

1 Ohio Community School Contract

2
3 This Ohio Community School Contract (the "Agreement"), effective the 1st day of July
4 2021, is made and entered into between the Ohio Department of Education (the
5 "Sponsor") and the governing authority ("Governing Authority") of Ashland County
6 Community School, a public community school organized as an Ohio public benefit
7 corporation (the "School") (collectively, the "Parties").

8 **Background Information**

- 9 A. The Sponsor operates pursuant to Ohio Revised Code ("ORC" or "Revised
10 Code") Chapter 3314 and has the authority to sponsor community schools and
11 establish the Ohio Department of Education Office of Ohio School Sponsorship
12 to perform the sponsorship duties pursuant to ORC 3314.029.
- 13 B. The Governing Authority of the School desires to continue to operate under the
14 oversight of the Sponsor.
- 15 C. The Ohio Department of Education ("Department") approved the continuation of
16 sponsorship for a term of 5 years.

17 **Provisions**

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

20 **Section 1**

21 **1.1 Authority to Operate and Term.**

- 22 A. The Sponsor agrees that the Governing Authority may continue to operate a
23 start-up brick and mortar dropout prevention and recovery Ohio public community
24 school as permitted by law, subject to all applicable federal regulations and laws,
25 the laws of the State of Ohio and to the terms of this Agreement.
- 26 B. This Agreement is effective as of July 1, 2021 and shall continue through June
27 30, 2026. Any renewal of the School shall be subject to the School meeting
28 requirements of this Agreement including performance standards, meeting the
29 application criteria of the Sponsor, and is subject to the provisions of ORC
30 3314.07.
- 31 C. The Governing Authority may carry out any act or ensure the performance of any
32 function that is in compliance with Ohio Community School Law (ORC Chapter
33 3314), the Ohio Administrative Code, and all relevant Federal and State laws, as
34 well as those outlined in this Agreement.
- 35 D. Except as otherwise permitted by this Agreement, or the Sponsor, contracts
36 entered into by the School with third parties shall provide for a right to cancel,
37 terminate, or non-renew, effective upon the suspension or termination of this

38 Agreement, provided such a provision is agreed upon by the third party.
39 Notwithstanding the foregoing, this provision shall not affect any existing
40 contracts or agreements between the School and any third party that precede the
41 date of this Agreement.

42 E. Before executing this Agreement, the School's Governing Authority must pass a
43 resolution in a public board meeting approving the Community School Contract
44 and authorizing one or more individuals to execute this Agreement for, and on
45 behalf of the School's Governing Authority, with full authority to bind the School's
46 Governing Authority.

47 F. The Governing Authority shall employ an attorney independent from the Sponsor
48 and the Operator (education management organization or charter management
49 company), if applicable, for any negotiation of this Agreement or its amendments.

50 1.2 Community School Corporate Status.

51 The School is a community school incorporated as an Ohio public benefit corporation
52 pursuant to ORC Chapter 1702. The School shall continue to operate as an Ohio public
53 benefit corporation and shall ensure that its operation is in accordance with its Articles
54 of Incorporation, which is attached to this Agreement as **Attachment 1**. The School has
55 applied for and is qualified as a tax-exempt organization under Section 501(c)(3) of the
56 Internal Revenue Code. A copy of the tax-exempt status letter is attached to this
57 Agreement as **Attachment 2**. The School is subject to Ohio laws that apply to all
58 community schools, now existing and as subsequently enacted or amended, and all
59 Sponsor policies. Further, the School is a public entity within the meaning of Ohio
60 Revised Code, and is additionally subject to the Ohio Sunshine Laws, which includes
61 the Open Records Act ORC 149.43 and Open Meetings Act ORC 121.22.

62
63 A. Compliance with Agreement. The School will be bound by and operated in a
64 manner consistent with the terms of this Agreement so long as such terms are in
65 accordance with state, federal and local law.

66 B. Corporate Purpose. The purpose of the corporation, as set forth in its Articles of
67 Incorporation, will be limited to the operation of a community school pursuant to
68 ORC 3314.01, et seq. according to all applicable laws and rules.

69 C. Governance. The School represents that it is and shall maintain its status as a
70 public benefit corporation. The Articles of Incorporation and Code of Regulations
71 of the School will provide for governance of the operation of the School in a
72 manner consistent with this Agreement, and state and federal law. The Articles of
73 Incorporation and Appointment of a Statutory Agent are attached to this
74 agreement as **Attachment 1**.

75 D. Code of Regulations (Bylaws). The Code of Regulations must include a provision
76 that the corporation will be governed by a Governing Authority of not less than
77 five (5) members. The Governing Authority shall attempt to have a majority of the
78 members comprised of individuals who live or work in the county of which the

79 School is located. No member of the Governing Authority shall serve on the
80 Governing Authority of more than five (5) community schools at the same time as
81 outlined in ORC 3314.02(E)(3). No member of the Governing Authority shall
82 serve as a member of a school district board of education. The names,
83 electronic mail addresses, preferred contact telephone number, biographical
84 vitae accurately reflecting experience, education, and other professional
85 information of the current members of the Governing Authority is provided to the
86 Sponsor on at least an annual basis or within ten (10) days of any change of
87 Governing Authority membership. The School shall promptly notify the Sponsor
88 of any changes in Governing Authority membership. The names and electronic
89 mail address used for School business are attached to this Agreement as
90 **Attachment 3**. A description of the process by which the Governing Authority of
91 the School shall be selected in the future and the process by which the
92 Governing Authority addresses conflicts of interest shall also be included in
93 **Attachment 3** (unless these processes are outlined in the Code of Regulations,
94 attached to this Agreement as **Attachment 4**).

- 95 E. Membership of Governing Authority. The Governing Authority shall consist of no
96 fewer than **five (5)** members. All governing authority members must comply with
97 ORC 3314.02(E) and any other applicable law, rule, or regulation.

98 No present or former member, or immediate relative of a present or former
99 member of the Governing Authority shall be an owner, employee, or consultant of
100 the community school's Sponsor or Operator, unless at least one (1) year has
101 elapsed since the conclusion of the person's membership on the Governing
102 Authority. Any individual under final consideration for appointment to the
103 Governing Authority shall have an Ohio and federal background check conducted
104 in the manner described in ORC 3319.39 and at least every five (5) years
105 thereafter, unless the individual was a resident of Ohio for the five (5) preceding
106 years in which case only an Ohio background check is required. The results of
107 these background checks shall be maintained at the School and the School shall
108 obtain the consent of prospective Board members to release their criminal
109 background check to the Sponsor.

110 In addition, beginning on July 1, 2020 all Governing Authority members shall
111 undergo an annual verification that no findings for recovery have been issued
112 against any members of the Governing Authority, via a search of the Auditor of
113 State database. If an unresolved finding for recovery is found, the Sponsor may
114 require that the member or member(s) must immediately resign from the
115 Governing Authority and may prohibit the individual from serving until such time
116 that all findings for recovery have been resolved.

117
118 Each member of the Governing Authority shall annually, by **September 30** of
119 each year, or within 30 days of becoming a member of the Governing Authority,
120 file a conflict-of-interest disclosure statement with the School setting forth the

121 names of any immediate relatives or business associates employed by any of the
122 following within the previous three (3) years:

- 123
- 124 a. The Sponsor;
- 125 b. The Operator as defined by ORC 3314.02(A)(8);
- 126 c. A school district or educational service center that has contracted with the
127 School; or
- 128 d. A vendor that is or has engaged in business with the School.

129

130 Annually, the Governing Authority must provide the following items to the
131 Sponsor no later than **September 30** of each year or **within thirty (30) days of**
132 **becoming a member** of the Governing Authority:

- 133
- 134 • Resume or biographical vitae;
 - 135 • Signed Annual Conflict of Interest Disclosure Statement; and
 - 136 • Signed Attestation confirming compliance with all provisions listed in ORC
3314.02(E).

137 At all times, the Sponsor's designee shall be granted all rights and privileges
138 associated with being an ex-officio non-voting member of the Governing
139 Authority, but the Sponsor shall not be considered a member of the Governing
140 Authority under any provision of Ohio law or this Agreement. If the Governing
141 Authority enters into executive session to discuss its contractual relationship with
142 the Sponsor or its designee, or to discuss matters of attorney client privilege,
143 such individual may be excused from executive session for that discussion at the
144 sole discretion of the Governing Authority. The Sponsor's designee may attend
145 executive sessions for all other reasons. When any Sponsor representative or
146 designee is included in an executive session, he/she will abide by all applicable
147 confidentiality rules.

148 **All Governing Authority members shall complete at least five (5) hours of**
149 **required training conducted by the Governing Authority's counsel,**
150 **Sponsor, or an entity pre-approved by the Sponsor. Training includes**
151 **requirements of rules, laws, and as identified by the Sponsor.**

152 **All first-year Governing Authority members must receive the following**
153 **required training within six (6) months of election or appointment:**

154 **At least two (2) hours of the total five (5) hours required by this Agreement**
155 **and must include ethics, public records and open meetings laws training.**

156 **As required by ORC 3314.037, all members of the Governing Authority, the**
157 **designated fiscal officer of the School, the chief administrative officer, and**
158 **other administrative employees of the School with decision making**
159 **authority, and all individuals performing supervisory or administrative**
160 **services for the School under a contract with the operator of the School,**

161 shall complete training on an annual basis on the public records and open
162 meetings laws and provide evidence of completed training to the Sponsor,
163 so that they may comply with those laws as prescribed by ORC
164 3314.03(A)(11)(d).

165 In addition, all members of the Governing Authority, the designated fiscal
166 officer of the School, the chief administrative officer and other
167 administrative employees of the School with decision making authority, and
168 all individuals performing supervisory or administrative services for the
169 School under a contract with the operator of the School must complete
170 annual Ethics training as approved by the Sponsor. The evidence of
171 completed training must be provided to the Sponsor as stated in Section
172 2.2(e)(xvi)(d)(4).

173 The Governing Authority may provide by resolution, for the compensation of each
174 of its members in accordance with Ohio law. However, no individual who serves
175 on the Governing Authority shall be compensated more than one hundred
176 twenty-five dollars (\$125.00) per meeting of that Governing Authority and no
177 such individual shall be compensated more than a total amount of five thousand
178 dollars (\$5,000.00) per year, for all Governing Authorities upon which the
179 individual serves. Each member of the Governing Authority may be paid
180 compensation for attendance at an approved training program, provided that
181 such compensation shall not exceed sixty dollars (\$60.00) a day for attendance
182 at a training program three (3) hours or less in length and one hundred twenty-
183 five dollars (\$125.00) a day for attendance at a training program longer than
184 three hours in length. Virtual or in-person trainings lasting sixty (60) minutes or
185 less should not warrant compensation.
186

187 F. Meetings. The Governing Authority must hold a minimum of **six (6)** regular
188 meetings per year and notice of such regular meetings shall be provided to the
189 Sponsor in writing at the beginning of each school year or at least seven
190 business days prior to such meeting. Notice of special meetings must be sent to
191 the Sponsor as soon as scheduled, and in no case with less than twenty-four
192 (24) hours advanced written notice, along with a telephone call invitation. The
193 Governing Authority shall adopt a policy stating how it will notify the public of all
194 meetings and comply with Ohio Open Meetings Laws. Minutes of each meeting
195 must be provided to the Sponsor and must include enough facts and information
196 to permit the public to know each item the Governing Authority discussed, the
197 results of all votes, and reports or documents presented at the meetings. All
198 minutes, board meeting notices, resolutions, and other related documents must
199 be made available to the public at the school building pursuant to the Ohio Public
200 Records Act and ORC 121.22.

201 G. Dissolution. Upon ceasing operations of the School and dissolution of the School,
202 assets of the School remaining after paying the School's debts and obligations
203 incurred in connection with activities authorized by this Agreement, and not

204 requiring return or transfer to donors or grantors, shall be paid to in accordance
205 with ORC 3314.074 and ORC Chapter 1702. The School will execute all
206 necessary documents required to convey such items. Upon dissolution, all such
207 documentation shall be provided to the Sponsor as requested to complete the
208 closure. The School shall comply with all closure and dissolution provisions
209 required by the Department and contained in ORC Chapter 3314 and ORC
210 Chapter 1702 and stated in Section 11 of this Agreement.

211 H. Non-Commingling. Assets, funds, liabilities and financial records of the School
212 shall be kept separate from assets, funds, liabilities, and financial records of any
213 other person, entity, or organization. The fiscal officer shall be responsible for
214 ensuring that school funds are properly spent and accounted for each month to
215 the Sponsor and Governing Authority as stated in Section 7.3. Failure to comply
216 with this section may result in immediate action by the Sponsor up to and
217 including immediate termination.

218 1.3 Community School Leadership

219 The Superintendent is responsible for the daily operations of the School. The Governing
220 Authority authorizes the Superintendent, the on-site School Leader, to serve as a
221 contact person for the Sponsor. The School shall immediately notify the Sponsor in
222 writing with any change in the identity of the School's leadership.

223 The organizational structure and management/administration, employee and Governing
224 Authority relationships must be accurately reflected in an organizational chart attached
225 as **Attachment 5**. A written narrative that describes the working relationship and
226 responsibilities with each entity (for example the management company roles and
227 school roles) and school personnel job descriptions must be included in **Attachment 5**.
228 Any modification to the organizational structure must be submitted in writing to the
229 Sponsor as a contract modification request prior to implementation.

230 1.4 Opening.

231 The School shall meet all the Opening and Closing Assurances described in **Appendix**
232 **1 and provide required documentation as evidence to the Sponsor**, as contained in
233 ORC Chapter 3314 and as modified by the Department, no later than ten (10) business
234 days **before** the School's first date of instruction in year one of the School's operations.
235 Subsequent years will follow Sponsor requirements. Failure to timely fulfill any material
236 term of the Opening and Closing Assurances shall be considered a material violation of
237 conditions, standards, or procedures provided for in the Agreement and shall be
238 grounds for Sponsor intervention, which may include suspension or termination of this
239 Agreement. The School shall begin operation for the academic year no later than
240 September 30th by teaching the minimum number of students permitted by this
241 Agreement in paragraph 5.3, unless the mission of the School is solely to serve
242 dropouts or the Sponsor is rated "exemplary" for two (2) consecutive years.

243 1.5 Required Sponsor Training.

244 The School agrees to attend all required trainings provided by the Sponsor (for which at
245 least one-week notice is provided). Mandatory trainings include an annual August virtual
246 or in-person all-school training/conference and up to six (6) mandatory professional
247 development conferences per year. These mandatory trainings may occur in-person, or
248 through tele-conference or video-conference. Additional voluntary training and/or
249 professional development opportunities may be available throughout the year and are
250 considered voluntary. Note that these mandatory trainings and/or professional
251 development sessions are in addition to any training sessions required by the
252 Department.

253 **Section 2**

254 **2.1 Sponsor Rights and Responsibilities**

- 255 A. Right to Review. Pursuant to the Sponsor's authority for oversight, monitoring,
256 and providing technical assistance to the School, the School shall operate and
257 shall be accountable to the Sponsor and subject to all applicable federal and
258 state laws and regulations, and Sponsor policies and regulations. All records
259 established and maintained in accordance with the provisions of this Agreement,
260 policies and regulations, and federal and state law and regulations shall, subject
261 to the limitations set forth below, be open to read-only inspection and review and
262 made available in a timely manner to Sponsor officials. The School and Sponsor
263 agree and state that the Sponsor is an authorized representative of a state
264 educational authority and that Sponsor officials have a legitimate educational
265 interests in education records which contain personally identifiable information of
266 a student (provided that such information is redacted) within the meaning of the
267 Family Educational Rights and Privacy Act ("FERPA") and its corresponding
268 regulations. Records include, but are not limited to read-only access the
269 following:
- 270 a. School policies, and procedures
 - 271 b. Education records, including but not limited to, student cumulative files, and
272 student records including individualized education programs ("IEPs") and
273 evaluation team reports ("ETRs") with student personally identifiable
274 information and other protected information redacted;
 - 275 c. Corporate records of the School including governing authority meeting
276 minutes;
 - 277 d. Financial records;
 - 278 e. Educational program, including test administration procedures and student
279 protocols;
 - 280 f. Personnel records, including evidence that criminal background checks have
281 been conducted, with confidential information such as medical information
282 and social security numbers redacted;

- 283 g. School operations, including health, safety and occupancy requirements;
284 and,
285 h. Inspection reports of the facility or facilities.

286 The Sponsor may make announced or unannounced visits to the School to fulfill
287 its oversight responsibilities. However, except in emergencies, and when directed
288 by the Director of the Office of School Sponsorship or the Director's designee,
289 visits should be prearranged in a professional manner with at least twenty-four
290 (24) hours notice to the School's chief administrator to avoid needless disruption
291 of the School's educational and testing process and programming.

292 B. Complaints. The Sponsor agrees to notify the School as soon as practicable
293 regarding any substantive complaints about the School that the Sponsor
294 receives, whether verbal or written. The notification shall be made within three (3)
295 business days of receipt of the complaint by the Sponsor and shall include
296 information about the substance of the complaint. In the case of anonymity, the
297 School will address any verifiable facts and report to the Sponsor. Upon receipt
298 of any complaint, the School must provide a written initial response to the
299 Sponsor within five (5) business days and a supplemental response within fifteen
300 (15) business days or such additional time as agreed to by the Sponsor. This
301 response must include actions taken or proposed to be taken by the School to
302 resolve the complaint. Investigation of complaints may warrant a site visit, review
303 of records, interviews with school staff and submission of evidence that the
304 complaint has been resolved. All written responses from the School are subject
305 to review by the Sponsor. The Sponsor will notify the School if its written
306 response is satisfactory or if the School needs to take further action to resolve
307 the complaint.

308 C. School Health or Safety Issues. The School shall immediately notify the Sponsor
309 (by email or any other method practical) of any emergency with circumstances
310 requiring School closure, lockdown, or any other action that may affect School
311 health or safety. The School shall provide to the Sponsor a calendar of planned
312 emergency drills including, without limitation, fire, tornado, and lockdown drills.

313 D. Academic Performance Data Monitoring and Review Process. Annually, the
314 Sponsor will review the School's most recent report card. The School shall take
315 time to review and analyze the data and determine areas of improvement and
316 determine if the plan (developed under the Ohio Improvement Process) should
317 be modified based upon the report card data. The School has established multi-
318 year academic improvement goals and targets that are agreed to by the School
319 and Sponsor. These goals may be amended from time to time based upon
320 review of data, such amended goals may be altered after approval by the
321 Sponsor and the Governing Authority. The academic and report card
322 performance goals and targets may be amended by the Sponsor to include any
323 new report card measures that may be added during the term of this Agreement.

324 The Sponsor will annually review the performance of the School and may add
325 improvement goals that the School shall implement in order to meet the
326 academic goals and objectives established by the Sponsor. A copy of the
327 Sponsor's Performance Framework is attached as **Appendix 2**.

328 E. Access to Student Records. The School shall annually make available,
329 information regarding special education and related services for students
330 enrolled in the School to Sponsor officials who have legitimate educational
331 interests in such records within the meaning of the Family Educational Rights
332 and Privacy Act ("FERPA") in order to comply with reporting requirements
333 imposed by applicable state or federal law. Such information shall include all
334 funding received for special education and related services and how such funds
335 were expended. The School shall timely make available to the Sponsor,
336 information regarding special education and related services for students
337 enrolled in the School. The Sponsor shall have read-only access and shall use
338 such information exclusively for fulfillment of its oversight and monitoring
339 responsibilities or for compliance with the law and shall not use such information
340 acquired from the School for any other purpose. Notwithstanding anything to the
341 contrary above or herein, the Sponsor shall not have access to personally
342 identifiable information of students or confidential information.

