

This **CHARTER** is entered into by and between ST. ALOYSIUS (“**Sponsor**”) and **GLASS CITY ACADEMY** (“**School Governing Authority**” or “**School**”), the governing board of a new start-up Ohio public community school established as a public benefit corporation under Ohio Revised Code (R.C.) Chapter 1702.

WHEREAS, R.C. Chapter 3314 permits Ohio public community schools; and

WHEREAS, **St. Aloysius** is an authorized **Sponsor** under R.C. Chapter 3314; and

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at **1000 Monroe Street, Toledo, Ohio 43606** in **Lucas County, Ohio**; and

WHEREAS, the **School** is located in the **Toledo Public School District**; and

WHEREAS, the **School Governing Authority** wishes to fully state or restate its agreement to operate an Ohio community school;

NOW THEREFORE, the **School Governing Authority** and the **Sponsor** enter into this Charter pursuant to the following terms and conditions. All Attachments and Recitals to this Charter are incorporated by reference and made a part of this Charter.

## **ARTICLE I**

### **Purpose**

1.1 **Purpose.** This Charter authorizes the operation of the **School** pursuant to R.C. Chapter 3314. Such **School** shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the **School Governing Authority** may sue and be sued, acquire facilities as needed, and charter for services necessary for the operation of the **School**. The **School Governing Authority** may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.6 below.

1.2 **Non-Profit Corporation.** The **School** is established and operated as a non-profit corporation under R.C. Chapter 1702 if established prior to April 8, 2003. The **School Governing Authority** shall maintain in good standing the **School**'s status as a non-profit corporation. The **School Governing Authority** shall hold all rights to the name of the **School** and any trade names or fictitious names.

1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April 8, 2003. Attached as **Attachment 1.3** are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in writing to the

**Sponsor** within ten (10) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation after July 1, 2020, no later than December 31 of the current year, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS the **Sponsor** within ten (10) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within ten (10) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

1.4 **Sponsor.** The **Sponsor** shall carry out the responsibilities established by law and provide monitoring, oversight and technical assistance to the **School** in accordance with R.C. 3314.03(D) by completing the following:

- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
  - (i) Conduct site visits to the **School** as necessary; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in Attachment 6.4b, the state report cards issued for the **School** under R.C. 3302.03 and R.C. 3314.07, and any other analysis conducted by the Ohio Department of Education on at least an annual basis;
  - (i) Report on an annual basis the results of the evaluation conducted under R.C. 3314.03(D)(2) to the department of education and to the parents of students enrolled in the **School**; and
- (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See 2.7* below)); and
- (d) Take steps to intervene in the **School's** operation to address problems with the **School's** overall performance, to the extent necessary, appropriate, and consistent with law and this Charter.
  - (i) If necessary, declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**.
  - (ii) Provided prior written notice is delivered to all members of the **School Governing Authority**, the **Sponsor** may take over the operation of the **School**, including replacing the entire **School Governing Authority**, or any member of the **School Governing Authority**, should the **School Governing Authority** or any of its



members (a) fully resign or a majority of its members abandon their duties hereunder or at law, or (b) act(s) or omit(s) to act in a manner that is likely to cause immediate or irreparable harm to the **School** and/or its students, if the conditions are not remedied to the satisfaction of the **Sponsor**.

- (iii) The **Sponsor** may take steps to terminate the charter with the **School Governing Authority** or to suspend operation of the **School** if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**.
- (e) Monitor and evaluate the **School's** fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or losses before the end of the school year;
  - (i) Upon learning of financial difficulties or losses, the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
  - (ii) The **Sponsor** shall assist the **School Governing Authority** in developing the plan, if requested, and shall review and approve the plan within ten (10) business days of receipt; and
- (f) Provide in writing the annual assurances for the **School's** first year of operation or, if the school is not an internet- or computer-based school and it changes the building from which it operates, the opening of the first year it operates from the new building pursuant to R.C. 3314.19 ; and
- (g) Abide by the requirements in the **Sponsor's** contract with the Ohio Department of Education, even should those requirements affect the **School** and/or the **School Governing Authority**; and
- (h) Other activities designed to specifically benefit the **School**; and
- (i) Oversee closure of the **School**, in the event that the **School** voluntarily closes or is required to close by law or the terms of this Charter.

## ARTICLE II

### School Governing Authority

2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors or "Board") must contain at least five (5) Directors ("Directors" or "members"), who are not owners or employees, or relatives of owners or employees, of the **School** or any for-profit company that operates or manages the **School**. Further, **School Governing Authority** members shall be disinterested parties as defined by R.C. 102.03, 2921.42 and 2921.43. Current resumes which shall include full name, home and/or work address, a valid telephone number and electronic

mail address for each **School Governing Authority** member will be provided to the **Sponsor** prior to the member being appointed to the **School Governing Authority**.

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in the by-laws or code of regulations. The **Sponsor** shall be notified of any changes in members in writing including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within ten (10) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5) based on the **School Governing Authority's** approved policy.

Each **School Governing Authority** member agrees to execute a conflict of interest statement on an annual basis and provide a copy to the **Sponsor** within ten (10) days of signing.

The **School Governing Authority** must meet at least six (6) times per year and must send notice of all regular meetings to the **Sponsor** at least three (3) business days prior to the meeting. If the **School Governing Authority** calls a special meeting, notice must be sent twenty-four (24) hours prior to the meeting. If the **School Governing Authority** calls an emergency meeting, notice must be sent immediately. The **School Governing Authority** must maintain a policy regarding how it will notify the public of all meetings. The **School Governing Authority** shall submit a meeting schedule to the **Sponsor** no later than July 1<sup>st</sup> of each school year. Any changes to the meeting schedule must be communicated within ten (10) business days of the change being approved.

All names of **School Governing Authority** members shall be posted on the **School's** website and updated timely as necessary.

2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training. If the member chooses to complete the training offered by the **Sponsor**, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the **Sponsor**, this training must be at least four (4) hours in length and be completed within six (6) months of appointment to the Board. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** discretion.

2.3 **Criminal Background Checks of Governing Authority Members.** Under R.C. 3314.19(I), all **School Governing Authority** members are required to obtain a clean criminal background check in the manner prescribed by R.C. 3319.39, including both BCII and FBI. The BCI and FBI background checks must have been completed within one (1) year prior to the **School Governing Authority** member being appointed to the **School Governing Authority**. A potential **School Governing Authority** member shall not serve on the **School Governing Authority** unless and until a copy of the BCII and FBI check has been received by the **Sponsor**. The **Sponsor** shall approve the potential **School Governing Authority** member pursuant to R.C. 3314.02(E)(2)(a) and communicate the approval to the **School Governing Authority** within ten (10) business days

of the request. Each Board Member shall sign a consent to release their background check to the **Sponsor**. Background checks will not be accepted if submitted by the **School Governing Authority** member or sent to the **School Governing Authority** member's address.

2.4 **Material Adverse Effect**. The **School Governing Authority** shall deliver to the **Sponsor** promptly upon any director, trustee, officer, employee, operator employee or agent of the **School Governing Authority** obtaining knowledge of any event or circumstance that could reasonably be expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the **School** including, but not limited to:

- (a) Any material breach of any covenant or agreement contained in this Charter, or
- (b) Any notice given to the **School Governing Authority** or any other action taken with respect to a claimed default under any financing obtained by the **School Governing Authority**, or
- (c) The failure of the **School Governing Authority** to comply with the terms and conditions of any certificates, permits, licenses, governmental regulations, a report in reasonable detail of the nature and date, if applicable of such event or circumstance and the **School Governing Authority's** intended actions with respect thereto; or
- (d) The institution of or threat of any action, suit, proceeding, governmental investigation or arbitration against or affecting the **School Governing Authority** or any property thereof (collectively, "Proceedings") not previously disclosed in writing by the **School Governing Authority**; or
- (e) Any material development in any Proceedings to which the **School Governing Authority** is a party or the **School Governing Authority's** property is subject.

Written notice of any of the above must be submitted to the **Sponsor** no later than ten (10) business days after receipt of notice provided to the **School Governing Authority**, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the **School Governing Authority** or, if there has been no change since the last such report, a statement to that effect, shall promptly be sent to the **Sponsor**. Other such information as may be reasonably requested by the **Sponsor** to enable the **Sponsor** and its counsel to evaluate any of such Proceedings shall be sent immediately upon request by the **Sponsor**.

2.5 **Sponsor Oversight**. The **School Governing Authority** and the **School's** administration covenant and agree to cooperate fully with the **Sponsor** in all activities as required by regulations of the Ohio Department of Education for oversight of the **School**. This includes, but is not limited to:

- (a) Compliance site visits as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain documentation of all verification of compliance which shall be readily accessible at all times.

- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to [financials@charterschoolspec.com](mailto:financials@charterschoolspec.com) no later than the 15<sup>th</sup> of every month for the previous month's financial activity. The reports submitted may be in a format determined by the **School Governing Authority**, but must include:
- (i) Cash Fund Report – a listing of all funds used showing the month's and year's activity and balances; and
  - (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and
  - (iii) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form; and
  - (iv) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts; and
  - (v) Check Register – a listing of all checks for the month; and
  - (vi) Cash Reconciliation – a book to bank reconciliation of all cash accounts with copies of bank statements; and
  - (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30 day increments; and
  - (viii) Enrollment Records – in the form of monthly FTEs; and
  - (ix) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report.

Fiscal Officers will be notified if a deadline is not met and/or if reports submitted do not contain all of the data required. Both the Fiscal Officer and **School Governing Authority** will be notified if the **Sponsor** does not receive the required data within seven (7) calendar days of the deadline. Additionally, failure to provide the **Sponsor** with the required data within fifteen (15) calendar days of the deadline may result in a Corrective Action Plan; and

- (c) Signature on this document shall be evidence of granting access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School** to the extent permitted by section 11.3 of this Charter and applicable law.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Ohio Department of Education, or other required governmental agencies.



- (e) **Sponsor** representatives may act as non-voting ex-officio Board Members and shall be included in executive sessions unless explicitly excused by the **School Governing Authority** so that the **Sponsor** may be discussed or to avoid inadvertent waiver of attorney client privilege. When any **Sponsor** representative is included in an executive session, they will abide by all applicable confidentiality rules.
- (f) The **School Governing Authority** shall have a post-audit conference. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses not to participate.

2.6 **Technical Assistance and Training by Sponsor.** The **Sponsor** may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** deems appropriate or as the current law requires. The **School**, **School** employees, and **School Governing Authority** may be required to attend training and receive technical assistance at the direction of the **Sponsor**.

2.7 **Governing Authority Contracts.** If the **School Governing Authority** contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator with which the **School** has contracted, if any.

2.8 **Internal Financial Controls.** The **School Governing Authority** shall submit copies of all policies and procedures regarding internal financial controls adopted and include them as [Attachment 2.8](#) in this charter agreement.

2.9 **Public Records and Open Meetings Training.** The **School Governing Authority** members, the designated fiscal officer of the **School**, the chief administrative officer and other administrative employees of the **School**, and all persons contracted by the **School's** operator for supervisory or administrative services, if any, shall complete training on an annual basis on the public records and open meetings laws.

### **ARTICLE III**

#### **Operations**

3.1 **Student Transportation.** The **School Governing Authority** will work to assure that transportation of students is provided to the extent that such transportation is required by law and shall maintain a transportation plan at all times in accordance with R.C. 3327.016. If the **School Governing Authority** has entered into an agreement with the local school district that designates the **School Governing Authority** as responsible for providing or arranging for the transportation of the district's native students to and from the community school pursuant to R.C. 3314.091(A), the agreement shall be submitted to the **Sponsor** for approval. If the **School Governing Authority** assumes the responsibility for the transportation of the local district's native students by notifying the local district pursuant to R.C. 3314.091(B)(2), then it shall notify the **Sponsor** of that decision and provide a transportation plan.

3.2 **Management by Third Parties.** Should the **School Governing Authority** enter into any contract for management or operation of the **School** or its curriculum or operations, or any portion thereof, such fully executed contract must be reviewed and negotiated by an attorney, independent of the **Sponsor** or the operator with which the **School** has contracted. The final contract shall be attached as [Attachment 3.2](#).

If the **School Governing Authority** desires to enter into a contract with an operator after execution of this Charter, change operators during the term of this Charter, or remove an operator and operate the **School** independently, the **School Governing Authority** shall submit information using the application provided by the **Sponsor**.

The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within a reasonable amount of time. The **Sponsor** shall approve the proposed operator or the **School's** independent operation prior to execution of a contract with the proposed operator or termination of the contract with the current operator. Such approval shall not be denied without cause. If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract within ten (10) business days of execution. This contract shall be incorporated as [Attachment 3.2](#).

If the operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the operator must provide a detailed accounting of the nature and costs of the services it provides to the **School**, acceptable to the Auditor of the State of Ohio. This information shall be included in the footnotes of the financial statements of the **School** and be subject to audit during the course of the regular financial audit of the **School**.

If the operator loans money to the **School** or **School Governing Authority**, all moneys loaned, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

If the **School** permanently closes and ceases its operation as a community school, any property that was acquired by the operator of the **School** in the manner prescribed in R.C. 3314.0210 shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.

The **School Governing Authority** shall evaluate the performance of its operator. This evaluation shall occur annually and a report of the evaluation shall be submitted to the **Sponsor** by October 30<sup>th</sup> of each year, excluding the first year of operation.

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

3.4 **Disposition of Assets.** To the extent permitted under Chapter 1702 of the Ohio Revised Code and the Internal Revenue Code with respect to a school which is a 501(c)(3) tax exempt organization, if the **School** permanently closes, the **School** and **School Governing Authority** agree to distribute all assets in accordance with Sections 3314.015(E) and 3314.074 of the Ohio



Revised Code. The **School** shall comply with the closing procedures as agreed to in [Attachment 3.4](#).

3.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30<sup>th</sup> of each school year, unless the mission of the **School** is solely to serve dropouts. In its initial year of operation, if the **School** fails to open by the thirtieth (30<sup>th</sup>) day of September, or within one (1) year after the adoption of the charter if the mission of the **School** is solely to serve dropouts pursuant to division (D) of section 3314.02 of the Revised Code, the charter shall be void.

3.6 **Safety Plan.** Under R.C. 3313.669, 3313.6610 and 5502.262, the **School Governing Authority** or designee shall submit to the director of public safety an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes. The **School Governing Authority** or designee shall also file a copy of the plan with each law enforcement agency that has jurisdiction over the school building.

3.7 **Racial and Ethnic Balance.** The **School** will attempt to achieve or continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in [Attachment 3.7](#). Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the racial and ethnic balance of the **School** each school year in order to make necessary adjustments to any marketing plans currently used by the **School** in order to attempt to be reflective of either the community it serves or the local traditional public school district in which the **School** is located.

3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26, tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.

3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as [Attachment 3.9](#) and shall be followed. Any change in these procedures shall be reported in writing to the **Sponsor** within ten (10) business days. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:

- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude, except to the extent that the **School** limits admission to “at risk” students pursuant to (b) below;
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, 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 that meet a definition of “at-risk,” as defined within this Charter, (iii) residents of a specific geographic area within the district, as defined in this Charter, (iv) separate groups of autistic students and nondisabled students under R.C. 3314.061 and as defined in this Charter, and/or (v) single-gender students of either sex.

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

- (c) The **School Governing Authority** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located. That policy shall comply with the admissions procedures specified in sections 3314.06 and 3314.061 of the Revised Code and, at the sole discretion of the **School Governing Authority**, shall do one of the following:
- (i) Prohibit the enrollment of students who reside outside the district in which the **School** is located; or
  - (ii) Permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located; or
  - (iii) Permit the enrollment of students who reside in any other district in the state.
- (d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on their local policy for early entrance. If it is the intent of the **School** to admit students who do not meet the statutory deadline for regular admission, the **School Governing Authority** must adopt its own local policy for early entrance.

3.9.1 The **School Governing Authority** agrees to provide notices to students, parents, employees and the general public indicating that all of the **School’s** educational programs are available to its students without regard to race, creed, color, national origin, sex and disability. Further, the **School** shall provide a non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms and promotional materials other than radio advertisements.

3.9.2 The **School Governing Authority** agrees to provide a copy of the most recent Local Report Card to parents during the admissions process under R.C. 3313.6411(B).



3.10 **Attendance Policy.** The **School Governing Authority** must 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 seventy-two (72) consecutive hours of the learning opportunities offered to the student. The **School** and **School Governing Authority** shall ensure all attendance and participation policies will be available for public inspection. The **School's** attendance and participation records shall be made available to the Ohio Department of Education, auditor of state and the **Sponsor** to the extent permitted under and in accordance with the Family Educational Rights and Privacy Act of 1974, ("FERPA") 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.

3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law, and the **School** must also maintain a policy for the discipline of students receiving special education services.

3.12 **Students with Disabilities.** The **School** will comply with all federal and state laws regarding the education of students with disabilities and be in a position to provide services upon admission and/or identification. The **School** shall provide all necessary related services or the **School Governing Authority** may contract for related services. The **School Governing Authority's** plan to provide these services is included in [Attachment 3.12](#).

3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. 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, at its sole discretion, operate the **School** in the event the **School Governing Authority** fails to continue until the end of the approved school year or is otherwise suspended or terminated, or replace the entire **School Governing Authority** or any member of the **School Governing Authority**, should the **School Governing Authority** or any of its members abandon or be in material breach of its duties hereunder or at law. Provided however, the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.

3.14 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, if an internet or computer-based community school, shall comply with the requirements in R.C. 3314.013 (Limits on start-up schools) and R.C. 3314.033 (Standards governing operation of internet- or computer-based community schools).

3.15 **Community School Bond.** No **School** shall initiate operation after February 1, 2016, unless the **School Governing Authority** has posted a bond in the amount of fifty thousand dollars with the auditor of state. In lieu of the bond, the **School Governing Authority**, the **Sponsor**, or the operator may deposit, with the auditor of state, cash in the amount of fifty thousand dollars as guarantee of payment under R.C. 3314.50. In lieu of a bond or a cash deposit, the **Sponsor** or the operator may provide a written guarantee of payment, which shall obligate the **Sponsor** or operator

to pay the cost of audits of the **School** up to the amount of fifty thousand dollars. Any such written guarantee shall be binding upon any successor entity that enters into a contract to **Sponsor** or to operate the **School**, and any such entity, as a condition of its undertaking shall acknowledge and accept such obligation.

3.16 **Residency Policy.** The **School Governing Authority** must adopt a Residency Policy. The **School** shall annually submit to the Ohio Department of Education and auditor of state a report of each instance under which a student who is enrolled in the **School** resides in a children's residential center as defined under R.C. 5103.05.

## **ARTICLE IV**

### **Compliance With Laws**

4.1 **Compliance with State Laws.** The **School** shall comply with sections 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), 311.29 (Authority for the county sheriff to contract with a community school for police services), 2151.357 (Response respecting sealed records), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.07 (Requirement to report financial information to the State Board), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0714 (Guidelines for statewide education management information system, as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0723(C) (Data verification code for younger children receiving state services), 3301.0729 (Time spent on assessments), 3301.52 to 3301.59 (Preschool program standards and licensing), 3301.60 (Interstate Compact on Educational Opportunity for Military Children), 3301.947 (Privacy of data during testing), 3301.948 (Provision of data to multi-state consortium prohibited), 3302.037 (Notification of report card results to parents, boards), 3302.13 (Reading achievement improvement plans), 3302.16 to 3302.18 (Community learning centers), 3302.20 (Standards for determining operating expenditures), 3309.013 (Exclusions from definition of employee under ORC section 3309.01), 3311.742 (Municipal school district student advisory committees), 3313.131 (Member of governing authority of community school prohibited from membership on board of education), 3313.375 (Lease-purchase agreement for building or improvements to building), 3313.411 (Lease or sale of unused school facilities), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.539 (Concussions and school athletics), 3313.608 (Third Grade Reading Guarantee), 3313.602(D) (Veteran's Day Observance), 3313.605 (Community service education program), 3313.609 (Grade Promotion and Retention Policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Advanced standing programs 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), 3313.6024 (Reporting on prevention-focused programs), 3313.6025 (Instruction on proper interactions with peace officers), 3313.6026 (FAFSA data sharing

agreement), 3313.6111 (State seal of biliteracy), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 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, intimidation, or bullying required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.669 and 3313.6610 (SAVE Students Act), 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), 3313.7110 (Procurement of epinephrine autoinjectors for public schools), 3313.7112 (Diabetes care), 3313.7113 (Procurement of inhalers by board), 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), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food and beverages sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.818 (Breakfast programs), 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), 3317.161 (Approval of career-technical education programs), 3319.073 (In-service training in child abuse prevention programs), 3319.077 (Teacher professional development in dyslexia), 3319.078 (Structured literacy certification), 3319.22 through 3319.31 (Licensure/certification of employees), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion), 3319.47 (Sexual harassment counseling), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian, or other person having care of any absent student), 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), 3323.19 (Comprehensive eye examination), 3323.251 (Dyslexia screening), 3327.01, 3327.02 and 3327.09 (Student Transportation, to the extent applicable), 3327.10 (Qualifications of drivers), 3327.16 (Volunteer bus rider assistance program), 3333.81 to 3333.88 (Requirements related to student participation in distance learning courses), 3365.032 (Withdrawal or denial of credit due to expulsion), 3737.73 (Fire and tornado safety precautions), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (School emergency management plans), 5705.391 (Board of education spending plan), 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), 3323 (Education of Children with Disabilities), 3365 (College Credit Plus Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4117 (Public Employees' Collective Bargaining), 4123 (Workers' Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district, or, if not required to comply as if it were a school district, to the extent required of community schools. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory are also mandatory under this Charter.

The **School** shall comply with Chapter 102 (Public Officers – Ethics), section 2921.42 (Having an unlawful interest in a public contract) and section 2921.43 (Soliciting or accepting improper compensation) of the Ohio Revised Code. The **School Governing Authority** must maintain a general conflict of interest policy.

The **School** shall also comply with R.C. 3302.04 (School district improvement support – continuous improvement plan) and R.C. 3302.041 (Implementation of corrective actions), including division (E) of R.C. 3302.04 to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by the **Sponsor**. The **Sponsor**, however, shall not be required to take any action under R.C. 3302.04(F).

The **School** will comply with sections 3313.6021 and 3313.6023 of the Revised Code (Requirements to provide instruction in CPR and use of AED) as if it were a school district unless it is either of the following: (i) An internet- or computer-based community school; or (ii) A community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of section 3314.35 of the Revised Code.

The **School** will comply with section 3321.191 of the Revised Code (Adoption of policy regarding student absences; intervention strategies), unless it is an internet- or computer-based community school that is subject to section 3314.261 of the Revised Code.

The **School**, unless it is an internet- or computer-based community school, shall comply with R.C. 3313.801 (Display of national and Ohio mottoes) as if it were a school district.

The **School** shall comply with Ohio Administrative Code Section 901:5-11-15 governing pesticide policies.

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



## ARTICLE V

### Facilities

5.1 **Location of Facility.** The primary facility to be used for the **School** will be maintained at **1000 Monroe Street, Toledo, Ohio 43604**. The School maintains a second facility at **1430 Idaho Street, Toledo, Ohio 43605** and complies with R.C. 3314.05 with respect to its multiple facilities. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within ten (10) business days of its execution and shall be incorporated into this charter as **Attachment 5.1(a)**. If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within ten (10) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the operator, must be documented in writing.

The **School Governing Authority** shall provide the following information in **Attachment 5.1(b)**:

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

The facility will not be materially changed and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease, mortgage payments, or capital improvement costs must be consistent with the yearly budgets given to and approved by the **Sponsor**. In any material change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. The **Sponsor** shall not be liable for the debts, obligations or business of the **School** or the **School Governing Authority**, but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.

5.2 **Tax Exempt Status.** Under R.C. 5709.07, real property used by a **School** for primary or secondary educational purposes, including only so much of the land as is necessary for the proper occupancy, use and enjoyment of such real property by the **School** for primary or secondary educational purposes shall be exempt from taxation. This exemption does not apply to any portion of the real property not used for primary or secondary educational purposes.

5.3 **Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established

by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until which time the **Sponsor** has viewed all health and safety permits and if in order, provided the **School** an Assurances Document as specified by the State Board of Education. Facilities will be maintained in a clean, healthy manner to the satisfaction of the **Sponsor** and/or as indicated by proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.

5.4 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority** is solely responsible for the sale, lease or other distribution of the facility. The **School Governing Authority** agrees to maintain the facility until such time as the facility is sold or leased to another entity.

## ARTICLE VI

### Educational Program

6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum of the number of students as required by R.C. 3314.03(A)(11)(a); and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades 11-12 and ages 15-22. The **School** shall provide an education plan as detailed in [Attachment 6.3](#) for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the **School**, it shall submit a resolution requesting a charter modification to add grades. The **Sponsor** shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

6.1.1 Thirty (30) days prior to the first day of school, the **School** shall have seventy-five (75) students enrolled. If the **School** does not have seventy-five (75) students enrolled, the **Sponsor** shall review the number of students enrolled, the financial and organizational position of the **School** and all other opening assurances requirements as prescribed by the Ohio Department of Education. If the **Sponsor** determines that the number of students enrolled and the financial and organizational position of the **School** are not sufficient for the **School** to remain open for the entire school year, the **Sponsor** will require a guarantee of funding from the management company or other sources to keep the **School** in operation for the entire school year. The **School** will provide the guarantee and all necessary financial data relative to the funding sources for approval prior to the due date for opening assurances documents to be submitted to the Ohio Department of Education.

6.1.2 If the **School** does not maintain enrollment of seventy-five (75) students during the school year, the **Sponsor** may place the **School Governing Authority** on a corrective action plan, probation or suspend the **School's** operations.



6.2 **Continuing Operation.** The **School** agrees to continue operation by teaching the minimum number of students permitted by law. Time is of the essence in continuing operation. Failure to continue operation without interruption is grounds for termination of this Charter.

6.3 **Curriculum.** For purposes of this Charter, in **Attachment 6.3**, the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into **Attachment 6.3**. Any change in vision, mission, philosophy, goals, focus of the curriculum, and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned to the Ohio's Learning Standards including English, Language Arts and Mathematics, Science and Social Studies content standards and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. **Attachment 6.3** encompasses a description of the learning opportunities that will be offered to students including both classroom based and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2). **Attachment 6.3** shall also include an explanation of how the educational program will be implemented within the **School's** facility.

6.3.1 The **School Governing Authority** shall provide the **Sponsor** with a school calendar that includes testing/assessment dates [state, diagnostics, nationally normed and local] and professional development days and bell schedule that includes collaborative teacher planning time each year for approval by a date prescribed by the Ohio Department of Education. The **School Governing Authority** may not change the school calendar or hours in which the **School** is open for instruction without prior approval from the **Sponsor**, notification to the Ohio Department of Education, and after consulting with each local traditional school district that transports students to the **School**. Any changes made without this approval may result in a corrective action plan.

6.3.2 The **School** shall develop a prevention/intervention plan not related to the special education non-discriminatory evaluation process for all students not found proficient on the Ohio system of assessments and/or the current tests being required by the Ohio Department of Education. Each year, the **School** shall update the plan and develop additional plans relative to individual student performance.

6.4 **Accountability Standards.** The **School's** academic and non-academic goals shall be reflected in the **School's** School Improvement Plan approved by the **School Governing Authority**. During the first year a **School** enters into sponsorship with St. Aloysius, the **School** shall establish one or two academic and one non-academic goal that will impact grade card performance and align to grade card components by October 15<sup>th</sup>. The **School** and **School Governing Authority** are subject to interventions as detailed in the accountability plan in **Attachment 6.4b**. The **School Governing Authority** and **Sponsor** acknowledge that some performance measures may not be available for a given school, a particular contract year, or

instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the **School** will be evaluated, to the extent possible, on available indicators from the performance framework, and the **Sponsor** may consider qualitative data from other methods of data collection.

6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments recognized by the Ohio Department of Education as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**, to the extent such assessments are applicable to the **School**. All assessments must be timely and properly administered. The nationally normed standardized assessment approved by the Ohio Department of Education as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** upon request and no later than June 30<sup>th</sup> of each school year. In addition to the required testing, the **School** must assess and keep benchmarks if required by the Ohio Department of Education related to interim progress. The **School** must report the benchmarks required by ODE to the **Sponsor**. All assessments required by the **Sponsor** are identified in **Attachment 6.5.** The **School** and **School Governing Authority** shall also comply with all applicable provisions of Every Student Succeeds Act (ESSA).

6.6 **High School Diplomas.** If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.6013, 3313.61, 3313.611, 3313.614, 3313.615, 3313.618, 3313.6114, 3301.0710, 3301.0711, 3301.0712 of the Ohio Revised Code as applicable, to the extent required by law and in the manner indicated in section 4.1 of this Charter. At least thirty (30) days before any graduation, the **School** shall make available upon request a list of graduates and proof of meeting all Ohio Department of Education graduation requirements and any other **School Governing Authority** requirements.

## **ARTICLE VII**

### **Reporting**

7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Charter, local report card rating, value added rating, and school improvement status of the most current school year as issued by the Ohio Department of Education and statement from the **Sponsor**.

7.2 **Reports to Sponsor.** The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in section 2.5 of this Charter.



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

## ARTICLE VIII

### Employees

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. Upon request, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) or forty (40) hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom, except with prior approval from the **Sponsor** for supplemental courses only, for example, test preparation. 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 1 to 25. The **School** may also employ necessary non-teaching employees. To the extent state licensure requirements change during the term of this Charter, the **School** shall comply with state licensure standards and shall not be required to comply with licensure requirements contained in this section, to the extent they conflict.

Prior to opening day, 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, as well as the credentials and background checks for all staff of the **School**. In addition, persons with only long-term substitute licenses may be employed only if their license is in the grade level and content area they are teaching. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all **School** staff that aligns to the organizational chart included as [Attachment 8.1](#).

8.1.1 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.

8.2 **Staff Evaluation.** The **School** must use the OTES or OPES process, or similar valid model, for evaluating teachers and principals/superintendents that includes goal setting based on the Ohio Standards for the Teacher Profession or the Ohio Principal Standards or the Ohio Superintendent Standards, student performance measures (as defined by Ohio Department of Education), and an annual review that includes not less than two (2) formal observations and written evaluation reports. Any person conducting reviews must be credentialed by the Ohio Department

of Education, hold a current credential at the time of the evaluations, and follow rubrics aligned to the OTES and OPES models. A **School Governing Authority** member or designee and/or regional manager of the operator, if any, shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent.

8.3 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Charter, so long as no contract of employment extends beyond the term of this Charter. The requirements and procedures regarding the disposition of employees of the **School** in the event this Charter is terminated or not renewed under R.C. 3314.07 are set out in [Attachment 8.3](#).

8.4 **Employee Benefits.** The **School** must provide to all full-time employees health and other benefits as set out in [Attachment 8.4](#). In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes [Attachment 8.4](#) 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 Charter. The **School** shall establish and/or update an employee handbook prior to the first day of school each year.

8.5 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes of receiving and reviewing the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment, the applicant shall be released from employment.

All vendors and contractors that provide essential school services shall show proof, which may be provided through their employer, that they have been the subject of a criminal records check in accordance with and to the extent required by R.C. 3314.41.

All volunteers, vendors or contractors undergoing a criminal background check must sign consent to release the results to the **Sponsor**.

The **School** must comply with the teacher misconduct reporting laws and updated background check requirements found in R.C. 3319.31, 3314.40, 3314.401 and OAC 3301-20.



## ARTICLE IX

### Finance

9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07(B)(2), and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The **Sponsor** shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor, or the **School Governing Authority**, of all post audit conferences in order to review the **School's** annual audit prior to the document being finalized and released.

9.2 **Fiscal Officer.** The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the **School Governing Authority** each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within seven (7) business days after approval. Under R.C. 3314.011, prior to assuming the duties of fiscal officer of the **School**, the fiscal officer shall be licensed as provided for in Ohio Revised Code 3301.074.

9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.

9.2.2 The **School Governing Authority** must maintain funds in an amount of not less than twenty thousand dollars (\$20,000) in the event the **School** closes.

9.3 **Fiscal Bond.** The fiscal officer shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned for the faithful performance of all of the official duties required of the **School** fiscal officer. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.

9.4 **Budget.** A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as **Attachment 9.4**. Each year, the **School Governing Authority**, with the assistance of the **School's** designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Ohio Department of Education. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by

a third party operator, the **School Governing Authority** must procure from such operator sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law.

9.5 **Borrowing Money.** The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within ten (10) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.

9.6 **Payment to Sponsor for Oversight.** For and in consideration of three percent (3%) of all funds received by the **School** from the State of Ohio for operating expenses, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law, provided the total oversight fee shall never exceed statutory limits. Payments to the **Sponsor** are to be made monthly by automatic ACH debit from the **School's** checking account, and the **School Governing Authority** agrees to sign a Recurring ACH Payment Authorization form. Automatic ACH debits for sponsorship fees will be initiated five (5) business days after the state foundation payments are received by the **School**, allowing the **School's** fiscal officer time to review and/or dispute the amount to be debited. In the event that the **School** is entitled to recoup an overpayment made to the **Sponsor**, the **Sponsor** agrees to repay such amount according to a mutually agreeable schedule, not to exceed two (2) years.

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

## **ARTICLE X**

### **Insurance/Indemnification**

10.1 **Liability Insurance.** Commercial general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The **School Governing Authority** shall also maintain directors' and officers' liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The insurance coverage shall be not only for the **School** and the **School Governing Authority**, and its Directors, officers and employees, but also provide additional insured status for the **Sponsor and Charter School Specialists as additional insureds, not just certificate holders.** The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.

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

- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter;
- (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities, including without limitation, any action approved by the **School Governing Authority** under ORC 2923.122(D)(1)(d); and
- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties in any way related to the **School** and/or **School Governing Authority**.

10.3 **Indemnification if Employee Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **School Governing Authority** and the **School** shall indemnify and hold harmless the **Sponsor** and its board members, Superintendent, employees and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the **School Governing Authority**.

## **ARTICLE XI**

### **General Provisions**

11.1 **Charter Authorization.** Before executing this Charter, the **School Governing Authority** shall employ an attorney, who shall be independent from the **Sponsor** or operator, if any, to review and negotiate the agreement per R.C. 3314.036. The **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 15<sup>th</sup> of the year in which the **School** intends to open. For renewal schools or schools changing sponsors, this resolution must be passed by June 1<sup>st</sup> of the year in which the charter ends.

11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Charter, or by the **Sponsor**, contracts entered into by the **School Governing Authority** with third parties shall provide for a right to cancel, terminate or non-renew effective each June 30<sup>th</sup>, or upon termination of this Charter.

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

The **Sponsor** agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit **Sponsor** employee(s)’ access to only those records in which they have legitimate educational interests and that, as required by law, the **Sponsor** will destroy the educational records when no longer needed for the purposes outlined in this Charter, or otherwise needed under state or federal law or any applicable Court Order.

The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor’s** failure to comply with FERPA, or the **Sponsor’s** failure to comply with other state and federal laws regarding the privacy of education records and the results of criminal records checks. The **Sponsor** may be responsible for liability or adverse consequence(s) resulting from an accidental or other deletion, release, or alteration of information or data systems of the **School** or Ohio Department of Education as a result of such access, if the **Sponsor’s** negligence can be proven.

11.4 **General Acknowledgements.** The **School Governing Authority** specifically recognizes and acknowledges the following:

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (b) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.

- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to R.C. 3314.51.
- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.
- (h) The **Sponsor** or **Sponsor's** designee has a legitimate educational interest in the educational records of the **School** and grants to the **Sponsor** and the **Sponsor's** designee access to educational records under Education FERPA to the extent permitted by law and as outlined in section 11.3 of this Charter.
- (i) If the **School** closes, the Superintendent shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

11.5 **Dispute Resolution.** The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the Columbus Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County, unless the parties agree otherwise, and all costs of the mediator shall be split equally between the parties.

11.6 **Term.** This Charter shall be for a term of seven (7) years commencing on **July 1, 2023 and ending on June 30, 2030**. During the **2029-2030** school year, the **School Governing Authority** shall undergo a high stakes review conducted by the **Sponsor**. The high stakes review shall include a review of the data included in the performance framework of Attachment 6.4.

11.7 **Contract Performance Measures.** Each approved new school applicant will be given an initial term of six (6) years to provide the opportunity for review of a full five (5) years of data. If St. Aloysius is not permitted under its agreement with ODE to grant an initial six (6) year term to any approved new school applicant, the school's term shall be automatically renewed to fulfill an



initial six (6) year term to provide the opportunity for review of a full five (5) years of data. **Schools** may be granted safe harbor from closure under R.C. 3314.35, but this does not preclude the **Sponsor** from evaluating and closing the **School** for non-performance under these measures.

- (a) Within the term of this Charter, the **School** may be permanently closed if the Ohio Department of Education determines that the condition(s) outlined in ORC 3314.35 have been met;
- (b) If the **School** receives a rating of at least Meets in at least one (1) applicable local grade card (LRC) component for the most recent school year or its overall report card score as calculated on the local report card is greater than three (3) of the five (5) comparison schools listed below, the **School** shall be eligible to be considered for renewal. If an overall report card score is not available, the schools will be compared using the index value as calculated for the progress component on the local report card or equivalent. After the **School** is deemed eligible for renewal, a high stakes review will be conducted based on the performance framework comprised in Attachment 6.4 and the renewal application.
  - (i) **Skyway Career Prep High School**
  - (ii) **Achieve Career Preparatory Academy**
  - (iii) **Invictus High School**
  - (iv) **North Woods Carer Prep High School**
  - (v) **Towpath Trail High School**
- (c) If the **School** receives a rating of at least Meets in only one LRC graded measure and outperforms at least three (3) of its five (5) comparison schools as detailed above, it is eligible for a contract term of up to three (3) years.
- (d) If the **School** receives a rating at least 2 Stars in multiple LRC graded components and outperforms at least three (3) of its five (5) comparison schools, it is eligible for a contract term between three (3) to five (5) years.
- (e) If the **School** receives at least Meets in multiple LRC graded components, it is eligible for a contract term between five (5) to seven (7) years.
- (f) If the **School** receives at least 4 Stars in multiple LRC graded components, it is eligible for a contract term between seven (7) to ten (10) years.

#### 11.8 **Non-renewal of this Charter.**

- (a) After conducting a high-stakes review of the **School**, the **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:
  - (i) Failure to meet student performance requirements stated in this Charter;
  - (ii) Failure to meet generally accepted standards fiscal management;
  - (iii) Violation of any provision of this Charter or applicable state or federal law;

- (iv) Other good cause.

By January 15<sup>th</sup> of the termination year of this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Charter.

- (b) If the **School Governing Authority** does not intend to renew this Charter with the **Sponsor**, the **School Governing Authority** shall notify the **Sponsor** in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Charter. In such a case, the **School Governing Authority** may enter into a Charter with a new **Sponsor** in accordance with R.C. 3314.03, upon the expiration of this Charter or at the sole discretion of the **Sponsor**, by an assignment of this Charter before its expiration date.

11.9 **Probation.** The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School Governing Authority** is in a probationary status, after consulting with the **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation and after receiving the **School Governing Authority's** written assurances (satisfactory to **Sponsor**) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the current school year. The **Sponsor** may proceed to suspension, termination or take-over of operations if the **Sponsor** finds at any time, that the **School Governing Authority** is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. For purposes of this Charter, the **Sponsor** agrees to attempt to declare probationary status with the **School Governing Authority**, before proceeding to suspension, except in extraordinary circumstances such as those involving the health and safety of students, or waste or illegal use of state or federal funds.

11.10 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Charter, or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Charter or applicable state or federal law, (4) other good cause, if the **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with five (5) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the **School Governing Authority** fails to submit a remedy or fails to implement the remedy.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within five (5) business days. At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

Under R.C. 3314.03, if the **School Governing Authority** fails to remedy the conditions cited by the **Sponsor** as reasons for the suspension by the thirtieth (30<sup>th</sup>) day of September of the school year immediately following the school year in which the operation of the **School** was suspended, this Charter shall become void.

11.11 **Termination of the Charter.** The **Sponsor** may choose to terminate this Charter for any of the following reasons: (1) failure to meet student performance requirements stated in this Charter, (2) failure to meet generally accepted standards of fiscal management, (3) violation of any provision of this Charter or applicable state or federal law, or (4) other good cause.

Additionally, if the **Sponsor** has suspended the operation of this Charter under R.C. 3314.072, the **Sponsor** may choose to terminate this Charter prior to its expiration.

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

The termination of this Charter shall be effective upon the occurrence of the later of the following events:

- (a) ninety (90) days following the date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as provided for above; or
- (b) if an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice.

If this Charter is terminated for failure to meet student performance requirements stated in this Charter or for failure to meet generally accepted standards of fiscal management, then the **School Governing Authority** shall not enter into a charter with any other **Sponsor**.

11.12 **Compliance with Requests of Sponsor.** The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor** and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or non-renewal of this Charter. Timeliness is defined as an answer in writing within ten (10) business days (unless a shorter time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.

