and employees are responsible for making the per month payments for their health insurance to the School. There is a 30 day grace period for payments. If an employee is more than thirty (30) days late in payment for insurance, the insurance will be discontinued as of the date of non-payment. However, the School reserves the right to continue the insurance. When an employee returns to work after an FMLA leave, he/she will be reinstated in the insurance program with no additional requirements to re-qualify. If an employee does not return to work after FMLA leave, he/she may be required to reimburse the School for any benefit premiums paid.

#### Paid Leave & FMLA

An employee, on any FMLA leave including an intermittent/reduced schedule leave, is required to take any paid time he/she has available at the beginning of an FMLA leave and such paid time will run concurrently with and be counted against the FMLA leave entitlement. During an FMLA leave, no vacation or personal time benefits will accrue.

#### Additional Qualifying Events

If an employee is already on FMLA leave and the employee encounters a second matter that would qualify for leave, the employee may request a concurrent leave. The employee must follow the Procedure for Requesting leave, outlined above. The approved leave may overlap the existing leave and the employee is to return on later of the two leave periods.

#### Disseminating This Policy

The School shall post a notice of this policy in a conspicuous location.

*Federal:* 29 U.S.C. 2601-2654.

*Cross Reference:* Policy 5310, Compensation and Benefits Overview; Policy 5330, Benefits; Policy 5350, Time Off.