343 **2.2 School Rights and Responsibilities**

344 A. Compliance with ORC Chapter 3314. The School agrees that it shall comply with
345 all requirements set forth in ORC Chapter 3314, as currently written or amended
346 during the term of this Agreement. The School further agrees that it will comply
347 with the following to the extent that the provisions apply to the School as
348 identified in paragraph 2.2(a):

- 349 a. Provide learning opportunities to a minimum of forty (40) students, subject
350 to the agreed minimum enrollment requirements set forth in Section 5.3, for
351 a minimum of nine hundred twenty (920) hours per school year. Enrollment
352 shall be limited to no more than the occupancy permitted for the building;
353 unless a change in this provision of the Agreement has been requested by
354 the Governing Authority and approved by the Sponsor;
- 355 b. Comply with ORC 9.90 (Purchase or procurement of insurance), 9.91
356 (Placement or purchase of tax-sheltered annuity for educational
357 employees), 109.65 (Missing children clearinghouse – missing children
358 fund), 121.22 (Public Meetings), 149.43 (Availability of public records for
359 inspection and copying), 2151.357, (Institution receiving children required to
360 make report), 2151.421 (Reporting child abuse or neglect), 2313.19
361 (Employer may not penalize employee for being called to jury duty),
362 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading
363 of tests), 3301.0712 (College and work ready assessments), 3301.0715
364 (District board to administer diagnostic assessments – intervention
365 services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of

366 data to multi-state consortium prohibited); 3313.472 (Policy on parental and
367 foster caregiver involvement in schools), 3313.50 (Record of tests –
368 statistical data – individual records), 3313.539 (Concussions and school
369 athletics), 3313.5310 (Information and training regarding sudden cardiac
370 arrest), 3313.608 (Fourth grade reading capability), 3313.609 (Grade
371 promotion and retention policy), 3313.6012 (Policy governing conduct of
372 academic prevention/intervention services), 3313.6013 (Dual enrollment
373 program for college credit), 3313.6014 (Parental notification of core
374 curriculum requirements), 3313.6015 (Resolution describing how district will
375 address college and career readiness and financial literacy), 3313.6020
376 (Policy on career advising), 3313.6024 (Reporting on prevention-focused
377 programs) 3313.643 (Eye protective devices), 3313.648 (Prohibiting
378 incentives to enroll in district), 3313.6411 (Providing report card to parent),
379 3313.66 (Suspension, expulsion or permanent exclusion- removal from
380 curricular or extracurricular activities), 3313.661 (Policy regarding
381 suspension, removal, expulsion and permanent exclusion), 3313.662
382 (Adjudication order permanently excluding pupil; from public schools),
383 3313.666 (District policy prohibiting harassment required), 3313.667
384 (District bullying prevention initiatives), 3313.668 (Removal from school
385 based on absences), 3313.669 (Establishing Threat Assessment Teams)
386 3313.6610 (Registration with SaferOH) 3313.6611 (Student led violence
387 prevention club) 3313.67 (Immunization of pupils – immunization records –
388 annual summary), 3313.671 (Proof of required immunizations – exceptions),
389 3313.672 (Presenting school records, custody order if applicable and
390 certification of birth by new pupil), 3313.673 (Screening of beginning pupils
391 for special learning needs), 3313.69 (Hearing and visual tests of school
392 children – exemptions), 3313.71 (Examinations and diagnoses by school
393 physician), 3313.716 (Possession and use metered dose inhaler or dry
394 powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession
395 and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food
396 allergy protection policy), 3313.7112 (Diabetes care), 3313.721 (Health care
397 for students), 3313.80 (Display of national flag), 3313.814 (Standards
398 governing types of food sold on school premises), 3313.816 (Sale of a la
399 carte beverage items), 3313.817 (A la carte foods; determination of
400 nutritional value; software), 3313.818 (Breakfast programs), 3313.86
401 (Health and safety review), 3313.89 (Publication of information regarding
402 online education and career planning tool), 3313.96 (Informational programs
403 relative to missing children – fingerprinting program), 3319.073 (In-service
404 training in child abuse prevention programs), 3319.077-.078 (multi-sensory
405 structured literacy certification), 3319.321 (Confidentiality), 3319.39
406 (Criminal records check), 3319.391 (Applicants and new hires subject to
407 criminal records check provisions), 3319.41 (Corporal punishment policy),
408 3319.46 (Policy and rules regarding positive behavior intervention supports
409 and the use of physical restraint or seclusion on students), 3320.01-3320.03

410 (Ohio Student Religious Liberties Act of 2019); 3321.01 (Compulsory school
411 age – requirements for admission to kindergarten or first grade – pupil
412 personnel services committee), 3321.041 (Excused absences for certain
413 extracurricular activities), 3321.13 (Duties of teacher or superintendent upon
414 withdrawal or habitual absence of child from school – forms), 3321.14
415 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting
416 parent, guardian, or other person having care of any absent student),
417 3321.17 (Attendance officer and assistants – powers), 3321.18
418 Enforcement proceedings), 3321.19 (Examination into cases of truancy –
419 failure of parent, guardian or responsible person to cause child’s attendance
420 at school), 3323.251 (dyslexia screenings), 3327.10 (Qualifications of
421 drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52
422 (Reporting violation of law by employer or fellow employee), 5502.262
423 (Emergency management plans including revisions established via House
424 Bill 404), and 5705.391 (Board of education spending plan), ORC Chapters
425 117. (Auditor of State), 1347. (Personal Information Systems), 1702. (Non-
426 Profit Corporation Law), 2744. (Political Subdivision Tort Liability), 3307
427 (State Teachers Retirement System), 3309 (Public School Employees
428 Retirement System), 3314. (Community Schools), 3365. (Post-Secondary
429 Enrollment Options Program), 3742. (Lead Abatement), 4112. (Civil Rights
430 Commission), 4123. (Workers’ Compensation), 4141. (Unemployment
431 Compensation), and 4167. (Public Employment Risk Reduction Program)
432 as if it was a school district and ORC 3301.0714 (Guidelines for statewide
433 education management information system) as specified in ORC 3314.17
434 (Statewide education management information system). The School shall
435 comply with these Sections and Chapters now in effect and as amended
436 from time to time.

- 437 c. Comply with ORC Chapter 102. and ORC 2921.42-44.
- 438 d. Comply with ORC 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and
439 3314.6114 except that for students who enter ninth grade for the first time
440 before July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a
441 person must successfully complete the curriculum in any high school prior
442 to receiving a high school diploma may be met by completing the curriculum
443 adopted by the Governing Authority of the community school rather than the
444 curriculum specified in ORC Chapter XXXIII or any rules of the State Board
445 of Education. Beginning with students who enter ninth grade for the first
446 time on or after July 1, 2010, the requirement in ORC 3313.61 and
447 3313.611 that a person must successfully complete the curriculum of a high
448 school prior to receiving a high school diploma shall be met by completing
449 the requirements prescribed in ORC 3313.603(C), unless the person
450 qualifies under 3313.603(D) or (F). The School shall comply with the plan
451 for awarding high school credit based on demonstration of subject area
452 competency, and beginning with the 2017-2018 school year, with the

453 updated plan that permits students enrolled in seventh and eighth grade to
454 meet curriculum requirements based on subject area competency adopted
455 by the State Board of Education under ORC 3313.603(J)(1) and (2).
456 Beginning with the 2018-2019 school year, the School shall comply with the
457 framework for granting high school credit to students who demonstrate
458 subject area competency through work-based learning experiences,
459 internship, or cooperative education developed by the Department pursuant
460 to ORC 3313.603(J)(3). If the School is a high school program and will be
461 offering career technical or CBI programs, the plan description for these
462 programs must be included, that complies with the criteria for student
463 participation in ORC 3314.08(H)(2).

464 e. Per ORC 3314.03(A)(11)(g), submit, within four (4) months after the end of
465 each school year, an Annual Report in a format approved by the Sponsor,
466 its activities and progress in meeting all applicable report card measures,
467 and the unique objectives of the School's Educational Plan, which are in
468 **Attachment 6** and its progress in meeting academic and non-academic
469 performance goals and standards, its financial status and progress of
470 meeting the goals and standards of this Agreement to the Sponsor, and to
471 the parents of all students enrolled in the School.

472 f. Ensure all teachers are properly licensed pursuant to ORC 3319.22 through
473 3319.31. However, the School may engage noncertificated persons to teach
474 up to twelve hours per week pursuant to ORC 3319.301 or up to forty hours
475 per week if the school operates a dropout prevention and recovery program
476 and the individual is teaching in an industry recognized credential program
477 pursuant to ORC 3319.301 and obtaining proper certification and/or permits
478 by the Department.

479 g. Be nonsectarian in its programs, admissions policies, employment
480 practices, and all other operations, and will not be operated by a sectarian
481 school or religious institution.

482 h. Recognize the following:

- 483 • The authority of public health and safety officials to inspect the
484 facilities of the school and to order the facilities closed if those
485 officials find that the facilities are not in compliance with health and
486 safety laws and regulations.
- 487 • The authority of the Department, as the community school oversight
488 entity, to suspend the operation of the School under ORC 3314.072 if
489 the Department has evidence of conditions or violations of law at the
490 School that pose an imminent danger to the health and safety of the
491 School's students and employees and the Sponsor does not take
492 such action.

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- i. Comply with ORC 3313.801 as if it were a school district unless the School is an on-line (e-school).
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- j. If the School operates a preschool program that is licensed by the Department under ORC 3301.52 to 3301.59, the School shall comply with ORC 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under ORC 3301.53.
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- k. The School must arrange for providing healthcare and benefits to employees.
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- l. If the School is an on-line (e-school) or is designated as a blended learning School, it must comply with ORC 3314.21 and the requirements stated in the Specialized Education Model Requirements in **Appendix 4**.
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- If the School operates a dropout-prevention and recovery school, it must comply with all provisions of statute and administrative rule and must comply with the requirements stated in the Specialized Education Model Requirements in **Appendix 4**
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- m. The School will comply with section 3321.191 of the Revised Code, unless it is an internet- or computer-based community school that is subject to section 3314.261 of the Revised Code.
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- n. The Governing Authority of the School must adopt an enrollment and attendance policy and ensure that the School enacts a process that requires a student's parent to notify the School when there is a change in the parent's or student's primary address. The policy and process must include periodic notification to parents.
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- o. The Governing Authority of the School must adopt a policy and process by which student residence information is verified on a regular basis. The policy and process must include a verification upon enrollment, periodically throughout the school year and at the end of each school year.
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- p. Comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the following:
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- An internet or computer-based community school; or
 - A community school in which a majority of the enrolled students are children with disabilities as described in ORC 3314.35(A)(4)(b) of the Revised Code.
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- q. The statutory references in this section are currently provided for and required to be in this Agreement pursuant to ORC 3314.03, which is subject to amendment by the General Assembly. All references in this Agreement to

536 Ohio Revised Code (ORC) Sections shall refer to most current statute as
537 may be amended during the term of this Agreement.

538 r. Except as otherwise permitted by the Agreement or the Sponsor, all
539 contracts entered into by the School with third parties shall provide for a
540 right to cancel, terminate, or non-renew, effective upon the expiration date
541 or suspension of this Agreement, provided such a provision is agreed upon
542 by the third party. This includes contracts with teachers and non-teaching
543 staff. Notwithstanding the foregoing, this provision shall not affect any
544 existing contracts or agreements between the School and any third party
545 that precede the date of this Agreement.

546 s. The Governing Authority of the School and the Sponsor must meet at least
547 once yearly, upon such a meeting being organized by the Sponsor, before
548 the end of the fiscal year to review the terms and provisions of this
549 Agreement. At the meeting and any other time, the Governing Authority and
550 Sponsor may consider potential amendments to its language that will be
551 incorporated by mutual agreement of the Parties.

552 t. If the School opened after February 1, 2016, the Governing Authority of the
553 School must either post a bond in the amount of \$50,000 or deposit cash in
554 that amount, with the Auditor of State in accordance with ORC 3314.50, and
555 the Department may withhold funding pursuant to ORC 3314.191 if the
556 bond is not posted or cash deposited pursuant to ORC 3314.191 or as
557 otherwise provided for by law. If the School is operated by an operator as
558 defined by ORC 3314.02(A)(8), the operator may deposit cash in the
559 amount of \$50,000 or provide a written guarantee of payment which shall
560 obligate the management company to pay the costs of audits of the School
561 up to an amount of \$50,000 with the Auditor of State in accordance with
562 ORC 3314.50.

563
564 B. Records. The School agrees to comply with all federal, state, and Sponsor record
565 keeping requirements including those pertaining to students, governance, and
566 finance. All financial records shall comply with the standards for financial
567 reporting as set forth in ORC 3301.07(B)(2). The School shall be notified within
568 ten (10) business days following adoption of new or materially modified Sponsor
569 policies concerning the maintenance, retention, and disclosure of student
570 records. The obligation herein includes maintaining up-to-date information about
571 enrolled students in the Department's student information system. In addition, the
572 School shall ensure that records for students enrolling in the School or other
573 schools are transferred as quickly as possible. Financial records shall be
574 reconciled at least monthly. All public records shall be maintained at the School
575 and shall be open to inspection, consistent with law, during reasonable business
576 hours. **The School further agrees to assist the Sponsor in accessing (in a
577 read-only manner) or reviewing any records as part of its oversight
578 responsibility or to address its compliance requirements. In addition, to
579 assist the Sponsor in evaluating and monitoring the performance of the
580 School, the School shall provide the Sponsor with READ ONLY access to
581 all of the Department's systems, including but not limited to: Education**

582 **Management Information System (EMIS); Secure Data Center (SDC);**
583 **Comprehensive Continuous Improvement Plan (CCIP); OEDS data, and the**
584 **Compliance System so that the Sponsor may adequately evaluate the**
585 **performance of the community school so long as educational records or**
586 **information required to be kept confidential is not accessible to the**
587 **Sponsor. Further, the School agrees to consent and sign any**
588 **documentation required to grant read-only access to any of the systems.**
589

590 The School shall submit to the Sponsor no later than four (4) months after the
591 end of each fiscal year the reports that will be generated and submitted to the
592 Ohio Auditor of State and are statutorily due to the Auditor no later than one
593 hundred fifty (150) days following the close of the fiscal year as currently
594 required, or as may be amended during the term of this Agreement.
595

596 The Sponsor may order a special financial audit of the School from the Auditor of
597 State if, in the sole discretion of the Sponsor, the Sponsor has reason to believe
598 that the School has:
599

- 600 a. Engaged in, been a victim of, or is in any way otherwise connected to
601 irregularities or improprieties involving the School's finances;
- 602 b. Improperly maintained its financial records; and/or
- 603 c. Insufficient financial controls appear to be occurring.
604

605 The costs of the audit shall be paid by the School. Prior to ordering the special
606 financial audit, the Sponsor shall notify the School Governing Authority of its
607 intention to order such and provide a written explanation as to why such a
608 request is being made. The Sponsor shall give the School thirty (30) days to
609 cure any perceived financial issue prior to ordering the special financial audit.
610

611 **C. Notification Provided to the Sponsor.**

- 612 a. **Timely Notice.** The School shall within twenty-four (24) hours notify the
613 Sponsor, the Department, and other appropriate authorities in the
614 following situations:
 - 615 • The discipline of employees at the School arising from misconduct
616 or behavior that may have resulted in harm to students or others, or
617 that constituted serious violations of law; or
 - 618 • Any complaints filed against the School by any governmental
619 agency.
620
- 621 b. **Immediate Notice.** The School shall immediately notify the Sponsor of any
622 of the following:
 - 623 • Conditions that may cause it to materially vary from the terms of this
624 Agreement, or applicable Sponsor requirements, or significant and
625 ongoing violations of applicable federal or state law or administrative
626 rule;

- 627 • Any circumstance requiring the unplanned closure of the School,
628 including, but not limited to, a natural disaster, such as an
629 earthquake, storm, flood or other weather-related event, other
630 extraordinary emergency, or destruction of or damage to the School
631 facility or facilities unless such closure is a result of a published
632 governmental order or is for a routine closure (e.g. snow days,
633 delayed start/early release for weather conditions, etc.);
- 634 • The arrest, dismissal or resignation of any members of the School
635 Governing Authority or School employees for any reason. If the
636 arrest, dismissal or resignation of any member of the School
637 Governing Authority or School employee is for a crime punishable
638 as a felony or any crime related to the misappropriation of funds or
639 theft, the School shall also provide a written report of the information
640 known at the time of the notification. The School shall also notify the
641 Sponsor if it is made aware of the arrest of any member of the
642 School Governing Authority or School employee for any reason.
643 Additionally, the School shall follow all reporting regulations as
644 required in ORC 3314.40 and other relevant laws as required;
- 645 • Misappropriation of funds or suspected misappropriation of funds;
- 646 • Notice from the Internal Revenue Service or any tax authority
647 related to audits, unpaid taxes or penalties.
- 648 • A default on any obligation, which shall include debts for which
649 payments are past due by sixty (60) days or more;
- 650 • A failure to maintain its corporate status with the Ohio Secretary of
651 State's Office that is not cured within sixty (60) days of notice of the
652 same; or
- 653 • Any Findings for Recovery issued by the Ohio Auditor of State
654 against any member of the Governing Authority, operator, fiscal
655 officer, or any employee of the School with responsibility for fiscal
656 operations or authorized to expend money on behalf of the school.

657
658 D. Compliance. The School shall comply with all applicable federal and state laws,
659 administrative rules, local ordinances, and Sponsor policies and procedures
660 applicable to community schools.

661 E. Reports. The School shall provide in a timely manner to the Sponsor any reports
662 necessary and reasonably required for the Sponsor to meet its oversight and
663 reporting obligations. Required reports include, but are not limited to, those listed
664 below along with projected due dates for the current school year. Timely
665 notification shall be provided when due dates are changed or additional reports
666 are to be provided. The Sponsor will annually update the list of required reports
667 and due dates and provide this information to the School. Failure to provide
668 reports within ten (10) days after the date due is a material violation of this
669 Agreement, and the Sponsor may take actions outlined in Section 2.4. Annual
670 reports include, but are not limited to:

- 671 a. Unique School Objectives. The School shall annually provide the Sponsor
672 with a report identifying the progress that the School has made on each of

- 673 its unique objectives included in its Education Plan, which is in
674 **Attachment 6**, during the prior school year. The School and the Sponsor
675 shall mutually determine the due date of the report given the availability
676 and time necessary for assessment of data;
- 677 b. Required financial reports including budget and enrollment records on a
678 **monthly basis** in the format and with attachments prescribed by the
679 Sponsor and pursuant to ORC 3314.023 and 3314.024 as applicable;
- 680 c. Statistical reports including financials, expenditures, income and debt
681 statements, enrollment, , expulsions, suspensions, and any other matter
682 that relates to the financial stability or instability of the School in the format
683 including any relevant attachments that the Sponsor requests, **on a**
684 **monthly basis**;
- 685 d. The Governing Authority shall submit within **four (4)** months after the end
686 of each school year an Annual Report of the School's activities and
687 progress in meetings goals and standards of the School and the School's
688 financial status to the Sponsor and the parents of all students enrolled in
689 the School. This report shall comply with Section 2.2(a)(v) of this
690 Agreement and **a draft report shall be provided to the Sponsor for**
691 **review and input at least two (2) weeks prior to the distribution of the**
692 **report**. At the request of the Sponsor, a representative of the Governing
693 Authority and the School shall attend a pre-arranged meeting of the
694 Sponsor and present the Annual Report to the Sponsor in detail for
695 discussion;
- 696 e. The Governing Authority shall report **annually** to the Sponsor and the
697 Department of all reporting requirements set forth by ORC Chapter 3314,
698 including, but not limited to the reporting requirements set forth in ORC
699 3314.08(B);
- 700 f. Projected enrollment for the next school year must be included with the
701 Submission of the May 5-year forecast submission to the Sponsor;
- 702 g. Financial Plan by **August 1** of each fiscal year;
- 703 h. Annual School budget approved by Governing Authority – ORC 3314.032
704 requires Governing Authority adoption by October 31 of each fiscal year.
705 The annual Governing Authority adopted budget with evidence of
706 Governing Authority approval shall be submitted in final form to the
707 Sponsor two weeks prior to submission to the Department **of each year**;
- 708 i. Five-year forecasts approved by the Governing Authority are required by
709 Ohio law twice per year. These forecasts, with evidence of Board
710 approval are required to be submitted to the Sponsor two weeks in
711 advance of submission to the Department (**November and May**);
- 712 j. Asset reports. The Governing Authority shall **annually** provide the
713 Sponsor with an updated asset report showing all assets purchased with