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

11.14 **Assignments.** This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.

11.15 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor** or **Sponsor's** designee, the President; or, in the case of the **School Governing Authority**, the President and the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School**, its administrator, any board member, or the **School Governing Authority's** attorney.

Should the **School** be abandoned by or not have in place an administrator or an authorized Director of the **School Governing Authority**, the **Sponsor** may give notice to the Ohio Department of Education.

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

11.17 **Changes or Modifications.** This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. The **School Governing Authority** acknowledges that the **Sponsor** is expected to propose updates to this Charter on an annual basis to address changes in applicable law or regulation or changes in the Ohio Accountability System. Therefore, the **School** agrees that annual amendments to this Charter may be necessary. Any additional amendment to this Charter shall be based on a goal to improve the academic, financial, or operational performance of the **School**. Notifications required by this Charter shall not be considered changes or modifications of this Charter.

11.18 **Changes in Rule or Law.** The **School**, **Sponsor** and **School Governing Authority** shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes

11.19 **Attachments.** All **Attachments (1.3-9.4)** to this Charter are attached hereto and incorporated by reference into the Charter.

{Signatures on Following Page}

Executed this 8 day of June, 2023 in Toledo, Ohio.

**St. Aloysius**

DocuSigned by:  
By: John Banchy  
D068D4AAADCA443B  
(Name)

Its: President and CEO  
(Title)

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

**School Governing Authority of  
Glass City Academy**

By: Darlene M. Burke  
(Name)

Its: Governing Bd. President  
(Title)

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





DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/17/2003	200316703436	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

**Receipt**

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

GLASS CITY ACADEMY  
2275 COLLINGWOOD BLVD.  
TOLEDO, OH 43620

# STATE OF OHIO

**Ohio Secretary of State, J. Kenneth Blackwell**

**1394350**

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

**GLASS CITY ACADEMY, INC.**

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

Document(s)

**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):

**200316703436**



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 16th day of June, A.D.  
2003.

*J. Kenneth Blackwell*  
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

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

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

<b>Expedite this Form: (Select One)</b>	
<b>Mail Form to one of the Following:</b>	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

**INITIAL ARTICLES OF INCORPORATION**  
 (For Domestic Profit or Non-Profit)  
 Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

**(CHECK ONLY ONE (1) BOX)**

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
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2003 JUN -3 PM 12:41

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

**FIRST:** Name of Corporation Glass City Academy, Inc.

**SECOND:** Location Toledo Lucas  
(City) (County)

Effective Date (Optional) 07/01/03 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

2003 JUN 16 PM 2:35

**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

Glass City Academy is a charter high school providing a second chance for dropout and highly at-risk youth to complete high school, learn readily marketable work skills and explore post-secondary options.

**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)

(Refer to instructions if needed)

_____	_____	_____
<small>(No. of Shares)</small>	<small>(Type)</small>	<small>(Par Value)</small>

Completing the information in this section is optional

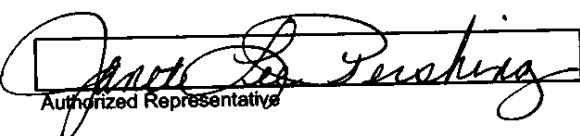
FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

Janet Lee Pershing  
(Name)  
2275 Collingwood Boulevard  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.  
Toledo Ohio 43620  
(City) (State) (Zip Code)

(Name)  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.  
(City) (State) (Zip Code)

(Name)  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.  
(City) (State) (Zip Code)

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

  
Authorized Representative

5/28/03  
Date

Janet Lee Pershing  
(Print Name)  
2275 Collingwood Boulevard  
Toledo, Ohio 43620

Authorized Representative

Date

(Print Name)  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative

Date

(Print Name)  
\_\_\_\_\_  
\_\_\_\_\_

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 Glass City Academy, Inc. 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

Janet Lee Pershing

(Name)

2275 Collingwood Boulevard

(Street)

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

Toledo

(City)

Ohio

43620

(Zip Code)

Must be authenticated by an authorized representative

Janet Lee Pershing  
Authorized Representative

5/28/03

Date

\_\_\_\_\_  
Authorized Representative

Authorized Representative

\_\_\_\_\_  
Date

Date

\_\_\_\_\_  
Authorized Representative

Authorized Representative

\_\_\_\_\_  
Date

Date

#### ACCEPTANCE OF APPOINTMENT

The Undersigned,

Janet Lee Pershing

, named herein as the

Statutory agent for,

Glass City Academy, Inc.

, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature:

Janet Lee Pershing  
(Statutory Agent)



**AMENDED AND RESTATED  
CODE OF REGULATIONS  
OF THE  
GLASS CITY ACADEMY**

**ARTICLE I  
PURPOSE**

**Section 1. Purpose.** The GLASS CITY ACADEMY (the “Corporation”) is organized exclusively for charitable and educational purposes within the meaning of Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future federal tax code, and as an Ohio public benefit nonprofit corporation within the meaning of R.C. 1702.01(P), to operate as a community school in the State of Ohio.

**ARTICLE II  
MEMBERSHIP OF THE CORPORATION**

**Section 1. Membership.** There shall be no members of the Corporation. The Board of Directors shall, for purposes of any statute or rule of law relating to Ohio non-profit corporations, act as the members of the Corporation, and shall have all the rights and privileges of members as permitted by R.C. Chapter 1702, as amended.

**ARTICLE III  
DIRECTORS**

**Section 1. Number.** The number of Directors of the Corporation shall be at least five (5) and no more than seven (7), plus ex officio Directors, if any, or such greater number as may be subsequently determined by the Directors, but in no case less than five (5).

**Section 2. Term.** Each Director will serve a three-year term, which shall expire on June 30 of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director’s term expires, or until their successor is elected, or until their earlier resignation, removal from office, or death.

**Section 3. Qualifications and Role of Directors.** The Directors shall be, in their capacity as Directors, the Governing Board of a public community school in Ohio upon the signing of a charter contract with a sponsor which creates the school. The Directors shall have a strong interest in the welfare of the Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees.

**Section 4. Election of Directors.** Candidates for Director shall be nominated by the Board of Directors or a committee thereof, provided however, that the community school sponsor may appoint non-sponsor related Director(s) should it deem necessary, so long as the Corporation governs a public community school, and so long as required by the contract between the Corporation and its legally authorized sponsor of the public school. Directors shall be elected

at a meeting of the Board of Directors by a vote of a majority of the then-serving Directors, provided that a quorum of the Board of Directors is present.

**Section 5. Meetings.** The Annual Meeting of the Directors shall be held each year, typically in August, or at such time and place as a majority of the Directors may determine. Regular meetings of the Board of Directors shall be held at such other times and places as may be fixed by the Directors at its Annual Meeting, and special meetings may be called at any time by the President or by any two (2) of the Directors. Meetings relating in any way to the business or operation of the Corporation, as a public school, must be open to the public and publicized or advertised as required by law. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the applicable procedure at meetings, to the extent such rules are not inconsistent with this Code of Regulations, Ohio law, or any special rules the Board of Directors may adopt.

**Section 6. Quorum and Voting.** The physical presence of a simple majority of the total number of Directors entitled to vote shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. If a quorum is not present at any meeting of the Board of Directors, the Directors present may adjourn the meeting, without notice other than an announcement at the meeting, until a quorum is present. Alternatively, if the Board President is notified in advance that an insufficient number of Directors are available for a meeting, the President may reschedule the meeting to a date when a quorum is expected.

A vote of a simple majority of the Directors physically present who are entitled to vote on the issue at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors. The Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote. In the event the Corporation is no longer operating a public Ohio community school, or, in the event Ohio law ever allows the following procedure for open meetings, then the Directors shall for purposes of this section be deemed present and able to vote at such meeting if participating electronically in a manner in which all persons participating in the meeting are able to communicate with each other at the same time.

**Section 7. Notice and Waiver.** Unless waived, notice of each annual, regular, or special meeting communicating the date, time, and place (and the purpose for special meetings) shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than two (2) days before any such meeting. Emergency meetings may be called by the Board President or designee in the event of a situation requiring immediate official action. Notice of emergency meetings must be provided as soon as practicable after the need for the meeting arises, communicating the date, time, place, and purpose of the meeting.

Notice of all meetings shall be provided to the public as required by Ohio law and pursuant to Board policy. Notices may be sent by certified or regular U.S. mail, personal delivery, or email and are effective upon transmission, except that notices sent by U.S. mail shall be deemed effective three business days after mailing. The attendance of any Director at a meeting without protesting prior to or at the commencement of the meeting, shall waive notice or lack of proper notice for that meeting.

**Section 8. Action by Written Consent.** All actions taken at a meeting of the Board of Directors must be taken at an open and public meeting, and an action by written consent shall not be allowed. In the event the Corporation is no longer operating a public Ohio community school, or, in the event Ohio law ever so allows, then any action required or permitted to be taken at any meeting of the Board of Directors, or a committee thereof, may be taken without a meeting, if a written consent to such action is signed by each member of the Board of Directors who is entitled to vote on such action and is filed with the permanent records of the corporation relating to meetings of the Board of Directors or its committees. Such a written consent may be signed by electronic signatures and/or on separate but identical documents which shall be construed as one original.

**Section 9. Committees of Directors.** The Board of Directors may create standing or ad hoc committees as the Directors may determine. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall be in the nature only of recommendations to the Board of Directors. All committee meetings will be conducted as open and public meetings, and notice shall be provided in the same manner as full meetings of the Board of Directors.

**Section 10. Other Advisory Councils.** The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations, or advisory councils that are not part of the Board of Directors, such as those of parents or other pertinent groups.

**Section 11. Removal of Directors.** Any Director may be removed, with or without cause, at any time by the majority vote of the Board of Directors. To the extent required by the contract between the Corporation and its legally authorized sponsor, the sponsor may remove Director(s) when and if it deems necessary pursuant to the terms of the contract.

**Section 12. Resignations and Vacancies.** Any Director may resign by tendering a written resignation to the President of the Board of Directors. Unless otherwise specified in such written notice, the resignation shall be effective thirty (30) days after the date of receipt of the resignation by the Board President, and the resignation shall require no further action to be effective. The remaining Directors may, by a vote of the majority of their number, fill any vacancy in the Board for the unexpired term pursuant to Section 4 of this Article III. The Director elected to fill the vacancy shall serve until the next annual meeting of the Directors and/or until their successor is elected.

**Section 13. Powers of Directors.** Except where the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations otherwise provide, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons, entities, or committees as the Directors so acting may determine.

**Section 14. Ex Officio Directors.** So long as the Corporation is a party to a community school contract with St. Aloysius, St. Aloysius may appoint one ex officio member of the Board of Directors. The Board of Directors may appoint other ex officio directors from time to time for



such term as the Board of Directors shall designate. Ex officio directors shall be entitled to notice, to be present in person, to present matters for consideration, and to take part in consideration of any business by the Board of Directors at any meeting of the Board of Directors, but shall not be counted for purposes of a quorum and shall have no voting rights for purposes of authorizing any act or transaction of business by the Board of Directors.

#### **ARTICLE IV** **OFFICERS**

**Section 1. Number, Title, and Election.** The Board of Directors shall elect as officers of the Corporation a President, Vice President, Secretary, and Treasurer, and such other officers and assistant officers as the Board of Directors may deem advisable. The Board of Directors may delegate duties of any officer to another Director or other suitable entity or person. With the exception of the office of President, an individual may hold more than one office. The election of officers may be presented as a single motion for a slate of officers. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation, or removal. All officers shall be elected from the Board of Directors of the Corporation.

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

**Section 3. Resignation or Removal of Officers.** An officer of the Corporation may resign at any time by tendering their resignation in writing to the Board of Directors, and such resignation may become effective immediately upon its delivery to the Board or at such a time as designated in the written notice. An officer of the Corporation may be suspended or removed at any time, with or without cause, by the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create contractual rights of any kind.

**Section 4. President.** The President of the Board shall preside at all meetings of the Board, shall coordinate the activities directed by the Board of Directors, and shall oversee the administration of the Corporation in all its activities subject to the policies and goals established by the Board of Directors. Specifically, the President shall have authority to sign all deeds, mortgages, bonds, contracts, notes, and other instruments requiring their signature and authorized by the Board; appoint all committee chairs and committee members; assist in conducting orientation for new Directors; coordinate evaluation of management's performance; recruit new Directors; act as spokesperson for the Corporation; periodically consult with Directors regarding their roles and help them assess their performance; and such other duties as from time to time may be assigned to them by the Board of Directors. The President of the Board shall also be empowered to authorize any change of the registered office or registered agent (or both) of the Corporation in the State of Ohio.

**Section 5. Vice President.** The Vice President shall perform the duties of the President when the President is absent or upon the President's request, as well as all other duties that may be assigned by the Board of Directors or the President. When acting in the role of the President, the Vice President shall have the powers and duties of the President.

**Section 6. Secretary.** The Secretary shall be responsible for providing proper notice of meetings to the Board of Directors and the public and for keeping minutes of all meetings, and shall perform such other duties as may be assigned by the Board of Directors or the President. All or part of the responsibilities of the Secretary may be contracted for by the Board of Directors.

**Section 7. Treasurer.** The Treasurer shall assist the Board in its review and understanding of the finances of the Corporation, shall participate in any financial audit of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors or the President. However, the Treasurer is not the designated fiscal officer of the Corporation.

## **ARTICLE V**

### **CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS**

To the greatest extent allowed by Ohio law, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors nevertheless, authorize, approve, or ratify such contract or transaction by a vote of a majority of the Directors present. Unless Ohio law otherwise prohibits or permits, the interested Director may be counted in determining whether a quorum is present, but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Article V shall not be construed to invalidate any contract or other transaction that would otherwise be valid under applicable law.

## **ARTICLE VI**

### **INDEMNIFICATION AND INSURANCE**

**Section 1. Indemnification.** To the fullest extent permitted by applicable law, and except as otherwise provided in the Articles of Incorporation, this Code of Regulations, or Board resolution, the Corporation shall indemnify any present or former Director or officer of the Corporation, and the Board may indemnify any other person as deemed proper by the Board, against and all costs and expenses (including attorney's fees, judgments, decrees, fines, penalties, amounts paid in settlement and other disbursements) actually and reasonably incurred by, or imposed upon such person in connection with the defense of any pending or threatened action, suit, or proceeding, whether criminal, civil, administrative or investigative, to which such person is or could reasonably expect to be made a party by virtue of their role with or duties performed for the Corporation, provided:

- (a) that such person was not guilty of willful or wanton misconduct in the performance of their duty to the Corporation;
- (b) that such person acted in good faith in what they reasonably believed to be the best interests of the Corporation; and

- (c) that, in any matter the subject of a criminal action, suit, or proceeding, such person had no reasonable cause to believe that their conduct was unlawful.

The determination as to (a), (b), and (c) above shall be made, and any request made by or on behalf of any person who is or may be entitled to indemnification other than by being or having been a Director or officer of the Board, shall be determined:

- (1) by a majority vote of a quorum of the Directors who are not or were not parties to or threatened with such action, suit, or proceeding; or
- (2) if such a quorum is not available, or even if obtainable, if a majority of such quorum of disinterested Directors so directs, by a written opinion of independent legal counsel to whom the matter may be referred by a majority of Directors. Any independent counsel or firm associated with the attorney shall not have performed services for the Corporation or any person to be indemnified within the past five years.

If any part of this Article shall be found in any action, suit or proceeding to be invalid or ineffective, the validity and the effect of the remaining provisions of this Article shall not be affected.

**Section 2. Insurance.** The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish protection for or on behalf of any person who is at any time been a Director, Officer, employee, or volunteer of the Corporation.

## **ARTICLE VII** **NON-DISCRIMINATION**

The Corporation shall not discriminate based on race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity or expression, disability, age, or any other characteristic protected by federal, state, or local laws with respect to its rights, privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities, specifically, with respect to admissions. Upon the admission of any student with disabilities, the Corporation will comply with federal and state laws regarding the education of students with disabilities.

## **ARTICLE VIII** **MISCELLANEOUS**

**Section 1. Fiscal Year.** The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

**Section 2. Audit.** The fiscal records of the Corporation shall be audited each year, or as often as required by the State of Ohio, by the State Auditor or other designated Certified Public Accountant and the report thereof made available to the President, the Board of Directors, and such other persons as may be necessary or appropriate.

**Section 3. Records.** The Corporation shall keep correct and complete books, records, and minutes of the Board of Directors' meetings, which shall be maintained as public records to the extent required by law. The President of the Corporation shall keep an accurate list of the names and addresses of the Board of Directors.

**Section 4. Conflict with Articles of Incorporation.** If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

## **ARTICLE IX** **AMENDMENTS**

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

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## Ethics and Conflicts Policy Statement

It is policy of the Board to carry out its mission in accordance with the strictest ethical guidelines and to ensure that Board members, School officials, and employees conduct themselves in a manner that fosters public confidence in the integrity of the School.

### General Standards of Ethical Conduct

Board members and all School officials and employees, including teachers who perform or have authority to perform administrative and supervisory functions, must comply with this policy.

All Board members and School officials and employees must, at all times, abide by protections to the public embodied in Ohio's ethics laws, as found in Chapters 102. and 2921. of the Ohio Revised Code, and as interpreted by the Ohio Ethics Commission and Ohio courts. Board members, School officials, and employees must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety. A general summary of the restraints upon the conduct of all officials and employees includes, but is not limited to, those listed below. No Board member, School 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 Board member, School official or employee completely withdraws from School activity regarding the party offering employment, and the Board approves the withdrawal;
- Use his or her public position to obtain benefits for him or herself, a family member, or anyone with whom the Board member, School 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 Board unless all the criteria for a limited exception as specified under R.C. 2921.42 are met;
- Vote, authorize, recommend, or in any other way use his or her position to secure approval of a School contract (including employment or personal services) in which the Board member, School official or employee, a family member, or anyone with whom the Board member, School official, or employee has a business or employment relationship, has an interest;
- Solicit or accept honoraria;

- 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 Board member, School 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 School's name or the School's logo in a manner that suggests impropriety, favoritism, or bias by the School or the Board member, School 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.

### **Financial Disclosure**

Every Board member, School official or employee required to file a financial disclosure statement must file a complete and accurate statement with the Ethics Commission by April 15 of each year. A Board member, School official or employee elected, appointed, or employed to a filing position after February 15 must file a statement within ninety days of appointment or employment.

### **Penalties**

Failure of any Board member, School official or employee to abide by this Ethics policy, 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 under the law.

### **Dereliction of Duty**

No public servant shall recklessly fail to perform a duty expressly imposed by law with respect to the public servant's office, or recklessly do any act expressly forbidden by law with respect to the public servant's office.

If the School's fiscal officer is convicted of or pleads guilty to dereliction of duty, he or she will be disqualified from holding any public office, employment, or position of trust in Ohio for four years following the date of conviction or entry of the plea, and will not be eligible to hold any public office until any repayment or restitution required by a court is satisfied.

## **Additional Conflict of Interest Rules to Protect the School's tax-exempt status**

As a 501(c)(3), the School must also follow additional conflict of interest rules set forth by the IRS. These rules do not replace those outlined above, but rather, are intended to supplement those rules.

- **Definitions**

“Interested Person” – includes any director, principal officer, or member of a committee with Board delegated powers, who has a direct or indirect financial interest (as defined below).

“Financial Interest” – A person has a financial interest if the person has, directly or indirectly, through business, investment, or family: (a) an ownership or investment interest in an entity with which the School has a transaction or arrangement; (b) a compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or (c) a potential ownership or investment interest in, or compensation agreement with, any entity or individual with which the School is negotiating a transaction or arrangement.

“Compensation” – includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

- **Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and committee members with Board delegated powers considering the proposed transaction or arrangement.

- **Determining whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board meeting while a determination of a conflict of interest is discussed and voted upon. The remaining Board members (provided there is a quorum) shall decide if a conflict of interest exists.

- **Procedures for Addressing a Conflict of Interest**

An interested person may make a presentation at a Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

If appropriate, the Board president shall appoint a disinterested person to investigate alternatives to the proposed transaction or arrangement.

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

If a more advantageous transaction or arrangement is not reasonably possible under the circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In complying with all of the above, the Board shall make its decision as to whether to enter into the transaction or arrangement.

- **Violations of the Conflict of Interest Policy**

If the Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If after hearing the Board member's response and making further investigation as warranted under the circumstances, the Board determines the member failed to disclose an actual or possible conflict of interest, the Board shall take appropriate disciplinary and corrective action.

- **Record of Proceedings**

The minutes of all Board meetings shall contain: the names of persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed; and the names of the Board members who were present for discussion and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

- **Annual Statements**

Each Board member shall annually sign a statement that affirms the person has: (1) received a copy of the conflict of interest policy, (2) read and understands the policy, (3) agrees to comply with the policy, and (4) understands the School is charitable and in order to maintain its federal tax exemption must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

- **Periodic Reviews**

To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted.

## **Changes**

This policy may be changed only by a majority vote of the Board.



## **Acknowledgement**

Each Board member shall sign a copy of this Ethics and Conflicts Policy in order to demonstrate his/her commitment to these principles. In signing this policy, the Board member agrees he or she has received the policy, understands it, agrees to comply with the policy, and understands the School is charitable in nature and must engage in activities which accomplish one or more of its tax-exempt purposes.

\_\_\_\_\_  
Signature and Title of Board member/Director

\_\_\_\_\_  
Date

**Revised: May 2017**

**Orientation**

The Board believes that the preparation of each Board member for the performance of Board duties is essential to the effectiveness of the Board's functioning. The Board shall encourage each new Board member to understand the functions of the Board, acquire knowledge of matters related to the operation of the School, and learn Board procedures.

Accordingly, each new Board member, at a minimum, shall receive for use during his/her term on the Board:

- A. a copy of the Ohio Open Meetings Law (R.C. 121.22);
- B. a copy of these Governance Policies;
- C. a copy of the current Contract with the School's Sponsor;
- D. the current budget statement and related fiscal materials;
- E. a copy of the contract with a Management Company, if any;
- F. mandatory five (5) hour governance training as required by the Sponsor.

Each new Board member shall be entitled to meet at the new member's request, with the Board President and any other one (1) Board member to discuss the School, Board functions, policies and procedures.

**Adopted: March 20<sup>th</sup>, 2007**

## **124 Reimbursement/Compensation**

### Reimbursement

A Board member may receive reimbursement only for expenses that are pre-approved by the Board.

The following guidelines have been established by the Board to ensure appropriate and proper reimbursement of expenses for Board members.

Expenses will be reimbursed only for activities by the Board at a rate determined by the Board.

When attending a Board-approved conference, fees, parking, mileage (at the standard IRS rate), meals, and housing which are reasonable can be submitted for approval, including a maximum gratuity of twenty percent (20%). A Board member will not be reimbursed for any upgrades for example, a hotel room with a view, or for room service.

A Board member cannot be reimbursed for any expense if the Board member received a benefit through a rewards program for that expense. Rewards programs allow users to earn rewards based on how much money they spend. Examples of rewards programs include, but are not limited to, frequent flier miles, grocery store loyalty card programs, and hotel free night programs. This prohibition includes rewards programs tied to credit cards and loyalty customer cards. No entertainment expenses or purchases of alcoholic beverages are reimbursable.

A voucher detailing the amount and nature of each expense must be submitted to the Board for approval with ten (10) days after the expenses have been incurred.

### Compensation Procedures

The Board and any compensation committee will follow these procedures in reviewing compensation arrangements with Board members, officers, and employees:

- a. Approve all compensation arrangements in advance (before paid).
- b. Document (in writing) its terms and the date approved.
- c. Document (in writing) the decision made by each member who participated in the process.
- d. When warranted, consider compensation surveys and compensation paid or offered by similarly situated entities for similar services.
- e. Document (in writing) the information considered in making the decision, and its source.

Board members will receive compensation in the amount of \$100.00 for each board meeting attended, which will be paid monthly.

Board members will receive compensation for attendance at any Board approved training programs in the amount of \$60.00 for training programs three hours or less in length, and \$125.00 for training programs longer than three hours in length.

No Board member shall be compensated more than a total of \$5000.00 per year for all Ohio community school governing authorities upon which the individual serves.

*R.C. 3314.02(E)(5); Ohio Ethics Comm. Advisory Opinion No. 91-010*

*Date Adopted: 1/14/16*

## 131 Meetings / Executive Sessions

All pre-arranged gatherings by a majority of the Board to discuss School business shall be conducted in compliance with Ohio's Open Meetings Law. For all regularly scheduled meetings, the Board shall: 1) post the time and place of all meetings on site; 2) post the time and place on the School's website (if applicable); and 3) ensure the publication of an advertisement announcing the time and place of all regularly scheduled Board meetings at least one time during the school year in a local newspaper of general circulation.

All other meetings of the Board shall be special meetings or emergency meetings. The Board will provide at least twenty-four hours' advance notice of special meetings to the public and the news media that have requested notification. In the event of a special meeting, the Board shall: 1) post the time, place, and purpose of the special meeting on site; 2) post the time, place, and purpose of the special meeting on the School's website (if applicable); and 3) send notification of the time, place, and purpose of the special meeting to the news media that have requested notification. In the event of an emergency meeting requiring official action, the member or members calling the meeting shall immediately notify the news media that have requested notification of the time, place, and purpose of the meeting, and post the time, place, and purpose of the emergency meeting on site as soon as possible.

Any person may obtain reasonable advance notification of School Board meetings. Upon request, a person may receive advance notification of School Board meetings: 1) electronically, by supplying a valid e-mail address; or 2) via regular mail, by supplying the Board with a self-addressed, stamped envelope or envelopes.

There are times when the Board may need to meet privately during a regular or special meeting to discuss or deliberate certain statutorily allowable matters requiring confidentiality.

An executive session may be held to consider any matter authorized by law as a proper subject for executive session, including but not limited to:

- A. the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the public employee, official, licensee, or regulated individual requests a public hearing;
- B. the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest, so long as no member of the Board shall use this section as a subterfuge for providing covert information to prospective buyers or sellers;



- C. conferences with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action;
- D. matters required to be kept confidential by Federal or State laws and regulations or state statutes; and
- E. details relative to the security arrangements and emergency response protocols for a the Board of School, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the School.

After the public meeting is convened, any member may make a motion for an executive session, stating the purpose of the session by citing one or more of the reasons set forth above. Upon receiving a second to the motion and a majority roll-call vote of those present and voting, the chairperson shall declare the Board in executive session.

If the session is to discuss a personnel matter listed in subparagraph A, above, the particular subject(s) for which the session has been called must be identified in the motion, but the motion does not need to identify the person by name.

All resolutions, rules and formal actions of the Board resulting from deliberations that occurred in executive session shall be adopted during an open meeting.

Retreats or seminars attended by the Board for general training, professional development, or question-and-answer sessions with non-public officials, where discussion of public business is not the purpose of the activity, are not considered public meetings under the Open Meetings Law. Board retreats that are conducted as workshops or work-sessions for addressing School business shall be considered meetings that must comply with the Open Meetings Law.

*R.C. 121.22.*

**Revised: June 14, 2011**

**Parliamentary Authority**

The parliamentary authority governing the Board shall be Robert's Rules of Order, Newly Revised, in all cases in which it is not inconsistent with statute, other law, these Policies, or other Board directive.

**Adopted: March 20<sup>th</sup>, 2007**

**Voting**

All motions shall require for adoption a majority vote, except as provided by statute, the Code of Regulations, or these Policies. Upon the demand of any member of the Board, the vote shall be recorded by roll call. All actions requiring a vote can be conducted by voice vote or show of hands, unless a roll-call vote is requested or required.

In certain circumstances, a majority vote of the full Board must occur, such as, to affirm, revise, vacate or modify an order of student expulsion or to reinstate a student (R.C. 3313.66(E)) (unless an authorized designee is used), or, a statutory three/fifths (3/5th) vote of the full Board must occur, such as, to reject findings or recommendations of a fact-finding panel by the Board or an employee organization under a statutory impasse resolution procedure in collective bargaining (R.C. 4417.14(c)(6)).

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

**Adopted: March 20<sup>th</sup>, 2007**

**Attendance**

Regular attendance at Board meetings is an important responsibility of each Board member. It is through Board meetings that the official business of the School is conducted, deliberations occur and members of the public have an opportunity to address the full Board.

With that responsibility in mind, Board members agree that:

- A. A member who misses three consecutive meetings, or
- B. A member who misses five meetings in a year may be deemed by the Board to have vacated his or her position on the Board and a replacement may be selected for that seat according to the Code of Regulations.

In exceptional circumstances, e.g. serious illness or injury, a Board member may be unable to attend because of reasons outside the individual's control. In this circumstance, the Board member may request in writing an attendance waiver. The request should be addressed to the Board and will be voted on by the entire Board at its next regularly scheduled meeting. The Board member requesting the waiver may not participate in the vote.

**Adopted: March 20<sup>th</sup>, 2007**

**Approval and Monitoring of Budget**

The fiscal year of the School shall begin on the first day of July in each year. The Board, subject to the oversight responsibilities of its Sponsor, and subject to any contract with a fiscal agent, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with the requirements of the State Auditor and its Charter Contract.

The Board shall designate a fiscal officer, and such fiscal officer shall execute a bond in an amount and with a surety acceptable to the Board, payable to the State of Ohio. Such bond shall be deposited with the Board and a Board-certified copy filed with the County Auditor. The fiscal officer or agent must meet the requirements of Ohio Revised Code 3314.011, and must be licensed under R.C. 3301.074.

*R.C. 3314.011; OAC 117-6-07.*

**Adopted: March 20<sup>th</sup>, 2007**

**Revised: May 2017**



## **148.1 Purchasing and Invoicing**

Before placing a purchase order, the individual making a purchase should consider whether the material requested may be available elsewhere in the School. Credit card purchases shall be administered pursuant to the School's Credit Cards policy. In the interests of economy, fairness, and efficiency, the Board requires that:

- A. All purchase orders shall be numbered consecutively.
- B. An informal but documented assessment of the responsibility, reliability, comparative cost, and reputation of available qualified suppliers shall be conducted before the purchase order is submitted.
- C. Purchases of less than a particular amount may be made without a properly signed purchase order, as authorized by the Superintendent. All expenditures over \$2,500 require the prior authorization of the Board President.
- D. Insofar as conditions permit, all legitimate business suppliers shall be treated courteously.
- E. If it results in an advantage of any kind, the School may prefer local vendors.
- F. All applicable ethical and conflicts rules shall be followed when purchasing or soliciting for purchasing. No director, officer, employee, or agent of the School shall 1) solicit or participate in the negotiations of a contract in which he or she has any direct or indirect pecuniary or beneficial interests or 2) accept any gift or favor from a vendor which might influence their recommendations in the eventual purchases of equipment, supplies or services.

These policies do not prevent any person from receiving royalties upon the sale of any textbook or similar educational product of which she or he is the author, which has been properly approved for use in the School.

If the Board is presented with an invoice from a vendor, the vendor must certify that the good or services were used for School purposes, the invoice must contain sufficient itemization to determine that the services or goods were used for School purposes and the Treasurer of the School shall pre-approve payment before the invoice is approved by the Board.

Date Adopted: 2-13-20 DMB

**Fixed Asset Policy**A. Purpose

The School's fixed asset policy establishes a fixed asset accounting system that will contain sufficient data to permit:

1. the preparation of fiscal year end financial statements in accordance with Generally Accepted Accounting Principles (GAAP);
2. adequate insurance coverage; and
3. control, accountability and security.

B. Criteria for Fixed Asset Capitalization

An item is a Fixed Asset if:

1. it has a useful life of one (1) year or more, and
2. the cost of the asset is greater than \$2,000.00 or it is a leased asset with a purchase price of greater than \$2,000.00.

C. Valuation

Fixed assets are to be valued at historical cost or, if that amount is not practicably determined, at estimated historical cost. The Controller shall determine the estimated historical cost.

Donated fixed assets shall be valued at the donor's estimated fair market value at the time of gifting.

D. Depreciation

Assets will be depreciated using straight-line depreciation. Estimated life for fixed assets shall follow ASBO (Association of School Business Officials) guidelines.

E. Classifications:

Fixed assets shall be classified as follows:

1. furniture
2. equipment
3. leased fixed assets

F. Information:

The following information shall be maintained for all fixed assets:

1. description
2. asset classification
3. location
4. purchase price
5. vendor
6. date purchased or leased
7. accumulated depreciation
8. method of disposal

In order to prevent theft of Academy property, all fixed assets will have an Academy fixed asset sticker.

G. Fixed Asset Disposal

Fixed assets will be disposed in a manner approved by the School Board.

*R.C. 117.09; OAC 117-2-05; OAC 117-2-02*

**Adopted: March 20<sup>th</sup>, 2007**

148.3

**Audit Committee**

The Board shall establish an audit committee which shall consist of one of the following: the entire Board membership, or, a minority of the Board membership, or, a minority of the Board membership and any outside consultants of the Board's choice. At least one member of the audit committee shall possess knowledge in the areas of accounting, auditing, financial reporting or school finance. The audit committee shall serve a one-year term and meet as often as necessary to carry out its responsibilities. Members of the audit committee shall attend to their responsibilities in good faith, and in a manner they reasonably believe to be in the best interests of the School.

The purpose of the audit committee is to ensure that both external and internal audit functions and other accountability issues receive adequate oversight. The audit committee's responsibilities include, but are not necessarily limited to, a review of the annual unaudited financial reports submitted to the Auditor of State; a periodic review of the interim financial information submitted to the Board; a review of all audit results; an assurance that audit recommendations are appropriately addressed; serving as a liaison between School management and the independent auditors. Any recommendations of the audit committee shall be presented to the Board and responsibility for official action remains with the Board.

*OAC 117-2-05*

**Adopted: March 20<sup>th</sup>, 2007**

**Annual Financial Report**

The School shall file an annual financial report, which must be prepared using generally accepted accounting principles. The report must contain the following:

- (1) The amount of collections and receipts, and accounts due from each source;
- (2) The amount of expenditures for each purpose;
- (3) The income of each public service industry owned or operated by a municipal corporation, and the cost of such ownership or operation (if applicable); and
- (4) The amount of public debt of each taxing district, the purpose for which each item of such debt was created, and the provision made for the payment thereof (if applicable).

The report will be filed electronically with the Auditor of the State of Ohio through the “Annual Financial Data Reporting System.” The School’s treasurer will also retain a copy of the report.

*R.C. 117.38; OAC 117-2-03.*

**Adopted: March 20<sup>th</sup>, 2007**

**Revised: May 2017**



## **Policy 148.7 Credit Cards**

The Board recognizes the convenience and efficiency afforded using credit cards issued to the School. As such, the Board authorizes the use of School credit cards, provided employees abide by the guidelines detailed in this policy. The Board designates the Superintendent as the credit card compliance officer, and he/she shall have sole responsibility for monitoring this policy.

### Issuance of Credit Cards

1. The Superintendent shall make a written request to the Board and receive approval prior to applying for a credit card.
2. All credit cards must be issued to and in the name of “Glass City Academy.”
3. The credit card limit shall not exceed \$20,000.
4. The Superintendent is solely responsible for keeping any School credit cards, and any PIN, if applicable, in a secure location whenever it is not in use. The Superintendent may not provide the card to any unauthorized user.
5. The Superintendent shall immediately notify the credit card company and the Board President if the card is lost or stolen.

### Guidelines

1. The Superintendent, Directors, Assistant Directors, Assistant to the Treasurer, secretaries, and classroom teachers are the only authorized users of School credit cards.
2. A credit card may only be used when a purchase order is neither possible nor practical and shall not be used to circumvent the general purchasing procedures established by state law and School policy.
3. Credit cards shall only be used in connection with Board-approved or School-related activities and only for those types of expenses that are for the benefit of the School and serve a valid and proper public purpose. Subject to the discretion of and the approval of the Superintendent, credit cards may be used for eligible goods and services, including:
  - a. Transportation reservations and expenses;
  - b. Conference or other training registrations;
  - c. Hotel reservation guarantees and expenses;
  - d. Reasonable travel expenses, including a maximum gratuity of 20%, but excluding alcoholic beverages, since the purchase of such beverages clearly fails to serve a valid and proper public purpose;
  - e. If monies are budgeted and deposited with the Superintendent or Treasurer in advance, expenses related to student trips and competitions;

- f. Purchases from vendors who do not accept purchase orders or vouchers, with prior approval from the Superintendent; or
  - g. Other purchases approved by the Superintendent on a case-by-case basis.
4. Credit cards shall not be used to make a cash withdrawal transaction.
  5. Credit cards shall not be used for any personal expenditures. If a personal item is inadvertently purchased using a School credit card in violation of this policy, the employee must repay the expenditure immediately.
  6. Credit cards shall not be used for expenditures not allowed under this policy. In particular, credit cards shall not be used for expenses that are not incurred in connection with Board-approved or School-related activities, are not for the benefit of the School, and do not serve a valid and proper public purpose.
  7. Credit cards shall not be used to make a cash withdrawal transaction or cash advance.
  8. Any benefits of credit cards such as membership rewards programs may only be used for the benefit of the School and shall not be redeemed for personal use.
  9. The purchase of alcoholic beverages with credit cards is prohibited.

#### Procedures to be Followed for Credit Card Use

1. Authorized employees requiring the use of a School credit card shall make a written request to the Superintendent providing the reason the credit card is necessary and the estimated expenditure. All expenditures over \$2,500 require the prior authorization of the Board President.
2. The School is a nonprofit instrumentality of the State of Ohio. Tax exemption forms shall be utilized whenever possible and are available in the District office. Upon receipt of a School credit card, users shall inform merchants that the purchase is for "Official School Business" and is not subject to state or local sales tax. However, if the merchant fails to waive the tax, the employee shall pay the tax using the School credit card. For large purchases in which the merchant refuses to waive the tax, the employee shall present a tax exemption form.
3. Users shall maintain credit cards in a secure fashion and prevent unauthorized charges to the account.
4. Users shall maintain sufficient documentation of all purchases, including but not limited to itemized charge receipts, original cash register slip, or other detailed receipt, and invoices. Users shall provide documentation of all purchases to the Superintendent in a timely manner to ensure prompt payment. Credit card expenditure documentation is subject to the School's Record Retention Policy.

5. Upon receipt of the appropriate documentation, the Superintendent will provide the itemized receipts to the Treasurer. Credit card expenditures will be paid through the Treasurer or the District Office.
6. After completing the intended use, users shall return credit cards to the Superintendent, along with appropriate receipt copies of all charges, within one business day or as soon as practicable. Users must immediately notify the Superintendent if the card is lost or stolen.
7. The Treasurer, Superintendent, or Assistant to the Treasurer shall monitor the credit card account(s), ensure all bills are paid timely, and reconcile all credit card accounts on a monthly basis.
8. The Superintendent shall include the credit card statement, including the credit card transaction detail, in the monthly financial reports to the Board. The Board President shall sign an attestation stating the Board reviewed the credit card transaction detail. The Superintendent and the Board shall review the number of cards and accounts issued, the number of active cards and accounts, the relevant expiration dates, and the credit limits on at least a quarterly basis.

#### Violation of this Policy

Violation of these guidelines or this policy may result in disciplinary action, up to and including termination. Use of credit cards in an unauthorized or illegal manner may also result in revocation of credit card privileges and repayment by the user of any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase. Likewise, if the user fails to submit receipts and appropriate forms to the Superintendent in a timely manner, credit card expenditures may be deemed unrelated or unsubstantiated and the amount charged back to the user. The School reserves the right to seek all such reimbursement and may recoup any amount not repaid by the employee through payroll deduction, to the extent permitted by law.

Date Adopted: 2-13-20 DMB

**Staff Travel Expenses**

Expenses which are incurred by professional staff members as a result of authorized travel for the School will be reimbursed to the extent provided for in these guidelines. Reimbursement is intended to provide for transportation, lodging, and food of reasonable and adequate quality. When traveling on School business, a professional Staff member is expected to use the same care in incurring expenses that a prudent person would exercise if traveling on personal business, and reasonable efforts will be made to reimburse actual expenses. Excessive costs, such as those caused by circuitous routes or luxury services or accommodations, will not be considered prudent, nor will they be accepted for reimbursement. No charges for alcoholic drinks will be reimbursed.

**Authorization and Procedure:**

When travel is expected, a requisition form should be completed and approved by the Director at least ten (10) days prior to the date a decision is needed. This request should detail all estimated expenditures.

**Reimbursement**

Reimbursement will be at the current approved IRS rate if driving on School business. If transporting students to competition or trips, volunteers will be reimbursed actual expenses, documented by receipt, or at the IRS Approved Charitable Rate.

A Travel Reimbursement Form must be completed and signed by a supervisor. All claims must be supported by original receipted bills. Reimbursement for reasonable charges for tolls and parking will be made upon presentation of supporting receipts.

See Policy Nos. 395 Purchasing Policies; 395.1 Purchase of Supplies and Materials, Equipment.