- 714 public funds, all assets purchased with non-public funds, all assets
 715 purchased with non-public funds, all assets purchased with Federal
 716 Funds, and the ownership of any and all items used by the School;
- 717 k. Transcripts of all students graduating at any time during the school year
 718 by July 1. Only the transcript shall be provided electronically to the
 719 Sponsor;
- 720 l. Any adjustments made to the annual budget and approved by the
 721 Governing Authority must be submitted to the Sponsor within five (5) days
 722 of approval;
- 723 m. Annual audit – upon release by the Auditor of State **including pre-audit**
 724 **and post-audit conferences with the Auditor of State or his designee,**
 725 and the School must provide the Sponsor with an invitation to participate
 726 in advance of all meetings (pre-audit and post-audit);
- 727 n. End of year cash balance – within 30 days of the end of the fiscal year;
- 728 o. School calendar – **July 1** of each fiscal year;
- 729 p. Health and safety information including report of previous year’s fire drills
 730 and documentation that the required safety or emergency plans have
 731 been submitted to all required agencies, emergency contact information,
 732 etc. – as required by the Sponsor Opening Conditions; and,
- 733 q. Emergency Management Plans. The School shall comply with the
 734 requirements outlined in ORC 5502.262 and corresponding administrative
 735 rules including the incorporation of a threat assessment plan into the
 736 emergency management plan. Annually, by July 1 of each year, the
 737 School shall review the emergency management plan and provide all
 738 required certifications. The School shall submit the information to the Ohio
 739 Department of Public Safety as required by law. The School will be
 740 responsible for communicating the information required by ORC 5502.262
 741 to local responders.
- 742 In addition, the School must register with the SaferOhio tip line, or an
 743 alternative 24/7 anonymous tip reporting line that meets the standards of
 744 ORC 3313.669, and report annually on the number of reports
 745 made/received, and will comply with the requirements of ORC 3313.669 to
 746 develop a threat assessment team and ensure that all training
 747 requirements for the team members have been met; and
- 748 Evidence of submission of required documentation must be made
 749 available to the Sponsor for compliance purposes.
- 750 r. Governance Information:
 751 • Governing Authority membership including member names, contact
 752 information, used for official School business, the term beginning

- 753 and end date, and any office the member holds on the Governing
754 Authority – upon execution of this Agreement and upon any changes
755 in Governing Authority membership;
- 756 • Governing Authority member conflict of interest disclosures – upon
757 execution of this Agreement and upon any changes in Governing
758 Authority members;
 - 759 • Governing Authority member background checks must be
760 completed prior to serving as a member of the Governing Authority
761 and placed on file at the School. Each Governing Authority member
762 must consent to Sponsor’s review and inspection of all background
763 checks;
 - 764 • Evidence of Governing Authority annual training, by a Sponsor
765 approved provider, at the Governing Authority’s expense, on all
766 topics required by law and the Sponsor, including, but not limited to:
767 community school laws, ethics, and the Ohio Sunshine Laws, which
768 includes public records and open meetings;
 - 769 • Evidence verifying that a finding for recovery has not been issued by
770 the Auditor of State against any member of the Governing Authority,
771 the operator, or any employee of each community school with
772 responsibility for fiscal operations or authorization to expend money
773 on behalf of the School as required by Sponsor Opening Conditions
774 and as updated as necessary throughout the year;
 - 775 • Current Code of Regulations – within ten (10) business days after
776 any material changes; and,
 - 777 • Current Articles of Incorporation and Statutory Agent Information –
778 within ten (10) business days after any material changes.
- 779
- 780 s. Insurance certification – as required by Sponsor Opening Conditions each
781 fiscal year;
 - 782 t. Updated asset reports showing all assets purchased with public funds and
783 all assets purchased by nonpublic funds, and the ownership of each;
 - 784 u. A detailed accounting of the nature and costs of goods and services that
785 the operator provided to the School pursuant to ORC 3314.024 regardless
786 of whether the operator received more than twenty percent (20%) of the
787 School’s gross annual revenues; and,
 - 788 v. The School’s comprehensive plan pursuant to ORC 3314.03(B) including
789 all policies and procedure regarding internal financial controls annually by
790 August 1 of each year throughout the term of this Agreement.
- 791 F. Indemnification. To the extent permitted by law and not otherwise barred by ORC
792 Chapter 2744, the School agrees to indemnify and hold the Sponsor and its
793 respective employees, directors, officers, agents and assigns them harmless
794 from all liability, claims and demands of third parties arising on account of
795 personal injury, sickness, disease, death, property loss, or damage or any other
796 losses of any kind whatsoever that are proximately caused by the negligent,
797 grossly negligent or intentional acts of the School or its respective employees,

798 directors, officers, agents and assigns. The foregoing provision shall not be
799 deemed a relinquishment or waiver of any applicable bar or limitation on liability
800 provided by ORC Chapter 2744 or other law.

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2.3 Sponsor School Dispute Resolution Procedures

803 All disputes arising out of the implementation of this Agreement excluding the Sponsor's
804 intervention or determination to place the School on probation, suspension, termination
805 or any conditions leading to those decisions shall be subject to the dispute resolution
806 process set forth in this section, unless specifically otherwise provided.

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

811 B. Either Party shall notify the other Party that a dispute exists between them within
812 thirty (30) days from the date the dispute arises. Such notification shall be in
813 writing and shall identify the Section of this Agreement or the law that is in
814 dispute and the grounds for the position that such item is in dispute and the
815 specific corrective action it wishes the other party to take. The matter shall be
816 immediately submitted to the President of the Governing Authority and the
817 Director of the Office of Ohio School Sponsorship, or their respective designees,
818 for further consideration and discussions to attempt to resolve the dispute.

819 C. In the event that the matter is not resolved by the President of the Governing
820 Authority and the Director of the Office of Ohio School Sponsorship, then the
821 matter shall be submitted to the Columbus Bar Association for non-binding
822 mediation before at least one mediator mutually agreed upon by the parties, if
823 one mediator cannot be agreed upon then each party will select one mediator
824 and a request will be made for the Columbus Bar Association to appoint one
825 mediator. The notice for non-binding mediation shall be in writing to the other
826 party within thirty (30) days following the Governing Authority meeting. The thirty
827 (30) days shall be determined by the date of the last Governing Authority meeting
828 at which the matter is discussed. If non-binding mediation does not resolve the
829 dispute, then the Parties may pursue any available legal remedies.

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2.4 School Violations of Law or this Agreement

832 If the School is subject to nonrenewal or revocation for any reasons listed in the
833 Agreement, or any of the reasons for suspension pursuant to ORC 3314.072 or
834 probation pursuant to ORC 3314.073, or is in violation of state or federal law or
835 regulations, or otherwise materially breaches the Agreement, the Sponsor may, but is
836 not required to, impose other remedies prior to placing the school on probation or
837 suspending or terminating the School's operation in accordance with Section 11.3 of
838 this Agreement. Remedies include, but are not limited to, those listed below. These
839 remedies may be applied individually, in succession, or simultaneously. Prior to taking
840 any of the actions below, the Sponsor shall send notice as provided in subsection E
841 below.

842

- 843 A. Plan Submission. The Sponsor may require the submission of a plan to remedy
844 the deficiency. Upon the written request of the Sponsor, the School shall develop
845 a plan to remedy the failure or deficiency and submit it to the Sponsor for review
846 and comment. The plan may be revised at the discretion of the School prior to
847 the Sponsor's final review. The Sponsor may require the School to review and
848 revise the plan if it is reasonably determined that the plan is not effective in
849 remedying the deficiency. This remedy may be applied if the School fails to:
- 850 a. Make progress toward achieving its goals and objectives as described in
851 this Agreement after a reasonable period of time.
- 852 b. Achieve Sponsor requirements; or
- 853 c. Implement its educational program as described in this Agreement after a
854 reasonable period of time, or
- 855 d. Fails to complete two or more required reports by the established
856 deadlines.
- 857 B. Improved Submission. If the School's report card measures do not show
858 progress in meeting academic goals, the Sponsor shall require the School to
859 prepare and implement an academic improvement plan designed to improve
860 report card measures.
- 861 C. Weekly Monitoring. The Sponsor may require weekly meetings with the President
862 of the Governing Authority and/or the School's principal or superintendent to
863 monitor and to review the School's progress towards the goals of the
864 improvement plan submitted pursuant to Section 2.4(A.) above. The date, time,
865 and location of all meetings shall be mutually determined by the Parties. The
866 meetings may be in-person or held via tele-conference, or video-conference, as
867 determined by the Parties.
- 868 D. Independent Monitor. If, in the Sponsor's sole discretion, the Sponsor determines
869 that the School's violations of law or this Agreement require outside monitoring
870 and/or assistance, the Sponsor may require the School to hire an independent
871 monitor at the School's expense. The expenses and qualifications must be
872 reasonable and fit within the School's budget to oversee the implementation of
873 the improvement plan submitted pursuant to Section 2.4(A.) above, after giving
874 the School an opportunity to cure any perceived deficiencies.
- 875 E. Procedural Guidelines for School Violations of Law or this Agreement. Prior to
876 imposing a remedy outlined above, the Sponsor shall, to the extent practicable,
877 engage in a due process procedure below:
- 878 a. The Sponsor shall give the School written notice of a deficiency. The
879 notice shall state the deficiency, the basis for the finding, the time by
880 which the Sponsor expects the deficiency to be remedied, and the
881 expected remedy.
- 882 b. The Sponsor shall give the School a reasonable opportunity to contest the
883 Sponsor's determination that a breach has occurred. In non-emergency
884 situations, this means the President of the Governing Authority or his

885 designee shall be given an opportunity to meet with the Director of the
886 Office of School Sponsorship or his designee to discuss the notice within
887 five (5) business days.

888 c. If the breach is not cured within the time specified in the notice, the
889 Sponsor may apply remedies as provided in section 2.4.

890 F. Sponsor Violations of School Law or this Agreement. If the School believes that
891 the Sponsor has violated any provision of this Agreement or applicable law, the
892 School may initiate dispute resolution procedures in accordance with Section 2.3.
893 Moreover, if after pursuing all remedies outlined in Section 2.3 and after
894 providing the Sponsor with a reasonable opportunity to cure, the School
895 Governing Authority may choose to terminate this Charter prior to its expiration,
896 but not before the end of the school year, for failure of the Sponsor to meet its
897 obligations to the School as outlined in this Agreement and in Chapter 3314 of
898 the Ohio Revised Code. Notice of intent to non-renew or terminate the
899 Agreement must be submitted to Sponsor by January 15th of the year the School
900 desires to terminate. The School understands that at the end of that school year,
901 it must immediately close or enter into an agreement with another sponsor upon
902 termination of this Agreement.

903 G. Request of New Sponsor. There is nothing in this Agreement that prohibits the
904 School from submitting a request to enter into a new contract with a new sponsor
905 prior to the expiration of this Agreement pursuant to the provisions of ORC
906 3314.034; however, the Sponsor requires notice of School's intent to non-renew
907 its Agreement with the Sponsor no later than January 15th on the year of
908 expiration.

909 **Section 3**

910 **3.1 Governance**

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

922 **3.2 Transparency**

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

927 **conflict-of-interest policy** shall address public officers, ethics, conflict rules, corporate
928 conflict rules, and if an Internal Revenue Code (IRC) tax exempt entity conflict rules.

929 **3.3 Contracting with an Operator or Management Company**

930 Pursuant to relevant law, the School may contract with a third-party operator as defined
931 by ORC 3314.02(A)(8) for operational, administrative and instructional services. Such
932 contract must include a termination clause and a provision or separate assurance as to
933 cooperation with Sponsor evaluations. The operator contract or management
934 agreement, if any, is attached as **Attachment 7** and must meet the requirements of the
935 **Sponsor Operator Guidelines Appendix 3**. The Governing Authority shall retain
936 authority for all decisions mandated by law to be retained by the Governing Authority. In
937 addition, the Governing Authority must continue to contract with an independent fiscal
938 officer and the Sponsor will not approve any waivers or resolutions to allow the Operator
939 or Management Company to provide treasurer services for the School.

940 The School shall provide a copy of the agreement between the operator or
941 management company and the Governing Authority within **ten (10)** business days of
942 entering into, modifying or renewing any Sponsor approved operator agreement.

943 If the School is considering a change in operator, the Sponsor must be notified and a
944 request for contract modification must be submitted with the proposed agreement
945 identifying the roles, responsibilities, fees and any changes in the educational or
946 operational plan for the School. The request for contract modification shall be submitted
947 to the Sponsor in writing sixty (60) days prior to the School entering into a new
948 agreement for management with the proposed operator. Any change in operator shall
949 require a contract modification approval of the Sponsor, which shall not be
950 unreasonably withheld.

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

958 The School shall employ an attorney who shall be independent of the operator for
959 services related to the negotiation of the School's contract with the operator and other
960 matters should the School and operator become averse to each other in any particular
961 matter.

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

- 964 A. The criteria to be used for early termination of the operator;
- 965 B. The required notification procedure and timeline for early termination or non-
966 renewal of the operator contract; and,
- 967 C. A stipulation of which entity owns all School facilities and property including, but
968 not limited to, equipment, furniture, fixtures, instructional materials and supplies,

969 computers, printers, and other digital devices purchased by the Governing
970 Authority or operator. Any stipulations regarding the property must comply with
971 the requirements of ORC 3314.0210.

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

975 The School shall complete an evaluation of the operator or management company
976 annually in compliance with the standards set forth and developed by the Governing
977 Authority of the School.

978 **3.4 Volunteer Requirements**

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

987 **3.5 Fiscal Year**

988 The fiscal year for the School shall commence July 1 and end June 30 of each year.

989 **Section 4**

990 **4.1 Operational Powers**

991 The School shall be fiscally responsible for its own operations, and shall have authority
992 independently to exercise the following powers: contracting for goods and services;
993 selecting and controlling curricula and educational programming; preparation of
994 budgets; selection, supervision, evaluation, and determination of compensation for
995 personnel; promotion and termination of personnel; leasing facilities for the School;
996 accepting and expending gifts, donations, or grants of any kind in accordance with such
997 conditions prescribed by the donor as are consistent with law and this Agreement; and
998 adoption of policies and Code of Regulations consistent with the terms of this
999 Agreement. The powers described in this paragraph may not be delegated, except to
1000 the extent that the School contracts with an operator, in which case the operator shall
1001 be responsible to the School.

1002 Unless operations are suspended in accordance with ORC 3314.072 or this Agreement
1003 is terminated prior to the end of a school year, the School must remain open for
1004 students to attend until the end of the school year in which it is determined that the
1005 School must close. The programs provided to students in the final year of the School
1006 must continue without interruption or reduction unless program changes are approved in
1007 writing by the Sponsor. The Sponsor may, but is not obligated to, assume operations of
1008 the School as provided for in ORC 3314.073(B).

1009 **4.2 Evaluations and Trainings**

- 1010 A. Superintendent/Principal Evaluations. The Governing Authority shall conduct an
1011 annual performance evaluation of the superintendent/principal/school leader of
1012 the School. The evaluation shall be reported to the Sponsor. The Sponsor shall
1013 review the evaluation and may use information contained in the evaluation as
1014 part of the School's annual performance evaluation. Notwithstanding the
1015 foregoing, the School shall not be required to utilize the Ohio Principal Evaluation
1016 System for evaluating the performance of an administrator, unless the School
1017 was a recipient of moneys from a grant awarded under the federal Race to the
1018 Top program.
- 1019 B. Employee Evaluations: The superintendent/principal/school leader or his/her
1020 designee shall conduct performance evaluations of the School's certified
1021 teachers at least annually. Unless the School was a recipient of moneys from a
1022 grant awarded under the federal Race to the Top program, the School may, but
1023 is not required, to use the teacher and/or principal evaluation systems under
1024 Chapter 3319 of the Ohio Revised Code. In addition, the School is exempt from
1025 the requirements for teacher employment and contract requirements under
1026 Chapter 3319 and 3311 of the Ohio Revised Code, including requirements and
1027 procedures for non-renewal and termination of teacher contracts.
- 1028 C. Annual Evaluations. The Sponsor shall conduct an annual performance
1029 evaluation of the School. This annual evaluation includes monitoring and
1030 evaluating the academic and fiscal performance and the organization and
1031 operation of the School. The Sponsor will review the past year's academic report
1032 card measures and the most recent report card data for the School. The Sponsor
1033 shall also conduct a performance evaluation to determine compliance with the
1034 Performance Framework attached as **Appendix 2**. In addition, prior to any
1035 renewal of this Agreement but not less than every five (5) years, the Sponsor
1036 shall conduct a high-stakes review. This high-stakes review shall include a
1037 rigorous evaluation of the School's performance including a review of the mission
1038 and vision statements, academic, financial, operational and governance
1039 performance, over the term of this Agreement. The Sponsor's Performance
1040 Framework may be modified from time-to-time upon the mutual agreement of the
1041 Parties.
- 1042 D. Compliance. The Governing Authority and administration shall cooperate fully
1043 with the Sponsor in all activities as required by regulations of the Department for
1044 oversight of the School. This includes, but is not limited to:
- 1045 a. Annual file reviews per checklists provided by the Sponsor;
- 1046 b. Annual on-site visits conducted by the Sponsor;
- 1047 c. School Improvement Plan implementation and reviews including the
1048 implementation of the Ohio Improvement Process and any Improvement
1049 Plans required by the Department;
- 1050 d. Monthly reviews of financials, enrollment records, and attendance
1051 monitoring;

- 1052 e. Access to read-only academic and financial data and data systems;
- 1053 f. Other appropriate requests for information, desk audits, or on-site visits
- 1054 from the Sponsor, the Ohio Department of Education or the Auditor of
- 1055 State.

1056

1057 **4.3 Transportation**

1058 The Sponsor and the School acknowledge and agree that the School is not required to

1059 provide transportation to students attending the School, unless the student has an

1060 individual education program that requires transportation as a related service. If the

1061 School chooses to provide transportation, the School shall be solely responsible for

1062 providing transportation services, if any, to eligible students attending the School. In

1063 providing all or partial transportation, the School shall comply and ensure that its

1064 teachers and staff comply with all Ohio laws, including ORC 3314.091, and all Federal

1065 regulations related to student transportation.

1066 **4.4 Food Services**

1067 The School shall provide free- and reduced-price meals to needy students in a manner

1068 determined by the Department and in accordance with Governing Authority policy and

1069 applicable federal and state laws. Additional documentation as determined by the

1070 Department beyond free- and reduced-lunch status may be required for funding or

1071 accountability purposes.

1072 **4.5 Insurance**

1073 The School shall purchase insurance protecting the School and Governing Authority,

1074 employees, and volunteers (if allowable by policy), and listing the Sponsor as an

1075 additional insured where appropriate, consisting of comprehensive general liability

1076 insurance, errors and omissions liability insurance (school entity liability insurance) and

1077 auto liability insurance. **The Sponsor shall be identified as an additional insured on**

1078 **the policy and listed as a certificate holder.** The School shall also purchase statutory

1079 workers' compensation insurance coverage. Minimum coverages for the current school

1080 year are listed below.

1081 A. Comprehensive general liability. \$1,000,000 per occurrence, \$2,000,000 (in the

1082 aggregated with an excess of umbrella policy extending coverage as broad as

1083 primary coverage in an amount no less than \$5,000,000).

1084 B. Officers, directors and Employee's errors and omissions. \$1,000,000.

1085 C. Property insurance. As required by landlord, or if building is owned, then

1086 sufficient insurance as determined by mortgage company or the replacement

1087 value of the property.

1088 D. Motor vehicle liability. If appropriate, \$1,000,000; and

1089 E. Workers' compensation. As required by state law

1090 All insurance certificates are attached as **Attachment 8**.

1091 The Sponsor shall provide at least sixty (60) days' prior written notice if these coverage
1092 limits are changed, and all changes shall be commercially reasonable. Insurance terms
1093 and conditions must be reasonably acceptable to the Sponsor and underwritten by
1094 insurers that are legally authorized in the State of Ohio and that are rated by A.M. Best
1095 Company not lower than "A-VII". The School shall provide current certificates of
1096 insurance to the Sponsor by July 1 annually. All the School's insurance policies
1097 purchased by the School shall state that coverage shall not be suspended, voided,
1098 cancelled, reduced in coverage or in limits, except after thirty (30) days prior written
1099 notice by certified mail, return receipt requested, sent to the School and the Sponsor.
1100 The School shall notify the Sponsor within ten (10) days if for any reason there is a
1101 lapse in insurance coverage. The school is solely responsible for any deductibles
1102 payable under the policies purchased by the School.