**Adopted: March 20<sup>th</sup>, 2007**

**Revised: May 2017**

**Investments**

The Governing Board of Glass City Academy authorizes the Treasurer to make investments of available monies from the funds of the School in securities authorized by State Law. These shall include:

- A. Bonds, notes, or other obligations of or guaranteed by the United States, or those for which the faith of the United States is pledged for payment of principal and interest thereon;
- B. Bonds, notes debentures, or any other obligations or securities issued by a Federal Government agency or instrumentality;
- C. Interim deposits in Board-approved depositories;
- D. Bonds and other obligations of the State;
- E. No-load money market mutual funds consisting exclusively of obligations described in A. and B. above or repurchase agreements secured by such obligations, provided such investments are made only through banks and savings and loan institutions authorized by R.C. 135.03;
- F. The Ohio Subdivision Fund (STAR Ohio).

Under no circumstances may the Treasurer invest in a derivative as defined by the Revised Code, reverse repurchase agreements, or other funds prohibited by law. The Treasurer shall also not make investments which s/he does not reasonably believe can be held until the maturity date or leverage any investment.

Provided the Treasurer has completed additional training that has been approved under the supervision of the Auditor of State, the Treasurer is authorized to invest to a maximum of twenty-five (25%) of the School's interim funds in either or a combined total of:

- A. Commercial paper notes issued by a for-profit corporation, business trust or association, real estate investment trust, common-law trust, unincorporated business, or general or limited partnership which has assets exceeding \$500,000,000. Such notes must;



1. Be rated at the time of purchase in the highest classification established by at least two (2) rating services;
2. Have an aggregate value that does not exceed ten percent (10%) of the outstanding commercial paper of the issuing entity;
3. Mature within 180 days after purchase.

B. Bankers acceptances of banks that are members of the FDIC and whose Obligations:

1. are eligible for purchase by the Federal Reserve System;
2. mature no later than 180 days after purchase.

Investments made by the Treasurer must mature within five (5) years, unless they are matched to a specific obligation or debt of the School.

The Treasurer is also authorized to enter into written repurchase agreements in accordance with 135.14 (E) of the Revised Code. Such agreements may be either overnight or within a time not to exceed thirty (30) days and may only involve securities listed in A-E above.

The purpose of the investments is to maximize the returns on the District's excess cash balances consistent with safety to those monies and with the desired liquidity of the investments.

In making investments authorized by Section 135.14 of the Revised Code, the Treasurer may retain the services of an investment advisor, provided the advisor is licensed by the Division of Securities and Exchange Commission, or is an eligible institution.

The Treasurer must file a copy of this policy with the Auditor of State. This policy must be sent to all brokers, dealers, and others who provide investment securities and advice to the School. They will read, sign and return the policy indicating their agreement to abide by its requirements and a copy of that agreement will be retained by the Treasurer.

I have read, understand, and agree to abide by this policy when suggesting securities to the School.

By: \_\_\_\_\_ of \_\_\_\_\_  
Financial Institution

As of: \_\_\_\_\_

The Treasurer, acting in accord with the law, may withdraw funds from approved public depositories or sell negotiable instruments prior to maturity.

One copy to be filed with all brokers, dealers, and others who provide investment securities and advice to the School, and one copy to be returned to the Treasurer of Glass City Academy.

R.C. 133.23, 13501-21, 135.22, 45, 135.142, 3317.06, 3315.01, 3315.40, 5705.10

**Adopted: August 16, 2005**

GLASS CITY ACADEMY AT-WILL EMPLOYMENT AGREEMENT (SUPERINTENDENT/OPERATOR)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 20<sup>th</sup> day of April, 2023, by and between **Glass City Academy**, an Ohio nonprofit corporation (“GCA”) and **Stewart Jesse** (“Superintendent/Operator”). GCA and Superintendent/Operator are sometimes collectively referred to herein as the “Parties.” In consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

- I. **EMPLOYMENT RELATIONSHIP.** GCA hereby employs Superintendent/Operator and Superintendent/Operator hereby accepts such employment on the terms and subject to the conditions set forth herein. Superintendent/Operator’s employment with GCA is “at will,” which means that either Superintendent/Operator or GCA may, at any time, with or without notice or cause, for any lawful reason or no reason at all, terminate the employment relationship. **Nothing in this Agreement may be deemed or construed as a contractual right of employment or compensation for any definite period of time.** Only GCA’s Board of Directors has the authority to modify the at-will relationship, and any such modification must be in writing and signed by both the Superintendent/Operator and an authorized representative of GCA’s Board of Directors. No implied contract concerning any employment-related decision or term or condition of employment may be established by any other statement, conduct, policy or practice.
- II. **CONSIDERATION.** Consideration for this Agreement includes employment and/or continued employment by GCA, compensation as outlined in Section IV of this Agreement, and the mutual promises set forth in this Agreement.
- III. **SUPERINTENDENT/OPERATOR DUTIES AND OBLIGATIONS.**
  - A. Superintendent/Operator agrees to implement the educational program as defined in Glass City Academy’s approved Community School Contract and as also outlined in GCA’s School Policies and Procedures. Superintendent/Operator shall supervise and evaluate all staff members, communicate with the Governing Board, attend Governing Board Meetings, and perform such other duties as may be required by GCA at its sole discretion. The current job description given to Superintendent/Operator is attached hereto and incorporated herein as **Exhibit A**, and it may be modified by GCA at its sole discretion at any time.
  - B. Superintendent/Operator shall work for a minimum of nine hours per work day for **210** days between **July 1, 2023** until **June 30, 2024** (the “School Year”) including 10 days vacation. No more than 5 days can be used in succession and not before or after a scheduled holiday except July 4<sup>th</sup>. Provided, however, that the number of work days may be amended from time to time by GCA, at its sole discretion. Such work days include, without limitation, in-person classroom days with students, parent-Superintendent/Operator conferences, meetings, Superintendent/Operator professional development days, and other school programming as assigned by GCA.
  - C. Superintendent/Operator shall work on-site at the GCA building location assigned by GCA. To the extent Superintendent/Operator is required to work at a different building location or travel between GCA buildings during the work day, GCA will compensate Superintendent/Operator for mileage at the rate identified by the IRS.
  - D. Superintendent/Operator shall be thoroughly prepared to execute their administrative responsibilities and other GCA functions as set forth herein or as otherwise required by GCA.
  - E. This Agreement shall at all times be conditioned upon and subject to the requirement that Superintendent/Operator holds a valid and current Ohio Principle’s License issued in the manner prescribed by law and meets any other requirement to administrate that may be required by GCA, its community school sponsor, or the state or federal government.
- IV. **COMPENSATION.** Superintendent/Operator shall receive a salary of **\$127,458.94** as compensation for the School Year, which shall be payable in **24** equal installments; provided, however, Superintendent/Operator continues their employment through the entirety of the School Year. If either Superintendent/Operator or GCA terminates this Agreement before the end of the School Year, Superintendent/Operator’s compensation will be

prorated proportionately and GCA will pay any amount owed Superintendent/Operator for days worked with the next regular paycheck following the termination of employment. Subject to eligibility requirements, GCA shall make available to Superintendent/Operator such employee benefits and fringe benefits as it provides to its employees in similar positions and with similar compensation, which benefits may be eliminated or changed by GCA from time to time, at its sole discretion.

V. **TERMINATION.** This Agreement will remain in effect unless and until terminated by GCA or Superintendent/Operator. GCA requests Superintendent/Operator give GCA the courtesy of 30 days' prior written notice, or as much notice as is practicable, before termination of this Agreement by Superintendent/Operator.

VI. **CONFIDENTIALITY.** In the course of Superintendent/Operator's employment with GCA, Superintendent/Operator may have access to confidential information pertaining to GCA, its students, and its operations and practices, including, but not limited to, services, techniques, computer programs, marketing practices and procedures, marketing strategies, business plans and strategies, future financial plans, future marketing plans, records, teaching methods, student lists, grades, test results, credit and financial information, cost structures, office procedures, and other trade secrets of GCA ("Confidential Information"). During and after Superintendent/Operator's employment by GCA, Superintendent/Operator shall not, directly or indirectly, disclose or convey Confidential Information to any person or entity, or use any Confidential Information for Superintendent/Operator's own benefit, for the benefit of any other person or entity, or to the detriment of GCA, without GCA's prior written consent, except as may be required by a valid and enforceable order of a court or governmental authority. Superintendent/Operator further agrees to and shall take any and all reasonable steps to protect such Confidential Information from disclosure to any unauthorized third party.

VII. **NON-SOLICITATION.** Superintendent/Operator agrees that, during and for two years after Superintendent/Operator's employment by GCA, Superintendent/Operator shall not employ, solicit for employment, enter into business with, or enter into any affiliation for business purposes with, or otherwise contract for the services of, any current or future employee of GCA. Superintendent/Operator acknowledges and agrees that their actual or threatened breach or violation of this Section will in all likelihood cause substantial and irreparable damage to GCA, and shall entitle GCA, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies shall not be the exclusive remedies for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to GCA. Further, Superintendent/Operator hereby agrees that if they are held by any court of competent jurisdiction to be in violation, breach, or nonperformance of this Section, they shall pay all costs of such related action or suit, including reasonable attorney's fees incurred by GCA. The rights, duties, and obligations established by this Section shall survive the termination of this Agreement and shall continue to bind the parties hereto to their terms and provisions in perpetuity.

VIII. **ADDITIONAL AGREEMENTS.**

- A. The Parties agree to comply with, all applicable laws of the federal and state governments, the terms of GCA's approved Community School Contract, and all bylaws, policies, procedures, rules, resolutions and regulations of GCA as are in effect at any time during the term of this Agreement.
- B. If Superintendent/Operator is required to drive as in the course of their employment, Superintendent/Operator will provide evidence of a valid driver's license and insurance. GCA will provide vehicle and liability insurance if Superintendent/Operator is required to drive any GCA vehicle and/or any GCA student.
- C. The fee for performing BCI and FBI background checks will be borne by the Superintendent/Operator. This Agreement and GCA's obligations are conditioned upon the approval by GCA, at its discretion, of all background checks of Superintendent/Operator. Superintendent/Operator hereby authorizes and consents to the release of all background checks to GCA's Board of Directors, GCA's Superintendent and Director(s), GCA's community school sponsor, and the Ohio Department of Education.
- D. This Agreement and GCA's obligations hereunder are contingent upon GCA being adequately funded and remaining in operation during the term of this Agreement.

- E. All records, files, materials, documents, and equipment (the "Materials") that GCA supplies to Superintendent/Operator or which Superintendent/Operator prepares, uses, or comes into contact with during the course of their employment with GCA shall be and remain GCA's sole property and shall be returned to GCA upon termination of Superintendent/Operator's employment. The Materials shall be in the same condition as when supplied by GCA, normal wear and tear excepted.

**IX. REPRESENTATIONS OF SUPERINTENDENT/OPERATOR.**

- A. Superintendent/Operator acknowledges that GCA has relied upon Superintendent/Operator's representations made in their employment application, resume, and interview(s) with regard to Superintendent/Operator's education and work experience in offering Superintendent/Operator employment by GCA. Superintendent/Operator's representations to GCA are a material factor in its entering into this Agreement and are incorporated by reference into this Agreement.
- B. Superintendent/Operator represents and warrants to GCA that they are free to accept employment with GCA and that they have no prior or other employment or work obligations or commitments of any kind to any third party that would hinder or interfere with their acceptance and full performance of their duties hereunder. Further, Superintendent/Operator agrees not to and shall not during the term hereof enter into any employment, consulting, or compensation arrangement or agreement with any third party, unless such arrangement or agreement is approved in advance by GCA.
- C. **Superintendent/Operator specifically acknowledges that their employment by GCA is and will continue to be at-will. Superintendent/Operator represents that there have been no promises of employment for any defined period of time from GCA or any of its representatives.**
- D. Superintendent/Operator acknowledges and represents: (1) they have not relied upon any representation with respect to the subject matter of the Agreement except as set forth herein; (2) they have relied upon their own judgment, or the judgment of their counsel in entering into the Agreement; and (3) they have not been induced to enter into the Agreement as a result of any representations by GCA, its affiliates, operator, agents, or representatives.

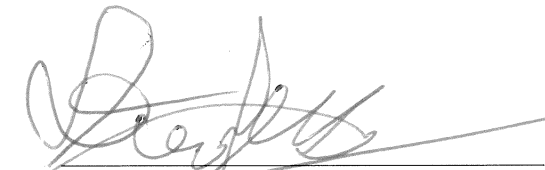
**X. MISCELLANEOUS PROVISIONS.**

- A. This Agreement contains the complete agreement between the parties concerning Superintendent/Operator's employment with GCA hereunder and supersedes all other prior agreements or understandings (whether oral or written) between the parties with respect to the subject matter hereof. This Agreement may only be amended or modified in a writing executed by both of the parties hereto.
- B. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party. No waiver of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or notification shall be offered or received in evidence at any proceeding or litigation between the parties arising under this Agreement, unless such waiver or notification is in writing and duly executed.
- C. All agreements and covenants contained herein are severable. The invalidity or unenforceability of any provision of this Agreement as applied to a particular occurrence or circumstance or otherwise shall not affect the continued validity and enforceability or applicability of any other provision of this Agreement. This Agreement shall be deemed to have been entered into and to be performed in the State of Ohio and shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.

**THIS OFFER OF EMPLOYMENT REMAINS OPEN ONLY UNTIL 3:00 PM ON APRIL 28, 2023, AND SUPERINTENDENT/OPERATOR MUST EXECUTE AND RETURN THIS ORIGINAL AGREEMENT BEFORE THAT DATE AND TIME. IF SUPERINTENDENT/OPERATOR FAILS TO DO SO, GCA REVOKES THIS OFFER AND THE AGREEMENT WILL BE VOID.**



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and date set forth herein above.



Glass City Academy

Superintendent/Operator

By: Darlene M Burke

43800 Parkway W

Address

Its: Board President

TOLEDO, OH 43614

Exhibit A

**Glass City Academy  
Job Description**

**Title:** Superintendent/Operator  
**Reports To:** Glass City Governing Board  
**Employment Status:** Full Time  
**FLSA Status:** Exempt

**Qualifications:**

1. Master's Degree or higher in Education Administration or the equivalent with a valid Ohio Principal's License.
2. Three years or more experience in school administration
3. Experience in supervision with at risk youth.
4. Valid driver's license and access to a reliable vehicle
5. Capability of lifting up to fifty pounds
6. Pass a BCI and/or FBI Record Check
7. Demonstrated competency of computers and office software
9. Demonstrated competency knowledge of student databases

**General Description:**

Under the direction of the Glass City Governing Board, the Superintendent/Operator will be responsible for the overall operation of the school in accordance with state and federal law. The Superintendent/Operator has the responsibility to insure appropriate fiscal expenditures, seek additional funding through grants and other sources, oversee curriculum review, evaluation and development, and hire all staff.

**Essential Functions:**

1. Meet required state and federal regulations
2. Insure fiscal soundness of Glass City Academy
3. Supervise, direct, and coordinate the efforts of all staff members
4. Evaluate all staff members
5. Communicate with the Board on all phases of operation
6. Seek additional sources of income
7. Establish committees as needed for review, development, and implementation of changes needed to meet state standards and regulations
8. Hire staff
9. Provide personal transportation to all meetings.
10. Comply with all health and safety standards as set by state and federal regulations, and by the sponsor
11. Maintain accurate and easily accessible record system
12. Review and ensure all graduation requirements for graduation students
13. Work with the local community and its members to meet the need of GCA students
14. Perform other duties as directed by Glass City Academy Governing Board

**Knowledge, Abilities, and Skills:**

Knowledge of: Ohio Department of Education State Standards; methods for fiscal accountability and monitoring; organizational planning systems; current curriculum, practices, theories, and instructional practices; the fundamentals of team processes; policies and procedures of Glass City Academy.

Ability to: Lead staff members in the development of plans for program growth; work with staff as a team leader to analyze, synthesize, and evaluate program progress and implement changes; developing and maintaining relationships with businesses and other agencies to help support and expand present programs and to organize new ones.



**ATTACHMENT 3.4**

**CLOSING PROCEDURES ASSURANCE DOCUMENT**

By signing this document, I DARLENE BURKE, hereby certify that I am the School Governing Authority President and/or authorized representative of GLASS CITY ACADEMY. If GLASS CITY ACADEMY should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in Ohio Revised Code, Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Community School Closing/Suspension Procedures put in place by the Ohio Department of Education or the sponsor at the time of the School's closing.

Furthermore, the School Governing Authority appoints STEWART B. JESSE, or the then current School leader, as Designee, to coordinate the closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the sponsor at the time of the School's closing are fully completed.

The School Governing Authority President, Treasurer and Designee hereby acknowledge they have reviewed the Ohio Department of Education Community School Closing/Suspension Procedures in effect at the time of executing this document and understand the duties to be undertaken should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law. Additionally, should Governing Authority, School leader, treasurer or designee fail to ensure that all closing requirements are fulfilled the Sponsor will manage the closure process and may require the Governing Authority to reimburse the Sponsor for the costs associated with closure.

Upon closure or suspension of the school, any property that was acquired by the operator or management company of the school using state funds that were paid to the operator or management company by the School Governing Authority as payment for services rendered shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Revised Code.

The designated fiscal officer and/or School Governing Authority shall ensure all financial and enrollment records are delivered to the Sponsor in a timely manner as well as to other entities specified in rule or Ohio Revised Code.

Darlene M Burke  
School Governing Authority President

3/9/23  
Date

Stewart B. Jesse  
Designee

9 Mar 23  
Date

[Signature]  
Treasurer

3/9/23  
Date

**GLASS CITY ACADEMY  
ATTACHMENT 3.7  
PLAN TO ACHIEVE OR CONTINUE  
RACIAL AND ETHNIC BALANCE**

As a public community school, Glass City Academy (“GCA”) will not make enrollment decisions based on race, ethnicity, national origin, or any other protected characteristic. Notwithstanding, GCA will attempt to achieve racial and ethnic balance by maintaining an open, inclusive, and culturally sensitive environment and by marketing to the diverse population that reside near the school’s location.

The Board of GCA will annually evaluate the racial and ethnic balance of the students enrolled in the school in comparison to the local population and the local school district in which GCA is located. Should the Board determine that GCA is not racially and ethnically balanced with the local community, the Board shall make recommendations to the Superintendent, in consultation with GCA’s community school sponsor.

**Admission and Lottery Standards**

The School will not discriminate in its admission of students on the basis of race, religion, color, national origin, disability, intellectual ability, athletic ability, or measurement of achievement or aptitude.

If there are more applicants than there are spaces, students shall be admitted by lot from all those submitting applications. Each applicant will be assigned a number, the numbers will be drawn at random by a disinterested third party, the first number drawn will be the first new applicant placed on a permanent waiting list and so on until all the numbers are drawn. The School may separate the lottery and waiting lists for each grade or age grouping.

Preference, however, will be given to students attending the School the previous year and students who reside in the Toledo Public School District. Preference may be given to siblings of students attending the School the previous year. Preference may also be given to students who are the children of full-time staff members employed by the School provided the total number of students receiving this preference is less than 5% of the School's total enrollment.

**Revised: May 2017**



## 241.5 Enrollment and Residency Policy

The School admits students residing statewide (“admissions area”) and serves ages 15 through 22. The School’s mission is primarily to serve dropouts through its Dropout Prevention and Recovery program, and the School may limit admission to students identified as “at risk” of dropping out.

A child shall be admitted to the School as a student if the child’s parent resides in the School’s admissions area. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place. Upon a change in the location of the student’s or the student’s parent’s primary residence, the student’s parent is required to notify the School and provide updated proof of residency. If the student becomes a homeless child or youth, or when a homeless student changes temporary living arrangement, the student’s home district will be determined as required in R.C. 3314.11(F). All custody or court orders pertaining to the family or student must be turned in when requested, or upon admission.

Upon initial enrollment or change in location of the student’s primary residency, the student (if over **18**) or student’s parent must provide to the School at least one of the following documents to establish proof of residency, provided the document is current, in the student’s or parent’s name, and includes a street address:

- A deed, mortgage, lease, current homeowner’s or renter’s insurance declaration page, or current real property tax bill;
- A utility bill or receipt of utility installation issued within 90 days of enrollment;
- A paycheck or paystub issued to the parent or student within 90 days of enrollment that includes the street 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 street address of the parent’s or student’s primary residence;
- Documented affirmation of address from the student’s home district;
- Notarized affirmation from the student’s parent of the current street address of the parent’s or student’s primary residence;
- A United States *Postal* Service return receipt from a certified letter sent to the student’s parent by the student’s home district;
- Written confirmation from the Ohio Department of Job and Family Services of the street address of the parent’s or student’s primary residence;
- Written confirmation from a local law enforcement agency of the street address of the parent’s or student’s primary residence;
- Any other official document issued to the parent or student that includes the street address of the parent’s or student’s primary residence, as approved by the Ohio Superintendent of Public Instruction.

If the School and parent disagree as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the School and the student’s home district (district of residency) disagree about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student’s home

district. If the district of residence challenges the student's residency, the Director shall make a good faith effort to identify the student's accurate residence and provide the district with documentation of the student's residency.

The Board shall review residency records of enrolled students on a monthly basis. Upon initial enrollment and annually thereafter, the Board shall verify to the Ohio Department of Education the student's home district.

Policy Initially Adopted: September 2012

Policy Revised: May 2017, May 2018, September 2018, December 2018, March 2022



**GLASS CITY ACADEMY  
ATTACHMENT 3.9  
AT-RISK DEFINITION**

Glass City Academy (“GCA”) is a Drop-Out Prevention and Recovery (“DOPR”) high school. For purposes of DOPR enrollment, students are considered to be “at-risk” if they are between the ages of 16 and 21 and are at least one year behind academically.

A student is considered to be behind one year academically if the student meets one or more of the following criteria:

1. The student scores one or more years behind on state standardized test(s);
2. The student has missed one or more years of schooling;
3. The student has been retained at grade level one or more times;
4. The student is over 18 years of age and has not attained a high school diploma;
5. The student does not have the appropriate amount of school academic credits for their grade level; or
6. The student has attempted all required state tests for graduation and has not obtained passing scores.

## **Rights of Individuals with Disabilities**

It is the policy of the School that no otherwise qualified person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity sponsored by the School.

As used in this policy “individual with a disability” means a person who has, or had, or is regarded or was regarded as having, a disabling condition; “disabling condition” means a physical or mental impairment that substantially limits one or more of a person's major life activities and includes specific learning disabilities.

Notice of the School’s policy on nondiscrimination in employment and education practices shall be given in this Policy manual, posted in the School, and published in any School statement regarding the availability of employment positions or special education services.

### Employment

No employee or candidate for employment shall be discriminated against in recruitment, employment, promotion, training, or transfer solely because of his/her disabling condition.

No candidate for employment shall be required to answer a question regarding a disabling condition and no such candidate will be discriminated against on the basis of a disabling condition that is not directly related to the essential functions of the position for which she/he has applied.

Reasonable modifications in scheduling and the allocation of duties, not directly affecting the instructional program, shall be made to accommodate employment conditions to the needs of individuals with disabilities.

### Facilities

Barrier free access to School facilities or an alternative means of providing services shall be provided as required by law so that no individual with a disability is excluded from participation in a School program solely by reason of his/her disability. The School will comply with the building, program and other accessibility requirements of the Americans with Disabilities Act (ADA) and other applicable laws.

### Program

All reasonable efforts shall be made to serve the School’s special needs children eligible for special education and/or related services in accordance with the School’s Special Needs policy. A free appropriate public education shall be provided for each child determined to be in need of special education and/or related services. Such a program of special education shall be provided in the least restrictive environment and in barrier free facilities comparable to those provided for non-disabled students. To the maximum extent appropriate to the student's disability, a disabled student shall be placed in an educational setting with non-disabled or less severely disabled students.

No student will be denied, because of his/her disability, participation in co curricular, intramural, or interscholastic activities or any of the services offered or recognitions rendered regularly to the students of the School.

The due process rights of disabled students and their parents will be rigorously enforced.

#### Section 504

It is the intent of the School to ensure that students who are handicapped within the definition of Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), are identified, evaluated, and provided with appropriate educational services. Students may be identified as handicapped under Section 504 even though they are not eligible to receive services under the Individuals with Disabilities Act.

The Director or his/her designee shall be the Section 504 Compliance Officer. A complaint regarding a violation of law and this policy in an employment decision shall be subject to a grievance procedure (Policy No. 228) that provides for the prompt and equitable resolution of disputes.

#### Procedures

The School shall annually adopt procedures for the Education of Children with Disabilities as approved by the Ohio Department of Education Office of Exceptional Children in **Appendix E**.

*20 USC 1412; 34 CFR 300.220.*

**Adopted: March 20<sup>th</sup>, 2007**

## **ATTACHMENT 3.12**

### **STUDENTS WITH DISABILITIES**

#### a.) Policy to Comply with Federal and State Laws Regarding the Education of Students with Disabilities.

The School has adopted the Ohio Department of Education's Special Education Model Policies and Procedures governing the education of students with disabilities. The School will adopt revisions to the Model Policies and Procedures as they are developed and will continue to comply with federal and state laws regarding the education of students with disabilities.

1. Multiple tiers of student support will be provided by interventions up to and including evaluation for suspected disability.
2. Discipline- A student code of conduct will be created and approved by the Board. The School will implement said policy with all students. For students with disabilities, The School will abide by all federal laws regarding discipline, suspension and expulsion.
3. The School will provide services and accommodations as prescribed in a student's IEP or 504 Plan. Such services will include but not limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The School may contract those services or may choose to hire a qualified individual.
4. The School will employ HQT teacher(s) and para-professionals with proper credentials to provide services for students with disabilities and limited English proficiency.



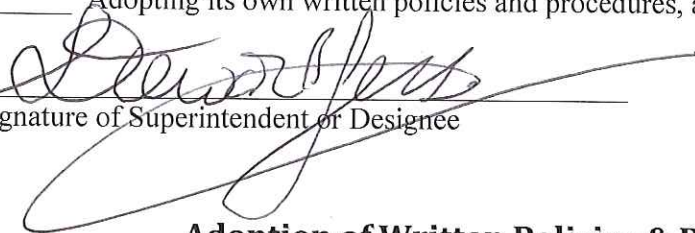
District/School GLASS CITY ACADEMY IRN# 000131

### Adoption of Written Policies & Procedures

The *Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities* ("Operating Standards") require school districts and community schools to adopt written policies and procedures in a number of different areas. Our district/school has chosen to meet this obligation by (check one of the following options):

Adopting the Model Special Education Policies and Procedures prepared by the Ohio Department of Education. We adopted the Model Special Education Policies and Procedures on 9 FEB 17.  
Date

Adopting its own written policies and procedures, attached, on \_\_\_\_\_.  
Date

  
Signature of Superintendent or Designee      9 FEB 17  
Date

### Adoption of Written Policies & Procedures Regarding Determination of a Specific Learning Disability

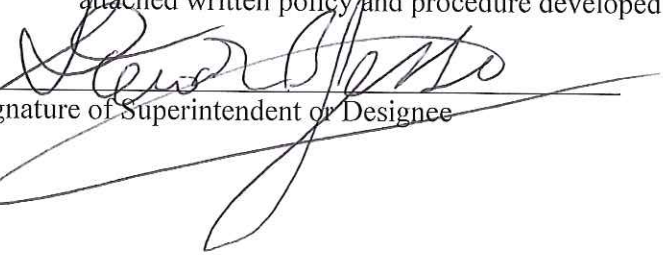
The Operating Standards specifically permit each school district and community school to choose which process that it will use to determine whether a child has a specific learning disability, and does not require the use of a severe discrepancy model. See OAC Rule 3301-51-06(H)(1). The Operating Standards do, however, require districts/schools to develop written procedures for the implementation of any method used to determine the existence of a specific learning disability which, at a minimum, incorporate guidelines developed by the Ohio Department of Education. OAC Rule 3301-51-06(H)(3)(f).

We have chosen to meet this obligation by (check one of the following options):

Using valid, reliable techniques to assess discrepancies between the child's achievement and ability, using a process based on the child's response to scientific, research-based intervention or a combination of these two methods and implementing that method in accordance with guidance set forth in *Procedures and Guidance for Ohio Educational Agencies Serving Children With Disabilities* at § 6.7, Specific Learning Disabilities.

Using one, both or a combination of the two methods described above and writing our own written policies and procedures which were adopted on \_\_\_\_\_.  
Date

Using a process based on other alternative research-based procedures which is described in the attached written policy and procedure developed by the district and adopted on \_\_\_\_\_.  
Date

  
Signature of Superintendent or Designee      9 FEB 17  
Date



# SPECIAL EDUCATION MODEL POLICIES AND PROCEDURES

Adopted on:

February 9, 2017  
Date

By:

Darlene M. Burki, Glass City Academy  
District

July 1, 2009

## INTRODUCTION

By adopting these Model Policies and Procedures, the GLASS CITY ACADEMY (the "District") is adopting written policies and procedures regarding the manner in which the District fulfills its obligations under the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and the *Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities* (hereafter referred to as the "Operating Standards"). The Operating Standards require that the District adopt written policies and procedures in a number of different areas, and the District has chosen to adopt the model policies and procedures promulgated by the Ohio Department of Education's Office for Exceptional Children (ODE-OEC) in order to satisfy these requirements of the Operating Standards.

This document, while comprehensive, does not include every requirement set forth in the IDEA, the regulations implementing IDEA, the Operating Standards, the Ohio Revised Code (ORC) and/or the Ohio Administrative Code (OAC). The District recognizes its obligation to follow these laws, regardless of whether their provisions are restated in the Model Policies and Procedures.



## **I. FREE APPROPRIATE PUBLIC EDUCATION (FAPE)**

The District ensures that a free appropriate public education (FAPE) is made available to all children with disabilities between the ages of 3 and 21, inclusive, in accordance with IDEA and the Operating Standards.

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### **A. RESIDENTIAL PLACEMENT**

If the District places a child with a disability in a public or private residential program deemed necessary to provide special education and related services to a child with a disability, the program, including non-medical care and room and board, is at no cost to the parents of the child.

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### **B. ASSISTIVE TECHNOLOGY**

The District makes assistive technology available if required as part of the child's special education, related services or supplementary aids and services.

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### **C. EXTENDED SCHOOL YEAR (ESY) SERVICES**

The District ensures that extended school year services are provided if a child's individualized education program (IEP) team determines that the services are necessary for the provision of FAPE to the child. If a child is transitioning from Part C services, the District considers extended school year (ESY) services as part of the IEP process.

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### **D. NONACADEMIC SERVICES**

The District takes steps, including the provision of supplementary aids and services determined appropriate and necessary by the child's IEP team, to provide nonacademic and extracurricular services and activities in the manner necessary to afford children with disabilities an equal opportunity for participation in those services and activities as provided to students without disabilities.

Nonacademic and extracurricular services and activities include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the school district, referrals to agencies that provide assistance to individuals with disabilities and employment of students, including both employment by the school district and assistance in making outside employment available.

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### **E. PROGRAM OPTIONS AND PHYSICAL EDUCATION**

The District takes steps to ensure that children with disabilities served by the District have available to them the variety of educational programs and services available to nondisabled

children served by the school district, including art, music, industrial arts, consumer and homemaking education and vocational education.

The District ensures that a child with a disability receives appropriate physical education services. The District affords each child with a disability the opportunity to participate in a regular physical education program available to non-disabled children, unless the child is enrolled full time in a separate facility or needs specially designed physical education, as prescribed in the child's IEP. The District provides a specially designed physical education program if prescribed by the IEP.

For preschool children, the District considers adapted physical education or related services, as appropriate, in conjunction with center-based or itinerant teacher services, and considers the factors set forth in 3301-51-11(F) of the Operating Standards.

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## **F. TRANSPORTATION**

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The District provides, as a related service, transportation service in accordance with IDEA and the Operating Standards.

## II. CONFIDENTIALITY

The District safeguards the confidentiality of personally identifiable information at use, collection, storage, retention, disclosure and destruction stages. In the District, \_\_\_\_\_ (name of responsible official) is responsible for maintaining the confidentiality of personally identifiable information. The District ensures that all persons collecting or using personally identifiable information receive training and instruction regarding the District's policies regarding that information. The District maintains for public inspection a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information. The District gives notice to all parents of students receiving special education and related services that is adequate to fully inform parents about confidentiality requirements, in accordance with 3301-51-04(C) of the Operating Standards. The District also ensures that its contractors adhere to applicable confidentiality requirements.

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### A. ACCESS RIGHTS

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The District permits parents (or a representative of a parent) to inspect and review any education records relating to their children that are collected, maintained, or used by the District. If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information. The District does not charge a fee to search for or retrieve information. The District may charge a fee for copies of records, but does not charge a fee for copies of records that will effectively prevent the parents from exercising their right to inspect and review records.

The District complies with a request to access records without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to 3301-51-05 of the Operating Standards, and any resolution session pursuant to 3301-51-05 of the Operating Standards, and in no case more than 45 days after the request has been made.

The District responds to reasonable requests for explanations and interpretations of the records, provides copies if failure to provide copies would effectively prevent the parent from exercising the right to inspect and review the records and permits a representative of a parent to inspect and review records.

The District presumes that a parent has the authority to inspect and review records relative to that parent's child unless the District has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation and divorce.

Upon request, the District provides parents a list of the types and locations of education records collected, maintained or used by the District.

The District keeps a record of parties obtaining access to education records collected, maintained or used under Part B of the IDEA (except access by parents and authorized employees of the



participating agency), including the name of the party, the date access was given and the purpose for which the party is authorized to use the records.

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## **B. AMENDMENT OF RECORDS/HEARING PROCESS**

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If a parent requests the District to amend the information in the education records collected, maintained or used in the provision of special education or related services, the District decides whether to amend the information in accordance with the request within a reasonable period of time. If the District decides to refuse to amend the information in accordance with the request, it informs the parent of the refusal and advises the parent of the right to a hearing as set forth below and in 3301-51-04 of the Operating Standards.

### **(1) HEARING PROCEDURE**

If the parent requests a hearing to challenge information in education records, the hearing is conducted in accordance with the procedures in 34 Code of Federal Regulations (C.F.R.) 99.22 (July 1, 2005) and within a reasonable period of time after the District receives the request. The hearing is conducted in accordance with the following procedures:

- (a) The parents shall be given notice of the date, time and place reasonably in advance of the hearing;
- (b) The records hearing shall be conducted by any individual, including an official of the District, who does not have a direct interest in the outcome of the hearing;
- (c) The parents shall be afforded a full and fair opportunity to present evidence relevant to the child's education records and the information the parent believes is inaccurate or misleading or violates the privacy or other rights of the child;
- (d) The parents may, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney;
- (e) The District makes its decision in writing within a reasonable period of time after the hearing; and
- (f) The decision is based solely upon the evidence presented at the hearing and includes a summary of the evidence and the reasons for the decision.

### **(2) RESULTS OF HEARING**

If the District, as a result of the hearing, decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it amends the information accordingly and informs the parent in writing.

If the District, as a result of the hearing, decides that the information is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it must inform the parent of the parent's right to place in the child's records a statement commenting on the information or setting forth any reasons the parents disagree with the decision of the District.

Any explanation placed in the records of a child are:

- (a) Maintained by the District as part of the records of the child as long as the record or contested portion is maintained by the District; and



- (b) Disclosed any time the records of the child or the contested portion is disclosed by the District to any party.

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### **C. PARENTAL CONSENT PRIOR TO DISCLOSURE OF RECORDS**

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The District obtains parental consent before personally identifiable information is disclosed to parties, other than officials of participating agencies in accordance as defined by 3301-51-04(B)(3) of the Operating Standards, unless the information is contained in education records and the disclosure is authorized without parental consent under the Family Educational Rights and Privacy Act of 1974, August 1974, 20 U.S.C. 1232g (FERPA).

The parent's consent must be in writing, signed and dated and must:

- (1) Specify the records to be disclosed;
- (2) State the purpose of the disclosure; and
- (3) Identify the party or class of parties to whom the disclosure may be made.

The District obtains parental consent, or the consent of an eligible child who has reached the age of majority under Ohio law, before personally identifiable information is released:

- (1) To officials of participating agencies providing or paying for transition services in accordance with 3301-51-07 of the Operating Standards;
- (2) To officials in another district or school in connection with the child's enrollment in a nonpublic school; and/or
- (3) For purposes of billing insurance and/or Medicaid.

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### **D. TRANSFER OF RIGHTS AT AGE OF MAJORITY**

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The District affords rights of privacy to children similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.

The rights of parents regarding education records under FERPA transfer to the child at age 18.

If the rights accorded to parents under Part B of the IDEA are transferred to a child who reaches the age of majority (which is 18 in Ohio), the rights regarding education records also transfer to the child. See Chapter IV, Procedural Safeguards, Section G, regarding the transfer of rights under IDEA at the age of majority.

Once a child reaches the age of 17, the IEP must include a statement that the child has been informed regarding this transfer of rights.

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### **E. DISCIPLINARY INFORMATION AND REPORTS TO LAW ENFORCEMENT**

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The District includes in the records of a child with a disability a statement of any current or previous disciplinary action that has been taken against the child and transmits the statement to

the same extent that disciplinary information is included in, and transmitted with, the records of nondisabled children.

When a child transfers from the District, the transmission of any of the child's records includes both the child's current IEP and any statement of current or previous disciplinary action that has been taken against the child.

A statement of disciplinary action shall:

- (1) Specify the circumstances that resulted in the disciplinary action and provide a description of the disciplinary action taken if the disciplinary action was taken because the child:
  - (a) Carried a weapon to or possessed a weapon at school, on school premises or to or at a school function;
  - (b) Knowingly possessed or used illegal drugs, or sold or solicited the sale of a controlled substance, while at school, on school premises or at a school function; or
  - (c) Inflicted serious bodily injury upon another person while at school, on school premises or at a school function; and
- (2) Include any information that is relevant to the safety of the child and other individuals involved with the child.

A statement of disciplinary action may include a description of any other behavior engaged in by the child that required disciplinary action, and a description of the disciplinary action taken.

If the District reports a crime to the appropriate law enforcement officials, the District transmits copies of the special education and disciplinary records of the child to those officials only to the extent that the transmission is permitted by FERPA and any other applicable laws.

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## **F. DESTRUCTION OF RECORDS**

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The District informs parents when personally identifiable information is no longer needed to provide educational services to the child. If the parents request, the information is then destroyed. However, a permanent record of a student's name, address, telephone number, grades, attendance record, classes attended, grade level completed and year completed is maintained without time limitation.

### **III. CHILD FIND**

In accordance with federal law, the District assumes responsibility for the location, identification and evaluation of all children birth through age 21 who reside within the district and who require special education and related services.

This includes students who are:

- (1) Advancing from grade to grade;
- (2) Enrolled by their parents in private elementary or private secondary schools, including religious schools, located in our District (regardless of the severity of their disability);
- (3) Wards of the state and children who are highly mobile, such as migrant and homeless children; and
- (4) Home-schooled.

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#### **A. RESPONSIBILITY FOR DETERMINING ELIGIBILITY**

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In the District, the Evaluation Team ensures that the student meets the eligibility requirements of IDEA and state regulations.

In all cases, the Evaluation Team will not determine that a student has a disability if the suspected disability is because of a lack of instruction in reading or math. If the student is not proficient in English, the District will not identify the student as disabled if the limited English proficiency (LEP) is the cause of the suspected disability.

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#### **B. CHILD IDENTIFICATION PROCESS**

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##### **(1) GENERAL**

The District has a child identification process that includes the location, identification and evaluation of a child suspected of having a disability. \_\_\_\_\_ (title of individual or department) coordinates the child identification process. The department and its staff use a variety of community resources and systematic activities in order to identify children requiring special services. District staff members consult with appropriate representatives of private school students attending private schools located in the District in carrying out this process. The District ensures that this process for students attending private or religious schools located in the District is comparable to activities undertaken for students with disabilities in the public schools.

##### **(2) IDENTIFICATION OF CHILDREN BETWEEN THE AGES OF BIRTH TO AGE 3.**

When the District becomes aware of a child between the ages of birth to 3 who has or may have a disability, it either:

- (a) Makes a child referral directly to the county family and children first council responsible for implementing the "Help Me Grow" (HMG) early intervention services under Part C of the IDEA; and/or



- (b) Provides the parents with the information so that they can make the referral themselves.

Parents may opt out of and/or opt not to be referred for Part C services. They may request an evaluation from the District to determine if their child has a disability that may require special education. These parents are entitled to an evaluation from the District, even if the child is between the ages of birth to 3. The District is responsible for providing an evaluation but is not responsible for the provision of FAPE for an eligible child until the child is age 3.

### **(3) TRANSITION TO SPECIAL EDUCATION FROM HELP ME GROW (HMG).**

The District and the county family and children first council responsible for HMG have a current interagency agreement that includes processes for the referral of children from HMG to the District. The District has an assigned transition contact, \_\_\_\_\_, who is the primary person responsible for contact with HMG regarding children transitioning from that program.

- (a) If invited by a representative of HMG (and with parent permission), a District representative attends a transition conference to discuss transition from early intervention services to preschool for a child suspected of having a disability.
- (b) If the parents request, the District invites the Part C service coordinator to the initial IEP meeting.