1103 **4.6 Monies to be Set Aside in the Event the School Closes**

1104 The School shall always maintain at least one month of operating expenses in its bank
1105 account or establish an escrow account with at least \$5,000 solely established for the
1106 purposes of paying the cost of a fiscal officer through the closure and costs associated
1107 with the closure including securing and maintaining any school buildings, transferring
1108 records, and any other costs associated with the orderly closing of the School.

1109 **4.7 Technology**

1110 If the School applies for E-Rate funding or if it is otherwise required by law, the School
1111 must have a state-approved technology plan and complete any necessary filing
1112 procedures on or before the applicable deadlines. All technology plans must be updated
1113 as mandatory and submitted as required by law, rule or regulation.

1114 **Section 5**

1115 **5.1 School Grade Levels**

1116 The School is authorized to serve students in grade 7 through grade 12. The School
1117 shall not enroll students in grades other than those specified in this Agreement. If the
1118 School seeks to change the authorized grade levels, the School shall provide a
1119 Governing Authority approved Community School Contract modification request
1120 including evidence to support increasing or decreasing the grade levels to the Sponsor
1121 not less than sixty (60) days prior to the first day of school. Any change in school grade
1122 levels shall require a contract modification approval of the Sponsor, which shall not be
1123 unreasonably withheld.

1124 **5.2 Student Demographics**

1125 As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made
1126 by the School in a nondiscriminatory manner and in accordance with the enrollment
1127 preferences, selection method, timeline, compliance with ORC 3314.03(A)(7) and
1128 procedures described in **Attachment 9**.

1129 **5.3 Maximum and Minimum Enrollment**

1130 The School and the Sponsor agree that during the term of this Agreement, the School's
1131 total enrollment shall not exceed the occupancy permit of the School's facility and site.

1132 The minimum enrollment is determined to be the lowest full-time equivalency enrollment
1133 necessary for financial viability, as reasonably determined by both Parties. However, the
1134 School must enroll a minimum of forty (40) students and comply with the admission
1135 requirements set forth in ORC 3314.06 and 3314.061.

1136

1137 **5.4 Eligibility for Enrollment**

1138 The School shall limit enrollment of students accepted through the process outlined in
1139 section 5.5 Admissions Procedures, including enrollment procedures for students with
1140 disabilities, to those who meet the School's age and grade requirements, are not
1141 otherwise ineligible to enroll, or who meet the criteria in ORC 3314.06 or 3314.061. All
1142 enrollment decisions shall be made in accordance with applicable State and Federal law
1143 and policy. If the School utilizes a lottery, the School must ensure that it complies with
1144 ORC 3314.06(G) and the school admission and lottery policies.

1145 **5.5 Admissions Procedures**

1146 The admissions procedures shall at all times comply with ORC 3314.06 and, if
1147 applicable, ORC 3314.061, and all applicable provisions of ORC Chapter 3314 and are
1148 specified in **Attachment 9**.

1149 **5.6 Admission Process and Procedures for Enrollment of Students with** 1150 **Disabilities or a Section 504 Plan**

1151 To ensure that the needs of students with disabilities are met, the following procedures
1152 must be followed:

- 1153 A. Following the application deadline and upon completing a lottery, if appropriate,
1154 the School shall obtain the most recent Individualized Education Plan (IEP) or
1155 Section 504 Plan and Evaluation Team Report (ETR), if any;
- 1156 B. Admission of applicants with an IEP or Section 504 Plan shall be in compliance
1157 with the Individuals with Disabilities Education Act (IDEA), as well as Ohio's
1158 Operating Standards for the Education of Children with Disabilities and Sponsor
1159 requirements and procedures concerning the education of students with
1160 disabilities;
- 1161 C. When a student who has intensive service needs as identified by an IEP Team
1162 applies for admission into the School, the School Principal, or another designated
1163 administrator as provided under state and federal law, shall convene an IEP
1164 Team meeting; and,
- 1165 D. Upon admission of any disabled student, the School shall comply with federal
1166 and state laws regarding the education of such students.

1167 **5.7 Participation in Schools**

1168 No student may be jointly enrolled full-time in the School and another district or
1169 community school; however, students enrolled in the School may participate in career
1170 and technical education programs and College Credit Plus programs.

1171 **5.8 Expulsion, Suspension and Denial of Admission**

1172 The School shall immediately adopt a policy regarding suspension, expulsion, removal,
1173 and permanent exclusion of a student that specifies, among other things the types of
1174 misconduct for which a student may be suspended, expelled or removed and that due
1175 process related thereto and is included in **Attachment 10**. The School's policy and
1176 practices shall comply with the requirements of ORC 3313.66, 3131.661 and 3313.662.
1177 These policies and practice shall not infringe upon the rights of disabled students as
1178 provided by state and federal law and the School must have a separate policy for the
1179 discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

1180 **5.9 Continuing Enrollment**

1181 Pursuant to Ohio law, students who enroll in the School shall remain enrolled in the
1182 School through the highest grade served by the School, absent expulsion or graduation
1183 and unless the student is properly withdrawn from the school.

1184 **5.10 Attendance**

1185 The School shall immediately adopt a dismissal procedure and an attendance policy
1186 that includes a procedure for automatically withdrawing a student from the School if the
1187 student without legitimate excuse fails to participate in seventy-two (72) consecutive
1188 hours of the learning opportunities offered to the student. The School's attendance
1189 policy must be available for public inspection. The School's attendance policy and
1190 participation records shall be made available, upon request, to the Department, Auditor
1191 of State, and Sponsor to the extent permitted by 20 USC 1232 g, the Family
1192 Educational Rights and Privacy Act (FERPA), ORC 3319.321, and any applicable rule
1193 or regulation thereto.

1194 **Section 6**

1195 **6.1 Vision, Mission, and School Goals**

1196 The School shall follow the unique vision, mission, focus of the curriculum as set forth in
1197 **Attachment 6**, School Education Plan which has been approved by the Sponsor. The
1198 education plan shall address the School's mission, academic SMART goals, and
1199 instructional methods. The School shall be measured on their progress toward its goals
1200 as detailed in **Attachment 6**, using the attached Sponsor Performance Framework in
1201 **Appendix 2**. The School Education Plan must include a description of the learning
1202 opportunities offered to students (both classroom-based and non-classroom based).
1203 The School Education Plan shall not be modified or revised without prior written consent
1204 and approval of the Sponsor.

1205 **6.2 Sponsor Academics, Finance, Governance, and Operations Standards**

1206 The School shall endeavor to meet or exceed Sponsor standards established for the
1207 School in the areas of academics, finance, governance and operations. The School
1208 shall be provided an evaluation of the academic performance after the release of the
1209 local report card. The Sponsor Performance Framework is included in **Appendix 2**. The
1210 School acknowledges that these goals and indicators may change over time and that

1211 the Sponsor agrees to provide the School with prior notice and an opportunity for input
1212 into any proposed changes.

1213 **6.3 Academically Exceptional Students**

1214 The School shall identify academically low-achieving, at-risk students, and other
1215 "exceptional children" as defined by the Ohio Revised Code, Ohio Administrative Code,
1216 and any standards adopted by the State Board of Education, and shall provide its
1217 educational program to these students in a manner that appropriately serves their
1218 needs in accordance with applicable law, as set forth in this Agreement.

1219 **6.4 Program Specific Requirements - Computer Based/On-Line Programs, 1220 Blended or Dropout Prevention and Recovery Programs**

1221 Unless the School operates an on-line (e-school) as identified in paragraph 1.1(A), the
1222 School's educational program as currently operated and as reviewed by the Sponsor
1223 does not include an on-line program pursuant to ORC 3314.23 and the School is
1224 accordingly prohibited from offering such on-line programs unless necessary for
1225 distance learning during periods of school building closure. This paragraph does not
1226 apply to schools identified as on-line (e-schools) in paragraph 1.1(A).

1227 If the School operates a specialized program as identified in paragraph 1.1, the School
1228 shall comply with the Specialized Program Requirements set forth in **Appendix 4**.

1229 **6.5 Curriculum, Instructional Program and Pupil Performance Standards**

1230 The School shall have the authority and responsibility for designing and implementing
1231 its educational program, subject to the conditions of this Agreement. The educational
1232 program, pupil performance standards and curriculum designed and implemented by
1233 the School shall meet or exceed the Ohio Learning Standards, shall be designed to
1234 enable each pupil to achieve such standards, and shall be consistent with the School's
1235 vision and mission.

1236 The School shall timely administer the assessments which shall include statewide
1237 achievement and diagnostic tests, and at least one of the assessment tools identified in
1238 the educational program in **Attachment 6**, and any other assessments required by law
1239 or recommended by the Sponsor. The School must submit a calendar of assessments
1240 to the Sponsor prior to the start of each academic year.

1241 The Governing Authority shall notify the Sponsor in writing in advance of its intent to
1242 change assessment tools, and such changes shall be reflected in **Attachment 6**. The
1243 School shall satisfy the Sponsor performance standards outlined in **Appendix 2** and
1244 such other standards required by law or recommended by the Sponsor and agreed to
1245 by the School. The Governing Authority shall give the Sponsor advanced written notice
1246 of its desire to update the Education Plan as included in **Attachment 6** by submitting a
1247 request for contract modification identifying requested changes to the Education Plan,
1248 including but not limited to modifications made to the curriculum, assessment tools, or
1249 other material changes to the School's educational model as detailed in **Attachment 6**

1250 to this Agreement. Such changes will not be implemented without prior written approval
1251 by the Sponsor.

1252 The School may offer Credit Flexibility for students in grades seven (7) through twelve
1253 (12) if the instructional program specifies the credit flexibility plan for the School, the
1254 School has adopted a program and process that is approved by the Sponsor, and an
1255 individualized credit flexibility plan is written for each student that includes goals,
1256 assessment, defines how the student will demonstrate knowledge and skills needed,
1257 and specifies how credit will be earned. The plan must state that if a student is not
1258 successful in demonstrating knowledge and skills, the student will not earn credit
1259 through credit flexibility.

1260 **6.6 Graduation Requirements**

1261 If the school serves High School age students, the School shall develop and submit to
1262 the Sponsor for approval a policy setting forth its graduation requirements that align with
1263 state graduation guidelines no later than August 1 of each year. In addition, the School
1264 must offer students the opportunity to earn diploma seals on their Diplomas.

1265 **6.7 English Learners**

1266 The School shall provide resources and support to English language learners to enable
1267 them to acquire sufficient English language proficiency to participate in the mainstream
1268 English language instructional program. The School shall follow the State's procedures
1269 for identifying, assessing and educating English language learners.

1270 **6.8 Education of Students with Disabilities**

1271 A. The School shall be responsible to provide all special education support services
1272 to students enrolled in the School and may contract with entities to provide
1273 special education teacher(s) or related services subject to confirmation of
1274 appropriate licensing. The School shall assign other special education support
1275 staff as necessary to meet student needs.

1276 B. The School agrees to comply with all its policies and regulations and the
1277 requirements of federal and state laws and regulations concerning the education
1278 of children with disabilities and shall provide for the attendance of any School
1279 employees who should be present at any meetings at which IEPs, ETRs or 504
1280 Plans are developed or modified, unless such attendance is otherwise excused
1281 by parents as permitted by law.

1282 C. The School shall direct the development and/or modification of any IEPs, ETRs
1283 or 504 Plans for special education students enrolled in the School.

1284 D. The Sponsor or the School may identify from time-to-time changes to the
1285 educational program of the School that

1286 a. Are reasonably necessary to comply with applicable law for educating
1287 students with disabilities, or

- 1288 b. Provide cost savings or other benefits in connection with educating
1289 students with disabilities.
- 1290 After good faith discussion of these changes with the School, the Sponsor shall
1291 have the right to require such changes if necessary to comply with law and shall
1292 have the right to request, other reasonable changes on behalf of students with
1293 disabilities that coincide with applicable state and federal law.
- 1294 E. The School shall comply with Maintenance of Effort (MOE) requirements
1295 pursuant to Individuals with Disabilities Education Improvement Act (IDEA) of
1296 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34 C.F.R. section 300.203.
- 1297 F. Special education supports and services shall be available to each student as
1298 part of the regular school day in accordance with the least restrictive environment
1299 mandate of federal and state law.

1300 **6.10 Assuring Adequate Yearly Progress**

1301 The School shall develop a plan of intervention for all students not found proficient or
1302 not making adequate yearly progress and submit it to the Sponsor for approval.

1303 **Section 7**

1304 **7.1 Funding**

1305 The School must comply with ORC 3314.08 and properly report students into the
1306 Department's EMIS system pursuant to ORC 3301.0714 and corresponding regulations
1307 and guidance from the Department. The School agrees to update and correct all student
1308 participation information in EMIS including, without limitation, the percentage of time
1309 factor, the school calendar, the start and end date for student enrollment, student
1310 residency information, and any special education information. Should the School
1311 receive a notice of overpayment directly or indirectly from the Department, the School
1312 shall notify the Sponsor within two (2) business days of such notice with a plan for
1313 repayment of any overpayment.

1314 **7.2 Financial Reporting**

1315 The School shall comply with all standards for financial reporting pursuant to ORC
1316 3301.07(B)(2).

1317 A. The School shall provide a financial plan detailing an estimated School budget
1318 for each fiscal year of this Agreement and specifies the total estimated per pupil
1319 expenditure amount for each year as **Attachment 11**. Each year of this
1320 Agreement, on or before June 30, a revised School financial plan shall be
1321 submitted by the Governing Authority to the Sponsor. The plan must detail
1322 estimated revenues and expenses for each fiscal year of the Agreement and
1323 must show a positive cash flow in the first three (3) years. Revenues shall include
1324 the base formula amount that will be used for purposes of funding calculations
1325 under ORC 3314.08. The base formula amount for each year shall not exceed

1326 the formula amount defined under ORC 3317.02. All projected and actual
1327 revenue sources must be included in the plan and projected expenses must
1328 include the total estimated per-pupil expenditure amount for each year. The plan
1329 shall also specify for each year a percentage figure to be used for reducing the
1330 per-pupil amount of the subsidy calculated pursuant to ORC 3317.029 that the
1331 School is to receive that year under ORC 3314.08. The Financial Plan must
1332 describe the School's financial controls.

1333 7.3 Fiscal Officer

1334 A. Fiscal Officer. The Governing Authority shall designate a fiscal officer that is
1335 responsible for fiscal operations of the School. **All money received by the**
1336 **School shall be placed in the custody of the fiscal officer.** The designated
1337 fiscal officer shall be appropriately licensed and required to execute a bond in an
1338 amount and with surety as approved by the Governing Authority. The bond shall
1339 be payable to the State, conditioned for the faithful performance of all official
1340 duties required of the fiscal officer. The bond shall be deposited with the
1341 Governing Authority and a copy filed with the county auditor. The designated
1342 fiscal officer shall maintain the School's financial records in the same manner
1343 and method as is commonly used by traditional school districts, pursuant to rules
1344 of the Auditor of the State. The Governing Authority recognizes it is subject to
1345 audits pursuant to ORC 117.10. The Governing Authority shall use its best efforts
1346 to require the Licensed fiscal officer to include GAAP conversion or to contract
1347 out for GAAP conversion for the School. The Governing Authority shall ensure
1348 that it, and its designated fiscal officer are fully compliant with the Auditor's office,
1349 including the provision of records and the completion of audit requirements. The
1350 Governing Authority shall ensure that the designated fiscal officer provides fiscal
1351 information and reports as required by law, this Agreement, and/or as designated
1352 from time-to-time by the Sponsor according to the time deadlines as set by the
1353 Sponsor necessary for the Sponsor to perform its oversight and monitoring
1354 responsibilities. The fiscal officer shall be independent from the operator with
1355 which the School has contracted and must control all School funds. A copy of the
1356 bond in the minimum amount of \$25,000 is attached with a copy of the fiscal
1357 officer contract as **Attachment 12**. If the fiscal officer changes, the Governing
1358 Authority must notify the Sponsor in writing within ten (10) business days.

1359
1360 The fiscal officer shall participate in all pre-audit and post-audit conferences with
1361 the Auditor of State and shall notify the Sponsor in advance of all conferences so
1362 that the Sponsor may participate in the conferences.

1363
1364 The fiscal officer shall work with the School's finance committee which shall be a
1365 committee of the Governing Authority. The finance committee shall review all
1366 contracts, budgets, forecasts, disbursements, and monthly financial documents
1367 to ensure that the school remains fiscally viable and that it follows the annual
1368 budget and forecasts.

1369
1370 If the School should be declared unauditible under ORC 3314.51, the Governing
1371 Authority shall suspend and replace the fiscal officer and require his/her

1372 dedication to assist any replacement fiscal officer(s). The School agrees that the
1373 fiscal services agreement will state that the fiscal officer is primarily responsible
1374 for all closing assurances if the School closes. At the request of the Sponsor, the
1375 Governing Authority may be asked to remain in place until a final audit is
1376 completed if the School should close and must authorize that the fiscal officer
1377 and/or fiscal officer's agreement remain fully authorized to proceed to close the
1378 School. If the School closes or is permanently closed, the fiscal officer shall
1379 deliver all financial and enrollment records to the Sponsor within thirty (30) days
1380 of the Schools Closure.

1381
1382 The School shall work with their fiscal officer to meet all requirements for the
1383 School's opening, fiscal operations and closing if required. If the fiscal officer fails
1384 to provide the records in a timely manner, or fails to faithfully perform any of the
1385 fiscal officer's other duties, the Sponsor has the right to take action against the
1386 fiscal officer to compel delivery of all financial and enrollment records of the
1387 School and shall, if necessary, seek recovery of funds owed as a result of any
1388 findings for recovery by the Auditor of State against the fiscal officer.

1389
1390 B. Fiscal Services Agreement. The Governing Authority must contract for fiscal
1391 services. The fiscal officer under such an agreement shall be employed by or
1392 engaged under a contract with the Governing Authority of the School, as required
1393 by ORC 3314.011(A). The agreement must require the fiscal officer to assist in
1394 all audits and provide closure and final, or special, audit services; and state that
1395 the fiscal officer is primarily responsible for all financial related portions of the
1396 closing procedures if the School closes. The agreement must authorize that the
1397 fiscal officer and/or the fiscal officer agreement remains authorized to complete
1398 the closure process of the School. The fiscal officer's agreement is attached with
1399 the fiscal officer bond as **Attachment 12**.

1400
1401 C. ORC 3314.029(C) – Bond. The Sponsor may with thirty (30) days written notice
1402 to the Governing Authority, require the School to post and file a bond with the
1403 Superintendent of Public Instruction payable to the state which shall be used to
1404 pay the state any moneys owed by the School in the event the School closes as
1405 set forth in ORC 3314.029(C). The Governing Authority's failure to provide this
1406 bond upon receipt of proper notice and within a reasonable time to cure; is
1407 grounds for immediate termination of the Agreement.

1408
1409 D. ORC 3314.50 - Bond. If the School was opened after February 1, 2016 and is
1410 required to post bond or written guarantee pursuant to ORC 3314.50, the School
1411 shall maintain the Bond or written guarantee with the Auditor of State. The
1412 School acknowledges that the Sponsor as a state agency cannot provide a
1413 written guarantee on behalf of the School.

1414 **7.4 Budget**

1415 On or before **October 15** of each year, the School shall submit to the Sponsor its
1416 proposed balanced budget for the following school year for Sponsor review for statutory
1417 compliance and compliance with the terms and conditions of this Agreement. The

1418 School's budget shall ensure that the School carries at least one-month's cash reserves
1419 to continue operation of the School. The budget shall be prepared in accordance with
1420 ORC 3314.032 and the Department Guidance. If the School has entered into a contract
1421 with an operator, the budget must include a detail of all expenditures including a detail
1422 of payments to the Operator in the same format as required by the Auditor of State. The
1423 budget as approved by the Governing Authority and any subsequent approved revisions
1424 shall be submitted to the Sponsor along with the Governing Authority resolution
1425 approving the budget or budget revision. A material violation of this Section may result
1426 in the Sponsor initiating remedies described in Section 2.4.

1427 **7.5 Enrollment Projections**

1428 The School shall provide the Sponsor with its latest and best estimates of its anticipated
1429 enrollment for the next school year with the submission of the May 5-year forecast
1430 submission. The estimate is subject to review and approval by the Sponsor and must
1431 be a reasonable estimate. The Parties agree that the purpose of this Section is to
1432 provide information to allow the Sponsor to prepare its future budgets, advise the
1433 School of its financial status, and that any information provided under this Section shall
1434 not be used by the Sponsor for the purpose of funding or for restricting the School's
1435 enrollment or otherwise inhibiting the growth of the School.

1436 **7.6 Contracting**

1437 The School is authorized to enter into contracts for services pursuant to Ohio law. A
1438 copy of all executed contracts entered into between the School's Governing Authority
1439 and any third party shall be submitted to Sponsor within 15 days of execution of the
1440 contract.

1441 The School shall not extend the faith and credit of the Sponsor to any third person or
1442 entity. The School acknowledges and agrees that it has no authority to enter into a
1443 contract that would bind the Sponsor. To the extent agreeable by the contracting party,
1444 each contract or legal relationship entered into by the School shall include the following
1445 provisions:

1446 A. The contract acknowledges that the School is not an agent of the Sponsor, and
1447 accordingly contractor expressly releases the Sponsor from any and all liability
1448 under this agreement.

1449 B. Any financial obligations of the School arising out of this Agreement are subject
1450 to annual appropriation by the Governing Authority.

1451 **7.7 Annual Audit**

1452 The School shall undergo an annual financial audit by the Auditor of State pursuant to
1453 ORC 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of
1454 State or his/her designee of an audit, the School shall notify the Sponsor in writing of
1455 the time, date, and location of any scheduled meeting with the Auditor. The Sponsor
1456 shall maintain a presence at any and all meetings with the Auditor. All financial records
1457 must be kept in the same manner as financial records of school districts, pursuant to

1458 rules of the Auditor of State. Audits shall be conducted in accordance with ORC 117.10.
1459 The School shall notify the Sponsor of all meetings with the Auditor of State or their
1460 designee. A draft of the results of the audit shall be provided to the Sponsor in written
1461 form each year. **The School shall not waive any entrance or exit conferences or**
1462 **interviews with the Auditor of State or their designee, and the fiscal officer must**
1463 **attend these meetings along with a designee of the School and the Sponsor.** If the
1464 School receives comments or findings in its annual audit, the School shall have a post-
1465 audit conference and at least the President of the Governing Authority shall attend the
1466 post-audit conference in addition to the Sponsor.

1467 **7.8 Loans**

1468 **The School shall not obtain any loans without Sponsor approval and Governing**
1469 **Authority approval of the application during an open meeting. The Governing**
1470 **Authority may not permit an application for a loan to be submitted without prior**
1471 **approval by the Sponsor and Governing Authority approval and vote during a**
1472 **public meeting.**

1473 **The School shall not obtain loans or funding that encumbers state foundation**
1474 **payments or federal grants. No loans may be made by the School to any person**
1475 **or entity other than reasonable employee advances or to other related or**
1476 **controlled entity, without Sponsor approval, which approval shall not be**
1477 **unreasonably withheld, conditioned or delayed.**

1478 **Should the School seek a loan from the School's operator or management**
1479 **company, the School must obtain approval from the Sponsor and provide**
1480 **evidence that said loan is in the best interest of the School. The fiscal officer**
1481 **must oversee the repayment of the loans and obtain a written loan agreement**
1482 **with interest at the fair market rate and include a date by which the loan is due**
1483 **and payable.**

1484 **Section 8**

1485 **8.1 Employment of Teachers**

1486 At least one (1) full-time or two (2) part-time classroom teachers each working more
1487 than twelve (12) hours per week must be employed to work in the School. The full-time
1488 classroom teachers and part-time classroom teachers working more than twelve (12)
1489 hours per week shall be certified in accordance with ORC 3319.22 to 3319.31. Non-
1490 certificated persons may teach up to twelve (12) hours per week in the School pursuant
1491 to ORC 3319.301. If the school operates a dropout prevention and recovery program a
1492 non-certificated person may teach in an industry recognized credential program up to
1493 forty (40) hours per week pursuant to ORC 3319.301. The student to full-time equivalent
1494 classroom teacher ratio shall be no more than 30:1. If the School uses federal funds for
1495 the purpose of class size reduction by using title I or Title II-A funds, the schoolwide
1496 students to full-time equivalent classroom teacher ratio shall be no more than 25:1
1497 based upon the State Operating Standard OAC 3301-35-05(A)(3). The School may
1498 employ non-teaching employees. Prior to the opening day of the School each year, the
1499 School will provide the Sponsor with proof of Ohio licensure/certification in the grade

1500 level and content area for a sufficient number of teachers to support the state
1501 teacher/student ratio and all courses and/or grade levels taught at the School. Although
1502 the Governing Authority may employ teachers and non-teaching employees necessary
1503 to carry out its mission and fulfill this Agreement, no contract of employment shall
1504 extend beyond the expiration of this Agreement. The School shall provide the Sponsor
1505 with the roster and meeting dates for the Local Professional Development Committee
1506 (LPDC) and the laws and rules governing LPDC must be implemented by the School.

1507 **8.2 Employee Status**

1508 All employees hired by the School or the operator shall be employees of the School or
1509 operator, respectively, and shall not be employees of the Sponsor. All employee
1510 discipline decisions shall be made by the employee's employer. The Sponsor shall have
1511 no obligation to employ School employees who are released or leave the School. Other
1512 terms of the employment relationship are described in the Employee Handbook
1513 submitted as part of the School's community school application. The Handbook may be
1514 amended or revised at the discretion of the School. The School shall develop
1515 requirements and procedures for the disposition of employees in the event the School's
1516 Agreement is terminated or not renewed pursuant to ORC 3314.07.

1517 **8.3 Criminal Records Check/Background/Fingerprinting**

1518 The School shall establish and implement procedures for conducting background
1519 checks (including a check for criminal records) for all employees to the extent required
1520 by state and federal applicable laws, rules and regulations, including but not limited to
1521 ORC 3314.41, 3319.31, 3319.39 and 3319.391. This includes ensuring that all
1522 independent contractors and companies that place employees in the school complete
1523 the requisite background checks. The School agrees that the Sponsor shall have
1524 access to these records upon request.

1525 **8.4 Employee Benefits**

1526 The School must provide health and other benefits to all full-time employees, as set out
1527 in **Attachment 13**. **Attachment 13** may be amended by the School from time-to-time;
1528 however, all such amendments shall be provided to the Sponsor in writing within three
1529 (3) business days of amendment or change. In the event certain employees have
1530 bargained collectively pursuant to ORC Chapter 4117, the collective bargaining
1531 agreement supersedes **Attachment 13** to the extent that the collective bargaining
1532 agreement provides for health and other benefits. The collective bargaining agreement
1533 shall not, under any circumstances, be a part of this Agreement.

1534 If the School is the recipient of moneys from a grant awarded under the Federal Race to
1535 the Top program, Division (A), Title XIV, Section 14005 and 14006 of the "American
1536 Recovery and Reinvestment Act of 2009", Pub. L. No 111-5, 123 Stat. 115, the School
1537 will pay teachers based upon performance in accordance with ORC 3317.141 and will
1538 comply with ORC 3319.111 of the Revised Code as if it were a school district.

1539 **8.5 Required Training for Teachers**

1540 Each person employed by the School as a nurse, teacher, counselor, school
1541 psychologist or administrator shall complete at least four (4) hours of in-service training
1542 in the prevention of child abuse, violence and substance abuse and the promotion of
1543 positive youth development within two (2) years of commencing employment with the
1544 School, and every five (5) years thereafter. Prior to opening day, the School will provide
1545 the Sponsor with proof of Ohio licensure/certification in each teacher's represented field
1546 and credentials and proof of background checks completed for all certified staff
1547 including nurse, counselor, school psychologist or administrator. Each classroom
1548 teacher initially hired by the School on or after July 1, 2013 and employed to provide
1549 instruction in physical education will hold a valid license issued pursuant to R.C.
1550 3319.22 for teaching physical education. Beginning with the 2015-2016 school year, if
1551 the School is ranked in the lowest ten percent (10%) of all public-school buildings
1552 according to performance index score, the School Governing Authority shall require
1553 each classroom teacher currently teaching in a core subject area in the building to
1554 demonstrate expertise by examination.

1555 **Section 9**

1556 **9.1 Sponsor Fee**

1557 The Sponsor has considered and evaluated the oversight, technical assistance, and
1558 monitoring it will provide to the School, for and in consideration of providing these
1559 services to the School, the School shall pay the Sponsor a fee of three percent (3%) of
1560 the total amount of payments for operating expenses received each year by the School
1561 from the State of Ohio. The fees are calculated from the Department issued community
1562 school settlement report identifying the amount of state funds paid to the School for the
1563 invoice period, the applicable line being entitled "state payments before retirement
1564 funds" of the prior month's settlement report. Payments shall be made by the 30th day of
1565 each month, except for February which shall be on the 28th day. Failure to make
1566 required payments may result in the Sponsor placing the School on probation,
1567 suspension or termination pursuant to the terms of this Agreement.

1568 In the event that the Department subsequently determines that the School received an
1569 overpayment of state foundation funds, the sponsorship fee shall be adjusted
1570 accordingly, in which case the Sponsor shall promptly refund the School the amount of
1571 the sponsorship fee overpayment. Likewise, in the event that the Department
1572 subsequently determines that the School received an underpayment of state foundation
1573 funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing
1574 Authority shall promptly pay the Sponsor the amount of the sponsorship fee
1575 underpayment.

1576 **Section 10**

1577 **10.1 School Facility**

1578 The School is authorized to locate and operate at 716 Union St, Ashland, OH 44805. If
1579 the location is leased, the lease shall be signed unless it is in accordance with the
1580 budget approved by the Governing Authority and on file with the Sponsor. The Sponsor
1581 shall have the right to inspect and approve the site before the lease is signed. Approval

1582 of the site shall not be unreasonably withheld, conditioned, or delayed, however, the
1583 Governing Authority must timely comply with ORC 3314.19 annually as to all matters of
1584 assurances required by law, regardless of whether the facility is leased or purchased.
1585 The School shall include in the lease a contingency stating that the lease expires at the
1586 end or termination of the School's Community School Contract or some other
1587 contractual protection so that the School does not get burdened with the lease if it loses
1588 the Community School Contract or its funding from the State of Ohio. The lease cannot
1589 contain any balloon or payout provisions resulting from a breach or missed payment.
1590 Any facility used for the School shall meet all health and safety standards established
1591 by law for school buildings. Any lease agreement entered into by the Governing
1592 Authority to lease a facility for the School must contain a provision that it is an express
1593 condition of the lease that the facilities leased meet all health and safety standards
1594 established by law for school buildings.

1595 Prior to entering into any lease or purchase agreements, the Governing Authority shall
1596 obtain an opinion from an independent licensed professional in the real estate field that
1597 verifies the lease or purchase agreement is commercially reasonable at the time and
1598 provides the fair market value of the property. This opinion shall be attached as an
1599 addendum to the lease or purchase agreement.

1600 A description of the facility; a copy of the lease, deed, or other facility agreement; the
1601 annual costs associated with leasing the facility or annual mortgage principal and
1602 interest payments are attached as **Attachment 14**. Subsequent amendments,
1603 modifications or renewals thereof of the lease and all related documents shall be
1604 provided to the Sponsor to update this Agreement. **Attachment 14** will include the
1605 physical and/or mailing address utilized by the School. The School shall obtain all
1606 applicable use permits or certificates of occupancy necessary for the facilities owned or
1607 leased by it to be used and occupied as a school. The Sponsor shall have access at all
1608 reasonable times to any such facilities for purposes of inspecting the same and as
1609 provided in Section 2.1(A) above.

1610 The Governing Authority recognizes the rights of public health and safety officials to
1611 inspect the facilities of the School and to order the facilities closed if those facilities are
1612 not in compliance with health and safety laws and regulations.

1613 The Department as the community school oversight entity has the authority to suspend
1614 the operations of the School under ORC 3314.072 if the Department has evidence of
1615 conditions or violations of law at the School that poses an imminent danger to the health
1616 and safety of the School's students and employees and the Sponsor refuses to take
1617 such action.

1618 **Section 11**

1619 **11.1 Continuation of Sponsorship (Renewal) Timeline and Process**

1620 The School shall submit its application for continued sponsorship in compliance with the
1621 timeline and format published by the Sponsor on its website; and such application shall
1622 be made available at least sixty (60) days prior to the date on which the application is
1623 due. All applications are subject to the Sponsor completing a high stakes review

1624 pursuant to section 4.2(C) and review of the School's score over the term of the
1625 Community School Contract on the Sponsor's performance framework evaluation as
1626 described in section 4.2(C). The Sponsor shall provide a decision to the School on the
1627 application no later than January 15 of the year in which the Agreement expires, or by a
1628 mutually agreed upon date following an informal hearing where the School shall have
1629 the opportunity to address the Sponsor about its renewal request. If the Sponsor
1630 decides to deny an application or not to accept an application, it shall detail the reasons
1631 in its letter to the School.

1632 **11.2 Application Contents**

1633 In addition to contents required by law and the Department, the application may include
1634 comments and additional information provided by the School about its progress toward
1635 meeting the Sponsor's indicators and meet the statutorily required criteria as set forth in
1636 ORC 3314.029. The timeline and format of the application shall be provided to the
1637 School by the Sponsor and shall be posted on the Sponsor's website.

1638 **11.3 Criteria for Applications or Non-Renewal and Revocation**

1639 The Sponsor may terminate, revoke or deny renewal or an application for any of the
1640 grounds provided by state law, ORC 3314.07, as they exist now or may be amended;
1641 upon the failure of the School to meet renewal criteria, or material breach of this
1642 Agreement.

1643 All applications must be submitted within the timeframe stated in the application and
1644 must be complete. No incomplete applications will be accepted. All application
1645 materials will be provided to the School sixty (60) days before the due date.

1646 **11.4 Non-Renewal Appeal Procedures**

1647 The Sponsor shall provide the School written notice of the grounds for termination or
1648 non-renewal by January 15 of the year the Sponsor intends to take action pursuant to
1649 ORC 3314.07. Any appeal shall be in accordance with the requirements of ORC
1650 3314.07.

1651 If this Agreement is terminated or not renewed by the Sponsor pursuant to ORC
1652 3314.07(B)(1)(a) or (b), the School shall close permanently at the end of the current
1653 school year or on the date specified in the notification of termination or nonrenewal and
1654 shall not enter into a contract with any other sponsor, in which case the following
1655 procedures, in addition to the Department's closing procedures adopted in compliance
1656 with ORC 3314.015(E), shall apply:

- 1657 • Regarding employees, if there is a collective bargaining agreement that applies,
1658 the layoff or other provisions of the collective bargaining agreement shall be
1659 followed. In the absence of a collective bargaining agreement, the School may
1660 elect to treat employees as laid-off or their positions abolished. Expiring
1661 employee contracts may be non-renewed.
- 1662 • Upon termination of this Agreement, or upon dissolution of the Ohio non-profit
1663 corporation upon which the School was established, all equipment, supplies, real

1664 property, books, furniture or other assets of the School shall be distributed in
1665 accordance with ORC 3314.074 and the Governing Authority's Articles of
1666 Incorporation and Code of Regulations.

- 1667 • Upon request of the Sponsor, the Governing Authority, School, and/or their
1668 agents will immediately provide the Sponsor any and all documentation and
1669 records, including, but not limited to, financial records deemed necessary by the
1670 Sponsor to facilitate the School's closure. This transmittal of documentation and
1671 records to the Sponsor excludes all students' educational records, which should
1672 be forwarded to the individual student's school district of residence.
- 1673 • In accordance with ORC 3314.44, The School's superintendent, as chief
1674 administrative officer of the School, shall take all reasonable steps necessary to
1675 collect and assemble the students' educational records in an orderly manner and
1676 transmit the records to the student's school district of residence within seven (7)
1677 business days of the School's closing.
- 1678 • The School also hereby agrees that it will cooperate fully with the Sponsor to
1679 complete the appropriate procedures and paperwork as outlined by the Sponsor,
1680 the Department, or in statute, in the event the School is closed. Any refusal by
1681 the School to cooperate fully with the Sponsor will be considered a material
1682 breach of this Agreement and may serve as the basis for any other injunctive
1683 relief.

1684 **11.5 School-Initiated Closure or Termination**

1685 Should the School choose to terminate this Agreement, it may do so in consultation with
1686 the Sponsor at the close of any school year and upon written notice to the Sponsor.
1687 Notice of intent to non-renew or terminate the Agreement must be submitted to Sponsor
1688 by January 15th of the year the School desires to terminate. The School understands
1689 that at the end of that school year, it must immediately close or enter into an agreement
1690 with another sponsor upon termination of this Agreement. If closure is the direction, the
1691 School must meet all closure requirements as set forth in the closure procedures
1692 adopted by the Department pursuant to ORC 3314.015(E).

1693 **11.6 Dissolution**

1694 In the event the School should cease operations for whatever reason, including the non-
1695 renewal or revocation of this Agreement, the Sponsor shall supervise and have
1696 authority to conduct the winding up of the business and affairs for the School, provided,
1697 however, that in doing so, the Sponsor does not assume any liability incurred by the
1698 School beyond the funds allocated to it by the Sponsor under this Agreement. Should
1699 the School cease operations, the Sponsor maintains the right to continue the School's
1700 operations as a Sponsor facility until the end of the school year. The Sponsor's authority
1701 hereunder shall include, but not be limited to:

- 1702 A. The return and/or disposition of any assets acquired by purchase or donation by
1703 the School during the time of its existence, subject to the limitations of Section
1704 11.7 below; and,
- 1705 B. Provide student records to the traditional districts where the students reside or
1706 transfer of records to the schools where the student is now enrolled.

1707 School personnel and the Governing Authority shall cooperate fully with the winding up
1708 of the affairs of the School including convening meetings with parents at the Sponsor's
1709 request and counseling with students to facilitate appropriate reassignment. The School
1710 must meet all closure requirements as set forth in the closure procedures adopted by
1711 the Department pursuant to ORC 3314.015(E).

1712 **11.7 Distributing Assets of School**

1713 The School agrees to comply with ORC 3314.074, ORC Chapter 1702, and the
1714 School's Articles of Incorporation in distributing the assets of the permanently closed
1715 school.

1716 **Section 12**

1717 **12.1 Order of Precedence**

1718 In the event of any conflict among the organic documents and practices defining this
1719 relationship, this Agreement shall take precedence over policies of either party and the
1720 Application; applicable policies of the Sponsor that have not been waived shall take
1721 precedence over policies and practices of the School and the Application; and policies
1722 of the School and mutually-acceptable practices developed during the term of the
1723 Community School Contract shall take precedence over the Application.

1724 **12.2 Amendments**

1725 This agreement maybe amended or modified to reflect changes in Ohio Revised Code,
1726 Ohio Administrative Code or any federal regulations. Such amendments will be
1727 submitted to the School's Governing Authority by the Sponsor and shall specify the
1728 provisions being amended and the corresponding references in Ohio Revised Code,
1729 Ohio Administrative Code, or any federal regulations.

1730 At the School's request, the Sponsor may approve modifications of the School's
1731 academic goals and objectives based upon school academic progress. Such changes
1732 or amendments to the School's academic goals and objectives must be approved by the
1733 Sponsor and the School's Governing Authority.

1734 Other than amendments to address changes in Ohio Revised Code or Ohio
1735 Administrative Code, no amendment to the Agreement shall be valid unless ratified in
1736 writing by the Sponsor and the School Governing Authority and executed by authorized
1737 representatives of the Parties.

1738 **12.3 Merger**

1739 This Agreement contains all terms, conditions, and understandings of the Parties
1740 relating to its subject matter. All prior representations, understandings, and discussions
1741 are merged herein and superseded by this Agreement.