If there is a suspected disability and the child is eligible for special education and related services as a preschool child, the District works to ensure that an IEP is in place and implemented by the child's third birthday. In the case of children who are 45 days or less from their 3<sup>rd</sup> birthdays and who are suspected of having disabilities, an evaluation is completed within 60 days of parental consent, but an IEP is not required by their third birthdays.

As part of the IEP process, the IEP team determines if extended school year services are required for the preschool child.

### **(4) COORDINATION WITH OTHER AGENCIES.**

The District has interagency agreements with Head Start programs within the school district's service delivery that provide for:

- (a) Service coordination for preschool children with disabilities, 3 through 5 years of age, in a manner consistent with the state interagency agreement for service coordination with Head Start; and
- (b) Transition of children eligible for special education and related services as a preschool child at age 3.

The District also has interagency agreements with the relevant county board(s) of MR/DD for identification, service delivery and financial responsibilities to adequately serve preschool children with disabilities 3 through 5 years of age.

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## **C. DATA COLLECTION**

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The District maintains an education management information system and submits data to ODE pursuant to rule 3301-14-01 of the Administrative Code. The District's collection of data includes information needed to determine if significant disproportionality based on race and ethnicity is occurring in the District with respect to the identification of children as children with disabilities, the placement of children in educational settings and the incidence, duration and type of disciplinary actions.

## **IV. Procedural Safeguards**

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### **A. PRIOR WRITTEN NOTICE**

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The District provides prior written notice as required by IDEA and Operating Standards. See Appendix A which summarizes the situations in which prior written notice is required. The District uses the form required by ODE-OEC Prior Written Notice PR-01.

#### **(1) CONTENT OF PRIOR WRITTEN NOTICE**

The prior written notice, in accordance with the IDEA regulations and the Operating Standards, includes the following information to ensure that parents are fully informed of the action being proposed or refused:

- (a) A description of the action proposed or refused by the District;
- (b) An explanation of why the District proposes or refuses to take this action;
- (c) A description of other options that the IEP team considered and the reasons why those options were rejected;
- (d) A description of each evaluation procedure, assessment, record or report that the District used as a basis for the proposed or refused action;
- (e) A description of other factors that are relevant to the District's proposal or refusal;
- (f) A statement that the parents of a child with a disability have procedural safeguards and, if the notice is not an initial referral for evaluation, the means by which a copy of the description of procedural safeguards can be obtained; and
- (g) Sources for parents to contact to obtain assistance in understanding the provisions of Ohio's rule regarding procedural safeguards.

#### **(2) COMMUNICATION OF THE PRIOR WRITTEN NOTICE**

The District provides the notice in the native language of the parents or other mode of communication used by the parents unless it is clearly not feasible to do so.

If the native language or other mode of communication is not a written language, the District takes steps to have the notice translated orally or by other means to the parent in the parent's native language or other mode of communication. The District takes steps to ensure that such parents understand the content of the notice and maintains written evidence that both requirements set forth in this paragraph, if applicable, have been met.

The District may provide the prior written notice, procedural safeguards notice and the notification of a due process complaint by e-mail if the parents choose to receive the notices electronically.

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### **B. PROCEDURAL SAFEGUARDS NOTICE**

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Parents of a child with a disability are entitled to specific procedural safeguards under IDEA and the Operating Standards.



*Whose IDEA Is This? A Parent's Guide to the Individuals with Disabilities Education Improvement Act of 2004*, developed by ODE-OEC, includes a full explanation of these procedural safeguards as required by IDEA and 3301-51-02, 3301-51-04 and 3301-51-05 of the Operating Standards.

The District provides parents with a copy of *Whose IDEA Is This?* at least once a year. This includes:

- (1) Providing a copy to the parents of a child who transfers into the District from out-of-state; and
- (2) Providing a copy to the parents of a child who transfers into the District from an in-state school if the sending District has not provided a copy to the parents during the current school year.

In addition, the District provides parents with a printed copy of this procedural safeguards notice in each of the following circumstances:

- (1) The initial referral or parental request for evaluation;
- (2) The receipt of the first due process complaint in a school year;
- (3) A change in placement for disciplinary action; and
- (4) When requested by the parents or the child who has reached the age of majority.

In providing *Whose IDEA is This?*, the District follows the procedures for communication that are described above under Prior Written Notice.

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## **C. PARENTAL CONSENT**

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Consent means that the parents:

- (a) Have been fully informed, in the parents' native language or other mode of communication, of all information relevant to the activity for which consent is sought;
- (b) Understand and agree in writing to the carrying out of the activity for which the consent was asked. The consent describes that activity and lists the records (if any) that will be released and to whom they will be released; and
- (c) Understand that the granting of consent is voluntary and may be revoked at any time.

### **(1) ACTIONS REQUIRING INFORMED WRITTEN PARENTAL CONSENT**

The District obtains written consent from the parents before:

- (a) Conducting an initial evaluation to determine if a child is eligible for special education;
- (b) Initially providing special education and related services;
- (c) Conducting a reevaluation when assessments are needed;
- (d) Making a change in placement on the continuum of alternative placement options (i.e., regular classes, special classes, special schools, home instruction and instruction in hospitals and institutions); and
- (e) Releasing personally identifiable information about the child to any person other than a person authorized to obtain those records without parental consent pursuant to FERPA. For example, parental consent is obtained prior to releasing records to a representative of



an agency that is likely to be responsible for providing or paying for transition services or for the purposes of billing Medicaid.

The District uses the ODE-OEC required Consent for Evaluation PR-05 form to obtain written parental consent for evaluation and reevaluation and the required IEP PR-07 form to obtain written parental consent for the initial provision of special education and related services and for making a change in placement.

The District does not obtain written parental consent when reviewing existing data as part of an evaluation or reevaluation or when administering a test or evaluation that is given to all children, unless consent is required of all parents.

## **(2) CHANGE IN PLACEMENT**

Once the District receives the initial parental consent for special education and related services, the District must obtain consent only for a change in placement. A “change of placement” means a change from one option on the continuum of alternative placements to another (instruction in regular classes, special schools, home instruction and instruction in hospitals and institutions).

If the District cannot obtain parental consent, it may file a due process complaint requesting a due process hearing or engage in conflict resolution to obtain agreement or a ruling that the placement may be changed.

## **(3) PARENTS’ FAILURE TO RESPOND OR REFUSAL TO PROVIDE CONSENT**

The District makes “reasonable efforts” to contact parents and obtain written parental consent that may include:

- (a) Written correspondence;
- (b) Phone calls;
- (c) Electronic mail communications, to include but not limited to e-mail and password-protected parent pages; and/or
- (d) Visits to the home or parents’ places of employment.

The District documents its attempts. If the parents fail to respond or refuse to provide consent, the District proceeds as follows:

## **(4) INITIAL EVALUATION**

If the parents fail to respond to the District’s efforts to obtain consent or refuse consent for the initial evaluation, the District may:

- (a) Request a due process hearing and engage in conflict resolution (e.g., resolution meeting and/or mediation) to convince the parents to provide their consent; or
- (b) Decide not to pursue the initial evaluation and provide the parents with prior written notice.

If the child is being home schooled or has been placed in a private school at the parents' expense, the District cannot file a due process complaint or request the parents to participate in a resolution meeting and/or mediation.

#### **(5) REEVALUATION**

If the parents fail to respond to the District's efforts to obtain consent for a reevaluation when assessments are needed, the District proceeds with the reevaluation.

If the parents expressly refuse consent for a reevaluation when assessments are needed, the District may:

- (a) Agree with the parents that a reevaluation is unnecessary;
- (b) Conduct a reevaluation by utilizing data and/or documentation that the District already possesses;
- (c) Request a due process hearing and engage in conflict resolution (e.g., resolution meeting and/or mediation) to convince the parents to provide their consent; or
- (d) Decide not to pursue having the child reevaluated.

The District continues to provide FAPE to the child if the District agrees with the parents that a reevaluation is unnecessary.

#### **(6) INITIAL PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES**

If the parents do not attend the IEP meeting to develop the IEP for the initial provision of services, the District attempts to obtain written parental consent through other methods such as calling the parents, corresponding with the parents and or visiting the parents.

If the parents expressly refuse consent, as evidenced by their signatures on the IEP indicating that consent is not given, the District maintains a copy of the signed IEP showing that the District offered FAPE.

If the parents fail to respond or refuse consent, the District provides the parents with prior written notice and continues to provide the child with appropriate interventions in the regular education classroom. The District may not request a due process hearing or engage in conflict resolution to obtain agreement or a ruling that services may be provided to the child.

The District does not use the parents' refusal to consent to one service or activity to deny the parents or the child any other service, benefit or activity in the District, except in those instances in which IDEA authorizes that denial.

#### **(7) REVOCATION OF CONSENT**

The parents may revoke consent for and remove the child from special education and related services. Once the District receives written revocation of consent, it provides the parents with prior written notice and continues to provide the child with appropriate interventions through the regular education environment.



The District is not required to amend the child's education records to remove any references to the child's receipt of special education and related services because of the revocation of consent.

If a parent has provided written revocation of consent, the District does not file a due process complaint or engage in conflict resolution to attempt to obtain agreement or a ruling that special education and related services may be provided to the child.

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## **D. INDEPENDENT EDUCATIONAL EVALUATION**

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Parents who disagree with an evaluation that was completed or obtained by the District may request an independent educational evaluation at public expense. Parents are entitled to request only one independent educational evaluation at public expense each time the District conducts an evaluation with which the parents disagree.

### **(1) INDEPENDENT EDUCATIONAL EVALUATION AT PUBLIC EXPENSE**

If the parents request an independent educational evaluation at public expense, the District either:

- (a) Ensures that an independent evaluation is provided at public expense; or
- (b) Files a due process complaint requesting a hearing to show that the District's evaluation is appropriate.

If the District files a due process complaint and the final decision is that the District's evaluation is appropriate, the parent still has the right for an independent educational evaluation, but not at the public expense.

### **(2) PARENT INITIATED EVALUATIONS**

If a parent obtains an independent educational evaluation at public expense or shares with the District an evaluation obtained at private expense, the District considers that evaluation, if it meets District criteria, in any decision made with respect to the provision of FAPE to the child.

### **(3) DISTRICT CRITERIA**

If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria which the District uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an independent educational evaluation. Except for the above-mentioned criteria, the District does not impose conditions or timelines related to obtaining an independent educational evaluation at public expense.

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## **E. CONFLICT RESOLUTION**

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### **(1) ADMINISTRATIVE REVIEWS**

Within 20 days of receipt of a complaint from a child's parents or another educational agency, the District's superintendent, or the superintendent's designee, conducts a review, may hold an administrative hearing and notifies all parties of the decision in writing.

- (a) All parties have the right to invite others, including legal counsel, to participate in the review.
- (b) The review is conducted at a time and place convenient to all parties.
- (c) Every effort is made to resolve any disagreements at the administrative review.

### **(2) MEDIATION**

At its discretion, the District participates in the resolution of disputes with other parties through the voluntary mediation processes available through ODE-OEC.

### **(3) IMPARTIAL DUE PROCESS HEARING/RESOLUTION MEETINGS**

Due process complaints filed against the District proceed in the manner set forth in 3301-51-05(K) of the Operating Standards.

The District convenes a resolution meeting before the initiation of a due process hearing. The resolution meeting:

- (a) Occurs within 15 days of the receipt of notice of the parents' due process complaint;
- (b) Includes a representative of the District who has decision-making authority on behalf of the District;
- (c) Does not include the District's attorney unless the parents are accompanied by an attorney;
- (d) Provides an opportunity for the parents to discuss their due process complaint and the facts the complaint is based on; and
- (e) Provides the District an opportunity to resolve the dispute.

The District does not hold a resolution meeting if the parents and the District agree in writing to waive the meeting or agree to use the mediation process. Also, if the District files the due process complaint, it is not required to hold a resolution meeting.

The District, if it is the child's school district of residence, is responsible for conducting the impartial due process hearing utilizing the hearing officer appointed by ODE-OEC. The District follows the procedures required by 3301-51-05(K)(10)–(15) of the Operating Standards when conducting a hearing at a time and place that is reasonably convenient to the parents and the child involved.

If the parents request to inspect and review any education records relating to their child, the District replies without unnecessary delay and makes the records available before the hearing.



The District provides the parents with one copy of the written, or at the option of the parents, an electronic verbatim record of the hearing and findings of fact and decision at no cost. The decision is final except that any party to the hearing may appeal the decision to ODE-OEC.

The District pays for the costs incurred for the hearing except for expert testimony, outside medical evaluations, witness fees, subpoena fees and cost of counsel requested by the other party to the hearing and compensates the hearing officer as provided in 3301-51-05(K)(16)(d) of the Operating Standards. If the hearing was requested by another agency, the District shares the costs of the hearing except for the costs identified in the preceding sentence.

Any further appeals or actions proceed in accordance with 3301-51-05 of the Operating Standards.

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## **F. CHILD'S STATUS DURING DUE PROCESS PROCEEDINGS/CODE OF CONDUCT VIOLATIONS**

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### **(1) CHILD'S STATUS DURING DUE PROCESS PROCEEDINGS**

The District ensures that a child remains in the current educational placement during the pendency of any administrative or judicial proceeding regarding a due process complaint, unless the state or the District and the parents of the child agree otherwise. If the state level review officer agrees with the child's parents that a change in placement is appropriate, that placement is treated as an agreement between the state and the parents.

If the complaint involves an application for initial admission to the District, the child, with the consent of the parents, is placed in the District until the completion of all proceedings.

If the complaint involves an application for services from a child who is transitioning from Part C to Part B, the District provides those special education and related services that are not in dispute, if the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of special education and related services.

### **(2) DISCIPLINARY PROCEEDINGS**

The District may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the other requirements of 3301-51-05 of the Operating Standards, is appropriate for a child with a disability who violates a code of student conduct.

#### **(a) Changes in placement less than 10 consecutive school days**

The District may remove a child with a disability who violates a code of student conduct from the child's current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 consecutive school days (to the extent those alternatives are applied to children without disabilities), and for additional removals of not more

than 10 consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change of placement).

The District considers on a case-by-case basis whether a pattern of removals constitutes a change of placement. A change in placement occurs if:

- (1) The removal is for more than 10 consecutive school days, **or**
- (2) The child has been subjected to a series of removals that constitute a pattern:
  - (a) Because the series of removals totals more than 10 school days in a school year;
  - (b) Because the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
  - (c) Because of such additional factors as the length of each removal, the total amount of time the child has been removed and the proximity of the removals to one another.

**(b) Services during removal from current placement**

The District provides services to a child removed from the child's current placement as follows:

- (1) If the child has been removed from the child's current placement for 10 school days or less in the school year, services are provided only to the extent that services are provided to a child without disabilities who is similarly removed;
- (2) After a child with a disability has been removed from the child's current placement for 10 school days in the same year (under circumstances in which the current removal is for not more than 10 consecutive days and is **not** a change in placement), the District provides services, as determined by school personnel in consultation with at least one of the child's teachers, so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP;
- (3) If the removal is a change in placement, the child's IEP team determines appropriate services; and
- (4) If a child with a disability is removed from the child's current placement for either more than 10 consecutive days for behavior that is determined **not** to be a manifestation of the child's disability or under circumstances that constitute special circumstances, as defined below, the District ensures that the child:
  - (a) Continues to receive educational services so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and
  - (b) Receives, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

**(c) Manifestation determination**

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school district, the parent and relevant members of the child's IEP team (as determined by the parent and the school district) must review all relevant information in the child's file, including the child's IEP, any teacher observations and any relevant information provided by the parents to determine if the conduct



was a manifestation of the child's disability. The District determines that the conduct is a manifestation of the child's disability:

- (1) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- (2) If the conduct in question was the direct result of the school district's failure to implement the IEP.

If the District, parents and relevant members of the IEP team determine that the conduct in question was the direct result of the school district's failure to implement the IEP, the District takes immediate steps to remedy those deficiencies.

- (1) If the conduct was a manifestation of the child's disability, the IEP team either:
  - (a) Starts to conduct a functional behavioral assessment within 10 days of the manifestation determination and complete the assessment as soon as practicable, unless the school district had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implemented a behavioral intervention plan for the child; **or**
  - (b) If a behavioral intervention plan already has been developed, within 10 days of the manifestation determination, reviews the behavioral intervention plan and the implementation of the plan, and modifies it, as necessary, to address the behavior subject to disciplinary action; **and**
- (2) Returns the child to the placement from which the child was removed, unless the parent and the District agree to a change of placement as part of the modification of the behavioral intervention plan.

**(d) Special circumstances.**

The District may remove a child to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child:

- (1) Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of ODE or a school district;
- (2) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of ODE or a school district; or
- (3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of ODE or a school district.

The District defines the terms controlled substance, weapon, illegal drug and serious bodily injury in accord with 3301-51-05(K)(20)(h)(i) of the Operating Standards.

On the date on which the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of student conduct, the school district must notify the parents of that decision and provide the parents with the procedural safeguards notice described in Section B above.

### **(e) Expedited Due Process Hearing**

The District or the parents may submit a due process complaint requesting an expedited due process hearing to appeal a decision made during disciplinary procedures.

- (1) The District may request a an expedited due process hearing if it believes that maintaining the current placement of a child is substantially likely to result in injury to the child or to others.
- (2) The parents may request an expedited due process hearing to appeal decisions regarding placement for disciplinary removals or the manifestation determination.

The District is responsible for conducting the expedited due process hearing utilizing the hearing officer appointed by ODE-OEC. The District follows the procedures that apply for other due process hearings except that the expedited due process hearing must occur within 20 school days after the date the due process complaint is filed and no extensions of time shall be granted. The hearing officer then must make a determination within 10 school days after the hearing. The District follows the expedited timelines and the procedures set forth in 3301-51-05(K)(22)(c)-(d) of the Operating Standards.

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## **G. TRANSFER OF PARENTAL RIGHTS AT AGE OF MAJORITY/STUDENT NOTIFICATION**

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Once a child reaches the age of majority, the District sends all required notices to both the student and parent, unless the student has been determined incompetent under state law. If a child with a disability is incarcerated in an adult or juvenile correctional institution, prior written notices are provided to both the parents and the student.

One year before the child's 18<sup>th</sup> birthday, the District notifies both the parents and the child of the parental rights that will transfer to the child upon reaching the age of majority (age 18) and provides the child with a copy of *Whose IDEA Is This?* The District documents this notice on the child's IEP PR-07 form.

Once the child turns 18, the District obtains informed written consent, as required by the Operating Standards, from the student, unless the student has been determined incompetent under state law.

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## **H. SURROGATE PARENTS**

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The District ensures that the rights of a child are protected when:

- (1) No parent, as defined in 3301-51-01 of the Operating Standards, can be identified;
- (2) The District, after making reasonable efforts, cannot locate a parent;
- (3) The child is a ward of the state; or
- (4) The child is an unaccompanied homeless youth as defined by 3301-51-05(E)(1)(d) of the Operating Standards.

One way in which the District protects the rights of such children is through the assignment of surrogate parents where appropriate. The District has a method for determining when a child needs a surrogate parent and for assigning a surrogate parent to the child, and complies with the requirements of 3301-51-05(E) of the Operating Standards regarding surrogate parents.



## **V. EVALUATION**

The District ensures that initial evaluations are conducted and that reevaluations are completed for children residing within the District. The District uses a referral process to determine whether or not a child is a child with a disability. The District also provides interventions to assist a child who is performing below grade-level standards. The provision of intervention services is not used to unnecessarily delay a child's evaluation for purposes of determining eligibility for special education services.

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### **A. INITIAL EVALUATION**

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#### **1. TIMING AND INITIATION**

The district conducts an evaluation before the initial provision of special education and related services. Either a parent of a child or a public agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.

Within 30 days of receipt of a request for an evaluation, the District either obtains parental consent for an initial evaluation or provides to the parents prior written notice stating that the school district does not suspect a disability and will not be conducting an evaluation.

The initial evaluation:

- (a) Is conducted within 60 days of receiving parental consent for the evaluation unless the exception set forth in 3301-51-06(B)(5) of the Operating Standards applies; and
- (b) Consists of procedures:
  - (i) To determine if the child is a child with a disability as defined in 3301-51-01(B)(10) of the Operating Standards; and
  - (ii) To determine the educational needs of the child.

The district obtains parental consent before conducting an evaluation. See Chapter IV, Section C, regarding parental consent requirements.

The evaluation team consists of the IEP team and other qualified professionals.

#### **2. THE EVALUATION PLAN AND EVALUATION TEAM REPORT**

As part of the initial evaluation, if appropriate, and as part of any reevaluation, the evaluation team shall develop an evaluation plan that will provide for the following and be summarized in an evaluation team report:

- (a) Review of existing evaluation data on the child, including:
  - (i) Evaluations and information provided by the parents of the child;
  - (ii) Current classroom-based, local or state assessments and classroom-based observations;
  - (iii) Observations by teachers and related services providers;
  - (iv) Data about the child's progress in the general curriculum, or, for the preschool-age child, data pertaining to the child's growth and development;

- (v) Data from previous interventions, including:
  - (a) Interventions required by rule 3301-51-06 of the Operating Standards and
  - (b) For the preschool child, data from early intervention, community, or preschool program providers; and
- (vi) Any relevant trend data beyond the past twelve months, including the review of current and previous IEPs; and
- (b) On the basis of that review and input from the child's parents, identify what additional data, if any, are needed to determine:
  - (i) Whether the child is a child with a disability, as defined in 3301-51-01 of the Operating Standards, and the educational needs of the child;
  - (ii) In the case of a reevaluation of a child, whether the child continues to have such a disability and the educational needs of the child;
  - (iii) The present levels of academic achievement and related developmental needs of the child;
  - (iv) Whether the child needs special education and related services; or
  - (v) In the case of a reevaluation of a child, whether the child continues to need special education and related services; and
  - (vi) Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general education curriculum.

The District administers such assessments and other evaluation measures as may be needed to produce the data identified above. The district provides prior written notice to the parents of a child with a disability that describes any evaluation procedures the school district proposes to conduct.

### 3. CONDUCT OF EVALUATION

In conducting the evaluation, the District:

- (a) Uses a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the child, including information provided by the parent, that may assist in determining:
  - (i) Whether the child is a child with a disability as defined in 3301-51-01(B)(10) of the Operating Standards; and
  - (ii) The content of the child's IEP, including information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child to participate in appropriate activities);
- (b) Does not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child; and
- (c) Uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.



The District ensures that:

- (a) Assessments and other evaluation materials used to assess a child:
  - (i) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
  - (ii) Are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information about what the child knows and can do academically, developmentally and functionally, unless it is clearly not feasible to so provide or administer;
  - (iii) Are used for the purposes for which the assessments or measures are valid and reliable;
  - (iv) Are administered by trained and knowledgeable personnel; and
  - (v) Are administered in accordance with any instructions provided by the producer of the assessments.
- (b) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- (c) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure rather than reflecting the child's impaired sensory, manual or speaking skills (unless those skills are the factors that the test purports to measure);
- (d) A school age child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities;
- (e) Preschool children are assessed in the following developmental areas: adaptive behavior, cognition, communication, hearing, vision, sensory/motor function, social-emotional functioning and behavioral function.
- (f) Assessments of children with disabilities who transfer from one school district to another school district in the same school year are coordinated with the children's prior and subsequent schools, as necessary and as expeditiously as possible, consistent with 3301-51-06(B)(5)(b) and (B)(6) of the Operating Standards, to ensure prompt completion of the full evaluations.
- (g) In evaluating each child with a disability under 3301-51-06(E)-(G) of the Operating Standards, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.
- (h) Assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child are provided.
- (i) Medical consultation shall be encouraged for a preschool or school-age child on a continuing basis, especially when school authorities feel that there has been a change in the child's behavior or educational functioning or when new symptoms are detected; and
- (j) For preschool-age children, as appropriate, the evaluation shall include the following specialized assessments:



- (i) Physical examination completed by a licensed doctor of medicine or doctor of osteopathy in cases where the disability is primarily the result of a congenital or acquired physical disability;
- (ii) Vision examination conducted by an eye care specialist in cases where the disability is primarily the result of a visual impairment; and
- (iii) An audiological examination completed by a certified or licensed audiologist in cases where the disability is primarily the result of a hearing impairment.

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## **B. ELIGIBILITY DETERMINATION AND EVALUATION TEAM REPORT**

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### **1. COMPLETION OF THE EVALUATION TEAM REPORT**

The following occurs upon completion of the administration of assessments and other evaluation measures:

- (a) The IEP team and other qualified professionals and the parent of the child determines whether the child is a child with a disability, in accordance with the Operating Standards; and
- (b) The District provides a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent.

The written evaluation team report shall include:

- (a) A summary of the information obtained during the evaluation process; and
- (b) The names, titles and signatures of each team member, including the parent, and an indication of whether or not they are in agreement with the eligibility determination. Any team member who is not in agreement with the team's determination of disability shall submit a statement of disagreement.

The District provides a copy of the evaluation team report and the documentation of determination of eligibility or continued eligibility to the parents prior to the next IEP meeting and in no case later than 14 days from the date of eligibility determination.

### **2. DETERMINATION OF ELIGIBILITY**

A child is not determined to be a child with a disability:

- (a) If the determinant factor for that determination is:
  - (i) Lack of appropriate instruction in reading, including the essential components of reading instruction as defined in Section 1208(3) of the Elementary and Secondary Act of 1965, as amended and specified in the No Child Left Behind Act of 2002, January 2002, 20 U.S.C. 6301 (ESEA);
  - (ii) Lack of appropriate instruction in math; or
  - (iii) LEP; and
- (b) If the child does not otherwise meet the eligibility criteria under 3301-51-01(B)(10) of the Operating Standards.

The district, in interpreting evaluation data for the purpose of determining if a child is a child with a disability, does the following:

- (a) Draws upon information from a variety of sources, including aptitude and achievement tests, state and district wide assessments, parent input and teacher recommendations, as well as information about the child's physical condition, social or cultural background and adaptive behavior; and
- (b) Ensures that information obtained from all of these sources is documented and carefully considered.

If a determination is made that a child has a disability and needs special education and related services, the District develops an IEP for the child.

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## **C. REEVALUATIONS**

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The District conducts reevaluations of a child with a disability:

- (a) If the District determines that the child's educational or related services needs, including improved academic achievement and functional performance, warrant a reevaluation; or
- (b) If the child's parent or teacher requests a reevaluation; or
- (c) When a child transitions from pre-school to school-aged services; or
- (d) In order to make a change in disability category.

A reevaluation may not occur more than once a year, unless the parent and the District agree otherwise.

A reevaluation must occur at least once every three years, unless the parent and the District agree that a reevaluation is unnecessary.

The District evaluates a child with a disability before determining that child is no longer a child with a disability, although this evaluation is not required if the child's eligibility terminates due to graduation from secondary school with a regular diploma or due to exceeding the age eligibility for FAPE under state law. If a child's eligibility terminates for one of these reasons, the District provides the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.

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## **D. IDENTIFYING CHILDREN WITH SPECIFIC LEARNING DISABILITIES (SLD)**

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The District has written procedures for the implementation of the evaluation process the District uses to determine the existence of a specific learning disability (SLD). In addition, the District uses the form required by ODE-OEC, Evaluation Team Report PR-06 and completes Part 3: Documentation for Determining the Existence of a Specific Learning Disability of PR-06 when the District suspects the child has a SLD.



## **(1) DETERMINING THE EXISTENCE OF A SPECIFIC LEARNING DISABILITY**

The parents, the IEP team, and a group of qualified professionals from the District determine that a child has a SLD if:

- (a) The child does not achieve adequately for the child's age or to meet state-approved grade-level standards in one or more of the following areas, when the District provides learning experiences and instruction appropriate for the child's age or state-approved grade-level standards:
  - (i) Oral expression;
  - (ii) Listening comprehension;
  - (iii) Written expression;
  - (iv) Basic reading skill;
  - (v) Reading fluency skills;
  - (vi) Reading comprehension;
  - (vii) Mathematics calculation; or
  - (viii) Mathematics problem-solving;

**AND**

- (b) The child does not make sufficient progress to meet age or state-approved grade-level standards in one or more of the areas identified in number 1, above, when the District uses an evaluation process to determine the child's response to scientific, research-based intervention;

**OR**

- (c) The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade-level standards, or intellectual development, when the District uses appropriate assessments consistent with 3301-51-06(E) and (F) of the Operating Standards that the group has determined to be relevant to the identification of a SLD.

Alternatively, the District may choose a third method of evaluation, for determining if a child has a SLD. The District seeks prior approval from ODE-OEC if it chooses to use an alternative research-based assessment procedure to determine if a child has a SLD.

## **(2) USE OF AN EVALUATION PROCESS BASED ON THE CHILD'S RESPONSE TO SCIENTIFIC, RESEARCH-BASED INTERVENTION FOR SLD DETERMINATION**

If the District uses an evaluation process based on the child's response to scientific, research-based intervention to determine whether a child has a SLD. The District ensures that this process:

- (a) Begins when the District has gathered and analyzed sufficient data from scientifically-based instruction and targeted and intensive individualized interventions that provide evidence that the child's needs are unlikely to be met without certain specialized instruction, in addition to the regular classroom instruction;
- (b) Employs interventions that are scientifically-based and provided at appropriate levels of intensity, frequency, duration and integrity, relative to the child's identified needs;

- (c) Is based on results of scientifically-based, technically adequate assessment procedures that assess ongoing progress while the child is receiving scientifically-based instruction and the results of these procedures have been reported to the child's parents; and
- (d) Includes the analysis of data described in 3301-51-06(H)(3)(b)(i) and (H)(3)(b)(ii) of the Operating Standards to determine whether a discrepancy is present between the child's actual and expected performance, in both the child's rate of progress in developing skills, and in the child's level of performance on measures assessing one or more of the academic areas listed in 3301-51-06(H)(3)(a)(i) of the Operating Standards

The District will not use this process to delay unnecessarily a child's referral for a comprehensive evaluation to determine eligibility for special education services.

### **(3) ADDITIONAL REQUIREMENTS FOR SLD DETERMINATION**

The District ensures that the following additional requirements are satisfied when determining if a child has a SLD:

#### **Inclusion of additional required group members for SLD determination**

The group that determines that a child suspected of having a SLD is a child with a disability includes the child's parents and a group of qualified professionals consisting of, but not limited to:

- (a) In the case of a school-age child, the child's regular teacher (or if the child does not have a regular teacher, the District includes a regular classroom teacher qualified to teach a child of the child's age);
- (b) In the case of children less than school-age, an individual qualified by ODE to teach a child of the child's age; and

At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist or remedial reading teacher.

#### **Observation requirements**

The District ensures that the child is observed in the child's learning environment, including the regular classroom setting, to document the child's academic performance and behavior in the areas of difficulty. The group of qualified professionals identified by the District conducts the observation by:

- (a) Using information from an observation of the child's performance conducted during routine classroom instruction, including monitoring of the child's performance during instruction, that was done before the child was referred for an evaluation; or
- (b) Having at least one member of the group conduct an observation of the child's academic performance in the regular classroom after the child has been referred for an evaluation and parent consent has been obtained.

In the case of a child of less than school-age or a child who is out of school, the District ensures that a group member observes the child in an environment appropriate for a child of that age.



### **Ensuring the child's underachievement is not due to a lack of appropriate instruction in reading and math**

In order to ensure that underachievement in a child suspected of having a SLD is not due to lack of appropriate instruction in reading or math, the District considers:

- (a) Data demonstrating that prior to, or as part of, the referral process, the child received appropriate instruction in regular education settings delivered by qualified personnel; and
- (b) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of the child's progress during instruction, the results of which were provided to the child's parents.

### **Obtaining parental consent to evaluate**

The District promptly requests parental consent to evaluate a child to determine if the child needs special education and related services:

- (a) If prior to the referral, the child does not make adequate progress after an appropriate period of time when provided with appropriate instruction. To make this determination, the District considers:
  - (i) Data demonstrating that prior to, or as part of, the referral process, the child received appropriate scientifically-based instruction in regular education settings delivered by qualified personnel; and
  - (ii) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of the child's progress during instruction, the results of which were provided to the child's parents; and
- (b) Whenever a child is referred for an evaluation.

### **Consideration of exclusionary factors**

When determining that a child has a SLD, the District ensures that the findings from the evaluation process are not primarily the result of:

- (a) A visual, hearing, or motor disability;
- (b) Mental retardation;
- (c) Emotional disturbance;
- (d) Cultural factors;
- (e) Environmental or economic disadvantage; or
- (f) LEP.

If the District determines that one of these factors is the primary reason for the child's suspected disability, the District does not identify the child as having a SLD.



## **VI. INDIVIDUALIZED EDUCATION PROGRAMS (IEPs)**

The District ensures that an IEP is developed and implemented for each child with a disability, ages 3 through 21, inclusive, who requires special education and related services and who resides in the district. For all children with disabilities for whom our district is the district of residence, the District is responsible for ensuring that the requirements of 3301-51-07 of the Operating Standards are met regardless of which district, county board of MR/DD, or other educational agency implements the child's IEP.

The meeting to develop an IEP is conducted within 30 days of a decision that a child needs special education and related services.

The initial IEP is developed within whichever of the following time periods is the shortest:

- (a) Within 30 calendar days of the determination that the child needs special education and related services;
- (b) Within 90 days of receiving informed parental consent for an evaluation; or
- (c) Within 120 calendar days of receiving a request for an evaluation from a parent or school district (unless the evaluation team has determined it does not suspect a disability).

The District ensures that the parents receive a copy of the child's IEP at no cost to the parents. The parents may receive a copy of the IEP either at the conclusion of the IEP meeting or within 30 calendar days of the date of the IEP meeting.

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### **A. MEMBERS OF THE IEP TEAM**

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The IEP team includes:

- (1) The child's parents;
- (2) Not less than one of the child's regular education teachers, if the child is or may be participating in the regular education environment;
- (3) Not less than one special education teacher of the child or, where appropriate, not less than one special education provider of the child;
- (4) A representative of the school district who:
  - a) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
  - b) Knows the general education curriculum; and
  - c) Knows about the availability of resources of the school district.
- (5) Someone who can interpret the instructional implications of the evaluation results, who may be one of the team noted previously;
- (6) At the discretion of the parents or the school district, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
- (7) The child, whenever appropriate. The child must be invited if a purpose of the meeting is the consideration of postsecondary goals for the child and the transition services needed to assist the child in reaching those goals.

A member of the IEP team, other than the parent and the child if appropriate, is not required to attend an IEP team meeting, in whole or in part, if the parent and the district agree, in writing, that the attendance of that member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting or portion of the meeting.

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## **B. PARENTAL PARTICIPATION**

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The District takes steps to ensure that one or both of the parents of a child with a disability are present at each IEP team meeting or are afforded the opportunity to participate, including:

- (1) Notifying the parents of the meeting early enough to ensure that they will have an opportunity to attend; and
- (2) Scheduling the meeting at a mutually-agreed upon time and place.

A Notice to a Parent Regarding an IEP meeting:

- (1) Indicates the purpose, time and location of the meeting and who will be in attendance; and
- (2) Informs the parents of the provisions of the Operating Standards regarding the participation of other individuals who have knowledge or special expertise about the child and the participation of the Part C service coordinator or other representatives of the part C system at the initial IEP team meeting for a child previously served under Part C. See 3301-51-07(J)(2)(a)(ii) of the Operating Standards.

Beginning no later than the first IEP to be in effect when the child turns 14, the Notice also:

- (1) Indicates that a purpose of the meeting will be the development of a statement of the transition needs of the child; and
- (2) Indicates that the District will invite the child.

Beginning no later than the first IEP to be in effect when the child turns 16, the Notice also:

- (1) Indicates that a purpose of the meeting will be the consideration of the postsecondary goals and transition services for the child;
- (2) Indicates that the school district will invite the child; and
- (3) Identifies any other agency that will be invited to send a representative, if the parents consent.

The District conducts IEP team meetings without a parent in attendance only if it cannot convince parents that they should attend. Before an IEP team meeting is held without a parent, the District makes multiple attempts to contact a parent to arrange a mutually agreed on time and place, and records its attempts to do so.

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## **C. CONTENTS OF AN IEP**

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The District uses ODE's required form, PR-O7, for its IEPs.

In developing each child's IEP, the IEP team considers:

- (1) The strengths of the child;



- (2) The concerns of the parents for enhancing the education of their child;
- (3) The results of the initial or most recent evaluation of the child;
- (4) The results of the child's performance on any state or district-wide assessment programs, as appropriate; and
- (5) The academic, developmental and functional needs of the child.

Further, the IEP team considers the following special factors:

- (1) In the case of a child whose behavior impedes the child's learning or that of others, the use of positive behavioral interventions and supports, and other strategies, to address that behavior;
- (2) In the case of a child with LEP, the language needs of the child as those needs relate to the child's IEP;
- (3) In the case of a child who is blind or visually impaired, the instruction of that child in accordance with the Operating Standards and section 3323.011 of the Revised Code;
- (4) The communication needs of the child, including those of a child who is deaf or hard of hearing; and
- (5) Whether the child needs assistive technology devices and services.

#### **(1) CONTENTS OF EVERY IEP**

The District's IEPs are written, and are developed, reviewed and revised in IEP meetings. The District's IEPs include all of the following:

- (a) A statement that discusses the child's future and documents planning information;
- (b) A statement of the child's present levels of academic and functional performance, including:
  - (1) How the child's disability affects the child's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled children); or
  - (2) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
- (c) A statement of measurable annual goals, including academic and functional goals and benchmarks or short-term objectives designed to:
  - (1) Meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general education curriculum; and
  - (2) Meet each of the child's other educational needs that result from the child's disability;
- (d) A description of:
  - (1) How the child's progress toward meeting the annual goals described in the IEP will be measured; and
  - (2) When periodic reports on the progress the child is making toward meeting the annual goals will be provided;
- (e) A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided to enable the child:
  - (1) To advance appropriately toward attaining the annual goals;

- (2) To be involved in and make progress in the general education curriculum in accordance with the Operating Standards, and to participate in extracurricular and other nonacademic activities; and
- (3) To be educated and participate with other children with disabilities and nondisabled children, as appropriate, in the activities described in 3301-51-07(H)(1)(e) of the Operating Standards;
- (f) An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular classroom and in activities;
- (g) A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on state and districtwide assessments consistent with Section 612(a)(16) of the IDEA;
- (h) If the IEP team determines that the child must take an alternate assessment instead of a particular regular state or districtwide assessment of student achievement, a statement of why:
  - (1) The child cannot participate in the regular assessment; and
  - (2) The particular alternate assessment selected is appropriate for the child; and
- (i) The projected date for the beginning of the services and modifications described in the IEP and the anticipated frequency, location and duration of those services and modifications.

## **(2) TRANSITION SERVICES**

The District's IEPs address transition services as follows:

- (a) For children age 14 or over (or younger, if determined appropriate by the IEP team), the IEP includes a statement, updated annually, of the transition service needs of the child under the applicable components of the child's IEP that focuses on the child's courses of study (such as participation in advanced-placement courses or a vocational education program.); and
- (b) Beginning not later than the first IEP to be in effect when the child turns 16 (or younger if determined appropriate by the IEP team), the IEP includes:
  - (1) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment and, where appropriate, independent living skills; and
  - (2) The transition services (including courses of study) needed to assist the child in reaching those goals.

## **(3) TRANSFER OF RIGHTS AT AGE OF MAJORITY**

Beginning not later than one year before the child reaches 18 years of age, the IEP includes a statement that the child has been informed of the child's rights under Part B of the IDEA that will transfer to the child on reaching the age of majority.

## **(4) NONACADEMIC SERVICES, PHYSICAL EDUCATION, EXTENDED SCHOOL YEAR AND TRANSPORTATION**

If appropriate, the IEP includes the services to be provided in each of these areas.

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## **D. REVIEW AND AMENDMENT OF AN IEP**

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The District ensures that the IEP team:

- (1) Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and
- (2) Revises the IEP, as appropriate, to address:
  - (a) Any lack of expected progress toward the annual goals and in the general education curriculum;
  - (b) The results of any reevaluation;
  - (c) Information about the child provided to, or by, the parents as part of an evaluation or reevaluation;
  - (d) The child's anticipated needs; or
  - (e) Other matters; and
- (3) Reconvenes if an agency, other than the school district, fails to provide the transition services described in the IEP.

Changes to the IEP may be made either at an IEP team meeting, or by a written document amending or modifying the IEP, if the parent of the child and the District agree not to convene an IEP team meeting for the purposes of making those changes. If the IEP is amended by written document, without a meeting of the IEP team, the District ensures that the IEP team is informed of the changes made. When an IEP is amended, the District sends a copy of the amended IEP to the parent within thirty days of the date the IEP was amended.



## **VII. LEAST RESTRICTIVE ENVIRONMENT (LRE)**

The District ensures that, to the maximum extent appropriate, children with disabilities, including children in public or nonpublic institutions or other care facilities, are educated with children who are nondisabled. Placement of students with disabilities in special classes, separate schooling or other removal from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services, modifications and/or accommodations cannot be achieved satisfactorily.

The District ensures that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services in the least restrictive environment (LRE).

The District determines the placement of a child with a disability at least annually, and the placement is based on the child's IEP, and is as close as possible to the child's home.

Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that the child would attend if nondisabled.

In selecting the LRE for a child with a disability, the IEP team considers any potential harmful effect on the child or on the quality of the services that the child needs.

A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.

## VIII. PARENTALLY PLACED NONPUBLIC SCHOOL CHILDREN

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### A. CHILD FIND

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#### (1) GENERALLY

The District locates, identifies and evaluates all children with disabilities who are enrolled by their parents in chartered and nonchartered nonpublic schools, including religious elementary and secondary schools located within the District's geographical boundaries.

The District consults with the nonpublic school representatives and representatives of parents of parentally placed nonpublic school children with disabilities regarding the child find process, including:

- (a) How parentally placed nonpublic school children suspected of having a disability can participate equitably; and
- (b) How parent, teachers and nonpublic school officials will be informed of the child find process.

After timely and meaningful consultation with representatives of nonpublic schools, the District carries out child find activities for parentally placed nonpublic school children, including children whose parents live out-of-state. These activities are similar to the child find activities the District conducts for its public school children and ensures an accurate count of children with disabilities. The District completes these activities in a time period comparable to that for children attending its public schools, including completing any evaluations within 60 days of receiving parental consent. See Chapter V, Section A(1).

The District follows all IDEA and FERPA confidentiality requirements when serving children with disabilities attending nonpublic schools located within the District's boundaries and obtains parental consent before releasing any personally identifiable information about a child to officials of the child's district of residence or the nonpublic school in which the child is enrolled.

The District conducts, either directly or through contract, a full and individual initial evaluation of any parentally placed nonpublic school child suspected of having a disability who is enrolled in a nonpublic school within the District's boundaries. The District obtains written parental consent before conducting an initial evaluation.

- (a) If the parents of a parentally placed nonpublic school child do not provide consent or fail to respond to the District's request for consent to evaluate the child, the District may not use mediation or due process procedures to pursue the evaluation. The District does not have to consider this child as eligible for services.
- (b) If the parents do not make clear their intent to keep their child enrolled in the nonpublic school, the District provides the parents of a child who is determined to be eligible for special education services written documentation stating that the child's school district of residence is responsible for making FAPE available to the child.

- (c) The District sends a copy of this documentation to the child's district of residence, provided the District obtains written parental consent to release the information.

The District conducts reevaluations of parentally placed nonpublic school children with disabilities receiving special education and any related services to determine continued eligibility for services. The District conducts reevaluations no more than once a year, unless the parents and the District agree otherwise, and at least once every three years, unless the parents and the district agree that a reevaluation is unnecessary.

## **(2) AUTISM SCHOLARSHIP PROGRAM PARTICIPANTS**

The District assumes responsibility for the initial evaluations and re-evaluations of children who reside in the District and desire to participate in the Autism Scholarship Program. The district where the nonpublic school is located conducts all reevaluations for children with disabilities participating in the Autism Scholarship Program. (See 3301-51-08(R)(1) of the Operating Standards). The District creates the IEP that is required for eligible children who reside within the District to participate in the Autism Scholarship Program.

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## **B. CONSULTATION**

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The District consults with nonpublic school representatives and representatives of parents who have placed their children with disabilities in nonpublic schools in a timely and meaningful way during the design and development of special education and related services for the children regarding the following:

### **(1) CHILD FIND**

See above requirements.

### **(2) PROPORTIONATE SHARE OF FUNDS**

- (a) The determination of the proportionate share of federal IDEA Part B funds available to serve parentally-placed nonpublic school children with disabilities;
- (b) The determination of how the proportionate share of those funds was calculated; and
- (c) Consideration of the number of children and their needs and location.

“Proportionate share” refers to the amount of federal IDEA Part B funds the District must expend to provide the group of parentally-placed nonpublic school children with disabilities with equitable participation in services funded with federal IDEA Part B funds. The District follows the formula in 3301-51-05(E)(1)–(4) of the Operating Standards to calculate the proportionate amount.

### **(3) CONSULTATION PROCESS**

- (a) How the consultation process will bring together District representatives, nonpublic school officials and representatives of parentally placed nonpublic school children with disabilities;



- (b) How the process will take place throughout the school year to ensure that parentally-placed nonpublic school children with disabilities identified through the child find can meaningfully participate in special education and related services.

**(4) PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES**

- (a) How, where and by whom special education and related services will be provided;
- (b) The types of services, including direct services and alternate service delivery mechanisms;
- (c) How special education and related services will be apportioned if funds are insufficient to serve all parentally placed nonpublic school children; and
- (d) How and when these decisions will be made.

**(5) WRITTEN EXPLANATION BY THE SCHOOL DISTRICT**

How the District will provide the nonpublic school officials a written explanation of the reasons why the District chose not to provide services directly or through a contract if the District disagrees with the views of the nonpublic school officials on the provision of services or the types of services.

The District obtains a written affirmation signed by representatives of the participating nonpublic schools that timely and meaningful consultation has occurred. If representatives of the participating nonpublic schools do not provide the affirmation within a reasonable period of time or choose not to participate under the proportionate share provisions of IDEA and engage in consultation, the District documents its consultation attempts and forwards the documentation to the ODE-OEC. If a nonpublic school located within the boundaries of the District chooses not to participate, the parents may contact the District to request services for the child.

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**C. RIGHTS TO SERVICES**

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The District is not required to pay for the cost of education, including special education and related services, of a child with a disability, enrolled at a nonpublic school or facility if:

- (1) The child's district of residence made FAPE available to the child; and
- (2) The parents elected to place the child in the nonpublic school.

The District includes these children and their needs in the population being considered when making decisions about services to be provided to parentally placed nonpublic school children with disabilities.

If the parents make clear their intention to keep their child with a disability enrolled in the nonpublic school, the child's district of residence does not need to develop an IEP for the child. If the child with a disability re-enrolls in the District, the District makes FAPE available.

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**D. EQUITABLE SERVICES DETERMINED**

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The District makes the final decisions about the services to be provided through a services plan to eligible parentally placed nonpublic school children with disabilities who are attending

nonpublic schools within the District's geographic boundaries. The District makes these decisions after consultation with nonpublic school representatives and parents of parentally placed nonpublic school children and through meetings to develop, review and revise services plans. A child with a disability attending a nonpublic school does not have an individual right to receive some or all of the special education and related services that the child would receive if enrolled in a public school.

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## **E. EQUITABLE SERVICES PROVIDED**

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### **(1) THE SERVICES PLAN**

- (a) The District, whether or not it is the child's school district of residence, convenes the services plan meeting, conference call, or video conference for each eligible child who will receive special education and any related services for children who attend nonpublic schools located within the District's geographical boundaries.
- (b) The District determines required participants at the services meeting.
- (c) The District ensures that a nonpublic school representative participates in the development or revision of the services plan.
- (d) The District conducts a meeting, conference call, or video conference at least annually to review and revise, if appropriate, each child's services plan.
- (e) The District uses the ODE required Services Plan PR-09 form for individually developing a services plan for each participating child that describes the specific special education and related services that the District will provide to the child. Parentally placed nonpublic school children with disabilities may receive a different amount of services than children with disabilities enrolled in the District.

### **(2) PROVISION AND LOCATION OF SERVICES**

- (a) District personnel provide services to parentally placed nonpublic school children who attend nonpublic schools located within the District's geographical boundaries or the District provides services through a contract with an individual, association, agency, organization or other entity.
- (b) The District ensures that special education and related services, including materials and equipment, provided to parentally placed nonpublic school children with disabilities are secular, neutral and non-ideological.
- (c) The District, in consultation with the nonpublic school, will determine where services will be provided. Services may be provided on or off the premises of the nonpublic school. The District may provide services at the nonpublic school with the permission of that school.

### **(3) TRANSPORTATION**

- (a) The District provides transportation to parentally placed nonpublic school children with disabilities who attend nonpublic schools located within the District's geographical boundaries if the services being provided under IDEA are being delivered at a location other than the nonpublic school the child is attending. The District provides transportation:
  - (1) From the child's nonpublic school or the child's home to the site other than the nonpublic school; and



- (2) From the service site to the nonpublic school or to the child' home depending on the timing of the services;
- (b) The District may include the cost of transportation to special education and related services that are being delivered at a location other than the nonpublic school in calculating whether it has met the requirements of spending a proportionate amount of federal funds that it receives to serve children with disabilities; and
- (c) The District provides transportation to all children, with and without disabilities, who reside within the District and who are parentally placed in chartered nonpublic schools following the requirements in ORC 3327.01.

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## **F. DUE PROCESS COMPLAINTS AND COMPLAINTS TO ODE**

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Due process rights do not apply to the provision of special education and related services the District has agreed to provide through a services plan. However, the parents of a child with a suspected disability, or a child identified as having a disability, who is enrolled in a nonpublic school, have the right to file a due process complaint against the District where the nonpublic school is located regarding that District's failure to meet the child find requirements, including location, identification, evaluation and reevaluation of the child.

If the District receives a due process complaint requesting a due process hearing from the parents of parentally placed nonpublic school child, the District follows the procedures that apply to other due process complaints.

The parents of a child with a disability, who has been unilaterally placed in a nonpublic school, have the right to file a formal written complaint with ODE-OEC regarding a number of different issues, which are listed in 3301-51-08(L)(3) of the Operating Standards.

APPENDIX A

**When to Provide  
Prior Written Notice, Informed Consent and Procedural Safeguards Notice (*Whose IDEA Is This?*)**

Steps in the Special Education Process	Action Required		
	Notification or Informed Consent	Prior Written Notice to Parents PR-01	Whose IDEA Is This?
1. Procedural safeguards must be provided to the parents once a year			X
2. Procedural safeguards must be provided upon request of the parents			X
3. Initial referral for a suspected disability		X	X
4. Initial evaluation	Informed consent (Parent Consent for Evaluation PR-04 form)	X	
5. Eligibility determination		X	
6. IEP meeting	Notification (Parent Invitation to Meeting PR-02 form)	Provide after an IEP, if parents do not agree or do not attend the meeting	
7. Reevaluation with assessments conducted	Informed consent (Parent Consent for Evaluation PR-04 form)	Provide before, and after if parents do not agree or disability category changes	
8. Reevaluation without further assessments conducted	Notification	May use this form to notify before, and provide after, if parents do not agree or disability category changes	
9. No reevaluation conducted		X	
10. Transfers from out of state and out of district	Informed consent (Parent Consent for Evaluation PR-04 form) (If an evaluation is to be conducted)	Provide only after an IEP, if parents do not agree	If moved from out of state
11. Change of placement	Informed consent (IEP PR-07 form)	Provide only after an IEP, if parents do not agree	
12. Change in the type and amount of services		Provide only after an IEP, if parents do not agree	
13. Exit from special education	Notification (Summary of performance if graduating or aging out of special education)	X	
14. District refuses services requested by parents		X	
15. District proposes/refuses to change disability category		X	
16. Releasing personally identifiable information	Informed consent (written consent)		
17. Destruction of personally identifiable information	Notification prior to destruction		
18. Transfer of parental rights	Statement included in IEP PR-07 form		X
19. Upon receipt of the first due process complaint or upon receipt of first state complaint in school year			X
20. Disciplinary change in placement		X	X
21. Revocation of consent		X	



## **Prior Written Notice, Informed Consent and Procedural Safeguards Notice (*Whose IDEA Is This?*)**

### **1. Procedural safeguards must be provided to the parents once a year.**

The school district must give a copy of the **procedural safeguards notice (*Whose IDEA Is This?*)** to the parents at least once a year, except as noted below:

- Upon initial referral or the parents request for evaluation;
- Upon request by the parents;
- Upon receipt of the first due process complaint or state complaint in a school year; and
- Upon a change in placement for disciplinary action.

### **2. Procedural safeguards must be provided upon request of the parents.**

The school district must give a copy of the **procedural safeguards notice (*Whose IDEA Is This?*)** to the parents whenever the parents request.

### **3. Initial referral for a suspected disability**

On the date of the referral, the district must provide the parents with a copy of the **procedural safeguards notice (*Whose IDEA Is This?*)**. For a parental referral, the date of referral is the date that the district received either the verbal or written request from the parents to conduct an evaluation. For a district referral, the date of referral is the date that the screening or review team decided an evaluation should be conducted. See Evaluation – 6.2 Request and Referral for Initial Evaluation. Within 30 days of the date of initial referral by the parents for a suspected disability, the district must provide the **Prior Written Notice to Parents PR-01** form to the parents if the district does not suspect a disability.

### **4. Initial evaluation**

Within 30 days of the date of initial referral by the parents for a suspected disability, the district must provide the **Prior Written Notice PR-01** form to the parents and receive written, **informed consent (Parent Consent for Evaluation PR-04 form)** from the parents prior to conducting any assessments as part of an initial evaluation. A description of any evaluation procedures the district proposes to conduct must also be provided to the parents. (If the notice relates to an action proposed by the district that also requires parental consent, the district may give notice at the same time it requires parental consent.)

### **5. Eligibility determination**

If the evaluation team determines that a child is not eligible for special education and related services the district will provide the parents the **Prior Written Notice to Parents PR-01** form once this determination is made. If the evaluation team determines that a child is eligible for special education and related services, see Item number 6, IEP Meeting.

### **6. IEP Meeting**

The district must use the required **Parent Invitation PR-02** form to notify and invite the parents to an IEP meeting. Districts must take steps to ensure that one or both parents are present at each IEP meeting or are afforded the opportunity to participate. This requires that the district:

- Notify the parents of the IEP meeting early enough to ensure that they have an opportunity to attend; and
- Schedule the meeting at a mutually agreed upon time and place.

A district must provide the **Prior Written Notice to Parents PR-01** form after an IEP meeting, if the parents do not agree with the IEP or any portion of the IEP or do not attend the meeting.

A district must provide **prior written notice** to the parents and receive **written, informed consent** from the parents before the initial placement of a child in special education. The **IEP PR-07** form serves as prior written notice unless the parents disagree with the IEP. Written informed consent to initiate special education and related services is provided through the parents' signature on the IEP form.

#### **7. Reevaluation with assessments conducted**

A district must provide the **Prior Written Notice to Parents PR-01** form and obtain **informed parental consent (Parent Consent for Evaluation PR-05 form)** before conducting any tests or assessments as part of a reevaluation of a child with disabilities, unless the district has provided notice and the parents have failed to respond to reasonable attempts to obtain consent.

The district must provide the **Prior Written Notice to Parents PR-01** form after the reevaluation is completed, if the parents disagree with the reevaluation or the reevaluation results in a change in the child's disability category.

#### **8. Reevaluation without further assessments conducted**

If the evaluation team determines that no additional data are needed to determine that the child continues to be a child with a disability and to determine the child's educational needs, the evaluation team must notify the child's parents. The notification that no further assessments are necessary must include:

- The team's determination and the reasons for the determination; and
- The parents' right to request an assessment to determine whether the child continues to be a child with a disability and to determine the child's educational needs.

The **Prior Written Notice to Parents PR-01** form may be used for this notification as long as it includes the information listed directly above.

The district must provide the **Prior Written Notice to Parents PR-01** form after the reevaluation is completed, if the parents disagree with the reevaluation or the reevaluation results in a change in the child's disability category.

#### **9. No reevaluation conducted**

If the IEP team, including the parents, agrees that a reevaluation of a child is unnecessary, the district must provide the **Prior Written Notice to Parents PR-01** form.

#### **10. Transfers from out of state and out of district**

Upon the enrollment of a child with an existing IEP from another district or state, the district must convene the IEP team and determine if the team will accept the existing IEP or change the existing IEP. If the parents disagree with the IEP team on the IEP that will be implemented by the district, the **Prior Written Notice to Parents PR-01** form must be provided to the parents. See IEP – 7.1 General.

##### **Transfers from out of state**

If the child moved into the district from another state, the district must provide the parents with a copy of the **procedural safeguards notice (Whose IDEA Is This?)**.

If the district determines that a new evaluation is necessary for a child who transfers from out of state, the evaluation is considered an initial evaluation and the district must provide the **Prior Written Notice to Parents PR-01** form and obtain written parental consent (**Parent Consent for Evaluation PR-05 form**). See Evaluation – 6.2 Request and Referral for Initial Evaluation.



### **Transfers from out of district**

If the child transfers into the district from another district in the state, the district provides the parents with a copy of the **procedural safeguards notice** (*Whose IDEA Is This?*) if the sending school district had not provided the parents with a copy during the current school year.

If the IEP team refers a child who transfers from another district in the state for additional evaluation, the evaluation is considered to be a reevaluation. The district must provide the **Prior Written Notice to the Parents PR-01** form and obtain written parental consent (**Parent Consent for Evaluation PR-05** form). See Evaluation – 6.5 Reevaluation.

### **11. Change of placement**

The district must provide the **Prior Written Notice to Parents PR-01** form after an IEP meeting, if the parents do not agree with the IEP team's proposed change of placement on the continuum of alternative placement options. The district may not change the child's placement until the parents consent to the proposed change of placement.

### **12. Change in the type and amount of services**

The district must provide the **Prior Written Notice to Parents PR-01 form** after an IEP meeting, if the parents do not agree with the changes in the types and amount of services being proposed. The district may then proceed to implement the IEP.

### **13. Exit from special education**

The district must provide the **Prior Written Notice to Parents PR-01** form whenever a child exits special education. In addition, for a child whose eligibility for special education terminates because the child is graduating with a regular diploma or exceeding the age eligibility for special education, the school district must provide the child with a **summary of the child's academic achievement and functional performance**, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.

### **14. District refuses services requested by parents**

The district must provide the **Prior Written Notice to Parents PR-01** form to the parents any time the district refuses the request of the parents to provide special education and related services to the child.

### **15. District proposes/refuses to change disability category**

The district must provide the **Prior Written Notice to Parents PR-01** form to the parents any time the district proposes or refuses to change the child's disability category. The ETR and the documentation of eligibility can be considered a prior written notice if all the elements required in a prior written notice are present in the ETR and determination of eligibility.

### **16. Releasing personally identifiable information**

The district must obtain **written parental consent** prior to releasing any personally identifiable information about the child to any person or agency not entitled by law to see it, and to a representative of any participating agency that is likely to be responsible for providing or paying for transition services.

### **17. Destruction of personally identifiable information**

The school district must inform the parents when personally identifiable information collected, maintained and used is no longer needed to provide educational services to the child. The information must be destroyed at the request of the parents. However, a permanent record of a child's name, address, telephone number, grades, attendance record, classes attended, grade level completed and year completed shall be maintained without time limitation. This **notification may be in writing or provided verbally**. If provided verbally, the school district should document this notification in the child's education record.



**18. Transfer of parental rights**

One year before the child's 18<sup>th</sup> birthday, the district must notify both the child and the parents of the parental rights, under Part B, that will transfer to the child upon reaching the age of majority. The district also must provide the child with a copy of the **procedural safeguards notice (Whose IDEA Is This?)**. This notification is documented on the child's **IEP PR-07** form.

**19. Upon receipt of the first due process complaint or upon receipt of the first state complaint in the school year**

The school district must give the parents a copy of the **procedural safeguards notice (Whose IDEA Is This?)** upon receipt of the parents' first due process request. The Ohio Department of Education, Office for Exceptional Children gives the parents a copy of the **procedural safeguards (Whose IDEA Is This?)** upon the parents' filing of the first state complaint within the school year.

**20. Disciplinary change in placement**

Whenever a change of placement occurs due to disciplinary action, a copy of the **procedural safeguards notice (Whose IDEA Is This?)** and **Prior Written Notice PR-01** form must be provided.

**21. Revocation of consent (must be in writing)**

The district must provide the **Prior Written Notice to Parents PR-01** form if the parents of a child with a disability revoke consent in writing for the continued provision of all special education and related services. This notice must include:

- A summary of all of the supports and services the child will no longer receive, and any change in educational placement that will occur as a result of the revocation of consent.
  
- Statements that once the revocation takes effect, the district will not be considered to be in violation of its requirement to make FAPE available, is not required to convene an IEP meeting or develop an IEP, is not required to conduct a three year reevaluation, is not required to offer the child the discipline protections available under IDEA and is not required to amend the child's education records to remove any reference to the child's receipt of special education and related services.
  
- A statement that by revoking consent for special education and related services for the child, the parent is not waiving the right to request an initial evaluation or to receive services in the future.

**Access to Equal Educational Opportunity**

It is the policy of the School to provide an equal opportunity for all children to achieve their maximum potential through the curriculum offered regardless of race, religion, color, sex, gender identity, gender expression, sexual orientation, national origin, disability, intellectual ability, athletic ability, or measurement of achievement or aptitude.

The Board appoints the Director or his/her designee to be the Compliance Officer whose responsibility it will be to ensure that Federal and State regulations are complied with and that any complaints are dealt with promptly in accordance with law. S/He shall also ensure that proper notice of nondiscrimination rights under applicable laws is provided to students, their parents, staff members, and the general public.

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

Section 222.1 - Title IX Grievance Procedure and/or

Section 223.1 - Title I Complaint Procedure and/or

Section 228- Section 504 of the Rehabilitation Act of 1973, Grievance Procedure.

**Adopted: March 20<sup>th</sup>, 2007**

**Revised: May 2017**

## **Rights of Individuals with Disabilities**

It is the policy of the School that no otherwise qualified person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity sponsored by the School.

As used in this policy “individual with a disability” means a person who has, or had, or is regarded or was regarded as having, a disabling condition; “disabling condition” means a physical or mental impairment that substantially limits one or more of a person's major life activities and includes specific learning disabilities.

Notice of the School’s policy on nondiscrimination in employment and education practices shall be given in this Policy manual, posted in the School, and published in any School statement regarding the availability of employment positions or special education services.

### Employment

No employee or candidate for employment shall be discriminated against in recruitment, employment, promotion, training, or transfer solely because of his/her disabling condition.

No candidate for employment shall be required to answer a question regarding a disabling condition and no such candidate will be discriminated against on the basis of a disabling condition that is not directly related to the essential functions of the position for which she/he has applied.

Reasonable modifications in scheduling and the allocation of duties, not directly affecting the instructional program, shall be made to accommodate employment conditions to the needs of individuals with disabilities.

### Facilities

Barrier free access to School facilities or an alternative means of providing services shall be provided as required by law so that no individual with a disability is excluded from participation in a School program solely by reason of his/her disability. The School will comply with the building, program and other accessibility requirements of the Americans with Disabilities Act (ADA) and other applicable laws.

### Program

All reasonable efforts shall be made to serve the School’s special needs children eligible for special education and/or related services in accordance with the School’s Special Needs policy. A free appropriate public education shall be provided for each child determined to be in need of special education and/or related services. Such a program of special education shall be provided in the least restrictive environment and in barrier free facilities comparable to those provided for non-disabled students. To the maximum extent appropriate to the student's disability, a disabled student shall be placed in an educational setting with non-disabled or less severely disabled students.

No student will be denied, because of his/her disability, participation in co curricular, intramural, or interscholastic activities or any of the services offered or recognitions rendered regularly to the students of the School.

The due process rights of disabled students and their parents will be rigorously enforced.

#### Section 504

It is the intent of the School to ensure that students who are handicapped within the definition of Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), are identified, evaluated, and provided with appropriate educational services. Students may be identified as handicapped under Section 504 even though they are not eligible to receive services under the Individuals with Disabilities Act.

The Director or his/her designee shall be the Section 504 Compliance Officer. A complaint regarding a violation of law and this policy in an employment decision shall be subject to a grievance procedure (Policy No. 228) that provides for the prompt and equitable resolution of disputes.

#### Procedures

The School shall annually adopt procedures for the Education of Children with Disabilities as approved by the Ohio Department of Education Office of Exceptional Children in **Appendix E**.

*20 USC 1412; 34 CFR 300.220.*

**Adopted: March 20<sup>th</sup>, 2007**



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

Under Section 504 of the Rehabilitation Act of 1973 and its implementing regulations, no otherwise qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Board of Education does not discriminate in admission or access to, participation in, or treatment, or employment in, its programs or activities. As such, the Board's policies and practices will not discriminate against employees and students with disabilities, will provide equal opportunity for employment, and will make accessible to qualified individuals with disabilities its facilities, programs, and activities. No discrimination will be knowingly permitted against any individual with a disability on the sole basis of that disability in any of the programs, activities, policies, and/or practices in the School.

As used in this policy, "an individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

With respect to employment, a qualified person with a disability means a disabled person who, with reasonable accommodation, can perform the essential functions of the job in question.

With respect to public preschool, elementary and secondary educational services, a qualified person with a disability means a disabled person:

- A. who is of an age during which nondisabled persons are provided educational services;
- B. who is of any age during which it is mandatory under Ohio law to provide educational services to disabled persons; or
- C. to whom the State is required to provide a free appropriate public education pursuant to the Individuals with Disabilities Education Improvement Act (IDEIA).

With respect to vocational education services, a qualified person with a disability means a disabled person who meets the academic and technical standards requisite to admission or participation in the vocational program or activity.

## OFFICER

The Director is the School's Section 504 Compliance Officer. The Compliance Officer is responsible for coordinating the School's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act. The Compliance Officer will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the School's adopted grievance procedure, and will attempt to resolve the grievances.

## GRIEVANCE PROCEDURE

The grievance procedure shall follow these steps:

1. The grievant will file a written complaint, stating the specific facts of his/her grievance and the alleged discriminatory act, with the Section 504 Compliance Officer within fifteen (15) calendar days of the conduct alleged to be in violation of Section 504.
2. The compliance officer shall make all reasonable efforts to resolve the matter informally.
3. In the event the complaint cannot be resolved informally, the Compliance Officer will investigate the matter and will provide a written copy of his/her determination to both parties.
4. The grievant may appeal the determination of the compliance officer to the Board or a committee of the Board within ten (10) calendar days of the receipt of the Compliance Officer's determination. The appeal shall be in writing and attached to copies of the original complaint and the written determination of the compliance officer. The Board or its designated committee may, in its discretion, convene a hearing at which the parties may present testimony and argument.
5. The Board shall provide both parties with a written decision.

Employees of the School shall be informed that a complaint may be filed without fear of reprisal from the Board or any of its employees or agents. The grievant shall be notified of his/her rights of appeal at each step of the process, and accommodations to the needs of disabled grievant shall be made. A grievant shall be informed of his/her right to file a formal complaint under Section 504.

A complaint regarding the identification, evaluation, classification, or educational program of an educationally disabled student shall be reviewed in accordance with the School's Special Needs policy.

### Evaluation and Compliance

The Director or his/her designee shall evaluate School programs and practices on nondiscrimination, in accordance with law, and report evaluations to the Board. The Director or his/her designee shall submit such assurances of compliance as are required by law.

A complainant who believes there is a basis for a grievance related to the Rehabilitation Act may file a written complaint with the Office for Civil Rights, U.S. Department of Education, 1350 Euclid Ave., Cleveland Ohio, 44115. Any such written complaint must be filed within the earlier of (i) 30 days from the date of the Board's decision, or (ii) 90 days from the date the complainant made his or her complaint to the compliance officer.

### Employment Practices

#### Discrimination Prohibited

In accordance with Section 504/ADA, no qualified individual with a disability shall, on the basis of disability, be subjected to discrimination in employment under any of the School's programs or activities. Further, the Board will take positive steps to employ and advance in employment qualified individuals with disabilities. The Board will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

#### Reasonable Accommodation

The Board will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose an undue hardship on the operation of the School's program and/or activities.

#### Facilities

No qualified person with a disability will, because the School's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

The School is committed to operating its programs and activities so that they are readily accessible to person with disabilities. This includes, but is not limited to, providing accommodations to parents with disabilities who desire access to their child's educational program or meetings pertinent thereto. Programs and activities

will be designed and scheduled so that the location and nature of the facility or area will not deny a student with a disability the opportunity to participate on the same basis as students without disabilities. The School will meet its obligation through such means as redesign of equipment, reassignment of classes or other services to accessible buildings, assignment of aides to beneficiaries, alteration of existing facilities and/or construction of new facilities, or any other method that results in making its programs and activities accessible to persons with disabilities. In choosing among available methods for meeting its obligations, the School will give priority to those methods that serve persons with disabilities in the most integrated setting appropriate.

### Education

The Board is committed to identifying, evaluating, and providing a free appropriate public education (FAPE) to students within its jurisdiction who are disabled within the definition of Section 504, regardless of the nature or severity of their disabilities. The Board recognizes and acknowledges that students may be disabled and eligible for services under Section 504 even though they do not qualify for or require special education and/or related services pursuant the IDEIA. Students eligible for services under the IDEIA will be served under existing special education programs.

If a student has a physical or mental impairment that significantly limits his/her learning, but does not require specially designed instruction to benefit educationally, the student will be eligible for reasonable accommodations and/or modifications of the regular classroom or curriculum in order to have the same access to an education as students without disabilities. Such accommodations and/or modifications will be provided pursuant to a Section 504 Accommodation Plan.

If a student has a physical or mental impairment, but it does not significantly limit his/her learning, the student will not be entitled to a Section 504 Accommodation Plan, but s/he may still be eligible for a "Classroom Accommodation."

Parents/guardian/custodian are invited and encouraged to participate fully in the evaluation process. If the parents disagree with the determination made by the School's professional staff, they may request a hearing with an impartial hearing officer.

The Board is committed to educating (or providing for the education of) each qualified person with a disability who resides within the School with persons who are not disabled to the maximum extent appropriate to the needs of the person with disabilities. Generally, the School will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. If the School places a person in a

setting other than the regular educational environment, it shall take into account the proximity of the alternate setting to the person's home.

The School will provide non-academic extracurricular services and activities in such a manner as is necessary to afford qualified persons with disabilities an equal opportunity for participation in such services and activities. Nonacademic and extracurricular services and activities may include counseling services, physical recreational athletics, transportation, health services, recreational activities, special interests groups or clubs sponsored by the School, referrals to agencies that provide assistance to persons with disabilities, and employment of students. In providing or arranging for the provision of meals and recess periods, and nonacademic and extracurricular services and activities, including those listed above, the School will verify that persons with disabilities participate with persons without disabilities in such activities and services to the maximum extent appropriate to the needs of the person with a disability in question.

Notice of the Board's policy on nondiscrimination in employment and education practices and the identity of the School's Section 504/ADA Compliance Officer will be posted throughout the School.

The Board directs the Director to prepare administrative guidelines for facilitating the prompt, fair and appropriate identification, referral, evaluation and placement of students with disabilities who qualify for accommodations under Section 504.

The Board will provide in-service training and consultation to Staff Members on the education of persons with disabilities, as necessary and appropriate.

The Board will adopt a system of procedural safeguards that will provide for prompt and equitable resolution of complaints alleging violations of Section 504/ADA. Due process rights of students with disabilities and their parents under Section 504 will be enforced.

*29 C.F.R. Part 1630*

*34 C.F.R. Part 104*

*29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended,*

*42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990*

**Revised: August 18, 2009**

**Revised: May 2017**



## **275 Discipline of Students with Disabilities**

The School shall comply with federal and state laws regarding discipline, suspension, and expulsion of students with disabilities. The Director will follow the guidelines below and ensure they are properly used when disciplining any student with a disability.

### Removals of Not More Than 10 Days

The School may unilaterally remove a student with a disability who violates the Student Code of Conduct from the student's current placement for not more than 10 school days. This option may be used only if the disciplinary action is consistent with actions taken against students without disabilities. The School may place students removed for not more than 10 days in an appropriate interim alternative educational setting ("IAES"), if applicable, or in another setting, or may suspend them. Removals for not more than 10 days are not considered a "change of placement," and the School is not obligated to provide services to students during those removals.

The School may remove a student for either a single removal of 10 consecutive school days or a series of shorter-term removals over the course of the school year that do not accumulate to more than 10 school days during a given school year, provided those removals do not constitute a pattern of removals and, therefore, a change of placement. An Individualized Education Plan ("IEP") meeting is not required when a removal is not a change of placement. However, if one or more IEP team members believe that the student's behavior plan should be modified, the team shall meet to modify the plan and its implementation to the extent the team determines necessary.

### Change of Placement

A change of placement occurs if a student is removed for more than 10 consecutive school days or if a student is subjected to a series of removals that accumulate to over 10 school days that constitute a pattern of removals. The School shall conduct a Manifestation Determination Review ("MDR") to examine a student's behavior before imposing disciplinary consequences that would amount to a change of placement.

If a change of placement occurs after the MDR, then the School must notify the parents of that decision. This notice must inform the parents of all the procedural safeguards accorded under the law. These safeguards include the MDR, a right to receive services, and a continuation of services for a free appropriate public education. The School must provide services that:

- enable the student to continue to participate in the general education curriculum in another setting; and
- enable the student to progress toward meeting the goals set out in the student's IEP.

## Manifestation Determination Review

The purpose of the MDR is to determine whether a student's disability caused, influenced, or otherwise impacted the behavior in question. To make this determination, the student's IEP team is required to review certain information and determine whether the behavior causing the disciplinary infraction is or is not a manifestation of the student's disability. The MDR is not required for disciplinary removals that do not constitute a change of placement.

No later than the date of the decision to take a disciplinary action that may constitute a change of placement, the School must notify the parents of that decision and of all available procedural safeguards, including the MDR. The School and the parents must determine which members of the IEP team are relevant to conduct the MDR. The team will review all relevant information in the student's file to determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or was the direct result of the School's failure to implement the IEP. If the team determines that either condition is applicable for the student, it must determine that the conduct is a manifestation of the student's disability.

If the team determines that the behavior was a manifestation of the student's disability, the full IEP team must meet the following requirements:

- conduct a functional behavior assessment ("FBA") and implement a behavior intervention plan ("BIP") for the student, unless the School conducted an FBA prior to the MDR;
- if the IEP team already developed a BIP, it must review and modify the plan as necessary to address the behavior; and
- return the student to the placement from which he or she was removed, unless an exception applies.

If the team determines that the behavior was NOT a manifestation of the disability, the School may discipline the student using the relevant disciplinary procedures applicable to students without disabilities, in the same manner and for the same duration, while continuing to provide appropriate services to the student. If a student's behavior was not a manifestation of the disability, the School will still take steps to attend to the student's behavior. The School must an FBA, if appropriate, and provide behavioral intervention services and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

## Exceptions to the MDR Requirement

The School may remove a student to an IAES for up to 45 school days, without a prior MDR or IEP meeting, when a student:

- carries or possesses a weapon, defined for purposes of this policy as a device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that the term does not include a pocketknife with a blade of less than 2.5 inches in length;
- knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance; or

- has inflicted serious bodily injury on another person, no matter how temporary.

This authority can be exercised if a student commits any of the offenses described above at the School, on School premises, or at a School function.

The IEP team will meet subsequent to the unilateral placement in an IAES and must determine what the permanent setting will be, take steps to modify the student's IEP, as appropriate, provide appropriate behavioral intervention services and modifications designed to address the behavior violation to prevent reoccurrence, and continue to provide the student with educational services to enable the student to participate in the general education curriculum and to progress toward his or her IEP goals.

The School is still required to conduct an MDR, but it can occur after the removal to the 45-day setting. If the conduct is determined to be a manifestation of the student's disability, the School must still meet all of the requirements outlined above for the MDR, except that the student stay in the alternative placement for 45 school days, regardless of the outcome.

### Due Process Complaint

Parents or guardians who disagree with any decision regarding placement or the outcome of an MDR may appeal the decision by filing a due process complaint and may request an expedited due process hearing.

The School may also request a hearing to change a student's placement if the School believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. Under those circumstances, the hearing officer may order a change in placement of a student with a disability to an IAES for a period of up to 45 school days if the hearing officer agrees with the School's assessment.

During any due process proceedings, the student's placement, through a disciplinary action, shall not change unless the parents and the School agree otherwise, or upon admission to the School with parental consent. The School may change the student's placement when taking disciplinary actions that constitute a change of placement against students with disabilities or students who may be eligible for IDEA services.

If a student has been placed in an IAES, the student will remain in the IAES chosen by the School pending the hearing officer's decision or until the time period expires, whichever occurs first, unless the parents and the School agree otherwise. An expedited hearing will be arranged during an IAES appeal and will occur within 20 days of the hearing request. The hearing officer must make a determination within 10 school days after the hearing.

### Discipline of Students on Section 504 Plans

Students on Section 504 Plans shall be generally afforded the same due process related to any proposed change in placement as provided to other students with disabilities. The School, however, may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student on a Section 504 Plan who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against non-disabled

students. Emergency removal of a student on a Section 504 Plan from his or her current placement may take place through parental agreement to an interim placement or through injunctive relief from a court, when the current placement presents a substantial likelihood of resulting in injury to the student or others.

Date Adopted: 6-13-19 dmb

## AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement ("Amendment") is executed on the dates set forth below and shall be effective on the date of the latest signature set forth below ("Effective Date") by and between **Epiphany of the Lord Parish** ("Landlord" or "Parish") and **Glass City Academy**, an Ohio nonprofit corporation and public community school ("Tenant"). This Amendment amends the Lease Agreement effective as of June 30, 2019 by and between Landlord and Tenant ("Lease") as of the Effective Date.

### RECITALS

**WHEREAS**, Landlord and Term entered into the Lease for the Facilities for a Lease Term of five (5) years, with options for Tenant to renew the Lease Term of the Lease for three (3) extensions of five (5) years each; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease to extend the initial Lease Term and to include Tenant's right to use the kitchen and cafeteria located in the church building used by the Parish on the Premises.

**NOW THEREFORE**, in consideration of the recitals, which are incorporated by reference, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

Section 1. **Definitions.**

Capitalized terms not otherwise defined in this Amendment shall have the meanings given such terms in the Lease.

Section 2. **Amendments.**

Section 2. (a) of the Lease is amended and restated, in its entirety, as follows:

The term of this Lease ("Lease Term") and Tenant's right of possession of the Facilities shall be sixty (60) months commencing on September 1, 2021 and terminating on August 31, 2026, unless this Lease is terminated as otherwise provided in this Lease.

Section 3. (a) of the Lease is amended and restated, in its entirety, as follows:

(a) **Minimum Rent.** Tenant shall pay minimum rent ("Minimum Rent") as follows (i) Eight Thousand Six Hundred Sixty-Six and 53/100 Dollars (\$8,666.53) per month beginning September 1, 2021 for the Facilities and (ii) One Thousand Dollars (\$1,000.00) per month for the Dining Space (defined below) beginning on the first day of the month following the date that Landlord removes its personal property from the



basement of the Facilities to Tenant's reasonable satisfaction. If this Lease is terminated by Tenant due to a failure of a contingency pursuant to Section 37., Landlord will promptly refund to Tenant the prorated amount of unearned Minimum Rent for the month in which the termination occurs. The Minimum Rent will increase two percent (2%) following June 30 of each year of the Lease Term. Minimum Rent shall be paid in equal and consecutive monthly installments on the first day of each calendar month in advance. Tenant shall pay, in addition to the Minimum Rent, the Additional Rent and all other amounts as more specifically set forth below.

Section 4. (a) of the Lease is amended and restated, in its entirety, as follows:

(a) **Tenant's Use of Facilities and Dining Space.** Tenant shall use and occupy the Facilities solely as a public community school and for related educational and administrative activities ("Intended Use"). The Facilities shall not be used for any illegal or immoral purpose, provided that the parties acknowledge and agree that Tenant's compliance with the educational rules, regulations and curricular and subject matter requirements of the federal and state authorities having jurisdiction over Tenant's business operations shall not be deemed immoral. Except as otherwise provided in this subsection, Tenant's use of and access to the Facilities shall be limited to the hours between 6:00 a.m. and 6:00 p.m. on business days, unless Tenant has requested and obtained Landlord's consent to use the Facilities at other times, which consent shall not be unreasonably withheld by Landlord if the requested time does not conflict with a Parish event scheduled in the Premises. Tenant's non-exclusive use of and access to the kitchen and cafeteria located in the basement of the church building used by the Parish on the Premises ("Dining Space") shall be limited to not more than three (3) business days per week during the hours between 6:00 a.m. and 6:00 p.m. when Landlord does not have Parish events scheduled in the Dining Space, unless Tenant has requested and obtained Landlord's consent to use the Dining Space at other times, which consent shall not be unreasonably withheld by Landlord if the requested time does not conflict with a Parish event scheduled in the Dining Space. Landlord and Tenant shall make reasonable efforts to cooperate with each other to schedule and coordinate the use of and access to the Dining Space to avoid interfering with a Parish event scheduled in the Dining Space. Landlord reserves the right to impose reasonable regulations and restrictions on Tenant's use of the Dining Space. Sections 9. and 11. of the Lease shall apply to Tenant's use and occupancy of the Dining Space to the extent those Sections govern Tenant's duties pursuant to the Lease. Tenant acknowledges that the limitations set forth in this Section 4. (a) are a material part of the consideration received by Landlord for the use of the Facilities, and Landlord would not have entered into this Lease but for these limitations.

Section 3. **Ratification.**

In all other respects, the terms and conditions of the Lease, except as modified by this Amendment, are ratified and confirmed.

Landlord:

Tenant:

Epiphany of the Lord Parish

Glass City Academy

By: Rev. Eric Muller

By: Stewart B. Jesse

Its: Pastor

Its: Stewart B. Jesse  
Superintendent

Date: 8-13-2021

Date: 12 AUG 21

STATE OF OHIO )  
 ) ss:  
COUNTY OF LUCAS )

This instrument was acknowledged before me this 13 day of August, 2021 by F. Eric Holker, as Pastor on behalf of Epiphany of the Lord Parish as Landlord. This is an acknowledgement certificate, and no oath or affirmation was administered to the signer.

(SEAL)



Notary Public  
My Commission Expires: \_\_\_\_\_

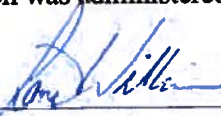
*Does Not*

THOMAS J. ANTONI ATTORNEY-AT-LAW  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Has No Expiration Date  
Section 147.03 R.C.

STATE OF OHIO )  
 ) ss:  
COUNTY OF LUCAS )

This instrument was acknowledged before me this 12<sup>th</sup> day of August, 2021 by Stewart B. Jesse, as Superintendent on behalf of Glass City Academy as Tenant. This is an acknowledgement certificate, and no oath or affirmation was administered to the signer.

(SEAL)



Notary Public  
My Commission Expires: \_\_\_\_\_



Lane D. Williamson  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Sec. 147.03 R.C.

**SECOND NOTICE OF LEASE RENEWAL**

This **SECOND NOTICE OF LEASE RENEWAL** ("Notice") is executed pursuant to that certain Lease Agreement by and between T&E Properties, Ltd., an Ohio limited liability company ("Lessor") and Glass City Academy, an Ohio nonprofit corporation ("Lessee"), dated May 20, 2011, as amended by the Amendment to Lease Agreement, dated January 8, 2013 (the "Amendment") and renewed on the same date.

**WHEREAS**, Lessor and Lessee entered into the Lease for the Leased Premises as of May 20, 2011 for a Term of three (3) years, with an option for Lessee to renew the Term of the Lease for two (2) extensions of three (3) years each; and

**WHEREAS**, Lessor and Lessee executed the Amendment to extend the periods of renewal to provide for two (2) extensions of five (5) years each; and

**WHEREAS**, a written notice of the renewal of the Term of the Lease must be received by Lessor at least one hundred and eighty (180) days before the expiration of the Term of the Lease; and

**WHEREAS**, Lessee exercised its option to renew the Term of the Lease for the first renewal term pursuant to the Notice of Lease Renewal, dated January 8, 2013; and

**WHEREAS**, the Term of the Lease is presently due to expire June 30, 2019, which is more than one hundred eighty (180) days from the date of execution herein; and

**WHEREAS**, Lessee desires to exercise its option to renew the Term of the Lease for the second renewal term.

**WITNESSETH:**

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, and pursuant to Sections 1.02 of the Lease and Section 2 of the Amendment, Lessee and Lessor hereby agree that, effective on the date of the latest signature set forth below, the Term of the Lease shall be renewed for the second renewal term. Pursuant to this Notice, the Term of the Lease shall extend from July 1, 2019 until June 30, 2024.

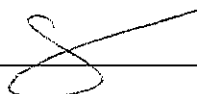
Lessor:

T&E Properties, Ltd.  
an Ohio limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

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



owner

8/9/18

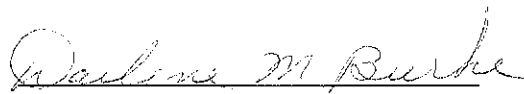
Lessee:

Glass City Academy  
an Ohio nonprofit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

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



Board President

8/9/18

## LEASE AGREEMENT

This Lease Agreement ("Lease") is executed on the dates set forth below and shall be effective on the date of the latest signature set forth below ("Effective Date") by and between T&E Properties, Ltd., an Ohio limited liability company ("Lessor") and Glass City Academy, an Ohio nonprofit corporation ("Lessee"). This Lease amends the Lease dated October 20, 2009 between Lessor and Lessee as of the Commencement Date (as hereafter defined ) as provided herein.

### WITNESSETH:

#### Section 1. Description of Real Property and Term.

1.01 **Leased Premises.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor a portion of that certain real property commonly addressed as 1000 Monroe Street, Toledo, Ohio 43604 legally described on Exhibit A attached hereto and incorporated herein by reference, and the buildings and other improvements located thereon ("Premises") that is approximately twenty-six thousand five hundred (26,500) square feet as identified on Exhibit B attached hereto and made a part hereof ("Leased Premises").

1.02 **Term.** The term of this Lease shall commence on July 1, 2011 ("Commencement Date") and shall continue until 11:59 p.m. on June 30, 2014 ("Term"). If Lessee does not elect to purchase the Premises pursuant to the Option to Purchase contained in Section 15 then upon written notice to Lessor at least one hundred eighty (180) days prior to the expiration of the Term of this Lease (and any renewal of the Term), Lessee shall have the option to renew this Lease for two (2) extensions of the Term of three (3) years each commencing on the first day following the expiration of the Term of the Lease (and any renewal of the Term).

#### Section 2. Rent and Security Deposit.

2.01 **Rent During Term.** During the Term of this Lease, Lessee agrees to pay to Lessor, as rent for the Leased Premises, equal monthly installments each on the first day of each month in advance as follows: (i) Eleven Thousand Dollars (\$11,000) for the first year of the Term; (ii) Eleven Thousand Five Hundred Dollars (\$11,500) for the second year of the Term; and (iii) Twelve Thousand Dollars (\$12,000) for the third year of the Term. Rental payments hereunder shall be made by Lessee to Lessor payable to the order of Lessor and delivered to Lessor either personally or by mail at 29831 East River Road, Perrysburg, Ohio 43551, or at such other place as Lessor may from time to time designate in accordance with the terms and conditions of Section 14.01. During any renewal of the Term of this Lease, rent for the Leased Premises shall be in such amount that is agreed upon to by Lessor and Lessee as of the day the renewal of the Term would commence. If Lessee and Lessor cannot agree upon the amount of rent during any renewal of the Term of this Lease, the rent shall be Twelve Thousand Dollars (\$12,000) per month during the renewal of the Term of this Lease.



2.02 **Security Deposit.** Lessee previously deposited the sum of Eighteen Thousand Dollars (\$18,000.00) to be held by Lessor without interest as a Security Deposit for Lessee's performance of its obligations under the terms of this Lease. If Lessee fails to keep and perform any of its obligations under the terms of this Lease, then Lessor at its option may apply the entire the deposit, or as much of the deposit as may be necessary, to compensate Lessor for losses or damages it sustains due to Lessee's failure to perform its obligations. If Lessee elects to purchase the Premises pursuant to the Option to Purchase contained in Section 15 of this Lease, then the Security Deposit shall be applied and credited by Lessor toward the purchase price of the Premises. If Lessee does not elect to purchase the Premises, then the Security Deposit shall be credited and applied by Lessor toward the final installment(s) of rent due and payable from Lessee to Lessor during the Term of this Lease (and any renewal of the Term).

Section 3. **Utilities, Insurance and Taxes.**

3.01 **Utilities.** Lessee agrees to pay its proportional share of the charges for electricity, gas, telephone services, water and sewer service, security alarm monitoring and garbage collection ("Utilities") that may accrue with respect to the Leased Premises during the Term of this Lease.

3.02 **Liability Insurance.** Lessee, at Lessee's sole cost and expense, shall, during the Term of this Lease carry and maintain in full force and effect, general public liability insurance against claims for personal injury, death or property damage, occurring in, on or about the Leased Premises with the following minimum limits: (i) Five Hundred Thousand Dollars (\$500,000) on account of bodily injuries to, or death of, one person; (ii) One Million Dollars (\$1,000,000) on account of injuries or death resulting from one accident or disaster; and (iii) Five Hundred Thousand Dollars (\$500,000) on account of damages to property.

3.03 **Casualty Insurance.** Lessor, at Lessor's sole cost and expense, shall, during the Term of this Lease (and any renewal of the Term), keep the Premises insured against loss or damage by fire and all risks comprehended by standard extended coverage endorsements in an amount equal to the full replacement cost of the Premises. All sums payable under such insurance shall used to repair, rebuild or restore the Premises in accordance with the requirements of Section 11. If Lessor fails to obtain such insurance, Lessee may, at its option, obtain such insurance and any amounts so paid by Lessee shall (i) be applied and credited by Lessor toward the Purchase Price of the Premises if Lessee elects to purchase the Premises pursuant to the Option to Purchase contained in Section 15 of this Lease or (ii) be credited and applied by Lessor toward the next installment(s) of rent due and payable from Lessee to Lessor.

3.04 **Insurance Policies.** All insurance required pursuant to this Lease shall be obtained from a responsible insurance company or companies authorized to do business in the State of Ohio. Originals of the policies of such insurance or certificates thereof shall be delivered to Lessor and Lessee promptly upon the commencement of the Term, and renewals thereof shall be delivered to Lessor and Lessee not less than thirty (30) days prior to the expiration dates of the respective policies. The insurance provided hereunder shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor and Lessee.

3.05 **Real Estate Taxes and Assessments.** During the Term of this Lease, Lessor shall, at Lessor's sole cost and expense, pay, before delinquent, all charges for real estate taxes and assessments that may accrue and become a lien with respect to the Premises and all improvements thereon. If Lessor fails to pay such taxes and assessments, Lessee may, at its option, pay such taxes and any amounts so paid by Lessee shall (i) be applied and credited by Lessor toward the Purchase Price of the Premises if Lessee elects to purchase the Premises pursuant to the Option to Purchase contained in Section 15 of this Lease or (ii) be credited and applied by Lessor toward the next installment(s) of rent due and payable from Lessee to Lessor.

Section 4. **Use of Leased Premises; Signs.**

4.01 **Use.** Lessee will not use the Leased Premises for any purpose other than operation of a school during the Term of this Lease (and any renewal of the Term) without the consent of Lessor, which consent shall not be unreasonably delayed or withheld.

4.02 **Lessee's Right to Install Signs.** Lessee may place signs on the Leased Premises with the consent of Lessor, which consent shall not be unreasonably delayed or withheld.

4.03 **Lessor's Right to Install Signs.** Lessor may only place signs on the east exterior wall of the Premises to advertise for lease the portion of the Premises not leased by Lessee along 10<sup>th</sup> Street. During the Term of the Lease (and any renewal of the Term) Lessor shall not place any signs at the Premises offering it for sale, or otherwise advertise the Premises for sale in any medium whatsoever.

Section 5. **Repairs, Maintenance and Alterations.**

5.01 **Repairs and Maintenance.** Lessee, at Lessee's sole cost and expense, shall maintain and keep the interior of the Leased Premises and any wiring or conduits installed by Lessee within the walls in good order and repair. Lessor, at Lessor's sole cost and expense, shall repair, maintain and replace the foundation, roof, gutters and downspouts, floors, and exterior walls, any pipes, wiring or conduits within the walls, and the heating, ventilation, and air conditioning systems of the Premises in good order, repair and condition and in accordance with all applicable codes, laws, rules, orders, and regulations of any governmental authority having jurisdiction over the Premises. The provisions of this Section 5.01 shall not apply in the case of damage or destruction by fire or other casualty covered by standard fire and extended coverage insurance or by eminent domain, such damage or destruction being controlled by Sections 11 and 7, respectively. Lessor, at Lessor's sole cost and expense, shall upgrade or replace, as determined necessary by Lessee in Lessee's sole discretion in order to properly heat and ventilate the Leased Premises. If Lessor fails to promptly and timely perform its obligations in this Section 5.01 and otherwise contained in this Lease, Lessee may, at its option, pay the cost necessary to perform such obligations and any amounts so paid by Lessee shall (i) be applied and credited by Lessor toward the Purchase Price of the Premises if Lessee elects to purchase the Premises pursuant to the Option to Purchase contained in Section 15 of this Lease or (ii) be credited and applied by Lessor toward the next installment(s) of rent due and payable from Lessee to Lessor.



5.02 **Alterations.** Lessee may not make any alterations, additions, improvements or other changes in or to the Leased Premises or attach, affix or build therein any improvement or installation without consent of Lessor which shall not be unreasonably delayed or withheld. All additions, installations, alterations, fixtures and improvements (temporary or permanent) in and upon the Leased Premises, whether installed by Lessee or Lessor, become the property of Lessor and may not be removed by Lessee on the termination of this Lease. Lessee shall have the right to place in the Leased Premises, at such locations therein as Lessee may from time to time determine, Lessee's furniture, standard equipment, and trade fixtures and such personal property shall be and remain the property of Lessee, and may be removed by Lessee at any time during the Term of this Lease.

5.03 **Parking Areas.** Lessor, at Lessor's sole cost and expense, shall maintain, repair and replace all parking areas. Lessor shall be responsible for the removal of all debris, snow and ice from the parking areas. Lessee shall be entitled to exclusive use of the following parking areas at the Premises without additional cost: (i) the entire parking lot located in front of the Premises, (ii) eighteen (18) parking spaces located inside the Premises as agreed upon by Lessor and Lessee as of the Commencement Date, and (iii) eleven (11) parking spaces located across the street from the Premises as have been agreed upon by Lessor and Lessee as of the Effective Date.

Section 6. **Liens.**

6.01 **Encumbrances.** Lessee shall not permit any mechanics' lien to encumber the title of Lessor in and to the Premises, nor shall the interest or estate of Lessor in the Premises be in any way subjected to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee.

6.02 **Mechanics' Liens.** Lessor shall not permit any mechanics', laborers', materialmen's or other liens to stand against the Premises for any labor or material furnished or claimed to have been furnished in connection with work of any character performed or claimed to have been performed on, or pertaining to, the Premises, whether such work was performed or materials furnished prior or subsequent to the date of this Lease. If any such lien shall be filed or shall attach, Lessor shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Lessor fails to pay such lien and obtain the discharge thereof, Lessee may, at its option, pay such lien or obtain the discharge thereof and any amounts so paid by Lessee shall (i) be applied and credited by Lessor toward the Purchase Price of the Premises if Lessee elects to purchase the Premises pursuant to the Option to Purchase contained in Section 15 of this Lease or (ii) be credited and applied by Lessor toward the next installment(s) of rent due and payable from Lessee to Lessor.

Section 7. **Condemnation.**

If the entire Premises, or a portion of the Leased Premises, which in Lessee's sole discretion renders it unusable for Lessee's purposes, shall be taken or condemned for public or quasi-public use or shall be voluntarily conveyed in lieu of such taking, this Lease shall

terminate as of the date title to such property is transferred. If a portion of the Premises is taken or condemned, and Lessee determines in Lessee's sole discretion that such portion does not render the Leased Premises unusable for Lessee's purpose, Lessor at its sole cost shall promptly restore any damage to the Leased Premises caused by the condemnation in a manner acceptable to Lessee. If the size of the Leased Premises has been diminished, the rent for the Leased Premises shall be equitably reduced commencing on the date when possession of the part taken is surrendered by Lessee. Lessor shall be entitled to the award allocable to the loss or diminution in value of the fee, but any portion of the award which is allocated to the loss or diminution in value of the leasehold shall belong to Lessee.

Section 8. **Indemnity.**

8.01 **Lessee's Indemnification.** Lessee shall indemnify and hold Lessor harmless at all times from and against any loss, damage, cost or expense, including reasonable attorney's fees, by reason of Lessee's failure to perform any obligation to be performed under the terms of this Lease, or the act or omission of any of Lessee's agents or employees arising out of or in connection with Lessee's use of the Leased Premises. Lessee hereby waives all immunity pursuant to any and all worker's compensation acts, including, but not limited to, Ohio Rev. Code Section 4123.74 and Section 35, Article II of the Ohio Constitution, to effectuate the foregoing indemnity.

8.02 **Lessor's Indemnification.** Lessor shall indemnify and hold Lessee harmless at all times from and against any loss, damage, cost or expense, including reasonable attorney's fees, by reason of Lessor's failure to perform any obligation to be performed under the terms of this Lease, or the act or omission of any of Lessor's agents, employees, guests, invitees, visitors, or customers arising out of or in connection with Lessor's use of the Premises. Lessor hereby waives all immunity pursuant to any and all worker's compensation acts, including, but not limited to, Ohio Rev. Code Section 4123.74 and Section 35, Article II of the Ohio Constitution, to effectuate the foregoing indemnity.

The provisions of this Section 8 shall survive expiration or termination of this Lease.

Section 9. **Default.**

9.01 **Events of Default.** An event of default under this Lease shall be deemed to occur upon the happening of any one (1) of the following events (an "Event of Default"):

(a) If Lessee shall default in the payment of rental or any other sums required to be paid by Lessee pursuant to the provisions of this Lease and shall fail to cure such default within ten (10) days after receipt of written notice from Lessor indicating such default; or

(b) If Lessee shall default in the performance of any other duty of Lessee pursuant to this Lease (other than the payment of rental or any other sums required hereunder to be paid by Lessee) and such default shall continue or Lessee has not commenced steps to cure such default for a period of thirty (30) days following written notice given by Lessor to Lessee specifying such default.



9.02 **Remedies.** If an Event of Default shall occur, Lessor shall have the right, after at least thirty (30) days' notice, to terminate this Lease and to re-enter and repossess the Leased Premises. Additionally, Lessor shall be entitled to recover from Lessee all rent due through the end of this Lease.

Section 10. **Surrender of Possession.**

At the expiration or earlier termination of the Term of this Lease, Lessee shall quit and surrender the Leased Premises in as good condition and repair as when possession was delivered, reasonable use and wear, loss or damage by fire, the elements or other casualty not resulting from the willful or grossly negligent acts of Lessee, Lessee's agents, employees, guests or invitees excepted.

Section 11. **Damage or Destruction.**

11.01 **Damage and Reconstruction.** If the Premises (whether or not any part of the Leased Premises) shall be partially damaged by fire or other casualty, but, in Lessee's sole discretion, shall not be rendered unfit for occupancy, the damage shall be repaired by Lessor utilizing the proceeds of insurance, and the rent and all additional charges otherwise due hereunder shall be abated on a per diem basis proportionate to the extent and for the period the Leased Premises is rendered unfit for occupancy. If all or substantially all of the Premises is made unfit for occupancy, in Lessee's sole discretion, by fire or other casualty, acts of God or other cause, Lessee may elect (a) to terminate this Lease as of the date when the Leased Premises is made unfit for occupancy by written notice to Lessor within thirty (30) days of the fire or other casualty, or (b) to require Lessor to repair, restore or rehabilitate the Premises utilizing the proceeds of insurance within sixty (60) days of the fire or other casualty; and if an election is made to repair, restore or rehabilitate the Premises, this Lease shall not terminate, but the rent and all additional rents and charges otherwise due hereunder shall be abated from the date of such damage until Lessee accepts the condition of the Leased Premises and retakes possession. In the event Lessor shall proceed under (b) above and shall not substantially complete the work within the sixty (60) day period (excluding from such period loss of time resulting from delays beyond the reasonable control of Lessor), Lessee may then terminate this Lease by written notice to Lessor not later than ten (10) days next after the expiration of the sixty (60) day period.

Section 12. **Assignment, Subletting and Transfer.**

12.01 **Assignment and Subletting by Lessee.** Lessee shall be entitled to assign, convey, transfer or sublet Lessee's interest in this Lease with the consent of Lessor, which shall not be unreasonably delayed or withheld.

12.02 **Transfer by Lessor.** In the event of any transfer of the title to the fee of the Premises, the transferee shall be deemed to assume and perform all of the duties and obligations of Lessor to Lessee under this Lease. No transfer of Lessor's interest herein shall bind Lessee until Lessee receives a signed copy of the instrument transferring and assigning such interest and a copy of the recorded deed to the fee.



Section 13. **Waiver of Subrogation.**

Each of the parties to this Lease hereby waives all causes of action and rights of recovery against the other party, and their respective members, officers, directors, employees, agents, guests, invitees, customers, visitors, successors and permitted assigns for any loss or damage occurring to the Leased Premises, fixtures, merchandise and personal property of every kind located in and about the Leased Premises or injuries to persons resulting from any perils covered by insurance regardless of cause or origin, including the negligence of either party, their respective members, officers, directors, employees, agents, guests, invitees, customers, visitors, successors and permitted assigns to the extent of any recovery under a policy or policies of insurance. However, any such policy or policies will not be invalidated in whole or in part by reason of this subrogation. To the extent necessary to effect the foregoing waiver of subrogation, each party agrees to obtain from their respective insurance carriers endorsements to such policies of insurance waiving the right of subrogation of the insurance carrier.

Section 14. **Miscellaneous.**

14.01 **Notice and Demands.** All notices to or demands upon Lessor or Lessee desired or required to be given under any of the provisions hereof shall be in writing. Unless otherwise specifically herein provided, any notices or demands from Lessor to Lessee shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States registered or certified mail in an envelope properly stamped and addressed to Lessee at Glass City Academy, Attention: David Schaetzke, Acting Director, 1000 Monroe Street, Toledo, Ohio 43604 and Lane D. Williamson, Eastman & Smith Ltd., P.O. Box 10032, Toledo, Ohio 43699-0032 or to such other person or place as Lessee may from time to time designate in writing. Any notices or demands from the Lessee to the Lessor shall be deemed to have been duly and sufficiently given if mailed by United States registered or certified mail in an envelope properly stamped and addressed to Lessor at T&E Properties, Ltd., 29831 East River Road, Perrysburg, Ohio 43551, or to such other person or place as Lessor may from time to time designate in writing.

14.02 **Successors in Interest.** Subject to the provisions hereof and the terms of Section 12, all of the covenants, agreements, conditions and undertakings in this Lease shall extend and inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties hereto, the same as if they were in every case specifically named, and shall be construed as covenants running with the land. Wherever in this Lease reference is made to either of the parties, it shall be held to include and apply to, wherever applicable, the successors and permitted assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their successors and permitted assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease.

14.03 **Inspection of Leased Premises.** Lessee agrees to permit Lessor and the authorized representatives of Lessor, after twenty-four (24) hours' prior written notice, to enter

the Leased Premises during reasonable business hours and without interrupting Lessee's normal business for the purpose of inspecting the Leased Premises.

14.04 **Memorandum of Lease.** This Lease shall not be recorded, but either party may record a Memorandum of Lease stating the names and addresses of the parties, duration of the Term of this Lease (and any renewal of the Term). The party requesting such Memorandum of Lease shall prepare and pay for all costs associated therewith and the other party agrees to execute any instruments as may be required for such recording.

14.05 **Captions.** The captions for this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

14.06 **Saving Clause.** If any term or provision of this Lease or any application thereof shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.07 **Choice of Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

14.08 **Time.** Time is of the essence with respect to all of the terms and conditions of this Lease.

14.09 **Quiet Enjoyment.** Lessee, on paying the rents and observing and keeping the covenants, agreements, conditions and obligations of this Lease on Lessee's part to be observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Leased Premises during the Term of this Lease without hindrance, molestation or interruption by Lessor. Each succeeding owner of the Premises shall be deemed to have assumed and agreed to carry out for the period of its ownership all covenants and obligations of Lessor under this Lease.

14.10 **Holding Over.** If Lessee should remain in possession of the Leased Premises after the expiration of the Term of this Lease, then such holding over shall be deemed a tenancy from month to month, subject to all of the terms, provisions, conditions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

14.11 **Force Majeure.** In the event any party shall be delayed, hindered or prevented from performing any act required by this Lease by reason of strikes, lock-outs, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or any reason of a similar nature, not the fault of the delayed party, then the performance of such act shall be excused and extended for a period equal to the period of such delay.

14.12 **Termination Right.** In the event Lessor fails to perform any of Lessor's obligations under this Lease for fifteen (15) days after written notice or has failed to perform the same obligation on more than three (3) separate occasions, Lessee may either (i) terminate this



Lease, or (ii) perform Lessor's obligation and deduct the cost of such performance from its rent. In the event that Lessee's governmental funding is reduced by twenty-five percent (25%) or more, measured from the Effective Date, or if Lessee's charter contract with the State of Ohio authorized sponsor is not retained, Lessee may terminate this Lease.

14.13 **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations or warranties, oral or written, which are not set forth herein. This Agreement may not be amended or modified except by a writing signed by both parties. Time is of the essence.

Section 15. **Option to Purchase the Premises.** At any time during the Term of this Lease (and any renewal of the Term) and provided that Lessee is not in default under the Lease, Lessee shall have the sole and exclusive right and option to purchase all of Lessor's right, title and interest in and to the Leased Premises, together with all improvements, appurtenances, licenses and easements related thereto ("Option").

15.01 **Exercise of Option.** The Option shall be exercisable by Lessee by either depositing written notice with a nationally-recognized overnight courier, or by certified mail, return receipt requested, in the United States mail or by personally delivering written notice to Lessor on or before the expiration of the Term of this Lease (and any renewal of the Term). If the Option is exercised, it shall immediately result in a binding contract ("Purchase Contract") for the purchase and sale between Lessee, as Purchaser, and Lessor, as Seller, for the sale of the Premises, on and subject to the terms and conditions set forth in this Section 15. Lessee is under no obligation to exercise the Option.

15.02 **Purchase Price.** If the Option is exercised, the parties shall have a period of thirty (30) days to attempt to negotiate the Purchase Price (as hereinafter defined). If the parties cannot mutually agree on the Purchase Price within such thirty (30) day period, the Purchase Price shall be determined by an appraisal of the fair market value of the Premises. Lessor and Lessee agree that The Martin + Wood Appraisal Group shall complete such appraisal ("Initial Appraiser"). Lessor and Lessee shall be entitled to mutually agree on selection of a different appraiser to act as the Initial Appraiser. The Initial Appraiser shall deliver his report to Lessor and Lessee within thirty (30) days of engagement (the "Initial Appraisal"). The cost of the Initial Appraisal shall be split equally between Lessor and Lessee. If Lessor or Lessee objects to the result of the Initial Appraisal, the objecting party shall be entitled to deliver notice of such objection to the other party within five (5) days of receipt of the Initial Appraisal. In such event, the parties shall have a period of thirty (30) days to attempt to negotiate a resolution of the objection. If the parties cannot resolve such objection within the thirty (30) day period, each party shall select a different appraiser (each an "Independent Appraiser") to appraise the fair market value of the Premises within ten (10) days thereafter and provide written notice of selection of such Independent Appraiser to the other party. Each Independent Appraiser shall complete his appraisal within thirty (30) days of engagement and deliver copies of his report to Lessor and Lessee. Lessor and Lessee shall be responsible for payment of the invoice of each of their respective Independent Appraisers. The Purchase Price shall then be determined by averaging the three (3) appraisals so completed. The result of the process set forth in this Section 15.02 shall be referred to herein as the "Purchase Price," which shall be reduced by any amounts paid by Lessee pursuant to Sections 2.02, 3.03, 3.05, 5.01, and 6.02.

15.03 **Conveyance.** If the Option is exercised, Lessor shall convey the Premises to Lessee by a General Warranty Deed (“Deed”), transferring, good and marketable title in fee simple to the Premises, free and clear of all liens and encumbrances (excluding liens and encumbrances created or caused by Lessee), except for (i) real estate taxes and general and special assessments not due and payable as of the Closing, (ii) zoning ordinances, and (iii) easements, reservations, limitations, and restrictions of record. Real estate taxes and assessments, rent, insurance premiums, interest, utilities and other current expenses shall be prorated as of the Closing (as hereafter defined). Lessor shall pay the cost of a Title Guaranty only in the amount of the Purchase Price, the conveyance fee and one-half (1/2) the cost of the closing fee charged by the Title Company (as hereinafter defined). Lessee shall pay all additional costs of title, including, but not limited to the cost of an Owner’s Policy of Title Insurance and one-half (1/2) the cost of the closing fee charged by the Title Company.

15.04 **Evidence of Title, Due Diligence Information and Closing.** Not later than thirty (30) days after determination of the Purchase Price, Lessor shall deliver to Lessee and Lessee shall approve in Lessee’s sole discretion prior to Closing (i) a title commitment for the issuance of an owner’s policy of title insurance (“Title Commitment”) issued by a title company selected by Lessee (“Title Company”), committing the Title Company to issue its Owner’s Policy of Title Insurance in the amount of the Purchase Price in the name of Lessee at Closing, without standard exceptions and subject only to those items enumerated in Section 15.03 hereof and (ii) all leases affecting the Premises, all appraisals, reports, studies, investigations, environmental assessments or other information (“Due Diligence Information”) relating to the Premises in Lessor’s possession or that Lessor can reasonably obtain and all manufacturer’s or vendor’s warranties applicable to the Premises. Lessor will use its best efforts to cooperate with Lessee to update the Due Diligence Information at Lessee’s sole cost and expense to facilitate Lessee obtaining any approvals necessary for Lessee’s intended use of the Premises. If the Option is exercised and the Title Commitment and/or the Due Diligence Information discloses a matter or condition that affects Lessee’s intended use of the Premises, then Lessor shall remove and/or remedy the matter or condition within thirty (30) days after written notice from Lessee. If Lessor is unable to remedy or remove the matter or condition, then Lessee at its option may either: (i) revoke its exercise of the Option (and terminate this Purchase Contract) by delivering written notice to Lessor within fifteen (15) days after Lessee’s receipt of notice of Lessor’s inability to remove or remedy the matter or condition, in which case, Lessee shall have no further obligation to purchase the Premises, or (ii) perform this Purchase Contract and close on the purchase of the Premises. The Closing shall be held at the Title Company at a time designated by the parties, but not later than thirty (30) days after Lessee receives the title commitment (“Closing”). At Closing, Lessor shall deliver to Lessee the Deed conveying the Premises to Lessee and assign all leases and security deposits affecting the Premises to Lessee, and Lessee shall pay Lessor the Purchase Price. At Closing, (i) Lessor shall execute and deliver all such affidavits and agreements as the Title Company shall require for issuance of its Owner’s Policy of Title Insurance and to close the transaction and (ii) shall assign to Lessee any and all leases and manufacturer’s or vendor’s warranties applicable to the Leased Premises.

15.05 **Possession.** Possession of the Premises shall be delivered to Lessee at the Closing.



15.06 **Damage or Destruction.** If the Premises is damaged or destroyed by fire or other casualty after the exercise of the Option, but prior to Closing, then Lessee may either: (i) revoke its exercise of the Option (or terminate this Purchase Contract) by delivering written notice to Lessor within fifteen (15) days after the date of such damage, in which case, Lessee shall have no further obligation to purchase the Leased Premises, or (ii) perform this Purchase Contract and close on the purchase of the Leased Premises, in which case, all applicable insurance proceeds shall belong to Lessee with any deductible applicable to such insurance being credited against the Purchase Price, or (iii) complete the purchase of the Premises in accordance with the terms hereof and receive a credit against the Purchase Price equal to the cost to repair/replace the portion of the Premises damaged or destroyed to the condition the Premises was in as reflected in the appraisal(s) which determined the Purchase Price.

15.07 **Failure of Lessor to Close.** If Lessor fails or refuses to convey the Premises to Lessee in accordance with, and by the time required by this Purchase Contract, then, in addition to the rights and remedies available to Lessee under this Lease, at law or in equity, Lessee shall have the right to enforce specific performance of Lessor's obligations under this Purchase Contract, or to elect to revoke its exercise of the Option (and terminate this Purchase Contract), and bring suit for all damages incurred as a result of Lessor's default, including incidental and consequential damages.

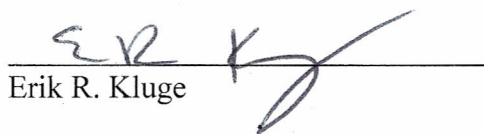
Section 16. **Broker's Commission.**

Lessor represents and warrants to Lessee that Lessor has not entered into a listing agreement with a real estate broker, agent or sales person with respect to the leasing and sale of the Leased Premises and the Premises to Lessee. Lessor shall indemnify and hold Lessee harmless from and against any loss, damage, costs or expense, including reasonable attorneys' fees arising out of a commission claim.

Lessor:

T&E Properties, Ltd.  
an Ohio limited liability company

By:

  
Erik R. Kluge

Its: Authorized Member

Date: May 20, 2011

Lessee:

Glass City Academy  
an Ohio nonprofit corporation

By:

  
David Schaezke

Its: Acting Director

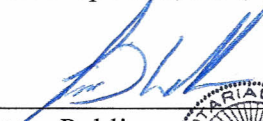
Date: May 20, 2011




STATE OF OHIO            )  
  ) ss:  
COUNTY OF LUCAS        )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2011, by Erik R. Kluge, as an authorized Member of T&E Properties, Ltd., as Lessor.

(SEAL)

  
\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_





LANE D. WILLIAMSON, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03 R.C.

STATE OF OHIO            )  
  ) ss:  
COUNTY OF LUCAS        )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2011, by David Schaezke, as Acting Director of Glass City Academy, an Ohio nonprofit corporation, as Lessee.

(SEAL)

  
\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_



LANE D. WILLIAMSON, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03 R.C.

## EXHIBIT A

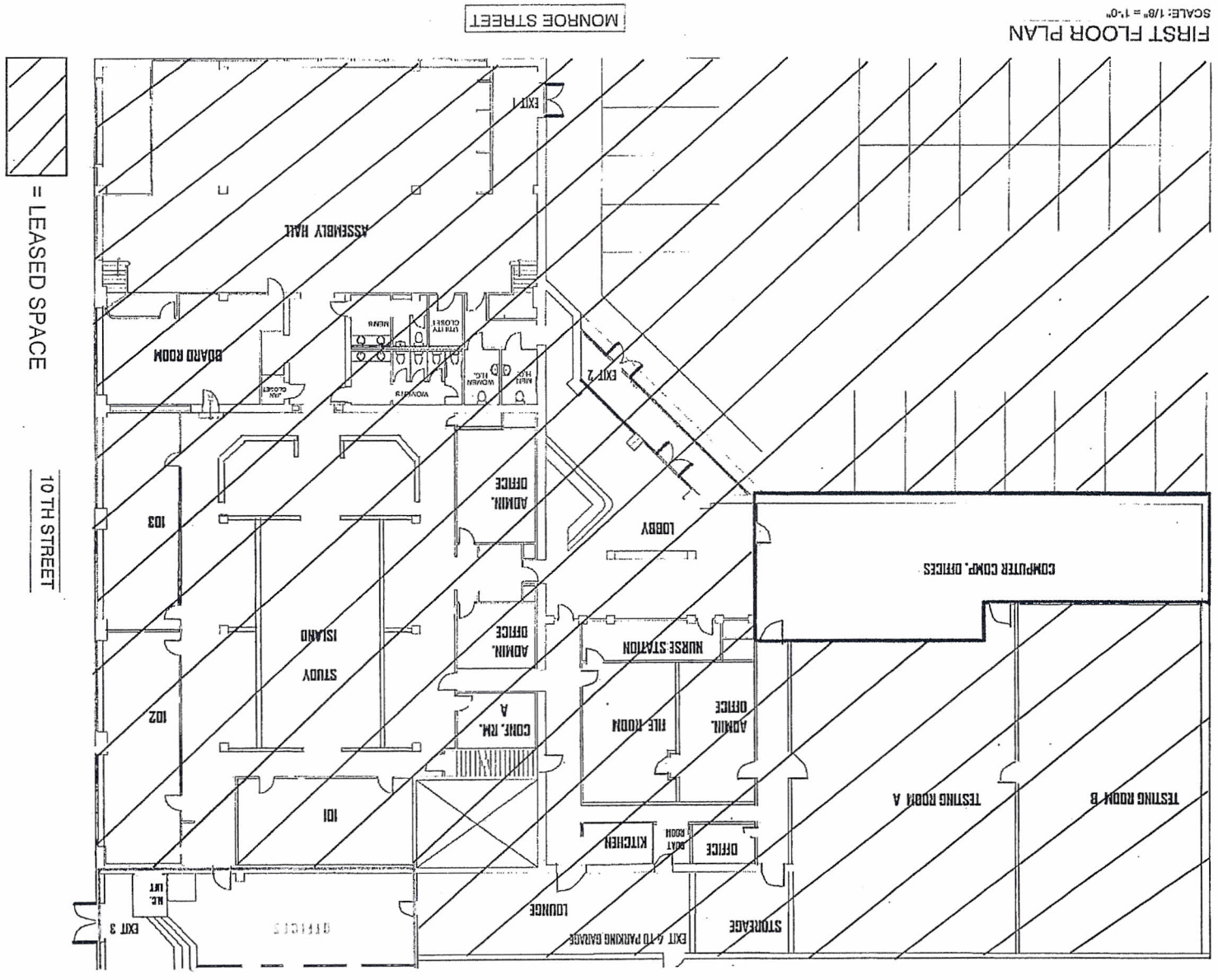
A parcel of land being part of Lots numbers 575, 576, 594 and 595 together with all of Lots numbers 577, 578, 592 and 593, in Port Lawrence Lands, in the City of Toledo, Lucas County, Ohio, same being recorded in Volume 16 of Plats, page 47, said parcel of land being bounded and described as follows:

Beginning at the Northwesterly corner of said Lot number 592 in Port Lawrence Lands; thence in a Northeasterly direction along the Northwesterly line of said Lots numbers 592, 593, 594 and 595 in Port Lawrence Lands, having as assumed bearing of North  $41^{\circ} 53' 01''$  East a distance of 314.08 feet to the intersection of the Northeasterly face of the existing foundation wall of the Wearley Building (so-called); thence South  $48^{\circ} 11' 28''$  East along the said Northeasterly face of the existing foundation wall of the Wearley Building (so-called), a distance of 96.00 feet to an angle point in said Northeasterly face of the existing foundation wall of the Wearley Building (so-called); thence South  $41^{\circ} 48' 32''$  West, along said face of the existing foundation wall of the Wearley Building (so-called), a distance of 23.45 feet to an angle point in said Northeasterly face of the existing foundation wall of the Wearley Building (so-called); thence South  $48^{\circ} 11' 28''$  East along said Northeasterly face of the existing foundation wall of the Wearley Building (so-called), a distance of 72.89 feet to an angle point in said face of the existing foundation wall of the Wearley Building (so-called); thence North  $41^{\circ} 48' 32''$  East along said face of the existing foundation wall of the Wearley Building (so-called), a distance of 13.80 feet to an angle point in said Northeasterly face of the existing foundation wall of the Wearley Building (so-called); thence South  $48^{\circ} 11' 28''$  East along said Northeasterly face of the existing foundation wall of the Wearley Building (so-called), a distance of 31.50 feet to the Southeasterly line of said Lots numbers 575, 576, 577 and 578 in Port Lawrence Lands; thence South  $41^{\circ} 52' 19''$  West along the said Southeasterly line of Lots numbers 575, 576, 577 and 578 in Port Lawrence Lands, a distance of 304.68 feet to the Southwesterly corner of said Lot number 578 in Port Lawrence Lands; thence North  $48^{\circ} 07' 13''$  West along the Southwesterly line of said Lots numbers 578 and 592 in Port Lawrence Lands, a distance of 200.46 feet to the point of beginning.

Taxing District 12; Parcel Nos. 17964 and 17965

FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

EXHIBIT B



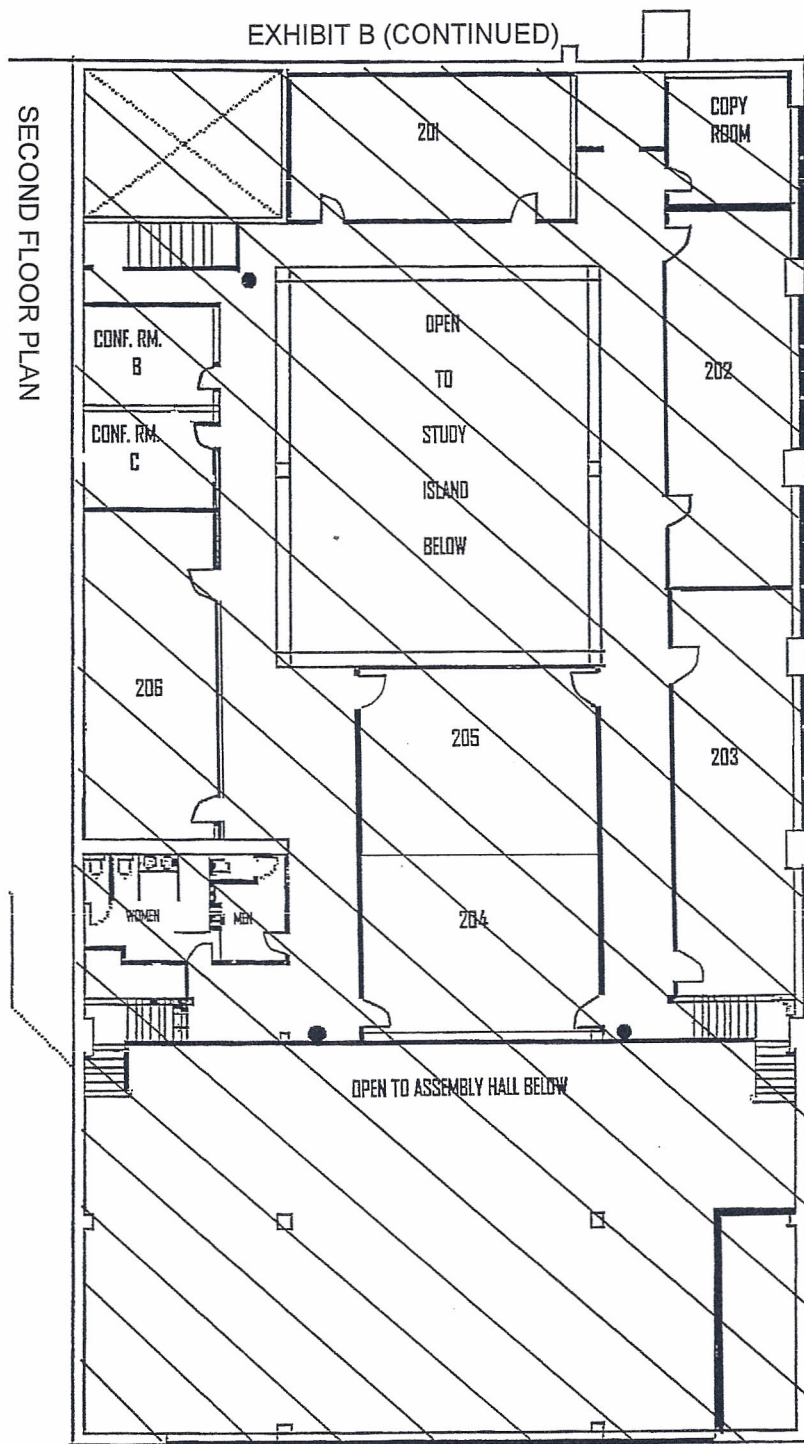
MONROE STREET

= LEASED SPACE

10 TH STREET

EXHIBIT B (CONTINUED)

SECOND FLOOR PLAN



● = NEW CAMERAS  
3 SECOND FLOOR



**NOTICE OF LEASE RENEWAL**

This **NOTICE OF LEASE RENEWAL** ("Notice") is executed pursuant to that certain Lease Agreement by and between T&E Properties, Ltd., an Ohio limited liability company ("Lessor") and Glass City Academy, an Ohio nonprofit corporation ("Lessee"), dated May 20, 2011, as amended by the Amendment to Lease Agreement, dated JANUARY 8, 2013 (the "Amendment").