1742 **12.4 Non-Assignment**

1743 Neither Party to this Agreement shall assign or attempt to assign any rights, benefits, or
1744 obligations to any such accruing to the Party under this Agreement unless the other
1745 Party agrees in writing to any such assignment. Such consent shall not be unreasonably
1746 withheld, conditioned or delayed.

1747 **12.5 Governing Law and Enforceability**

1748 This Agreement shall be governed and construed according to the Constitution and
1749 Laws of the State of Ohio. If any provision of this Agreement or any application of this
1750 Agreement to the School is found contrary to law, such provision or application shall
1751 have effect only to the extent permitted by law. Either party may revoke this Agreement
1752 if a material provision is declared unlawful or unenforceable by any court of competent
1753 jurisdiction or the Parties do not successfully negotiate a replacement provision. The
1754 Parties agree, that upon any material changes in law that may materially impact the
1755 relationship of the Parties, the Parties shall as soon as reasonably practical after the
1756 effective date of such change in law, amend this Agreement to reflect such changes.

1757 **12.6 No Third-Party Beneficiary**

1758 The enforcement of the terms and conditions of this Agreement and all rights of action
1759 relating to such enforcement shall be strictly reserved to the Sponsor and the School
1760 subject to Section 2.3 of this Agreement. Nothing contained in this Agreement shall give
1761 or allow any claim or right of action whatsoever by any other third person. It is the
1762 express intent of the Parties to this Agreement that any person receiving services or
1763 benefits hereunder shall be deemed an incidental beneficiary only.

1764 **12.7 No Waiver**

1765 The Parties agree that no assent, express or implied, to any breach by either Party of
1766 any one or more of the provisions of this Agreement shall constitute a waiver or any
1767 other breach.

1768 **12.8 Notice**

1769 Any notice required, or permitted, under this Agreement, shall be in writing and shall be
1770 effective upon actual receipt or refusal when sent by personal delivery (subject to
1771 verification of service or acknowledgement of receipt) or one (1) day after deposit with a
1772 nationally recognized overnight courier, or three (3) days after mailing when sent by
1773 certified mail, postage prepaid to the Administrator for notice to the School, or to the
1774 designated Sponsor representative for notice to the Sponsor, at the addresses set forth
1775 below. Either party may change the address for notice by giving prior written notice to
1776 the other party.

1777

Sponsor: Director Office of Ohio School Sponsorship	School: Ashland County Community Academy
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Ohio Department of Education 25 South Front Street Columbus, Ohio 43215-4183	716 Union St. Ashland, OH 44805
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1778 **12.9 Severability**

1779 If any provision of this Agreement is determined to be unenforceable or invalid for any
1780 reason, the remainder of the Agreement shall remain in full force and effect, unless
1781 otherwise terminated by one or both Parties in accordance with the terms contained
1782 herein.

1783 **12.10 Interpretation**

1784 A. Standards of Compliance. In the event of any disagreement or conflict
1785 concerning the interpretation or enforcement of this Agreement, the Application,
1786 and Sponsor policies, procedures, regulations, or other requirements, unless
1787 waived, and compliance by the School therewith shall be required and measured
1788 in the same manner as may be applied and expected by the Sponsor of
1789 otherwise-comparable Sponsored schools.

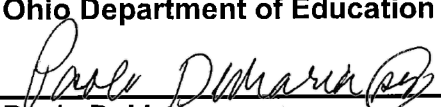
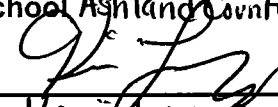
1790 B. Business Days. As used in this Agreement "business day" means any day other
1791 than a Saturday or Sunday or a day on which government institutions in the state
1792 of Ohio are closed.

1793 C. Counterparts; Signature by Facsimile or e-Signature. This Agreement may be
1794 signed in counterparts, which when taken together, shall constitute one original
1795 Agreement. Signatures received by facsimile or by electronic signature by either
1796 of the Parties shall have the same effect as original signatures.

1797 D. Conflict with Exhibits. In the event of conflicts or inconsistencies between this
1798 Agreement, the Attachments, or the Application, such conflicts or inconsistencies
1799 shall be resolved by reference to the documents in the following order of priority:
1800 first, the terms of this Agreement; second, the Attachments; and, last the
1801 Application.

1802 Executed by the following on the dates provided below.

1803

Ohio Department of Education  Paolo DeMaria Superintendent of Public Instruction	School Ashland County Community Academy  By: Kevin Lacey Its: Governing Authority President
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1804

1805

1806 **Appendices**

Appendix 1:	Sponsor Opening and Closing Assurances
Appendix 2:	Sponsor Performance Framework & Current Local Report Card
Appendix 3:	Sponsor Operator Guidelines
Appendix 4:	Specialized Education Model Requirements

1807

1808 **Attachments**

Attachment 1:	Articles of Incorporation and Appointment of Statutory Agent
Attachment 2:	Tax Exempt Status
Attachment 3:	Governing Authority Members names and contact listing. Description of How Governing Authority Members are Selected in the Future and How the Governing Authority Addresses Conflicts of Interest unless these processes are included in the Bylaws (Attachment 4)
Attachment 4:	Code of Regulations (Bylaws)
Attachment 5:	Organizational Chart & Job Descriptions
Attachment 6:	School Education Plan including Contract Goals
Attachment 7:	Operator Contract or Management Agreement
Attachment 8:	Insurance Certificates
Attachment 9:	Enrollment Preferences, Selection Method, Timeline, and Procedures
Attachment 10:	Expulsion, Suspension and Denial of Admissions Procedures
Attachment 11:	Financial Plan (Five Year, Year One Budget and Narrative)
Attachment 12:	Fiscal Officer Bond and Fiscal Officer Contract
Attachment 13:	Employee Benefits
Attachment 14:	School Facility Description and/or Lease

1809

1810

Appendix 1

Appendix 1
School Opening and Closure Assurances

As the School Governing Authority President/Chairperson of _____ I certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As the School Governing Authority President/Chairperson, if _____ should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints _____ (*school leader is customarily recommended as designee*), as Designee, to coordinate the opening and 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 and all records are documented and submitted as required.

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 responsibilities as assigned 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, 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 costs associated with closure.

Acknowledged and agreed to by the following parties:

Governing Authority

Date

Treasurer

Date

Designee

Date

Print Designee Name/Title

Appendix 2

Office of Ohio School Sponsorship Performance Framework

SCHOOL IRN & NAME:		#N/A				
		ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS				
MOST RECENT COMPLETED SCHOOL YEAR	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
ACADEMIC INDICATORS						
1.	Performance Index Grade	A, B or exceeds the overall statewide average	C or meets the overall statewide average	D and is below statewide average; or has shown a 10 point improvement over prior year	F and below the statewide average	
2.	Progress Grade	A or B	C	D	F	
3.	Mission Specific Sponsorship Contract S.M.A.R.T Goals	School shows evidence of exceeding mission specific contract SMART goals	School shows evidence of meeting mission specific contract SMART goals	School shows evidence of meeting some, but not all of its mission specific contract SMART goals	Evidence of meeting mission specific SMART goals is not provided or school is not meeting the goals	
4.	Performance Index vs. District of Residence	Exceeds performance index of district of residence of student's attending school	Meets performance index of district of residence of student's attending school	Falls below performance index of district of residence by 1-20 points	Falls below performance index of district of residence by more than 20 points	
5.	Performance Index vs. Statewide Similarly Situated Community Schools (Similar schools are based on the community school's characteristics: 1) Brick and mortar; 2) E-school; 3) Special Education; and 4) Dropout Prevention and Recovery	Exceeds performance index average	Meets performance index average gathered	Falls below performance index average gathered	Falls far below performance index average gathered	
6.	Achievement - Indicators met	Average passing rate for all grades in reading and math exceeds 50% on school administered norm referenced tests	Average passing rate for all grades in reading and math is 41-50% on school administered norm referenced test	Average passing rate for all grades in reading and math is below 31-40% on school administered norm referenced test	Average passing rate for all grades in reading and math on school administered norm referenced test is 30% or below	
7.	Progress - Multi-Year Index Overall	Multi-year index is above 1	Multi-year index is in the range of ± 1	Multi-year index is below -1	Multi-year index is below -2	
TOTAL PAGE 1 OF ACADEMIC INDICATORS		0				

Office of Ohio School Sponsorship Performance Framework

SCHOOL IRN & NAME:		#N/A				
		ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS				
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
8. Achievement Grade		A or B	C	D	F	
9. Graduation Rate -- 4 Year		89-100%	84-88.9%	79-83.9%	Below 79%	N/A
10. Graduation Rate -- 5 Year		90-100%	85-89%	80-84%	Below 80%	N/A
11. Graduation Rate -- 6 Year		90-100%	85-89%	80-84%	Below 80%	N/A
12. Graduation Rate -- 7 Year		90-100%	85-89%	80-84%	Below 80%	N/A
13. Graduation Rate -- 8 Year		90-100%	85-89%	80-84%	Below 80%	N/A
14. K-3 Literacy Improvement		A or B	C	D	F	Not Rated
15. Value Added: Students w/ Disabilities		A or B	C	D	F	Not Rated
16. Value Added: Lowest 20%		A or B	C	D	F	Not Rated
17. AMOs (Achievement Gap Closing)		A or B or Exceeds Standards	C or Meets Standards	D or Does Not Meet Standards	F	
18. High School Test Passage Rate		36.0-100%	1.0-35.9%	0-0.9%		N/A
19. Prepared for Success Component Grade		A or B	C	D	F	N/A
20. Student Subgroups: Attendance Rates		Significant disaggregated group(s) exceed attendance rate of all students	Significant disaggregated group(s) meet attendance rate of all students	Significant disaggregated group(s) fall below attendance rate of all students	Significant disaggregated group(s) fall 10% or more below attendance rate of all students	
21. Student Subgroups: OLEPA Scores for English Learners		OELPA scores from prior to current year show significant evidence of closing achievement gaps for LEP students	OELPA scores from prior to current year trend toward closing achievement gaps for LEP students	OELPA scores from prior to current year show no evidence of closing achievement gaps for LEP students	OELPA scores from prior to current year show evidence of negative growth for LEP students	Not Rated
22. Number of 12th Grade Students Earning Points for Graduation		More than 75% of Students Earned 18 Points	75% of Students Earned 18 Points	Less than 75% of Students Earned 18 Points	Less than 50%	N/A
23. Local Assessments		Students show more than 1 year of growth between fall and spring assessments	Students show growth of at least 1 year between fall and spring local assessments	Students show growth between fall and spring local assessments	No growth shown	
24. Overall Value Added vs. District of Residence or Most Frequent Attendance Area		School VA grade exceeds VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is the same as VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is 1 designation below VA grade of District of Residence or Most Frequent Attendance Area	School VA grade 0 is more than 1 designation below VA grade of District of Residence or Most Frequent Attendance Area	
TOTAL PAGE 2 OF ACADEMIC INDICATORS						

Office of Ohio School Sponsorship Performance Framework

SCHOOL IRN & NAME:		#N/A	ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS				
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE					
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL	
25. Value Added vs. Statewide		Exceeds overall VA statewide average	Meets overall VA statewide average	Falls below overall VA statewide average	Falls far below overall VA statewide average		
26. Overall Report Card Grade Compared to 5 Similar Community Schools in Ohio (grade band and demographic as selected by the school and approved by Sponsor)		Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio			
TOTAL PAGE 3 OF ACADEMIC INDICATORS							
TOTAL PAGE 2 OF ACADEMIC INDICATORS							
TOTAL PAGE 1 OF ACADEMIC INDICATORS							
TOTAL OF ACADEMIC INDICATORS							

SCHOOL IRN & NAME:		#N/A	ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS				
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY	RUBRIC RATING RECEIVED	RATING SCALE					
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL	
27. Performance Index		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F		
28. K-3 Literacy		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F		
29. Progress Grade (Value Added Overall)		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F		
TOTAL OF (3) YEARS OF DATA							
TOTAL OF ACADEMIC INDICATORS							
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS							

Office of Ohio School Sponsorship Performance Framework

SCHOOL IRN & NAME:		#N/A				
MOST RECENT COMPLETED SCHOOL YEAR ORGANIZATION & OPERATIONS INDICATORS		RATING SCALE				
RUBRIC RATING RECEIVED		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1.	On-time Records Submission	School is compliant for 90-100% of ORC/OAC required items	School is compliant for 80-89% of ORC/OAC required items	School is compliant for 70-79% of ORC/OAC required items	School is compliant for less than 70% of ORC/OAC required items	
2.	Five-Year Forecast Submission	N/A	May and October forecasts approved and submitted on time	May and October forecasts approved and submitted 1-15 days after deadline	May and October forecasts approved and submitted 16 or more days after deadline	
3.	Governance-Required Number of Board Members	N/A	5 sponsor approved members	4 sponsor approved members for (2) or more consecutive meetings	3 or fewer sponsor approved members for (2) or more consecutive meetings	
4.	Governance-Proper Meeting Notices	N/A	Timely public notice provided for all meetings, reschedules, and cancellations	Timely public notice not provided for (2) meetings, reschedules, or cancellations	Timely public notice not provided for (3) or more meetings, reschedules, or cancellations	
5.	Governance-Required Board Member Training	N/A	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 100% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 80-99% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for less than 80% of board members	
6.	Governance-Board Member Qualifications	N/A	Resume, BCI/FBI, and COI on file within 30 days of appointment or expiration for 100% of board members	Resume, BCI/FBI, & COI on file within 30 days of appointment or expiration for 80-99% of board members	Resume, BCI/FBE, & COI on file within 30 days of appointment or expiration for less than 80% of board members	
7.	Governance-Board Member Attendance	Overall member attendance is greater than 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-80% OR any (1) member misses (3) or more meetings	Overall member attendance is less than 70% OR more than (1) member misses (3) or more meetings	
TOTAL ORGANIZATION & OPERATIONS INDICATORS						

Office of Ohio School Sponsorship Performance Framework

SCHOOL IRN & NAME:		#N/A	RATING SCALE				
MOST RECENT COMPLETED SCHOOL YEAR	RUBRIC RATING RECEIVED	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL	
8.	Records Compliance	School is compliant for 90-100% of contract required items	School is compliant for 80-89% of contract required items	School is compliant for 70-79% of contract required items	School is compliant for less than 70% of contract required items		
9.	LEA Special Education Performance Determination	N/A	School does not have an ODE special education corrective action plan (CAP) at the end of the current school year	School has an ODE special education corrective action plan (CAP) at the end of the current school year and it is progressing towards compliance	School has an ODE special education corrective action plan (CAP) at the end of the current school year but is NOT progressing towards compliance		
10.	Pre-Opening Assurances	N/A	School met all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	N/A	School did NOT meet all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)		
11.	Annual Report	N/A	School Annual Report submitted AND made available to parents by the due date	N/A	School Annual Report NOT submitted or NOT made available to parents by the due date		
12.	Emergency Management Plan	N/A	Emergency Management Plan approved and current	N/A	Emergency Management Plan NOT submitted on time, approved or expired		
TOTAL LEGAL INDICATORS							

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS							
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY		RUBRIC RATING RECEIVED	RATING SCALE				
EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL			
13.	Combined Overall Compliance Indicator Rating	(3) Year Average Indicator Rating is Exceeds.	(3) Year Average Indicator Rating is Meets.	(3) Year Average Indicator Rating is Does Not Meet.	(3) Year Average Indicator Rating is Falls Far Below.		
TOTAL OF (3) YEARS OF DATA							
TOTAL OF LEGAL INDICATORS							
TOTAL OF ORGANIZATION AND OPERATIONS INDICATOR							
TOTAL OF 3 YEARS OF DATA, LEGAL INDICATORS AND ORGANIZATION AND OPERATIONS INDICATORS							

Office of Ohio School Sponsorship Performance Framework

SCHOOL IRN & NAME:		#N/A				
FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS						
MOST RECENT COMPLETED SCHOOL YEAR FINANCIAL INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1. Current Ratio		Current ratio is 1.1 or better	Current ratio is between 1.0 and 1.1 and current year trend is positive	Current ratio is between .9 and 1.0 or between 1.0 and 1.1 and current trend is negative	Current ratio is below .9	
2. Unrestricted Days of Cash		School has 60 days cash available	School has between 30 and 60 days cash available	School has between 15 and 30 days cash available	School has less than 15 days cash available	
3. Debt Management		School carries no debt	School meets all debt requirements and is not delinquent on payments	School has missed payments	School is in default on any debt service	
4. Debt Coverage Ratio		School's debt ratio is above 1.2	School's debt ratio is between 1.1 and 1.2	School's debt ratio is between 1.0 and 1.1.	School's debt ratio is below 1.0	
5. Total Expense Variance		School's expenses are less than 95% of projected	School's expenses are between 95-100% of projected	School's expenses are between 100-110% of projected	School's expenses are more than 110% of projected	
6. Total Revenue Variance		School's revenues are more than 100% of projected	School's revenues are between 95-100% of projected	School's revenues are between 90-95% of projected	School's revenues are below 90% of projected	
7. Sponsor Reporting		All reports and response submitted by deadline	No more than (2) reports or responses submitted no more than (5) days late	Between (3-4) reports or responses submitted no more than (5) days late	More than (4) reports submitted late or any responses more than (5) days late	
TOTAL FINANCIAL INDICATORS PAGE 1						

FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS						
MOST RECENT COMPLETED SCHOOL YEAR FINANCIAL INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
8. Audit Findings		School's most recent audit contains (0) findings and (0) management letter comments	School's most recent audit contains (0) findings and no more than (2) management letter comments	School's most recent audit contains (0) findings and between (2-5) management letter comments	School's most recent audit contains any findings and/or (5) or more management letter comments	
9. Enrollment Sustainment		Final FTE is >90% of beginning FTE	Final FTE is between 85-89% of beginning FTE	Final FTE is between 75-84% of beginning FTE	Final FTE is <75% of beginning FTE	
10. Enrollment Variance		Enrollment is above 95% of projection	Enrollment is 90-95% of projection	Enrollment is between 85-89% of projection	Enrollment is below 85% of projection	
TOTAL FINANCIAL INDICATORS PAGE 2						
TOTAL FINANCIAL INDICATORS PAGE 1						
TOTAL FINANCIAL INDICATORS PAGES 1 AND 2						

Office of Ohio School Sponsorship Performance Framework

SCHOOL IRN & NAME:		#N/A	OVERALL FINANCIAL SCHOOL PERFORMANCE TARGETS AND METRICS				
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY		RUBRIC RATING RECEIVED	RATING SCALE				
			EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
11.	Combined Overall Fiscal Indicator Rating		(3) Year Average Indicator Rating is Exceeds	(3) Year Average Indicator Rating is Meets	(3) Year Average Indicator Rating is Does Not Meet	(3) Year Average Indicator Rating is Falls Far Below	
TOTAL OF (3) YEARS OF DATA							
TOTAL FINANCIAL INDICATORS PAGES 1 AND 2							
TOTAL (3) YEARS OF DATA AND TOTAL FINANCIAL INDICATORS							

OVERALL SCHOOL PERFORMANCE TARGETS AND METRICS SUMMARY	
	RUBRIC RATING
ACADEMIC SCHOOL PERFORMANCE	0
COMPLIANCE SCHOOL PERFORMANCE	0
FISCAL SCHOOL PERFORMANCE	0
TOTAL SCHOOL PERFORMANCE	0

Appendix 3

Operator/Management Company Agreement Guidelines

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

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

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

Appendix 4

Appendix 4

Specialized Education Model Requirements

E-Schools

If the School is an on-line (e-school), comply with the following pursuant to ORC 3314.21:

- The School shall use a filtering device and install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. If the student chooses to use his or her own computer not obtained from the School, the School shall provide such device and/or software to the student at no cost. The School shall provide a demonstration of such software and documentation that it is placed on all computers and/or offered to students who use his or her own computers to the Sponsor on an annual basis.
- The School shall develop and provide a plan to the Sponsor by August 1 of each year describing the plan by which its full-time teachers will conduct visits to the students in person throughout the year. The School shall also provide documentation to the Sponsor that the plan was complied with each school year. Evidence of compliance with the plan must be reviewed and submitted to the Sponsor annually.
- The School shall set up a central base of operation where all administrative activities occur and provide the Sponsor with the location of the central base of operations. The Sponsor shall maintain a representative within fifty miles of that central base of operations.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Blended Learning

If the School operates as a designated blended learning school, as defined in ORC 3301.079, the School must comply with the following:

- Follow the Sponsor approved blended learning educational model or models that will be used;
- Maintain a description of how student instructional needs will be determined and documented;
- Maintain documentation of the method to be used for determining competency, granting credit, and promoting students to a higher-grade level;
- Follow the School's attendance requirements, including documentation of participation in learning opportunities;

- Follow the Sponsor approved statement describing how student progress will be monitored;
- Follow the Sponsor approved statement describing how private student data will be protected; and
- Follow the Sponsor approved program for offering professional development activities offered to teachers.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Dropout Prevention and Recovery Program (Alternative Education School)

If the School operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule as currently written or as amended during the term of this Agreement relating to dropout-prevention and recovery schools. Specifically, the School agrees to develop a program that complies with the Ohio Administrative Code 3301-102-10 including meeting required enrollment and testing requirements for student enrolled in the dropout prevention and recovery program:

- The program serves only students not younger than sixteen years of age and not older than twenty-one years of age;
- The program enrolls students who, at the time of their initial enrollment, either, or both, are at least one grade level behind their cohort age groups or experience crises that significantly interfere with their academic progress such that they are prevented from continuing their traditional programs;
- The program requires students to attain at least the applicable score designated for each of the assessments prescribed under division (B)(1) of section 3301.0710 of the Revised Code or, to the extent prescribed by rule of the state board of education under division (D)(6) of section 3301.0712 of the Revised Code, division (B)(2) of that section;
- The program develops an individual career plan for each student that specifies the student's matriculating to a two-year degree program, acquiring a business and industry credential, or entering an apprenticeship;
- The program provides counseling and support for the student related to the plan developed under division (A)(4) of that section during the remainder of the student's high school experience; and
- The program's instructional plan demonstrates how the academic content standards adopted by the state board of education under section 3301.079 of the Revised Code will be taught and assessed.