**WHEREAS**, Lessor and Lessee entered into the Lease for the Leased Premises as of May 20, 2011 for a Term of three (3) years, with an option for Lessee to renew the Term of the Lease for two (2) extensions of three (3) years each; and

**WHEREAS**, Lessor and Lessee executed the Amendment to extend the periods of renewal to provide for two (2) extensions of five (5) years each; and

**WHEREAS**, a written notice of the renewal of the Term of the Lease must be received by Lessor at least one hundred and eighty (180) days before the expiration of the Term of the Lease; and

**WHEREAS**, the Term of the Lease is presently due to expire June 30, 2014, which is more than one hundred eighty (180) days from the date of execution herein; and

**WHEREAS**, Lessee desires to exercise its option to renew the Term of the Lease.

**WITNESSETH:**

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, and pursuant to Sections 1.02 and 14.01 of the Lease and Section 2 of the Amendment, Lessee notifies Lessor that, effective upon receipt of this Notice by Lessor, Lessee hereby exercised its option to renew the Term of the Lease for the first renewal term. Pursuant to this Notice, the Term of the Lease shall extend from July 1, 2014 until June 30, 2019.

Lessee:

Glass City Academy  
an Ohio nonprofit corporation

By: Darlene M. Burk

Its: President

Date: 1/8/13

## LEASE AGREEMENT

**This Lease Agreement** ("Lease") is made effective as of June 30, 2019 by and between **Epiphany of the Lord Parish** ("Landlord" or "Parish"); and **Glass City Academy**, an Ohio nonprofit corporation and public community school ("Tenant"). Daniel E. Thomas, Bishop of the Roman Catholic Diocese of Toledo, Ohio, together with his predecessors and successors in such position, are referred to collectively as the "Bishop" in this Lease.

### RECITALS

Landlord is the beneficial owner of the real property located at 729 White Street, Toledo, Ohio (the "Premises"). Although legal title to the Premises is held in trust by the Bishop of the Roman Catholic Diocese of Toledo in America ("Diocese") for the benefit of Landlord, pursuant to the canons, decrees, and rules of the Roman Catholic Church, as applied in the Diocese, the premises are beneficially owned by Parish which has the authority, in its own name, to enter into agreements for lease of the property. All duties and obligations incident to this Agreement are solely duties and obligations of Parish and not the Bishop or the Diocese.

A. The Premises include a school building consisting of approximately 15,380 square feet located at 1430 Idaho Street in Toledo, Ohio, and paved parking lots, ("collectively "Facilities") and related ancillary facilities as outlined on Exhibit A attached and incorporated by reference.

B. Tenant desires to lease the Facilities from Landlord for the purpose of operating an Ohio public community school. Landlord is willing to lease the Facilities to Tenant, subject to certain terms and conditions, and with the approval of a duly appointed administrator of the Diocese and representative of the Bishop.

**NOW THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

**1. Lease of Facility.** Landlord demises and leases the Facilities to Tenant, and Tenant leases and takes the Facilities from Landlord, for the period and subject to the terms and conditions set forth in this Lease.

**2. Term and Renewal Option.**

(a) The term of this Lease ("Lease Term") and Tenant's right of possession of the Facilities shall be sixty (60) months commencing on June 30, 2019 and terminating on June 30, 2024, unless this Lease is terminated as otherwise provided in this Lease.

(b) Tenant shall have three (3) options to renew and extend the term of this Lease upon not less than six (6) months' notice to Landlord (each, a "Renewal Option") for an additional period of five (5) years ("Renewal Term") for each Renewal Option upon the terms and conditions of this Lease except that the Minimum Rent for the Renewal Term shall be increased by two percent (2%) annually.

**3. Rent.**

(a) **Minimum Rent.** Tenant shall pay minimum rent ("Minimum Rent") of Eight Thousand Three Hundred Thirty Dollars (\$8,330.00) per month beginning July 1, 2019. If this Lease is terminated by Tenant due to a failure of a contingency pursuant to Section 37,



Landlord will promptly refund to Tenant the prorated amount of unearned Minimum Rent for the month in which the termination occurs. The Minimum Rent will increase two percent (2%) following June 30 of each year of the Lease Term. Minimum Rent shall be paid in equal and consecutive monthly installments on the first day of each calendar month in advance. Tenant shall pay, in addition to the Minimum Rent, the Additional Rent and all other amounts as more specifically set forth below.

(b) **Additional Rent.** In addition to Minimum Rent, Tenant shall pay as additional rent ("Additional Rent") during the Lease Term all other amounts that Tenant is required to pay as set forth in this Lease, including, but not limited to Tenant's insurance, late charges, or penalties. Minimum Rent and Additional Rent are hereinafter collectively referred to as the "Rent."

(c) **Payment of Rent.** All Minimum Rent shall be paid to Epiphany of the Lord Parish, 729 White Street, Toledo, Ohio 43605, or at such other address as Landlord may, from time to time, inform Tenant in writing. Except where a contrary payment method is specifically provided for herein, Tenant shall pay all Additional Rent directly to the party to whom such amount is owed. Tenant shall submit to Landlord such documents or instruments as Landlord may reasonably require evidencing the fact that any Additional Rent payable directly to service providers has been timely paid. Any Additional Rent payable directly to Landlord shall be paid within ten (10) days after a written invoice therefore is delivered to Tenant. If any installment of Rent is not paid within ten (10) days after the due date, Tenant shall pay a late charge equal to five percent (5%) of the amount due. In addition, amounts not paid within thirty (30) days of the due date shall be charged interest at the rate of one percent (1%) per month.

(d) **Security Deposit.** Tenant shall pay a Security Deposit in the amount of Eight Thousand Three Hundred Thirty Dollars (\$8,330.00) to Landlord upon execution of this Lease which Security Deposit shall be held against any damage or failure to perform the obligations of the Lease by the Tenant. The deposit less any expenditures necessary to cure a breach of this Lease will be promptly returned to Tenant upon the conclusion or Tenant's termination pursuant to Section 37 of this Lease, whichever occurs first.

#### 4. Use.

(a) **Tenant's Use of Facilities.** Tenant shall use and occupy the Facilities solely as a public community school and for related educational and administrative activities ("Intended Use"). The Facilities shall not be used for any illegal or immoral purpose, provided that the parties acknowledge and agree that Tenant's compliance with the educational rules, regulations and curricular and subject matter requirements of the federal and state authorities having jurisdiction over Tenant's business operations shall not be deemed immoral. Tenant's use of and access to the Facilities shall be limited to the hours between 6:00 a.m. and 6:00 p.m. on business days, unless Tenant has requested and obtained Landlord's consent to use the Facilities at other times, which consent shall not be unreasonably withheld by Landlord if the requested time does not conflict with a scheduled use of the Premises by Landlord. Tenant acknowledges that the limitations set forth in this Section 4(a) are a material part of the consideration received by Landlord for the use of the Facilities, and Landlord would not have entered into this Lease but for these limitations.

(b) **Supervision.** Tenant shall at all times supervise all Tenant Parties (hereinafter defined in Section 10) utilizing, occupying or present at the Facilities, and all activities



at the Facilities. Tenant shall be solely responsible for providing appropriate security and safety precautions at and for the Facilities and for all Tenant Parties. Tenant shall take such action as may be necessary or requested by Landlord to assure that all Tenant Parties are behaving in an orderly manner, and to prevent any Tenant Parties or other Facilities users from creating a nuisance or interfering with, obstructing or impairing the activities or events of Landlord or its officers, employees, licensees, invitees, member or visitors at property of Landlord adjacent to the Facilities.

**5. Parking.** Landlord grants to Tenant the nonexclusive right to use the parking lot located at the Premises and the parking lot across Idaho Street adjacent to the Church Building ("Parking Lot"). Landlord reserves the right to designate certain parking spaces in the Parking Lot for Tenant's use. Landlord also reserves the right to impose reasonable regulations and restrictions on Tenant's use of the Parking Lot.

**6. Covenants and Evidence of Title.** Landlord hereby represents and warrants to Tenant as follows:

(a) Landlord is the owner of the Premises, subject to any liens, easements, restrictions, and encumbrances ("Encumbrances"), provided, that none of the Encumbrances prohibit this Lease or the use of the Premises as allowed under this lease.

(b) To Landlord's knowledge, no existing zoning ordinance or restrictive covenant prevents the Intended Use of the Facilities.

(c) Landlord has full right and authority to enter into this Lease.

(d) Landlord can and by this Lease does give to Tenant exclusive possession of the Facilities subject to the Encumbrances and the terms and conditions of this Lease.

(e) All utilities necessary to operate the Intended Use as contemplated by this Lease ("Utilities") are available to Tenant at the Facilities and to Landlord's knowledge, after commercially reasonable investigation, such Utilities will be as of the Possession Date in reasonably sufficient supply, character, and/or quantity for the Intended Use.

**7. Taxes and Assessments.** Tenant acknowledges that as of the Commencement Date the Premises is exempt from real estate taxes. Provided Landlord does not use or authorize the use of the Premises in a manner that would otherwise result in a loss of the real estate tax exemption, any real estate taxes that would become due and payable with respect to the Premises would be the result of Tenant's Intended Use. Landlord and Tenant shall cooperate to assure that, to the maximum extent permitted by law, the Premises remains exempt from real estate taxes. However, if any real estate taxes are levied, charged or assessed against the Premises that are a direct result of Tenant's Intended Use, then Tenant shall pay to Landlord, not later than ten (10) days before the due date thereof, all such real estate taxes levied, charged or assessed against the Premises that are either due and payable during the Lease Term or that are due and payable after the Lease Term for tax periods occurring during the Lease Term. Tenant shall pay all special assessments against the Premises, and all taxes, assessments, licenses, fees and other charges of any kind or nature that may be assessed, levied or imposed upon Tenant's Property (hereinafter defined in Section 18) or the occupation or use of the Premises by Tenant.



**8. Utilities.** Tenant shall pay all charges for telephone and cable services supplied to the Facilities during the Lease Term. Landlord shall pay for ordinary and customary use of fire panel monitoring and security system, water, sewer charges, gas, and electric. Tenant shall pay to Landlord customary charges for utilities in the amount of Three Thousand Dollars (\$3,000.00) each month beginning July 1, 2019 and consecutively the first day of each calendar month of the Lease Term. Any extraordinary water and sewer charges based on Tenant's use (arising, for example, out of Tenant's failure to repair/report a leak or shut off a hose or faucet for an extended period) shall be paid by Tenant. If Tenant's usage of water and sewer utilities exceeds Landlord's commercially reasonable expectations for ordinary and customary usage based on past history of the Facilities, Tenant shall pay Landlord for the cost of such unexpected usage upon demand, as Additional Rent.

**9. Compliance with Laws.** Tenant shall, at its cost, comply with all laws, statues, ordinances, regulations, rules, orders, decrees, codes, directives, and regulations of all federal, state, and local governmental entities, agencies or authorities (collectively, "Laws") affecting the Facilities and any portions of the Facilities that Tenant is required to maintain, repair, or replace; or relating to Tenant's use and occupancy thereof, provided such compliance does not require Tenant to make any structural modifications to the Facilities.

**10. Environmental Matters.** Tenant shall not violate and shall, at its sole cost and expense, fully comply with all applicable Laws relating to the protection of human health or the environment or the use, generation, storage or disposal of Regulated Materials (hereinafter defined) on, in, around, under or from the Facilities (collectively, "Environmental Laws"). Tenant shall indemnify, defend and hold Landlord, the Bishop, and the Diocese, and their respective officers, employees, agents, and representatives, harmless from and against any and all claims, injuries, damages, fines, liens, judgments, penalties, liabilities, causes of action, losses, costs, or expenses (collectively, "Claims"), including, without limitation, any and all sums paid for attorneys' and professional fees and litigation costs, arising either during or after the Lease Term, caused by or arising out of any violation of or failure to fully comply with Environmental Laws by Tenant, or by Tenant's officers, members, contractors, agents, employees, licensees, and invitees (collectively, the "Tenant Parties," and each a "Tenant Party") or any environmental contamination of the Premises or any adjoining properties or waterways caused in whole or in part by Tenant or any Tenant Parties. Tenant acknowledges that Landlord has advised Tenant that there may be asbestos-containing materials ("ACMs") located in the Premises. Tenant shall not make any alterations, additions, repairs, or replacements unless and until Tenant has confirmed and provided evidence to Landlord that such work can be performed without risk to the health and safety of the occupants of the Premises. "Regulated Material" means any substance (a) that is regulated or controlled under any Laws; (b) that is or becomes defined as a solid waste, hazardous waste, hazardous substance, toxic waste, toxic substance, pollutant, or contaminant under any Laws; (c) the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or to the adjacent properties, or poses or threatens to pose a hazard to the health or safety of persons on or about the Facility; (d) that contains petroleum, including crude oil or any fraction thereof; or (e) that contains polychlorinated biphenyl, ACMs, or urea formaldehyde foam insulation.



## 11. Maintenance and Repair.

(a) Tenant shall be responsible for normal maintenance and repair to the interior and exterior of the Facilities during the Lease Term. Tenant shall, at its cost, keep the interior and exterior of the Facilities in a neat, clean, safe and orderly condition, and shall provide all necessary cleaning and janitorial services for the Facilities. Landlord shall be responsible for lawn mowing and lawn care during the Lease Term. Landlord shall be responsible for snow plowing in the Parking Lot consistent with Landlord's established practices. Tenant will be responsible to remove snow from the sidewalks and doorways of the Facilities. Tenant shall be responsible for the repair but not the replacement of any mechanical, electrical, HVAC, plumbing, fire suppression, or security systems ("Building Systems").

(b) Tenant shall provide its own trash removal, sufficient to have trash and debris generated from Tenant's ordinary and customary activities removed on a timely basis.

(c) Subject to Subsection 11(d) below, Landlord will make any (i) replacements to the Building Systems and (ii) necessary structural repairs to the exterior walls, roof, or foundation of the Facilities; provided, however, that if any such repairs are needed because of negligence, misconduct, or vandalism by Tenant or any Tenant Parties, then Tenant shall reimburse Landlord for the cost of such repairs upon demand

(d) Tenant shall take such actions as may be reasonably necessary or required by applicable Laws to comply with applicable building codes, and to provide for access to and use of the Facilities and all necessary portions thereof by persons with disabilities, in accordance with the requirements of the Americans with Disabilities Act or other applicable Laws. Landlord shall not be required to ensure that the Facilities complies with applicable building codes, or that access to or use of the Facilities and the restrooms and common areas in the Facilities are accessible in accordance with the requirements of the Americans with Disabilities Act or other applicable Laws. If the cost of placing the Facilities in compliance with applicable building codes, the Americans with Disabilities Act, or other applicable Laws would not be economically feasible in the commercially reasonable judgment of Tenant, then (notwithstanding any provision to the contrary in this Lease), Tenant may terminate this Lease upon not less than thirty (30) days' prior written notice to the Landlord without further liability to Landlord.

**12. Condition of Facilities.** Tenant acknowledges and agrees that it has had the opportunity to thoroughly inspect the Facilities and, except for the Landlord's Work, accepts the Facilities "as is" and subject to all conditions and defects. Neither Landlord, the Bishop, nor the Diocese makes any representation or warranty regarding the suitability of the Facilities for Tenant's Intended Use. Landlord shall not be liable for any loss or damage to the Facilities or any of Tenant's Property occasioned by any defect in the Facilities; by the failure of any public utility to provide service; by any malfunction in wiring, plumbing, gas, water, steam, hot water, or other pipes; by bursting, leaking or running of any cistern, tank, boiler, washstand or pipe; by water, snow or ice on the roof, gutters, or otherwise; or by acts of negligence or misconduct of any Tenant Parties or the owners or occupants of adjacent property.

**13. Alterations; Liens.** Tenant may not make alterations, modifications, additions, or improvements to the Facilities without Landlord's written consent and Landlord will not unreasonably withhold its consent to nonstructural alterations, modifications, or improvements. At the time Tenant requests any such alterations, modifications, additions, or improvements,



Tenant shall submit detailed plans and specifications for the same. All such alterations, modifications, additions, or improvements shall be completed in a good and workmanlike manner in accordance with all applicable Laws and in accordance with the plans and specifications approved by Landlord. Tenant shall keep the Facilities free from liens which may result from the failure of Tenant or any contractor, subcontractor or material supplier to pay an amount due. If any mechanic's lien is filed against the Facilities as the result of any work performed for or on behalf of Tenant (other than by Landlord), Tenant shall, at Landlord's option, (a) deposit a sum with Landlord sufficient to satisfy the lien; (b) file a bond in the amount required by statute until the lien is discharged and released of record; or (c) take such other action to remove the lien as may be reasonably acceptable to Landlord.

**14. Signs.** Tenant may not erect or place any permanent or temporary signs on the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld by Landlord. Any permitted signs shall be erected at Tenant's expense and shall comply with all applicable Laws. Prior to the expiration of the Lease, Tenant shall remove any signs at Tenant's expense and repair any damage caused by such signs.

**15. Default.** It shall be a Default ("Default") under this Lease if (a) Tenant fails to pay any Rent when due and such failure continues for ten (10) days; (b) Tenant fails to perform or observe any other agreement or obligation under this Lease to be performed or observed by Tenant within thirty (30) days after receipt of notice from Landlord of such failure; (c) a receiver, trustee, custodian or other person is appointed for Tenant or Tenant's Property or is granted the authority to operate or make decisions with respect to the Facilities; (d) Tenant becomes insolvent, as that term is defined in Title 11 of the United States Code, or admits in writing that it is generally unable to pay its debts when due; (e) Tenant seeks an arrangement or other voluntary relief under the United States Bankruptcy Code or under any applicable laws relating to bankruptcy, insolvency, or the relief of debtors; or (f) the State of Ohio or any other governmental authority, including any court, institutes or initiates any proceeding as a result of the insolvency of Tenant, the inability of Tenant to pay its debts as they come due or the failure, or inability of Tenant to comply with any Laws which remains undischarged or unstayed for a sixty (60) days.

**16. Landlord Remedies.** Upon the occurrence of a Default by Tenant, Landlord may take any one or more of the following actions, independently, concurrently, or successively,

(a) Landlord may re-enter and take possession of the Facilities without terminating this Lease and may (but is not required to) lease the Facilities for the account of Tenant, holding Tenant liable for all costs of Landlord in reletting the Facilities and for the difference in the amount received by such reletting and the amounts payable by Tenant under this Lease. Thereafter, all rights of Tenant to occupy the Facilities shall end and Landlord shall have the right to repossess the Facilities and to expel and remove Tenant and every other person occupying the Facilities. Neither the termination of the right of Tenant to occupy the Facilities nor such re-entry by Landlord shall relieve Tenant from its obligation to pay Rent and to perform and observe all of Tenant's agreements and obligations.

(b) Landlord may terminate this Lease and exclude Tenant from possession of the Premises and may (but is not required to) lease the Premises to others, holding Tenant liable for the difference in the amounts received from such reletting and the amounts payable by Tenant under this Lease.



(c) Landlord may accelerate the payment of Rent, and may exercise any other right or remedy available at law or in equity,

(d) Landlord may cure any Default for the account of and at the expense of Tenant; provided, however, that Landlord shall have the right in cases of emergency to immediately cure any failure by Tenant to perform any agreement or obligation to be performed by Tenant, regardless of whether such failure would constitute a Default and regardless of whether notice has been given to Tenant. Tenant shall pay the expenses of any such cure within ten (10) days after demand.

(e) No receipt of money by Landlord from Tenant or from any other party after Default, after notice of a Default, shall reinstate this Lease or affect any notice, demand, or suit. Nothing contained herein shall be construed to adversely affect the right of Landlord to indemnification for any liability of Tenant arising prior to termination of this Lease. All indemnifications and payment obligations contained herein shall survive the termination of this Lease for any reason whatsoever, including expiration of the Lease Term. No right or remedy herein set forth shall be exclusive of any other right or remedy granted or conferred upon Landlord under any Law, and each and every such right and remedy shall be cumulative.

**17. Tenant remedies.** Upon the occurrence of a Default by Landlord, Tenant may seek any remedy available to Tenant at law or in equity.

**18. Insurance.**

(a) **Casualty Insurance-Facility.** Landlord shall keep the Facilities insured against loss or damage by accident, negligence, misconduct, fire, vandalism, and malicious mischief, sprinkler leakage, and other physical loss perils commonly covered by "all risk" insurance in such amount as the same may be determined by Landlord from time to time in its reasonable discretion, but not less than the replacement value of the school buildings. Tenant shall keep all of Tenant's improvements and Tenant's trade fixtures, equipment, furniture, machinery, inventory, and other personal property (including the personal property of Tenant's employees and students) ("Tenant's Property") insured against the following risks: (i) loss or damage by fire, vandalism and malicious mischief, sprinkler leakage, and all other physical loss perils commonly covered by "all risk" insurance in an amount not less than one hundred percent (100%) of the replacement cost, and (ii) loss or damage by explosion of steam boilers, pressure vessels or similar apparatus, now or hereafter installed on the Facilities, in a commercially reasonable amount acceptable to Landlord. Landlord has disclosed and Tenant acknowledges that any property or casualty insurance policy maintained by Landlord under this Lease is likely to be a blanket policy with a substantial deductible and/or self-insurance amount ("Tenant Coverage Amount"). The Tenant Coverage Amount shall be deemed to be One Hundred Fifty Thousand Dollars (\$150,000.00) as of the effective date of this Lease. Tenant shall carry insurance in the Tenant Coverage Amount ("Tenant Coverage Insurance"), to cover and pay, from the first dollar up to the Tenant Coverage Amount, for loss or damage to the Premises caused by fire, casualty, accident, negligence, misconduct, vandalism and other causes commonly covered by "special forms-causes of loss" property and casualty insurance on a "replacement cost with agreed amount" basis.

(b) **Compliance with Requirements.** Tenant shall comply with all insurance company requirements applicable to the use of the Facilities, and Tenant shall not use the Facilities or permit the Facilities to be used in any manner which would increase the premium of the



insurance described above or cause a cancellation of any such insurance policy. Tenant shall not keep in or about the Facilities any article which may be prohibited by any casualty insurance policy carried by Landlord. Without limiting the foregoing, Tenant shall be responsible for installing and maintaining such smoke detectors, fire prevention, or fire safety equipment at the Facilities as is required by any applicable Laws with respect to the Intended Use, or which is necessary to satisfy insurance company requirements.

(c) **Tenant Insurance.** Tenant shall maintain general liability insurance against claims for bodily injury, death or property damage commonly covered by commercial general liability insurance, with endorsements for blanket contractual, personal injury, owner's protective liability, fire damage, legal liability, broad-form property damage, and extended bodily injury, in commercially reasonable amounts reasonably acceptable to Landlord, but in no event having a combined single limit less than Two Million Dollars (\$2,000,000.00). Tenant shall carry workers' compensation insurance for all persons employed by Tenant. Tenant shall carry plate glass insurance coverage in a commercially reasonable amount approved by Landlord.

(d) **General.** Landlord and the Diocese shall be named as additional insureds on all policies to be carried by Tenant hereunder except for workers' compensation policies. Landlord shall have the right to approve all insurers providing such coverage, which approval shall not be unreasonably withheld. If Tenant fails to procure and maintain said insurance, Landlord may procure and maintain the same at the expense of Tenant. Tenant shall deliver to Landlord, on or before the Commencement Date and, with respect to renewal policies, prior to the expiration of the existing policy, a copy of the policies of insurance required herein or certificates evidencing the existence and amounts of such insurance, whichever is requested by Landlord. No such policy shall be subject to reduction of coverage, and all such policies shall be written as primary policies not contributing with any coverage which Landlord or the Diocese may carry. Each such policy shall provide that it shall not be cancelled, reduced, or modified by the insurer unless the insurer gives (and not merely endeavors to give) thirty (30) days' prior written notice to Landlord, the Diocese, and any mortgagee.

(e) **Waiver of Subrogation.** Landlord and Tenant release each other from any and all liability to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the Premises or Tenant's Property suffered by or caused by any of the perils covered by any casualty insurance policy carried by Landlord or Tenant to the extent of such insurance, notwithstanding the fact that such peril shall have been caused by the fault or negligence of the other party. Each party shall have its insurer provide said waivers, and each party shall obtain any special endorsements that may be required to evidence compliance with the waivers. If either party is unable to obtain such waivers from its insurer, that party shall notify the other party and this waiver of subrogation shall not be deemed to be binding upon either party or effective until both parties have obtained such a waiver from their insurers.

**19. Damage to Premises.** If the Facilities is damaged or destroyed by any cause whatsoever, Landlord may, at Landlord's option, either (1) terminate this Lease, or (2) repair and restore the Facilities. Landlord shall notify Tenant as to whether Landlord will terminate this Lease or repair and restore the Facilities within fifteen (15) business days after the date of the damage or destruction. If Landlord elects to terminate this Lease, then the Rent shall be prorated as of the date of the damage and destruction. If Landlord elects to repair and restore the Facilities, then (i) Landlord shall complete the repair and restoration of the Facilities (but not of any of



Tenant's Property, including Tenant improvements) within one hundred twenty (120) days after the date of the damage or destruction; (ii) the Minimum Rent shall be abated from the date of the damage or destruction until the date when such repair or restoration is substantially completed by a percentage of the Facilities rendered untenable; (iii) Tenant shall repair and restore Tenant's Property, including Tenant improvements; and (iv) this Lease shall remain in full force and effect. Landlord shall receive all insurance proceeds payable as a result of such damage or destruction.

**20. Eminent Domain.** If the entire Facilities is taken for any public or quasi-public use, under any statute or by right of eminent domain, or if any part of the Facilities is taken and the part not taken is insufficient for the Intended Use, then this Lease shall terminate on the date when possession is required for the public use, and the Minimum Rent shall be prorated and paid to such date. If only part of the Facilities is so taken and the part not taken is sufficient for the Intended Use, this Lease shall remain unaffected except that (a) the Minimum Rent payable hereunder shall be reduced by a percentage agreed upon by Landlord and Tenant that is reasonable and equitable based upon the value of the portion taken in relation to the Facilities as a whole and the effect upon Tenant's operations; and (b) Landlord shall restore that part of the Facilities not taken to as near its former condition as the circumstances will permit, and to the extent that condemnation proceeds are available provided that, if Landlord does not receive sufficient proceeds to restore the Facilities for Tenant's Intended Use, then Tenant may terminate this Lease upon not less than thirty (30) days' prior written notice to Landlord and without further liability to Landlord. In case of any such taking, whether of all or any part of the Facilities and regardless of whether this Lease survives, Tenant shall not be entitled to receive any portion of the award; provided, however, that Landlord shall not be entitled to any portion of the award made to Tenant for trade fixtures or relocation expenses.

**21. Surrender of Facilities.** Upon the termination of this Lease for any reason, Tenant shall surrender the Facilities to Landlord in good condition and repair, broom clean, normal wear and tear excepted, together with all of Tenant's improvements other than Tenant's moveable trade fixtures then situated on the Facilities, unless Landlord notifies Tenant prior to such date that Landlord desires the removal of any or all of Tenant's improvements, in which event Tenant shall be responsible for removal of same prior to the date of the termination of this Lease. Any damage caused by Tenant's removal of any of Tenant's Property, including any improvements, shall be repaired at Tenant's cost.

**22. Assignment, Subletting, Encumbering.** Tenant may not (i) assign, transfer, or encumber this Lease or any interest therein; (ii) sublet the Facilities, or any part thereof; or (iii) enter into a license agreement or other arrangement whereby the ownership or use of the leasehold estate or the Facilities is held or utilized by another party, without the prior written consent of Landlord, which consent shall not be unreasonably withheld by Landlord. No assignment, subletting, or transfer permitted hereunder shall act as a release of Tenant from any liability or obligation under this Lease.

**23. Limitation on Liability.** Notwithstanding the fact that the Bishop owns the Premises, Landlord has the beneficial use and control of the Facilities. Accordingly, Landlord is solely responsible for fulfilling Landlord's obligations hereunder. Tenant waives and releases any and all Claims that Tenant may have against the Diocese or the Bishop as a result of any failure on the part of Landlord to fulfill Landlord's agreements and obligations hereunder. In addition, if Tenant obtains a judgment for any Claim under this Lease, such judgment shall be satisfied solely



out of the Premises and the assets of Landlord, and Tenant shall have no right or claim against any assets of the Diocese or the Bishop. This provision is a material part of the consideration given by Tenant, and Landlord would not have executed this Lease but for this provision.

**24. Indemnification.** Tenant shall indemnify, defend, and hold harmless Landlord, the Diocese, and the Bishop, and their respective members, pastors, officers, agents, employees, contractors, licensees, or invitees, from and against any and all Claims, including, without limitation, any and all sums paid for attorneys' and professional fees and litigation costs, caused by, arising out of, or relating to (a) the use and occupancy of the Facilities by Tenant or any Tenant Party; (b) any act or omission of Tenant or any Tenant Party; or (c) any failure to perform any agreement or obligation to be performed by Tenant under this Lease.

**25. Holding Over.** If Tenant, with or without the express or implied consent of Landlord, continues to hold and occupy the Facilities after the expiration of the Lease Term, such holding over and the acceptance or collection of Rent shall operate and be construed as creating a tenancy for month to month and not for any other term whatsoever. Subject to the terms and conditions of this Lease, Landlord may terminate the month-to-month tenancy by giving Tenant thirty (30) days' written notice; provided, however, that no such notice of termination is required with respect to the expiration of the Lease Term, and Landlord may take such action as may be necessary to regain possession of the Facilities at the end of the Lease Term. Nothing contained in this Section shall be deemed to authorize Tenant's holding over.

**26. Waiver.** The waiver by Landlord of any Default or the breach of any agreement or obligation hereunder shall not be deemed to be a waiver of any subsequent Default or breach.

**27. Subordination and Non-Disturbance.** This Lease shall automatically be subordinate at all times to the lien of any mortgage now or hereafter placed upon the Premises. Tenant shall execute and deliver, within ten (10) days after Landlord's request for same, such instruments as may be desired by Landlord or by any mortgagee subordinating this Lease to the lien of any present or future mortgage. Tenant shall have the right at any time to require any mortgagee to execute and deliver to Tenant a customary non-disturbance agreement.

**28. Estoppel Certificate.** Tenant shall, within ten (10) days after receipt of Landlord's request therefore, execute and deliver to any proposed purchaser or mortgagee of the Premises a certificate stating: whether this Lease is in full force and effect; whether this Lease has been modified or amended and, if so, identifying and describing any such modifications or amendments; the date to which the Rent has been paid; and whether Tenant knows of any default on the part of Landlord or has any claim against Landlord.

**29. Attornment.** In the event of any foreclosure of any mortgage on the Premises, Tenant shall attorn to the purchaser at the foreclosure sale. Tenant shall execute and deliver, within ten (10) days after written request by Landlord, an instrument providing for such attornment tax includes such terms and conditions as may be reasonably requested by Landlord or any mortgagee of the Facility; provided the successor in interest or such other party agrees to recognize Tenant's rights and obligations in this Lease and Tenant's use, possession, and enjoyment of the Facilities shall not be diminished or disturbed.

**30. Binding Effect.** This Lease and all of the agreements and obligations herein shall be binding upon and shall inure to the benefit of the successors and assigns of each of the parties.

This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be but one and the same document. If any provision in this Lease is for any reason held to be invalid, illegal, or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Lease, but shall be limited in its operation to the provision directly involved in the controversy, and in all other respects this Lease shall continue in full force and effect.

**31. Inspection.** Landlord or its agents and representatives may enter upon the Facilities for the purpose of inspecting, making repairs, replacements, or alterations, and showing the Premises to prospective purchasers, lenders, or lessees at any time. Landlord shall use reasonable efforts not to interfere with Tenant's use of the Facilities and shall comply with all applicable Laws when students are on the Premises.

**32. Entire Understanding.** This Lease sets forth the entire understanding between the parties with respect to all matters referred to herein and may not be changed or modified except by an instrument in writing signed by both parties. All exhibits, amendments, and addenda attached to this Lease are incorporated herein and made a part hereof.

**33. Miscellaneous.** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio. Neither this Lease nor a memorandum hereof shall be recorded. Time is of the essence in the performance of this Lease.

**34. Notices.** All notices or other communications required or desired to be given hereunder shall be in writing and delivered either personally; by nationally recognized overnight courier; or by United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party at the following addresses or to such other address as notice thereof may have been given:

Landlord:	Epiphany of the Lord Parish 729 White Street Toledo, Ohio 43605 Attention: Pastor or Parish Administrator
With copy to:	Diocese of Toledo 1933 Spielbusch Avenue Toledo, Ohio 43604 Attention: Thomas J. Antonini, General Counsel
Tenant:	Glass City Academy 1000 Monroe Street Toledo, Ohio 43604 Attention: Superintendent
With copy to:	Eastman & Smith, Ltd. One Seagate, 24 <sup>th</sup> Floor P.O. Box 10032 Toledo, Ohio 43699-0032 Attention: Lane D. Williamson, Attorney at Law



All notices shall be deemed to be given on the day personally delivered or, if sent by overnight courier or U.S. mail, on the day after depositing such notice in an approved receptacle for the overnight courier or United States mail, as the case may be. A notice given by the attorney for Landlord or Tenant to the addresses listed above shall be deemed to be as effective as if given by Landlord or Tenant.

**36. Authority.** Each person executing this Lease represents and warrants that he/she has the authority to execute this Lease on behalf of Landlord or Tenant, as the case may be. Landlord and Tenant each represent and warrant that this Lease is the legal, valid, and binding obligation of Landlord or Tenant, as the case may be, enforceable in accordance with its terms. Any act that may be taken by Landlord hereunder shall be deemed to have been duly authorized if approved in writing or taken by the then-current pastor of Epiphany of the Lord Parish. The execution of this Lease by a representative of the Diocese and the Bishop is for the limited purpose of evidencing approval of Landlord's execution of this Lease and shall not be deemed to obligate the Diocese or the Bishop in any way under this Lease. This Lease may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which together shall be but one and the same document. Facsimile or telecopy signatures and/or notarizations shall have the same force and effect as originals.

**37. Contingencies and Termination.** Tenant's obligations pursuant to this Lease are contingent upon Tenant's ability to obtain any and all governmental approvals all on terms and conditions acceptable to Tenant to operate the Intended Use at the Premises. If Tenant is unable to satisfy any of the contingencies set forth in this Lease, Tenant shall be entitled to terminate this Lease upon not less than three (3) days' prior written notice to Landlord and with no further liability to Landlord. In addition, Tenant will have the right to terminate the Lease during the Lease Term upon not less than six (6) months' prior written notice to Landlord and with no further liability to Landlord based on (i) a reduction in enrollment of more than five percent (5%) compared to the prior school year or below one hundred (100) students in any event or (ii) a revocation of Tenant's authorization to operate the Intended Use at the Premises.

**38. Right of First Refusal.** Landlord grants Tenant a right of first refusal to purchase the Premises during the Lease Term and any Renewal Term of this Lease, and shall not transfer, sell, or convey the Premises to any third party, without first offering to sell the Premises to Tenant upon the same terms as Landlord received in a bona fide offer to purchase the Premises that is acceptable to Landlord. If Landlord receives an acceptable bona fide offer to purchase the Premises during the Lease Term and any Renewal Term, Landlord shall provide Tenant written notice and a copy of the offer to purchase. Tenant shall have five (5) business days to provide Landlord written notice of Tenant's acceptance of the price and terms and conditions of the offer to purchase. If Tenant does not provide such notice, then Landlord may sell the Premises free of Tenant's right of first refusal.

**39. Broker's Commission.** Each party acknowledges that Landlord is represented by Signature Associates pursuant to a separate written agency agreement and that no other real estate brokers have been involved in this transaction. Landlord will (i) pay the commission due to Signature Associates pursuant to the terms and conditions of the agency agreement and (ii) hold Tenant harmless for any claims arising out of the agency agreement.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, this Lease has been executed as of the date set forth above.

Approved:

EPIPHANY OF THE LORD PARISH

By: [Signature]  
Its: Pastor

GLASS CITY ACADEMY

By: [Signature]  
Its: Governing Authority President

STATE OF OHIO )  
 ) SS:  
COUNTY OF Lucas )

The foregoing instrument was acknowledged before me this 27th day of June, 2019 by Reverend Gilbert Mascerenhas, SAC.

[Signature]  
Notary Public

My Commission Expires: 11/06/22

STATE OF OHIO )  
 ) SS:  
COUNTY OF Lucas )



Carol Marie Basinger  
Notary Public - Ohio  
My Commission Expires

The foregoing instrument was acknowledged before me this 11-06-22 day of June, 2019 by Darlene Burke on behalf of Glass City Academy, an Ohio non-profit corporation and public community school.

[Signature]

Amy S. Meiring  
Notary Public  
Notary Public, State of Ohio  
My Commission Expires Nov. 8, 2020



My Commission Expires:



EXHIBIT A



My Commission Expires  
11/06/22



School Name:	Glass City Academy	Date:	3-7-2023
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<b>6.3a Mission, Vision, Philosophy</b>		
The mission should answer the question <i>why do we exist?</i> The vision should answer the question <i>what do we hope to become?</i> Likewise, a school's philosophy should answer the question <i>what do we value and believe about educating students?</i>		
Mission	6.3a	<b>1) MISSION (Why do we exist?): State the school's clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.</b>
The mission of Glass City Academy is to provide an opportunity for at-risk students to graduate high school, learn marketable skills, and explore post high school options.		
Vision	6.3a	<b>2) VISION (What we hope to become?): State the school's clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function and success of the school over time.</b>
The vision of Glass City Academy is to be the leader in drop-out recovery education.		
Philosophy	6.3a	<b>3) PHILOSOPHY (What do we value and believe about educating students?)</b> State the school's clear, <i>concise</i> , and compelling philosophy that describes the values and beliefs by which the school will operate.
GCA's mission and vision statement serve as our philosophy statement.		

<b>6.3b Curriculum</b>
The primary function of a school is to provide for the education of students. The curriculum describes all planned learning of students and should describe the learning experiences through which a student will progress. Responses should address the following questions: <i>What are the learning</i>



<i>goals for students at your school and what research support the curriculum choice and its effectiveness for the student population served? Each of the items below should be addressed with strong evidence and detail.</i>		
Curriculum – Learning Standards	6.3b	<p>1) Provide specific standards with detailed descriptions for all core and non-core content (physical education, music, art, technology, etc.), including social-emotional learning, addressed by school that will enable each student to acquire learning across all four learning domains: foundational knowledge and skills, well-rounded content, leadership &amp; reasoning, and social-emotional learning.</p> <p>If the school will use Ohio’s Learning Standards in all core and non-core content areas, please check the box. <input checked="" type="checkbox"/></p>
Curriculum - Model	6.3b	<p>2) Does the school plan to use the Ohio Model Curriculum?</p> <p><input checked="" type="checkbox"/> Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas.</p> <p><input type="checkbox"/> No, the school will utilize the curriculum model described below.</p> <p>If “no” is marked, provide evidence of the school’s written curriculum including standards, assessments, differentiation strategies, etc. as an attachment (Attachment # _ Curriculum Model). Describe the research supporting the model.</p>
Curriculum - Pacing Guides	6.3b	<p>3) Provide a detailed description of the development process for pacing guides used in your school that includes the deconstruction of standards.</p>
<p>Departments meet before each school year and each semester to develop pacing plans. Teacher-Based-Teams (TBT) meet monthly to review and deconstruct the state standards. The Departments and TBTs meet to ensure the deconstructing standards are a part of the pacing plan.</p>		
Curriculum – Lesson Template	6.3b	<p>4) Explain what specific components are to be included in model lesson plan templates and rationale.</p>

3 2023-2024 St. Aloysius Sponsorship Education Plan - Charter Attachment

Grade Band/grade level, Standards,Benchmarks, Lesson Objectives/Rubrics,Safety Concerns, Materials/Equipment,Organization/Management/Routines,Introduction,Learning Experiences,ODE Assessment, Closure, Reflection		
Curriculum - Alignment with Ohio Learning Standards	6.3b	5) Provide evidence of alignment of the school’s curriculum model to the Ohio Learning Standards, the Ohio Strategic Plan for Education: 2019-2024, and the mission, vision, and philosophy of the school.
We have provided a list of all of our state approved text books. The text books we provided are aligned with the school’s curriculum model to the Ohio Learning Standards, the Ohio Strategic Plan for education: 2019-2024, and the mission, vision, and philosophy of the school.		
Curriculum - Literacy Skills	6.3b	6) Describe how the school will develop literacy skills across all ages, grades and subjects, as well as building the capacity for effective literacy instruction (i.e. search ODE <a href="#">Ohio’s Plan to Raise Literacy Achievement</a> Birth-12, January 2018).
GCA will develop literacy skills from five different angles. Those being shared leadership, multi-tiered systems of supports, educator capacity, family partnerships and community collaborations. GCA practices Shared leadership by involving all teachers who teach literacy to be involved when decisions are made. GCA Provides literacy support to students using a multi- tiered system that provides help and instruction at all levels. The teachers at GCA are provided tools to strengthen their educator capacity inside and outside of the building. GCA partners with several community organizations in order to both involve parents and students in the process of literacy instruction. These community partners are housed on the GCA Downtown Campus in the Community Service wing. They provide support, resources, and instruction in literacy to not only GCA’s students, but parent support as well. Ohio’s Plan to Raise Literacy Achievement has provided GCA with effective literacy skills across all ages, grades and subjects.		
Curriculum – Future Success	6.3b	7) Describe how the school will identify and support student's future success (i.e. focus on career, project-based learning, expanding work-based learning, career-tech/industry credentials, job shadowing and expanding pathways to graduation).
Each and every student has an individual/success plan that is reviewed with them on a continual basis. Based on this individual success plan students work towards either an industry recognized credential (IRC) or work-based learning job shadowing to prepare students for their future careers. Students are placed for work-based experience using the state of Ohio approved program for them to develop work placed skills and connections. All of this provides students with various pathways to graduation.		

<b>6.3c Instructional Delivery Methods and Resources/Materials</b>		
<p>Instructional methods and resources are the ways and tools used to deliver the curriculum. <i>What strategies or techniques will be used to engage students in learning? What instructional resources and materials will the teachers and students be using, including technology? With strong evidence and great detail, each of the following items should be addressed.</i></p>		
<b>Instructional Delivery Methods</b>	6.3c	<p>1) Explain in detail the <u>primary</u>, evidence-based instructional delivery methods, strategies, and/or techniques (i.e. high yield instructional practices, project-based learning, computer-based, etc.) that will be used to provide daily instruction in your school to support success for all students.</p>
<p>Instructional practices and assessment techniques are developed by a collaboration of the teacher-based teams and curriculum departments. Educators gather data on student performance and relay that data to TBTs. The TBTs use that data to find best instructional practices. These instructional practices are coordinated with the departments and instructional changes are made. Students are then assessed again, data is reviewed and continuous change happens. The same process is used in student assessment. In this way best practices for instruction and assessments are continuously assets, changed and involved.</p>		
<b>Instructional Delivery Methods - Blended Learning Instructional Model</b>	6.3c	<p>2) Is the school using a blended learning instructional model, as defined in section <a href="#">3301.079</a> of the Revised Code? If yes, check box. <input type="checkbox"/></p> <p><b><u>Blended Learning Requirements - please provide ALL of the following:</u></b></p> <ul style="list-style-type: none"> <li>a. An indication of what blended learning model or models will be used;</li> <li>b. A description of how student instructional needs will be determined and documented;</li> <li>c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;</li> <li>d. The school’s attendance requirements, including how the school will document participation in learning opportunities;</li> <li>e. A statement describing how student progress will be monitored;</li> <li>f. A statement describing how private student data will be protected;</li> <li>g. A description of the professional development activities that will be offered to teachers.</li> </ul>

<p><a href="#">Click here to enter text.</a></p>		
<p><b>Instructional Delivery Methods – Research Base</b></p>	<p>6.3c</p>	<p><b>3) Provide the evidence-base for the primary delivery methods, strategies, and/or techniques including impact on population served. If applicable, include a detailed description of the school’s credit flexibility policy. Refer to <u>ESSA</u> definition of evidence based strategies. Provide documentation from the: What Works Clearinghouse or Ohio's Evidence-Based Clearinghouse for meeting level I or II criteria.</b></p>
<p>Glass city Academy is a drop; out recovery school who population has varied and multiple educational needs. Each and every student is an individual requiring an individual instructional approach. No one method of instruction works for more than one GCA student, let alone all of them, so GCA, instead of using one instructional practice, which is exactly what each student received at their prior school, uses multiple and any instructional practice that provides learning and growth for the students. Because of this GCA does not use any one primary delivery method, but instead uses multiple delivery methods and borrows from each to provide students with strategies to better help them individually. We have adopted strategies from Read 180- Secondary Reading, Early reading intervention, Journeys, Open court Reading and Passport to Literacy from Ohio’s Evidence- Based Clearinghouse.</p>		
<p><b>Instructional Delivery Methods - Resources/Materials</b></p>	<p>6.3c</p>	<p><b>4. Identify resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology.</b></p>
<p>For GCA’s textbooks please see attached text book list. Every classroom has for teacher use a laptop connected to a projector which projects on a white board or a Smart Board. In every classroom students have access to chrome books which may be used for instruction and assessment. To facilitate this all classrooms, have access to the internet with WIFI.</p>		
<p><b>Instructional Delivery Methods - Resources/Materials</b></p>	<p>6.3c</p>	<p><b>5. Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.</b></p>
<p>When either TBTs or departments determine an assessment for a new instructional resource needs evaluated and assessed they get a team of teacher together to look at resource options. This team of teachers contact the appropriate organization and obtain the resource and pilot it in their classroom. This pilot is then evaluated by both the department and TBT and recommendations are made to administration in order to procure or not to procure the resource or technology.</p>		



<b>6.3d Continuous Improvement and Professional Growth</b>		
<p>Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.</p>		
<b>Continuous Improvement</b>	<b>6.3d</b>	<p><b>1) How will the school develop, monitor, and evaluate a school improvement plan using the <u>Ohio 5-Step Decision Making Process</u>. Describe the structures and processes to support the improvement planning.</b></p>
<p>Administration working with staff identify the critical needs through all of the following; surveys, informal discussions, conversations with parents and meetings with community partners. Through this information gathering the critical needs are identified and assessed. Once this is accomplished teams of administrators and educators research evidence-based strategies. Certain strategies are then selected for possible implementation. TBT's then begin to plan for implementation, several classrooms then pilot the strategies. Departments then begin the implementation process. They assess the evidence-based strategies effect on student performance. This data is then given back to the TBT's to examine, reflect and adjust.</p>		
<b>Ohio Teacher Evaluation System (OTES)</b>	<b>6.3d</b>	<p><b>2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators.</b></p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?</p> <p><input checked="" type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p><b>3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</b></p>
<p>Evaluation of all staff including teachers are conducted by licensed administrators. Administrators evaluate teachers annually through an observation process. This observation is of the teachers strategies and aligned to the Ohio Standards for Educators. Student performance is apart of this observation and evaluation. These observations are reviewed by GCA's superintendent and Human Resources department.</p>		

Ohio Principal Evaluation System (OPES)	6.3d	<p>4) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System.</p> <p><input checked="" type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>The superintendent Is evaluated by the school board annually using the Ohio standards for Superintendents. Using the Ohio Standards for Principles the GCA directors are also evaluated annually by the Superintendent.</p>		
Local Professional Development Committee	6.3d	<p>6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.</p>
<p>Glass City Academy has its own Local Professional Development Committee (IRN 017339). This committee follows the Ohio Resource Guide for Establishing &amp; Maintaining LPDC's. It is made up of three (3) teachers, one (1) administrator, and one (1) staff member. The Chairperson of the LPDC is the HR &amp; Compliance Assistant. The LPDC meets at least three times a year, and more if necessary. Attached to this document is the meeting schedule, with this year's members, and the IPDP that the teachers use, and get approved.</p>		
Resident Educator Program	6.3d	<p>7) Discuss implementation of Ohio's Resident Educator Program in the school (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.).</p>
<p>Each, and every, Resident Educator teaching at Glass City Academy has a Resident Educator Mentor. GCA has three, state-trained, Resident Educator Mentors for the teachers to rely upon. The RE Mentors meet with the RE's on a bi-weekly basis. They also monitor completion of the required tasks, as well as conduct observations of the RE's instructional practices and classroom management procedures. Each individual school's Director coordinates efforts with the RE Mentors so that all tasks (such as RESA and observations of other teachers, both in and outside of the school building, can be accomplished.</p>		

Professional Development Plan for Teachers	6.3d	8) Using the <a href="#">Ohio Standards for Professional Development (adopted 2015)</a> , describe the process for how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan for teachers informed by student data, curriculum needs, OTES, IPDPs, Resident Educator Program, etc. and how it will link to the school’s continuous improvement plan.
<p>Glass City Academy follows the guidelines set forth in the Ohio Standards for Professional Development when developing, implementing, and evaluating, a professional development plan for teachers. GCA builds teams of learning communities that are in place to empower teachers to learn, give them collective responsibility in the decision making, and align student and curriculum goals to teacher development and learning. The Leadership at GCA promotes a welcoming atmosphere that develops teacher capacity to learn. Resources are then gathered and aligned to the goal of educator learning. Data from several sources is analyzed to evaluate educator learning and alignment of professional development. Learning designs are then developed to integrate the educator learning to student outcomes. Teachers then implement what they have learned by applying research and learning to teach students. Both the student outcomes of curriculum learning and teacher outcomes of alignment of instruction are monitored and evaluated. All of this when put together will help GCA on its continuous improvement plan by increasing the efficacy of teacher instruction and the sustainability of student learning. Both professional educators on IPDP’s and Resident Educator’s working on their professional license will be involved in this professional development process.</p>		
Professional Development Plan for School Leaders	6.3d	9) Using the Ohio Standards for Principals 2018, describe how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan for school leaders informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school’s continuous improvement plan.
<p>Glass City Academy is dedicated to the professional development of its school leaders from the Superintendent down to the Dean-of-Students. GCA takes a four-step approach to professional development for administrators: Leadership, Learning, Culture, and Management. All four pieces are important for a well-balanced administrator. In conversation with the school board, the administration of GCA develops a yearly plan for professional development, using data on student outcomes and teacher instruction, cultural climate of each school building, and school improvement goals. All of this is tied back into the continuous improvement plan to ensure alignment of professional development. This professional development is geared to helping students learn, teachers (whether professional or resident educator) provide quality instruction, or helping administrators maintain a equitable and culturally responsive climate that fosters a community of care and support.</p>		
School Calendar	6.3.1	9) Provide the proposed school calendar, including how parents and students will be notified. It must be comprehensive with professional development and assessment days, vacation days, and number of hours the school will be in session. The school calendar will need to be submitted annually by a due date established yearly for approval by the Sponsor and ODE. Once the calendar is approved, changes can only be made for

		limited reasons with approval of the sponsor and ODE, and may require a corrective action plan.
Please see attached school calendar. This calendar is provided to parents and students both online on the school website and also during enrollment.		
Bell Schedule	6.3.1	10) Provide the school’s proposed bell schedule(s). The bell schedule must incorporate all core and non-core content areas. The schedule must demonstrate common planning time for teachers. Please include the number of hours per day. If additional services are provided, such as after-school tutoring, include these on the schedule.
Please see attached proposed bell schedule.		



**6.3e Prevention and Intervention Policy**

A *Comprehensive System of Learning Support Guidelines*, an Ohio State Board of Education approved document (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students. <https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx>

Appropriate implementation of the guidelines will result in school meeting or exceeding RC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the effectiveness of the interventions. Please provide strong evidence and specific details to address the items below.

Prevention and Intervention Plan	6.3.2	<p>1) Describe a whole-child model for meeting students needs related to health, safety, engagement, personalized learning and prepared for success.</p> <p>2) Describe the school’s <a href="#">multi-tiered educational services</a> policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing academic and/or behavior problems, and address the needs of <u>ALL</u> students (i.e. limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).</p>
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Glass City Academy takes a whole-student approach to student health, safety, engagement and personalized learning. GCA recognizes, as a Drop-Out Recovery High School, that each and every student is an individual with individual needs. All students are evaluated upon entering GCA through the use of the STAR Reading and STAR Mathematics assessment. These results are used to develop a baseline of basic reading and mathematics skills. Student records, once obtained from prior schools, are used to complete the initial assessment. This assessment is conducted by a multitude of GCA teachers, staff members, the EMIS Coordinator, the Career Advisor, and school counselors. At this time, any extra needs of the student, including but not limited to, limited English proficiency, special education needs, homeless designation, or any other need, is considered and planned for. This assessment committee then coordinates between in-school, community partners, and contracted resources to provide for the student’s needs. This is then communicated to the teachers of the student to provide multi-tiered educational services within the classroom. Through TBT’s and the IAT process, the student is monitored for success. Using student learning outcome data, the educators keep track of the progress of the student. At any time, if the student is identified as being at-risk for intervention, then the assessment committee meets again, with the teachers, to determine any other courses of action.

**6.4a Goals and Performance Indicators**

The school will be required to show progress toward meeting the goals established in its school improvement plan. The school improvement plan will be reviewed at monthly board meetings and updated as needed. Revised plans will be submitted to the Sponsor.

Schools newly chartered with Charter School Specialists will establish an school improvement plan by September 30<sup>th</sup>.

The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.

<b>6.5 Assessment Plan</b>		
<p>The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.</p>		
<b>Nationally Normed Assessment</b>	<b>6.5</b>	<p><b>1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, <a href="#">ODE approved standardized testing tool</a>. It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30<sup>th</sup> of each year.</b></p>
<p>Glass City Academy uses both STAR Reading and STAR Mathematics twice a year to determine student improvement. This test is determined by the ODE and is the Nationally Normed Assessment they have determined state Drop-Out Recovery Schools will use.</p>		
<b>Ohio’s State Assessments</b>	<b>6.5</b>	<p><b>2) All required state assessments must be included in the school's assessment blueprint and calendar. Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and Ohio Improvement Process (OIP) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.</b></p>
<p>Glass City Academy uses all state-mandated tests in their assessment blueprint. This includes the STAR Reading and STAR Mathematics tests, as well as the Ohio State Tests (OST’s) which are more commonly referred to as the End-of-Course Exams (EOC’s). The results of these tests are communicated to the Governing Board on a monthly basis, while students are notified immediately when test results return, and parents are mailed the results of such assessments when ODE provides them. Students participating in Industry Recognized Credentials are also assessed using state-recognized industry credentialing assessments.</p>		
<b>Formative Assessments</b>	<b>6.5</b>	<p><b>3) Describe the process for developing formative assessments that includes gauges of all learning domains (social-emotional), sharing data across grade levels and with students and parents, and how results will impact</b></p>

		instructional strategies, practices, materials selection and professional development.
<p>Educators at Glass City Academy conduct formative assessments on a daily basis. These assessments are developed through the use of Teacher-Based-Teams. These TBT's routinely research different formative assessment techniques. These different assessment approaches are then piloted by teachers within the classroom, and evaluated for positive student outcomes. Those formative assessments that provide positive outcomes, in the pilot classrooms, are then expanded to all classrooms. When evaluating formative assessments, the TBT's specifically look at all the student learning domains, concentrating on social and emotional learning. To fully evaluate the effectiveness of such formative assessments, data is shared among grade levels, departments, TBT's and also with students and parents. The impact of these assessments drives instructional strategies used by the teachers, and this drives the practices, material selection, and professional development that the educators receive.</p>		
Non-Academic Measures	6.5	4) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices and program effectiveness.
<p>Glass City Academy uses student, staff, and parent surveys on an annual basis to inform school practices and program effectiveness.</p>		
Diverse Measures of Student Performance	6.5	5) Identify diverse ways to measure student performance beyond standardized assessments that include tools such as student portfolios, capstone projects, presentations or performance-based assessments.
<p>Glass City Academy teachers use many and varied assessment models in determining student educational improvement. The following is a (not-all inclusive) list of some of those assessments practices: Student presentations, student performance-based assessments, simulations, roll-plays, work-experience, student portfolios, group projects, hands-on performance assessments, interview-panel discussions, teacher-student conversations, and many others.</p>		

<p><b>8.1 Organization and Staffing</b></p> <p>Personnel and understanding of roles and responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.</p>		
Organizational Chart	8.1	1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).



Please see attached.		
<b>Roles and Responsibilities</b>	<b>8.1</b>	<b>2) Describe the roles and responsibilities of school staff aligned to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e. speech and language pathologist, school psychologists, etc.), e) other. <i>Please only include job titles.</i></b>
<p>The mission of Glass City Academy is to provide an opportunity for at-risk students to graduate high school, learn marketable skills, and explore post high school options. The vision of Glass City Academy is to be the leader in drop-out recovery education. Each and every staff member participates in making the mission and the vision of GCA happen. The GCA administrators ensure that the mission is accomplished by providing leadership and direction on a day-to-day basis, by supporting the rest of the staff and allowing them to conduct the business of making the mission happen. By making the mission happen, to its fullest extend possible, the vision becomes a reality. The teaching staff are the employees who work the daily mission. It is their quality instruction and efficient assessment of student outcomes that provides students with the necessary tools to accomplish the mission. All the other staff, specialized staff, work as a support to ensure that the administrative staff and teaching staff can accomplish the mission of helping students on a day-to-day basis. Once again, this day-to-day adherence to the mission makes the vision of becoming the leader in DOPR education a reality. Contracted services, such as PSI’s school psychologist, are the much needed support that can not be provided by GCA directly.</p>		
<b>Recruitment and Retention Plan</b>	<b>8.1</b>	<b>3) Describe the plan to recruit, retain and train highly qualified personnel including how the school will meet the goals identified in Ohio’s 2015 Plan for Equity at ODE’s website at:</b> <a href="https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx">https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx</a>
<p>The plan to recruit, retain, and train highly qualified personnel at GCA begins at the Governing Board level with their consultation on how personnel matters affect the mission and vision of GCA. The governing board continuously stresses the need for highly qualified personnel. The administrative staff routinely evaluates personnel staffing looking for equity gaps or equity holes. If such gaps are found, then a root-cause analysis is conducted to determine the reason(s) for such equity gaps existing. The administrative staff then briefs the Governing Board on a step outline to eliminate, or reduce, any equity gaps found. Steps that will be used in this process include, but are not limited to: 1) Strengthening teacher preparation, 2) Targeting hiring, and 3) Improve teaching and learning conditions. The progress in eliminating equity gaps, will be monitored by keeping data on retirements, transfers, and terminations of affecting educators and staff. The GCA Governing Board will be briefed by the Administrative staff on the progress in closing the equity gaps during regular board meetings.</p>		

Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school. <i>Ratios can be no more than 29 students to 1 teacher (29:1).</i>
The max student to teacher ratio is 25:1.		
Staffing Plan for Projected Enrollment	8.1	5) Describe the staffing plan (for the next 5 years) based on the projected enrollment and differentiate between certified teaching, para-teaching, and non-licensed staff.
<p>Glass City Academy is continuously growing, with the enrollment at both buildings constantly increasing. This presents two future staffing options: 1) GCA remains with two buildings of students, and 2) GCA adds an additional school building. Looking at the Option #1 the staffing plan for certified teachers would be to maintain the status quo, or add or drop a teacher at a time, depending on enrollment. Support staff would follow the same pattern if Option 1 was the plan being used. Should GCA determine that the enrollment significantly increased over the two school buildings capacity to hold students, then Option 2 would come into full effect. Option 2 would add another school building. This would mean that at least 1 administrator would need to be added, as well as at least 5 teaching staff (1 per core are and 1 intervention specialist) as well as at least three non-licensed staff (1 secretary, 1 attendance clerk, and 1 custodian). This may also require the addition of a non-licensed staff member (secretary) at the district office.</p>		

Glass City Academy submitted the following items for reference along with their education plan: [Credit Flexibility Plan](#), [6.3 Curriculum Textbook List](#), [2023-2024 Proposed Bell Schedule](#), [LPDC Meeting Schedule 2023-2024](#), [Ohio Standards for the Teaching Profession](#), [GCA Organizational Chart](#), [IPDP Template](#), [2023-2024 School Calendar](#).

## Performance Framework

This framework describes a comprehensive system of monitoring a community school’s performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. The Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. Annually, the School will be sent a performance report showing its percentage over a certain number of years. The goal is for each School to reach 75% by the end of its fifth year of operation.

During a renewal year, the school will be evaluated on an average calculated over the four most recent years of the charter term or the number of years within the charter term that data is available. Schools may earn additional points for improvement in the total percentage from year to year.

### TRADITIONAL K-12 COMMUNITY SCHOOLS

#### Academic Performance

Performance Area	Description	Scoring Scale									
		Above Target				Target	Below Target		Far Below Target		
		5 Points	4.5 Points	4 Points	3.5 Points	3 Points	2.5 Points	2 Points	1.5 Points	0.5 Points	0 Points
		Overall Rating *Not calculated until SY 2022-2023	Overall Rating on the Local Report Card	5 Stars (weighted x 3)	4.5 Stars (weighted x 2.5)	4 Stars (weighted x 2)	3.5 Stars (weighted x 2)	3 Stars	2.5 Stars	2 Stars	1.5 Stars

\*Schools will receive 0.5 points based on a 1 Star rating if the schools’ overall rating points are greater than or equal to the average overall rating points of all community schools.

Performance Area	Description	Scoring Scale			
		Above Target	Target	Below Target	Far Below Target
		4 Points	3 Points	1 Point	0 Points
Overall Rating vs Comparison Schools Overall Grade *Not calculated until SY 2022-2023	Number of schools in which the total points used for the Overall Rating on the Local Report Card is higher than the total points used for the Overall Rating of comparison schools listed in contract.	Outperform 4 or 5 comparison schools (weighted x 3)	Outperform 3 comparison schools (weighted x 2)	Outperform 2 comparison schools	Outperform 1 comparison school
Performance Area	Description	Scoring Scale			

		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 Point	0 Points
Achievement  *Schools will receive 1 point based on a 1 Star rating if the schools' overall achievement percentage is greater than the average overall achievement percentage of its comparison schools that also received a 1 Star rating.	Measures students' academic achievement using each level of performance on Ohio's State Tests.	5 Stars (weighted x 2)	4 Stars (weighted x 2)	3 Stars (weighted x 2)	2 Stars (weighted x 2)	1 Star*
Progress  *Note: as reported on the local report card as the progress component score. Not ODE's one year calculation as used for closure.	Measures the academic performance of students compared to expected growth on Ohio's State Tests.	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star
Gap Closing  *Schools will receive 1 point based on a 1 Star rating if the schools' overall gap closing percentage is greater than the average overall gap closing percentage of its comparison schools that also received a 1 Star rating.	Measures the reduction in educational gaps for student subgroups. *Now includes Chronic Absenteeism	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star*
Early Literacy  *Schools will receive 1 point based on a 1 Star rating if the schools' overall early literacy percentage is greater than the average overall early literacy percentage of its comparison schools that also received a 1 Star rating.	Measures reading improvement and proficiency for students in kindergarten through third grade.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star*
Performance Area	Description	Scoring Scale				
		Above Target	Target	Below Target	Far Below Target	



		4 Points		3 Points	1 Point	0 Points
Graduation Rate	Measures the four-year adjusted cohort graduation rate and the five-year adjusted cohort graduation rate.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
College, Career, Workforce, and Military * Not rated until 2024-2025	Tracks post-graduation outcomes and students participating in credentials and pathways.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥ 1 years' worth of growth for 80% of students tested in reading and math		≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one star level from the previous year (ex. K-3 moves from 2 Stars to 3 Stars)					
	One additional point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One additional point given if school increases the number of schools it outperforms in either the Overall Rating or the Progress Rating. (ex: improves from outperforming one school to outperforming two schools)					
	One additional point is given if the school's percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 additional points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					

<p><b>Total Points Available (100%):</b>          *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.</p>		3
		2022-2023 33 *Based on 2022-2023 local report card
		2023-2024 and beyond 37 *Based on local report cards starting with 2023-2024
<p><b>Target Points (at least a 75%):</b>          *Note: Points listed will be achieved if the school meets all target scores for all applicable measures.</p>		2021-2022 18 *Based on 2021-2022 local report card
		2022-2023 24.75 *Based on 2022-2023 local report card
		2023-2024 and beyond 27.75 *Based on local report cards starting with 2023-2024

**DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS**

**Academic Performance**

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		<b>4 Points</b>	<b>3 Points</b>	<b>0 Points</b>
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to a majority of its comparison schools in Overall Grade, the school will be compared in the Progress Component Grade. The school will then be given credit for each school it outperforms in its comparison group in the Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)	≥ 2 (weighted x 2)	≥ 1
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card <small>*Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.</small>	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet

Performance Area	Description	Scoring Scale		
		Above Target 4 Points	Target 3 Points	Below Target 0 Points
Identified Paths to Future Success	Strategy 10 of Ohio's Strategic Plan for Education: High schools inspire students to paths of future success through work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career-based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One additional point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One additional point given if school increases the number of comparison schools it outperforms in the Overall Local Report Card Grade as listed in the contract from 2 to 3 schools, from 3 to 4 schools or from 4 to 5 schools.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%)				36 *Note: 36 points are achieved if the school meets all target scores.



**Organizational/Operational Performance**

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		<b>2 Points</b>	<b>1 point</b>	<b>0 Points</b>
Timely submission of required documentation.	Monthly Financial and Enrollment Reports, Assessment data, Management Company Evaluation, school improvement plan, Annual Report, Five-year forecasts and Annual Budgets are submitted timely.	All Applicable Submissions were Submitted Timely	At least 75% of the applicable Submissions were submitted timely	Less than 75% of the applicable submissions were submitted timely
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Substantially Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
<b>Additional Factors</b>	One additional point is given if academic coaching is provided for teachers if recommended by the School Improvement Team.			
	One additional point is given for each mission-specific goal that is met for any subgroup, up to a maximum 3 points.			
<b>Total Points Available (100%)</b> *Note: Weighting is not considered in the total points available.				10
<b>Target Points (at least a 70%)</b>				7 *The school should strive to achieve 7 points in this section by achieving a combination of target and above target points.

### Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 Point	0 Points
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract (x2)	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current Liabilities, net of GASB 68/75 and amounts owed to Management Company)		Ratio greater than 1.5:1	Ratio 1:1 to 1.49:1	Ratio less than 1:1
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		No projected deficits in years 1-5.	No projected deficits in years 1-3	Projected deficits in years 1-3.
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
<b>Additional Factors</b>	One additional point will be given for schools that have EMO/CMO supporting the schools start-up/expansion expenses.			
<b>Total Points Available (100%):</b> *Note: Weighting is not considered in the total available points				12
<b>Target Points (75%)</b>				9



## ***Intervention Attachment- 6.4*** ***Dropout Prevention and Recovery Schools*** (As defined by ORC 3314.36)



### ➤ **Evaluation of Local Report Card Components**

- No special technical assistance or intervention will occur for a school receiving a school rating of “Meets Standards” or better on the Overall School Rating on the Local Report Card rating as reflected in the Ohio’s School Report Card (“iLRC”) Power User Reports (or any subsequent report enacted to replace or supplement the iLRC Power User Reports) hereafter known as the “Graded Measure”.
- Any school receiving a “Does Not Meet Standards” as the Overall School Rating on the Local Report Card will be required to implement the intervention steps listed below.
- The school will continue to progress through Levels 1-3 of intervention levels until school receives a “Meets Standards” or higher for the Overall School Rating on the Local Report Card. When the school receives a grade of “Meets Standards” or higher, interventions will no longer be required.
- The Sponsor recommends the school continue to implement all interventions as best practices after achieving a “Meets Standards” or higher on the Overall School Rating.
- All schools must develop and implement a school improvement plan to address deficiencies for any component receiving a “Does Not Meet Standards” in order to maintain and improve achievement.

## Dropout Prevention and Recovery Schools (As defined by ORC 3314.36 and evaluated under 3314.017)

### Level 1 Actions

After Receiving a rating of “Does Not Meet” on the following Local Report Card measure:

#### 1. Overall School Rating

#### The Sponsor Will:

- A. Offer technical assistance for the development of a plan of improvement for the school or the One Plan.
- B. Require the School to review or revise a school improvement plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the school improvement plan.
- C. Require the School to monitor and evaluate the school improvement plan for the following school year to address the needs of the School.
- D. Offer technical assistance for the development of a school professional development plan included in the school improvement plan action steps.

#### The School Will:

- A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement a process to identify root-cause, needs, goals, strategies, and action steps that will move the school forward.
- B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise school improvement plans inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
- C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the school improvement plan at each regularly scheduled Board meeting.
- D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction:
  - a. Provide resources for the deconstruction of learning standards and creation of learning target in content areas, specifically reading and math, throughout the year. Using this process systemically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative.
  - b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit.
  - c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-



	risk that meets criteria outlined by ESSA and the Ohio Department of Education.
E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.	E. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
F. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	F. Make reasonable efforts to hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The school will submit Academic Coach credentials for Sponsor review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.
	G. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
	H. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.

## Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

### Level 2 (School goes into “Intensive Academic Intervention” status with Sponsor)

After Receiving a second consecutive rating of “does not meet” on the following Local Report Card measure:

#### 1. Overall School Rating

**In addition to Year 1 supports, the Sponsor Will:**

**The School Will:**

A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.

A. The School will build upon and strengthen all Level 1 Actions.

B. Review and offer feedback on the school improvement plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.

B. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.

C. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the School Improvement Plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development.

C. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the school improvement plan. Follow guidelines presented in Ohio Standards for Professional Development.

D. Sponsor will conduct a mini audit of instructional program, resources and tools and distribute finding to the Governing Authority.

D. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from qualified educational organizations. The school will provide evidence of such.

E. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES), or alternative, guidelines to improve academic instruction and student achievement. The school will provide evidence of such upon request.

F. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to Governing Authority with suggestions for modification, deletions, or expansions based on the data.

*Intensive Academic Intervention status denotes that the Sponsor has considered the school’s specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions but will consider other options if deemed appropriate considering the school’s specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a “Meets Standards” or better on measures, components or overall grade, as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School Governing Authority’s autonomy.*

**Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)**

**Level 3 Actions**

**After Receiving a third consecutive rating of “does not meet” on the following Local Report Card measure:**

**1. Overall School Rating**

<b>If the School is not required to close by the Ohio Revised Code, the Sponsor may:</b>	<b>The School Will:</b>
A. Sponsor may take over the operations of the school; and/or	A. If the School does not close as required by the Ohio Revised Code, it will continue all Level 1, Level 2 and Level 3 Actions.
B. Work with the Board to replace the operator of the school; and/or	B. Meet all requirements as outlined by the Sponsor before the Academic Probation status is lifted.
C. Place the school on Probation status and outline specific requirements for the School; and	C. Review all staff in relation to school failure and replace staff members where necessary; and/or
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Reconfigure the organizational structure of the school or adopt a new operational structure.

## **GLASS CITY ACADEMY DISPOSITION PLAN FOR EMPLOYEES**

1. Should Glass City Academy (GCA) close or conduct a reduction in force, GCA will make every attempt to help impacted employees.
2. GCA, in order to help impacted employees, may provide referrals to other potential employers, may help with meeting potential employers, and may help with any potential follow-ups, if necessary.



Glass City Academy  
IRN: 000131  
School Year 2022-2023

### **General Description of Benefits**

All full-time employees receive health, vision, and dental benefits, with monthly premiums for single-person coverage contributed to by the governing board.

Glass City Academy provides benefits to its employees. Full-time employees receive the following:

General health care: Paramount single-person coverage with an option to buy extra coverage for family members. The single-person coverage has \$10 co-pay, \$20 co-pay for specialists, \$250 deductible, and a \$2500 annual maximum out of pocket.

Dental care: Delta Dental

Delta dental covers are dental and hygiene care, up to 3 hygiene visits annually.

Vision care: Vision Service Plan

VSP covers all routine vision appointments and the cost of one pair of eye-glasses or contacts annually.

All employees are enrolled in either the State Teachers Retirement Systems (STRS) or the State Employees Retirement System (SERS). The governing board contributes to both systems.

FY23 - Nov 2022 submission

IRN No.: 000131

Type of School: Brick and Mortar

Contract Term: June 30th, 2023

County: Lucas

**School Name: Glass City Academy**  
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances  
 For the Fiscal Years Ended 2020 through 2022, Actual and  
 the Fiscal Years Ending 2023 through 2027, Forecasted

	Actual			Forecasted				
	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	\$ 2,197,612	\$ 2,980,494	\$ 3,009,644	\$ 3,510,000	\$ 3,600,000	\$ 3,690,000	\$ 3,780,000	\$ 3,870,000
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	3,395	3,375	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	7,550	13,069	23,407	33,000	-	-	-	-
<b>Total Operating Receipts</b>	<b>\$ 2,208,557</b>	<b>\$ 2,996,938</b>	<b>\$ 3,033,051</b>	<b>\$ 3,543,000</b>	<b>\$ 3,600,000</b>	<b>\$ 3,690,000</b>	<b>\$ 3,780,000</b>	<b>\$ 3,870,000</b>
<b>Operating Disbursements</b>								
100 Salaries and Wages	\$ 1,341,665	\$ 1,575,481	\$ 1,762,088	\$ 1,782,481	\$ 1,835,955	\$ 1,926,034	\$ 1,983,815	\$ 2,078,330
200 Employee Retirement and Insurance Benefits	417,739	543,081	519,534	525,475	541,240	567,795	584,829	612,692
400 Purchased Services	711,679	648,239	819,788	800,000	824,000	848,720	874,182	900,407
500 Supplies and Materials	205,459	38,516	118,838	100,000	103,000	106,090	109,273	112,551
600 Capital Outlay -New	107,389	19,881	14,966	14,000	14,420	14,853	15,298	15,757
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	18,490	19,602	20,491	20,500	21,115	21,748	22,401	23,073
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 2,802,421	\$ 2,844,800	\$ 3,255,705	\$ 3,242,456	\$ 3,339,730	\$ 3,485,240	\$ 3,589,797	\$ 3,742,809
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (593,864)	\$ 152,138	\$ (222,654)	\$ 300,544	\$ 260,270	\$ 204,760	\$ 190,203	\$ 127,191
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except fund 532)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Grants (3200, except 3211)	48,629	91,514	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	2,500	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	5,633	797	377	1,000	1,000	1,000	1,000	1,000
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 56,762	\$ 92,311	\$ 377	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Excess of Operating and Nonoperating Receipts								
Over/(Under) Operating and Nonoperating Disbursements	\$ (537,102)	\$ 244,449	\$ (222,277)	\$ 301,544	\$ 261,270	\$ 205,760	\$ 191,203	\$ 128,191
Fund Cash Balance Beginning of Fiscal Year	\$ 2,028,982	\$ 1,491,880	\$ 1,736,329	\$ 1,514,052	\$ 1,815,596	\$ 2,076,866	\$ 2,282,626	\$ 2,473,829
Fund Cash Balance End of Fiscal Year	\$ 1,491,880	\$ 1,736,329	\$ 1,514,052	\$ 1,815,596	\$ 2,076,866	\$ 2,282,626	\$ 2,473,829	\$ 2,602,020

**Assumptions**

Actual	Forecasted
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	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
<b>Staffing/Enrollment</b>								
Total Student FTE	260	331	329	390	400	410	420	430
Instructional Staff	19	19	20	22	23	24	24	25
Administrative Staff	8	8	8	8	8	8	8	8
Other Staff	5	5	5	5	5	5	5	5
<b>Purchased Services</b>								
Rent	\$ 288,410	\$ 304,280	\$ 376,284	\$ 378,360	\$ 378,360	\$ 378,360	\$ 378,360	\$ 378,360
Utilities	\$ 126,604	\$ 156,700	\$ 195,269	\$ 197,000	\$ 214,261	\$ 232,040	\$ 250,351	\$ 269,213
Other Facility Costs	\$ 10,201	\$ 8,511	\$ 41,218	\$ 41,218	\$ 42,455	\$ 43,728	\$ 45,040	\$ 46,391
Insurance	\$ 10,456	\$ 10,456	\$ 12,027	\$ 12,027	\$ 12,388	\$ 12,759	\$ 13,142	\$ 13,536
Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sponsor Fee	\$ 63,582	\$ 86,342	\$ 80,632	\$ 85,632	\$ 88,201	\$ 90,847	\$ 93,572	\$ 96,380
Audit Fees	\$ 5,500	\$ 6,500	\$ 8,800	\$ 8,800	\$ 9,064	\$ 9,336	\$ 9,616	\$ 9,904
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation	\$ 36,915	\$ -	\$ -	\$ 27,000	\$ 27,810	\$ 28,644	\$ 29,504	\$ 30,389
Legal	\$ 49,869	\$ 1,559	\$ 10,291	\$ 4,000	\$ 4,120	\$ 4,244	\$ 4,371	\$ 4,502
Marketing	\$ 42,500	\$ 14,151	\$ 20,285	\$ 11,000	\$ 11,330	\$ 11,670	\$ 12,020	\$ 12,381
Consulting	\$ 15,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Education Services	\$ 12,097	\$ 16,922	\$ 16,397	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883
Technology Services	\$ 33,535	\$ 35,600	\$ 48,265	\$ 16,575	\$ 17,072	\$ 17,584	\$ 18,112	\$ 18,655
Food Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 16,410	\$ 7,218	\$ 10,320	\$ 3,388	\$ 3,490	\$ 3,594	\$ 3,702	\$ 3,813
Total	\$ 711,679	\$ 648,239	\$ 819,788	\$ 800,000	\$ 824,000	\$ 848,720	\$ 874,181	\$ 900,407
<b>Financial Metrics</b>								
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	27.31%	-0.60%	18.54%	2.56%	2.50%	2.44%	2.38%
Growth in New Capital Outlay	0.00%	-81.49%	-24.72%	-6.45%	3.00%	3.00%	3.00%	3.00%
Growth in Operating Receipts	0.00%	35.70%	1.20%	16.81%	1.61%	2.50%	2.44%	2.38%
Growth in Non-Operating Receipts/Expenses	0.00%	62.63%	-99.59%	165.25%	0.00%	0.00%	0.00%	0.00%
Days of Cash	0.72	0.52	0.53	0.47	0.54	0.60	0.64	0.66

**Assumptions Narrative Summary**

The state per pupil amount is based off of the most recent foundation report. Used a 3 percent increase for salaries, purchased services, supplies, equipment and other. Benefits are calculated at 29 percent of total wages. Increased teacher salaries by an additional \$35,000 for FY 25 and FY 27 as a result of the projected enrollment increase. The schools does have any debt. Enrollment projections were provided by the school leader.

Fiscal Year 2023-2027 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	
Per Pupil Amt	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000

IRN No. 000131

Community School Budget

County: Lucas

Glass City Academy  
Budget for Fiscal Year 2023

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2300 -2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object	A	B	C	D	E	F	G	H	I	J	K
Salaries 100	\$ 1,000,000	\$ 200,000	\$ 482,481		\$ 100,000						\$ 1,782,481
Retirement Fringe Benefits 200	\$ 294,800	\$ 58,960	\$ 142,235	\$ -	\$ 29,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,475
Purchased Services 400	\$ 42,892	\$ 40,000	\$ 75,000	\$ 36,360	\$ 575,360	\$ 27,000				\$ 3,388	\$ 800,000
Supplies 500	\$ 30,000	\$ 20,000	\$ 15,000		\$ 35,000						\$ 100,000
Capital Outlay 600	\$ 10,000	\$ 4,000									\$ 14,000
Other 800				\$ 20,500							\$ 20,500
<b>Total</b>	<b>\$ 1,377,692</b>	<b>\$ 322,960</b>	<b>\$ 714,716</b>	<b>\$ 56,860</b>	<b>\$ 739,840</b>	<b>\$ 27,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,388</b>	<b>\$ 3,242,456</b>

Budget Per Pupil

Estimated Student Enrollment	390	\$3,532.54	\$828.10	\$1,832.61	\$145.79	\$1,897.03	\$69.23	\$0.00	\$0.00	\$0.00	\$8.69	\$8,313.99
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