The School shall ensure that each student has an individualized Student Success Plan that identifies the students goals, program of study, and meets the requirements of statute and rule.

Attachment 1



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/17/2008	200835200272	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

TRI-COUNTY E.S.C.
TREASURER'S OFFICE
741 WINKLSER DRIVE
WOOSTER, OH 44691

STATE OF OHIO

CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1824332

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

ASHLAND COUNTY COMMUNITY ACADEMY

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

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200835200272



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 20th day of January, A.D.
2009.

Ohio Secretary of State



Prescribed by:

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

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

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

INITIAL ARTICLES OF INCORPORATION
 (For Domestic Profit or Nonprofit)
 Filing Fee \$125.00

2008 DEC 19 PM 12:29

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 Nonprofit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	--	---

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

FIRST: Name of Corporation Ashland County Community Academy

SECOND: Location Ashland Ashland
(City) (County)

Effective Date (Optional) 01/20/2009 Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)

Check here if additional provisions are attached

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

THIRD: Purpose for which corporation is formed

The intent of this program is to serve at-risk students in a countywide vacinity.

The governing authority and would be sponsor are in agreement this program would best serve these students as a community school.

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

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

(Refer to instructions if needed)

Completing the information in this section is optional

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

Steven Brown

(Name)

401 College Ave

(Street)

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

Ashland

(City)

Ohio

(State)

44805

(Zip Code)

Dr. Diane Karther

(Name)

1605 County Road 1095

(Street)

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

Ashland

(City)

Ohio

(State)

44805

(Zip Code)

David Ross

(Name)

1605 County Road 1095

(Street)

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

Ashland

(City)

Ohio

(State)

44805

(Zip Code)

REQUIRED

Must be authenticated (signed) by an authorized representative

(See Instructions)

[Signature]

Authorized Representative

David Ross

(print name)

David Ross

12/2/2008

Date

[Signature]

Authorized Representative

Dr. Diane Karther

(print name)

Diane Karther

12/2/2008

Date

[Signature]

Authorized Representative

Steven Brown

(print name)

STEVEN BROWN

12/2/2008

Date

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

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Ashland County Community Academy 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

Allen Wilson

(Name)

741 Winkler Dr

(Street)

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

Wooster

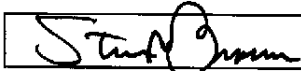
(City)

Ohio

44691

(Zip Code)

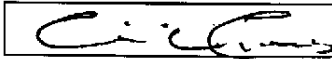
Must be authenticated by an authorized representative



Authorized Representative

12/2/2008

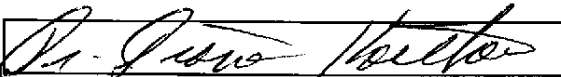
Date



Authorized Representative

12/2/2008

Date



Authorized Representative

12/2/2008

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned,

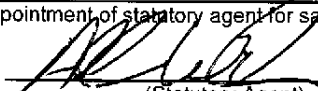
Allen Wilson

, named herein as the

Statutory agent for,

Ashland County Community Academy

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

Signature: 

(Statutory Agent)

Attachment 2



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

ASHLAND COUNTY COMMUNITY ACADEMY
716 UNION STREET
ASHLAND, OH 44805

Date:
09/08/2020
Employer ID number:
26-2310034
Person to contact:
Name: Michael J Costello Jr
ID number: 2988276
Telephone: (877) 829-5500
Accounting period ending:
June 30
Public charity status:
170(b)(1)(A)(ii)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 15, 2019
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053550003470

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Information for Charter Schools

You're not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you operate under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled or not renewed, you should notify us. You'll also be required to comply with Revenue Procedure 75-50.

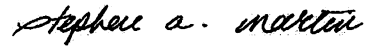
Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Attachment 3

J. Thomas Gaus

635 Co. Rd. 1302 Ashland, Ohio 44805

My education included a BS from Youngstown University and a MS from Colorado University with majors in Biology and minors in Psychology, Chemistry, and Health Education. I also attend the following schools for additional education classes: St. Francis College, Ft. Wayne, Indiana, Bowling Green State University, Akron University and Ashland University. I taught school at the secondary level for several years; teaching biology, chemistry, psychology and health education. In addition, I was a high school principal for four years, an assistant principal for six years, athletic director for thirteen years and a middle school principal for twelve years. I was an adjunct professor for Ashland University for six years teaching administrative classes in Columbus and supervising educational students on campus.

The two boards that I participate in at the present time are: the Mental Health and Recovery Board of Ashland County and the Ashland County Community Academy.

I am retired at the present time but teaching GED classes at the KROC Center in Ashland.

J. Thomas Gaus

Kevin S. Lacey
1123 College Blvd. Ashland, OH 44805
(419) 606-1925
kevin@bolaceyconstruction.com

OBJECTIVE

To gain approval for ACCA

EDUCATION

Bachelor of Science in Criminal Justice
Minor: Sociology
Ashland University, Ashland, OH
Graduation Date: December 2002

High School Diploma
South Central High School, Greenwich, OH
Graduation Date: May 1998

EXPERIENCE

Owner

2012-Present

Bo Lacey Construction-Mansfield, Ohio

- Manage Multi-Million Dollar Residential Construction Company
- Ensure compliance with building codes
- Sales and Sales Management

Youth Services Unit Administrator

2008-2012

Indian River Juvenile Correctional Facility, Massillon, OH

- Serve as unit administrator for residential living units.
- Implement, administer, and ensure compliance with agency institutional policies (American Correctional Association, Ohio Revised Code, Senate Bill 5, and Ohio Administrative Code).
- Provide uniform direction and administration of proper custodial care, health, safety, and treatment phases for juvenile offenders.
- Supervise correction officers assigned to residential unit post.

Juvenile Corrections Officer**2005-2008**

Mohican Juvenile Correctional Facility, Perrysville, OH

- Provide safety, security, care, and discipline of incarcerated youths.
- Implement specific treatment services.
- Maintain the safety and security of buildings and grounds.
- Instruct youths of acceptable social behavior.
- Maintain keen awareness of unusual behavior and crisis situations.

Program Facilitator**2004-2005**

Ashland County Juvenile Detention Center, Ashland, OH

- Responsible for daily youth intervention programs.
- Administered daily youth journals.
- Reported weekly progress to facility director.
- Admitted youth progress to court system.

Juvenile Detention Officer**2003-2004**

Ashland County Juvenile Detention Center, Ashland, OH

- Supervised the safety, discipline, and daily activities of incarcerated youth.
- Transported youth to court and other appointments.
- Insured youth performed daily hygienic chores.
- Lead and encouraged daily physical training and classes.
- Responded to emergencies and prevented escapes or incidents.
- Conducted inspections and searches of youth and living areas.

Intern**2002**

Mansfield City Police Department, Mansfield, OH

- Rode with individual police officers on traffic routines.
- Participated in various paperwork and police report writing.
- Observed various dispatched calls to residences and businesses.
- Kept daily internship log for Ashland University Criminal Justice Department.

Bo Lacey Construction**1998-2002 (Summers Only)**

Laborer

- Prep, Pour, Seal, and Cut Concrete
 - Erect Pole Building Structure to include setting poles, framing, and install metal
 - Surveyor Assistant
 - Install Shingles
 - Install Metal Roofing and Siding
-

SKILLS AND CERTIFICATION

Select Shingle Applicator
Shingle Quality Specialist
Select Shingle Master
Better Business Bureau
Safety Sam Administrator
First Aid Certification

COMPUTER SKILLS

Microsoft Office Programs
Quickbooks
Internet
Email

Matt Miller

Matt Miller serves as the 54th Mayor of the great City of Ashland, OH. Prior to joining the city government, Matt served as a Deputy Director of Business & Human Resources at the Ohio Department of Transportation. Matt also served two terms as an Ashland County Commissioner (2000-2008) before being named the Business Administrator at the Salvation Army Ray & Joan Kroc Corps Community Center.

A former president of the Board of Directors of Hospice of North Central Ohio and past president of the Ashland Care Center, Matt currently serves as the president of the Ashland Area Economic Development Corporation. He also serves on the Board of Directors of the Ashland County Community Academy, a local community school.

A former member of the Board of Directors of the Appleseed Community Mental Health Center, Matt also served as a member of the Ashland County Developmental Disabilities Board, as well as a former United Way Campaign Chair and graduate of the Ashland Area Chamber of Commerce's Leadership Ashland.

Rita McElfresh

Personal facts: I have been married for 45 years and am the mother to three daughters and grandmother to four grandchildren. My husband and I both spent our entire careers in the field of education and all three of our daughters are in education or education related fields. I enjoy reading and traveling and spending time with my family.

Education: My undergraduate degree is a BS in Education obtained from Ohio University. My graduate degree is a Masters in School Counseling obtained from Heidelberg University. I obtained additional hours in areas of Reading Literacy, School Leadership, and Behavior Management.

Work Experience: I spent 28 years teaching Primary Special Education and 2 years tutoring Middle School Special Education. I began my career as a teacher of one of three newly created classrooms for students with Learning Disabilities in my district. This classification of students was in the beginning stages and I was proud to be part of a cutting edge program that received recognition from other school districts around the state. Over the course of my career my classroom morphed from wholly self-contained to fully included, from students with learning disabilities to students who were educationally handicapped and autistic. I found a passion for reading instruction and continuously sought out further knowledge in this field. I also enjoyed being part of school leadership and pursued training and was certified in Baldrige Education. I belonged to both my school and district leadership teams. I also chaired our Intervention Assistance Team for many years.

My heart has always belonged to the underdog. When I began my career I found my first students needed someone who believed in them. This never changed in 30 years. I feel strongly about the work that is accomplished by the Ashland County Community Academy and am gratified to be a member of the board.

Audrey Sikula Resume

PERSONAL INFORMATION

Undergraduate Supervisor
Reading Recovery Site Coordinator Ashland University/Mansfield City Schools Site
Ashland University
Ashland, Ohio 44805

Office Phone: (419) 289-5370 FAX: (419)-207-6702

Home Phone: (419) 289-0662

Home Address: 457 North Woodhill Drive
Ashland, Ohio 44805

E-Mail: asikula@ashland.edu

ACADEMIC PREPARATION

Graduate of St. Peter's High School, Mansfield, Ohio, 1968

B.S., The Ohio State University, Columbus, Ohio, 1968-1972, Major in Elementary Education

M.A., Ashland University, Ashland, Ohio, 1983-1986, Major in Reading Supervision

Reading Recovery Teacher Leader Training, The Ohio State University, Columbus, Ohio,
1990-1991

WORK EXPERIENCE

Ashland University, Ashland, Ohio, Professional Fellow, 2012-present

Ashland University, Ashland, Ohio, Undergraduate Supervisor, 2011-present

Ashland University, Ashland Ohio, Adjunct Professor, Early Childhood Program, 2009-2011

Ashland University, Ashland, Ohio, Adjunct Professor, Graduate Studies-Reading Recovery Teacher Leader , 1990-2009

Mansfield City Schools; Mansfield, Ohio, Title I Reading Interventionist and Reading Recovery Teacher, 1982-2007

Lexington Local Schools, Lexington, Ohio, Classroom Teacher, Grade 5, 1979-1982

Sacred Heart School, Shelby, Ohio, Classroom Teacher, Grades 5-6, 1975-1979

Madison Local Schools, Mansfield, Ohio, Classroom Teacher, Grade 6, 1972-1974

RECENT PROFESSIONAL PRESENTATIONS

"Building a Culture of Literacy," Fall 2014, Mid-Ohio Educational Service Center, Mansfield, Ohio

When Readers Struggle Workshop, Spring 2013, Mansfield City Schools, Mansfield, Ohio

"Finger v. Fluency: Tensions in Guided Reading," February 2012, National Reading Recovery K-6 Classroom Literacy Conference, Columbus, Ohio

"Wanna Play Catch or Dodgeball? When Teaching Conversations Go Awry," February 2011, National Reading Recovery K-6 Classroom Literacy Conference, Columbus, Ohio

"Start Out Write! Changes that Occur in Children's Control over the Writing Process," February 2008, National Reading Recovery & K-6 Literacy Conference, Columbus, Ohio

"Up and Running with Running Records," February 2005, National Reading Recovery & K-6 Literacy Conference, Columbus, Ohio

Phonemic Awareness and Phonics Workshop, Spring 2004, Shelby City Schools, Shelby, Ohio

SIRI: Focus on the First "R" Workshop, Summer 2004, North Central Regional Professional Development Center, Mansfield, Ohio

Summer Institute for Reading Instruction, Summer 2003, North Central Regional
Professional Development Center, Mansfield, Ohio

Reduced Class Size Inservice, August 9-13, 1999, Akron Public Schools, Akron, Ohio

Attachment 4

Governing Authority Members

1400

Eligibility and Background Check

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

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

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

Annual Disclosure Statement

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

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

Background Check

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

Discretion to Approve Membership

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

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

Policy No. 1420

New Member Orientation

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

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

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

Ohio: R.C. 121.22.

Cross-Reference: Policy 1751, Annual Budget.

Compensation

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

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

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

Reimbursement of Governing Authority Members

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

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

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

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

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

Ethics and Conflicts of Interest Policy

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

Ethics Laws

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

No governing authority member, official, or employee shall:

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

"[the Agency's acronym]," or the School's logo in a manner that suggests impropriety, favoritism, or bias by the School or the official or employee;

For purposes of this policy:

- "Anything of value" includes anything of monetary value, including, but not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. "Value" means worth greater than de minimis or nominal.
- "Anyone doing business with the School" includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before School.

Distribution of Ethics Laws

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

Additional Eligibility & Conflict Laws

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

Penalties

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

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

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

Code of Ethics

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

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

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

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

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

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

Signed: _____ Date: _____

Ohio: R.C. 102.03(B).

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

Mandatory Periodic Ethical Review

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

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

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

Policy No. 1470

Governing Authority Members; Qualifications

The Governing Authority shall consist of not less than five members, which members shall be chosen in the manner specified in the School's Code of Regulations.

All Governing Authority members shall be annually trained on open records and public meeting laws, along with all school leaders and administrative staff.

The School shall post on the School's website the name of each member of the Governing Authority. The names and addresses of each Governing Authority member shall be provided upon request to the School's sponsor and the Ohio Department of Education.

Qualifications

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

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

- additional requirements as provided for under Ohio's Ethics Laws;
- additional requirements as provided for in the Sponsor Contract; and
- additional requirements as provided for in the Code of Regulations.

If the School is not sponsored by a school district or an ESC, no present or former member, or immediate relative of a present or former member, of the Governing Authority shall be an owner, employee, or consultant of any sponsor or operator until at least one year has elapsed since the member's membership on the Governing Authority terminated.

If the School is sponsored by a school district or an ESC, no present or former member, or immediate relative of a present or former member, of the Governing Authority shall:

- Be an officer of the district board or service center governing board that serves as the School's sponsor, until at least one year has elapsed since the member's membership on the Governing Authority terminated;
- Serve as an employee of, or a consultant for, the department, division, or section of the sponsoring district or service center that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, until at least one year has elapsed since the member's membership on the Governing Authority terminated.

Immediate relatives include: spouses, children, parent, grandparents, and siblings, as well as in-laws residing in the same household as the person serving on the governing authority.

Annual Disclosure Statement

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

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

Background Check

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

Discretion to Approve Membership

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

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

Governing Authority Meetings

1500

Public Meetings and Notification

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

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

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

Regularly Scheduled Meetings

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

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

Special Meetings

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

- any news media that has requested notification shall be notified no later than 24 hours in advance of the special meeting;
- the date and time of the special meeting shall be posted at the meeting location; and

- the time, date, and location of the special meeting shall be posted on the School's website, if one exists.

Emergency Meetings

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

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

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

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

Ohio: R.C. 121.22.

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

Executive Sessions

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

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

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

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

All resolutions, rules, or formal actions of any kind undertaken during an executive session must be adopted in an open meeting to be valid. Any resolution, rule or formal action adopted in an open meeting pursuant to deliberations during an executive session

will not be valid unless the executive session during which the deliberations occurred strictly complied with this policy.

Ohio: R.C. 121.22.

Parliamentary Procedure

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

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

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

Method of Voting

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

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

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

Minutes of the Governing Authority Meetings

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

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

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

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

Ohio: R.C. 121.22.

Attendance at Governing Authority Meetings

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

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

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

Public Participation at Governing Authority Meetings

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

Placing Items on the Agenda

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

Public Participation Time Limit

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

Participation Procedure

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

Preserving Order

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

- ask for assistance from law enforcement in removing any member of the community who refuses to comply with the reasonable demands of the presiding officer;

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

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

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

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

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

Other Managing Entities

1600

Authority to Approve Management Contract

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

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

ASHLAND COUNTY COMMUNITY ACADEMY 009971

Adopted March 28, 2018

Authority to Designate Fiscal Officer

The School shall have a designated Fiscal Officer.

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

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

Ohio: R.C. 3314.011.

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

Relationship among Different Managing Entities

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

Governing Authority

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

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

Management Company

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

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

Head Administrator

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

Fiscal Officer

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

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

Sunshine Law and Open Meeting Training

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

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

Duties of the Governing Authority

1700

Development, Revision, and Distribution of Policies

The Governing Authority, with the assistance of the Head Administrator and the Management Company, shall develop, maintain, and amend Policies in accordance with the School's mission, the Sponsor Contract, state law, and federal law.

Developing Policies

The Governing Authority is ultimately responsible for the developing Policies. In developing Policies, the Governing Authority can accept advice and suggestions from the Head Administrator and from the Management Company, if one exists.

Maintaining and Amending Policies

The Governing Authority shall review its existing Policies on a regular basis and adopt any necessary changes. The Governing Authority shall have the discretion to develop its own Policy review schedule, provided that such review occurs at least once per year. If any Policy changes are made, the changes shall be communicated promptly and, in a manner, reasonably expected to reach members of the School and the community.

Distributing Policies

This Policy Manual is considered a public record. The purpose of the manual is to serve as a guide to Governing Authority Members, officers, employees, students, parents, and members of the community. A current version of these Policies is maintained in the Governing Authority's offices and the Head Administrator's offices. The Policy Manual is available for visual inspection during normal office hours.

Developing Guidelines and Procedures

To further the School's policies, the Governing Authority designates the Head Administrator or his/her designee to develop and implement guidelines and procedures.

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

Monitoring Compliance with Sponsor Contract

The Governing Authority, in conjunction and cooperation with the Sponsor, is responsible for monitoring the School's compliance with the terms and provisions of the Sponsor Contract. This duty may, in the discretion of the Governing Authority, be delegated to the Head Administrator.

Cross Reference: Policy 1210, Legal Authority; Policy 1220, General Powers of the Governing Authority; Policy 1230, Additional Powers of the Governing Authority; Policy 1630, Relationship among Different Managing Entities.

Duty to Report Certain School Information

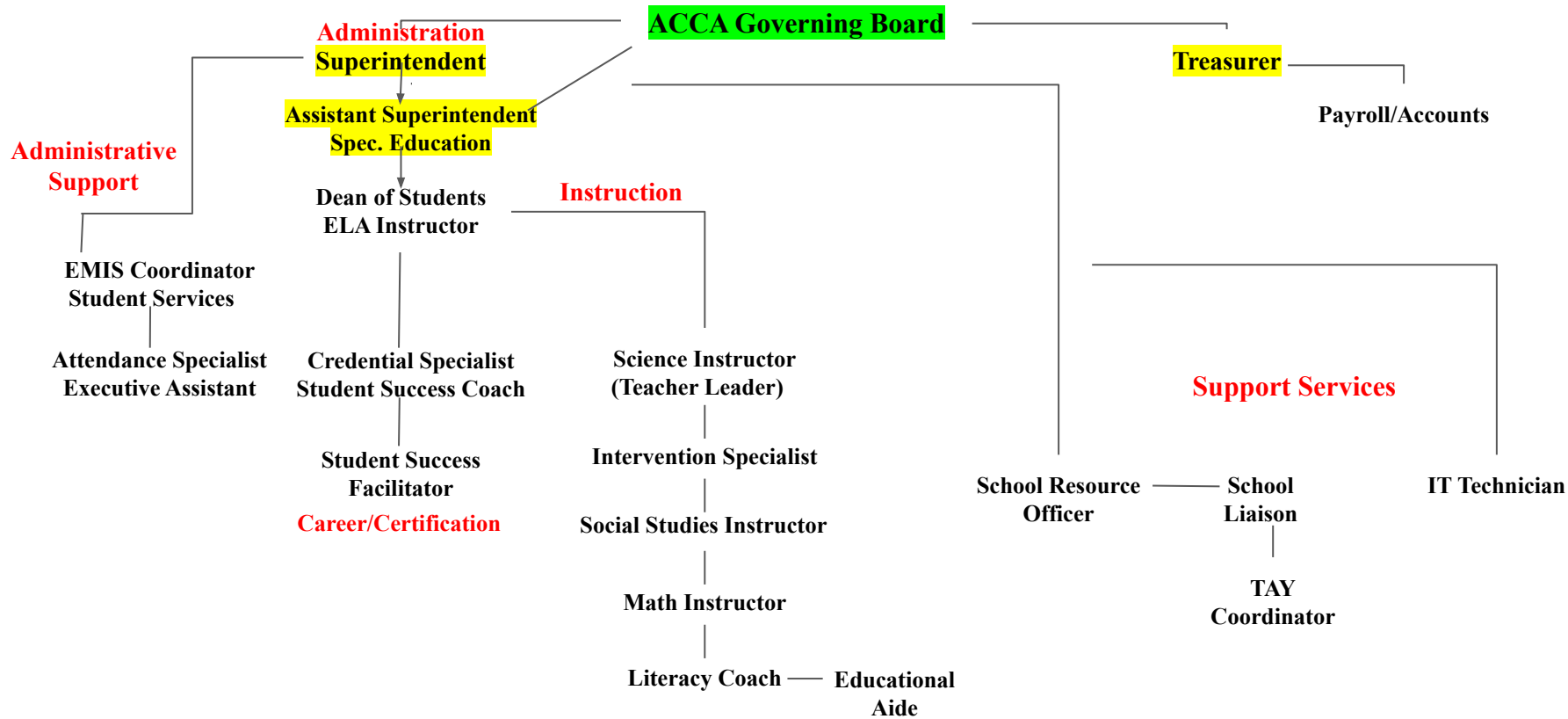
In conformance with the reporting requirements imposed by the Ohio Revised Code, the Governing Authority shall ensure that the following information is reported on an annual basis:

- the number of students enrolled in grades one through twelve as well as the number of students enrolled in kindergarten, who are not receiving special education and related services pursuant to an IEP;
- the number of students enrolled in grades one through twelve as well as the number of students enrolled in kindergarten, who are receiving special education and related services pursuant to an IEP;
- the number of students reported under section (b) above who are receiving special education and related services pursuant to an IEP for a handicap described in R.C. 3317.013(A)-(F);
- the full-time equivalent number of students of reported under sections (a) and (b) above who are enrolled in vocational education programs or classes as described in R.C. 3317.014(A)-(B) that are provided by the School;
- twenty percent of the number of students reported under sections (a) and (b) above who are not reported under section (d) above but who are enrolled in vocational education programs or classes described in R.C. 3317.014(A)-(B) at a joint vocational school district under a contract between the School and the joint vocational school and who are entitled to attend school in a city, local, or exempted village school district whose territory is part of the territory of the joint vocational district;
- the number of enrolled preschool handicapped students receiving special education services in a state-funded unit;
- the School's base formula amount, as defined in R.C. 3314.08;
- for each student, the city, exempted village, or local school district in which the student is entitled to attend school; and
- any poverty-based assistance reduction factor, as defined in R.C. 3314.08, which applies to the school year.

This duty may, as well as any other reporting duty imposed by law, these Policies, or the Code of Regulations, may be delegated, in the discretion of the Governing Authority, to the Head Administrator.

Ohio: R.C. 3314.08, R.C. 3314.0714.

Attachment 5



Ashland County Community Academy Organizational Structure

Attachment 6

OSS Community School Goals

9th – 12th Grades High Schools/DOPRs – Graduation Progress

S.M.A.R.T Goals — *The school will track the academic progress of 100% of students by monitoring Student Success Plans and progress made toward graduation pathways. Review of data to be included will be coursework completed as aligned with state standards, performance assessment results, and progress made toward individual graduation pathways during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area of weakness*

All students will have completed a Student Success Plan with a detailed description of coursework, required assessments, and trainings needed to meet graduation requirements for their chosen pathway to graduation. For schools using an adaptive learning management program, annual goals for academic achievement shall be identified in the Student Success Plan, along with an intervention plan outlining steps taken to keep students on track to graduate.

All students are required to have a Student Success Plan. Therefore, no matter what “traditional” graduation cohort the student(s) may have been assigned, the following goals are based on student performance in relation to and as aligned with current student success plan(s) goals for graduation.

- a. 80% of students will annually complete required courses as aligned with their Student Success Plans.
- b. 80% of students will achieve annual goals as identified in their Student Success Plans.
- c. Over the term of contract, 80% of students will graduate with a career credential or military or college preparedness as aligned to their chosen pathway to graduation stated in their Student Success Plan.

9th – 12th Grade – Non-Academic Goals

S.M.A.R.T Goal - Family Engagement

The school will provide parents with the opportunity to attend at least one informational session during each school year, including but not limited to the school's academic plan information night, PBIS processes, literacy or math focused student centered “knowledge” night, or school events where parents receive information and guidance on student academic success. The school will survey parents to monitor attendance and gauge interest and involvement.

- a. 9-12 – The school will offer a minimum of two academic informational nights annually and will monitor family attendance and involvement by receiving 75% of survey responses identifying attendance or positive reactions in response to the opportunity to learn more about academic performance of the school and their student.

S.M.A.R.T Goal - Operational/Academic Professional Development

Consistency is the key to success at any educational institution. To this end, the school will ensure that the operational and academic procedures and processes are reviewed annually by educators, staff and leadership. This includes but is not limited to training on staff and family handbooks, policy and procedure manuals, and educational content and instructional professional development.

In addition to school operations training for all staff, the school will provide professional development to all core content teachers and teacher aides to support the implementation of the school's education plan including the following evidence-based instructional practices: balanced literacy, writer's workshop (Pre K-6), content and disciplinary literacy (7-12), writing across the curriculum (7-12), critical thinking (Pre K-12) and mathematical thinking (Pre K-12).

- a. 100% of the school's core content instructors will receive six (6) hours of professional development on evidence-based instructional strategies relating to the school's educational model.

Attachment 7

Attachment 8

COVERAGE DOCUMENT DECLARATIONS

Contract Number: SD-003D

Member Name: Ashland County Community Academy
 Address: 716 Union Street
 City: Ashland

State: OH Zip Code: 44805

Agency Name: Spreng-Smith Agency, Inc.
 Address: 320 College Avenue
 City: Ashland

State: OH Zip Code: 44805

Inception: July 1, 2020 12:01 a.m.
 Expiration: July 1, 2021 12:01 a.m.

	COVERAGES	LIMITS	MEMBER DEDUCTIBLE
I. PROPERTY			
Building & Business Personal Property Limit including Property Extensions of Coverage (attached) As Reported to SORSA; Subject to \$350,000,000 Pool Limit, any one occurrence	\$	250,000	\$ -
Earth Movement per Occurrence	\$	2,000,000	\$ 50,000
Annual Aggregate all members	\$	8,000,000	
Flood Limit (Zone A or V Excluded)	\$	2,000,000	\$ 50,000
Annual Aggregate all members	\$	8,000,000	
II. EQUIPMENT BREAKDOWN (PD, BI and EE), in any one accident:			
As Reported to SORSA; Subject to \$300,000,000 Pool Limit	\$	250,000	\$ -
Hazardous Substance, any one accident:			
Ammonia Contamination:	\$	250,000	\$ -
Any other substance:	\$	250,000	\$ -
Water Damage, in any one accident:	\$	250,000	\$ -
Consequential Damage, in any one accident	\$	250,000	\$ -
III. CRIME			
Employee Theft Including Faithful Performance of Duty, in any one occurrence	\$	1,000,000	\$ 1,000
Forgery or Alteration, in any one occurrence	\$	1,000,000	\$ 1,000
On Premises, in any one occurrence	\$	1,000,000	\$ 1,000
In Transit, in any one occurrence	\$	1,000,000	\$ 1,000
Money Orders and Counterfeit Money, in any one occurrence	\$	1,000,000	\$ 1,000
Computer Crime, in any one occurrence	\$	1,000,000	\$ 1,000
Computer Program and Electronic Data Restoration Expense, in any one occurrence	\$	350,000	\$ 1,000
Funds Transfer Fraud, in any one occurrence	\$	1,000,000	\$ 1,000
Social Engineering Fraud, in any one occurrence	\$	1,000,000	\$ 1,000
Telecommunication Fraud, in any one occurrence	\$	200,000	\$ 1,000

This Coverage Document is not binding unless signed by an authorized representative of SORSA.



PROPERTY EXTENSIONS OF COVERAGE DECLARATIONS

	Standard Limits	Additional Limits	Total Limits
Accounts Receivable, in any one occurrence	\$ 1,000,000		\$ 1,000,000
Arson Reward	\$ 5,000		\$ 5,000
Automobile Physical Damage, in any one occurrence	Optional	\$ -	\$ -
Backup of Sewers and Drains	\$ 2,000,000		\$ 2,000,000
Business Income, in any one occurrence	\$ 2,000,000	\$ -	\$ 2,000,000
Ordinary Payroll: Excluded			
Dependent Property, in any one occurrence	\$ 250,000		
Ordinance or Law - Increased period of restoration, in any one occurrence	\$ 250,000		
Newly Acquired Locations, in any one occurrence (120 days)	\$ 250,000		
Undescribed Premises, in any one occurrence	\$ 500,000		
Civil Authority 30 days			
Extended Business Income at 60 days			
Claim Data, in any one occurrence	\$ 100,000		\$ 100,000
Claim Data Expense, in any one occurrence	\$ 25,000		\$ 25,000
Covered Property at an Undescribed Premises, in any occurrence	\$ 1,000,000		\$ 1,000,000
Covered Property in Transit, in any one occurrence	\$ 100,000		\$ 100,000
Debris Removal (additional), in any one occurrence	\$ 250,000		\$ 250,000
Electronic Data Processing Equipment Data and Media, in any one occurrence	\$ 1,250,000	\$ -	\$ 1,250,000
Extra Expense, in any one occurrence	\$ 2,000,000	\$ -	\$ 2,000,000
Ordinance or Law - Increased period of restoration, in any one occurrence	\$ 50,000		
Newly Acquired Locations, in any one occurrence (120 days)	\$ 50,000		
Undescribed Premises, in any one occurrence	\$ 50,000		
Civil Authority 30 days			
Claim Data, in any one occurrence	\$ 25,000		\$ 25,000
Fine Arts, in any one occurrence	\$ 250,000	\$ -	\$ 250,000
Fire Department Service Charge / Fire Protective Equipment Discharge	Included		Included
Inventory expense after a loss	Included		Included
Mobile Equipment, in any one occurrence	Optional	\$ -	\$ -
Musical Instruments, Athletic Equipment, or Band & Athletic Uniforms, in any one occurrence	\$ 1,000,000	\$ -	\$ 1,000,000
Newly Constructed or Acquired Property, at any one building			
In any one occurrence	\$ 5,000,000		\$ 5,000,000
Number of days: 120			
Ordinance or Law			
Loss to Undamaged Portion, in any one occurrence	\$ 1,000,000		\$ 1,000,000
Demolition, in any one occurrence	Included		Included
Increased Cost of Construction, in any one occurrence	Included		Included
Outdoor Property including debris Removal, in any one occurrence	\$ 1,000,000		\$ 1,000,000
Trees, shrubs and plants (maximum per item)	\$ 1,000		\$ 1,000
Lawn limit (per occurrence)	\$ 2,000		\$ 2,000
Personal effects of students/employees for perils except theft			
Student	\$ 1,500		\$ 1,500
Employee	\$ 3,000		\$ 3,000
In any one occurrence	\$ 100,000		\$ 100,000
Pollutant Cleanup and Removal, aggregate in any one coverage document year	\$ 100,000		\$ 100,000
Preservation of Property	Included		Included
Protection of Property	\$ 250,000		\$ 250,000
Theft Damage Repair to Non-Owned Buildings	\$ 100,000		\$ 100,000
Errors and Omissions, in any one occurrence	\$ 1,000,000		\$ 1,000,000
Utility Services in any one occurrence - Direct Damage including Boiler and Machinery	\$ 500,000		\$ 500,000
Valuable Papers, in any one occurrence	\$ 1,000,000		\$ 1,000,000

COVERAGE DOCUMENT DECLARATIONS

Contract Number: SD-003D

Member Name: Ashland County Community Academy
 Address: 716 Union Street
 City: Ashland

State: OH

Zip Code: 44805

Agency Name: Spreng-Smith Agency, Inc.
 Address: 320 College Avenue
 City: Ashland

State: OH

Zip Code: 44805

Inception: July 1, 2020 12:01 a.m.
 Expiration: July 1, 2021 12:01 a.m.

COVERAGES	LIMIT OF LIABILITY	MEMBER DEDUCTIBLE	
I. GENERAL LIABILITY – Occurrence Form			
Bodily Injury and Property Damage per Occurrence	\$ 15,000,000	\$	-
Personal Injury/Advertising Liability per Occurrence	\$ 15,000,000	\$	-
Products/Completed Operations per Occurrence	\$ 15,000,000	\$	-
Employers Stop Gap Liability			
Bodily Injury by Accident, Each Accident	\$ 15,000,000	\$	-
Bodily Injury by Disease, Each Employee	\$ 15,000,000	\$	-
Bodily Injury by Disease, Policy Limit	\$ 15,000,000	\$	-
General Annual Aggregate	\$ 17,000,000	\$	-
Fire Legal Liability	\$ 500,000	\$	-
Medical Payments, Per Person / Each Accident	\$10,000/\$25,000	\$	-
II. EDUCATORS' LEGAL LIABILITY – Claims Made Form			
Wrongful Acts Coverage per Occurrence	\$ 15,000,000	\$	-
Wrongful Acts Coverage Aggregate	\$ 15,000,000		
Retroactive Date	2/1/2002		
Employee Benefits Liability	\$ 15,000,000	\$	-
Retroactive Date	2/1/2002		
III. AUTOMOBILE LIABILITY			
Bodily Injury & Property Damage - per Occurrence (including owned/hired/non-owned)	\$ 15,000,000	\$	-
Medical Payments, Per Person / Each Accident	\$10,000/\$25,000	\$	-
Uninsured/Underinsured Motorist	\$1,000,000 Aggregate	\$	-
Garagekeepers Legal Liability	ACV (\$500,000 maximum)	\$	-
Additional Defense Costs per Occurrence Applies to Sections I., II., and III. Above	\$ 500,000	\$	-
IV. AUTOMOBILE PHYSICAL DAMAGE	Actual Cash Value (ACV)*	\$	-
As Reported to SORSA; Subject to \$10,000,000 Pool Limit, in any one occurrence			

*For buses 5 years or newer, the value will be determined at Replacement Cost. For buses over 5 years, the value will be determined at the Actual Cash Value as if the bus is 5 years newer.

This Coverage Document is not binding unless signed by an authorized representative of SORSA.



Attachment 9

Enrollment Information

Admission and Enrollment

If your child is between six and 18 years of age, or if your child is under age six but has been enrolled in kindergarten, he or she is "of compulsory school age" in Ohio.

Admission to Ashland County Community Academy ("the School") is open to any individual between the ages of five and 22 who is entitled to attend school under state law. To attend kindergarten at the School, a child must be five years old by August 1 or September 30 of the year of admission. Children under the age of five may be admitted under certain circumstances provided under Ohio law. If your child is not five years old by August 1 or September 30, your child may be admitted if he or she has been recommended in accordance with the School's acceleration policy. The child shall be evaluated for early admittance upon referral by the child's parent or guardian, an educator employed by the School, a preschool educator who knows the child, or a pediatrician or psychologist who knows the child. The School's referral form is available at Form 3512.1, Early Entrance to Kindergarten.

The School will not deny a transferring student admission, based on the student's age, if the student had been admitted to kindergarten by another school.

In making admission decisions, the School shall not discriminate on the basis of race, color, creed, sex, or disabling condition. The School will comply with all federal and state laws regarding the education of students with disabilities.

The School does not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. The School will not offer or give any monetary payment or in-kind gift to any student or student's family as an incentive for the student to enroll in the School.

The School restricts admission to students who reside in Ohio. The Parent or Guardian of the Student or Student (age 18 or over), shall notify the School when there is a change in the Parent/Guardian or Student's primary residence.

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

- students who attended the School the previous year;
- siblings of students attending the School the previous year;

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

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

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

Records and Documentation

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

- any records from the public or nonpublic elementary or secondary school the student most recently attended;
- if issued and applicable, a certified copy of an order or decree, or modification of such an order or decree, allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child²;
- a copy of a power of attorney or caretaker authorization affidavit, if either has been executed with respect to the child; and
- a birth certificate or one of the following comparable documents: (1) a certification of birth; (2) Passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) An attested transcript of the certificate of birth; (4) An attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5)

² After enrollment, whenever there is a modification of any order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child that has been submitted to the School, the residential parent shall provide the School with a certified copy of the order or decree that makes the modification.

An attested transcript of a hospital record showing the date and place of birth of the child;
(6) A birth affidavit.

Upon enrolling a student, the School will request records within 24 hours from the school your student most recently attended. If the records are not received within seven days, a second request will be made and the Head Administrator shall directly contact the school.

You or your student must notify the School if the student is under the care of a shelter for victims of domestic violence at the time of initial enrollment. Upon being so informed, the School will inform the elementary or secondary school from which it requests the student's records of that fact.

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

A student who has been discharged or released from the custody of the department of youth services under R.C. 5139.51 just prior to requesting admission to the School will not be admitted until the records described in R.C. 2152.18 (D)(4)(a) to (d) have been received by the Head Administrator.

The School will not deny admission to a protected child placed in a foster home or residential facility (as defined in the Ohio Revised Code) solely because the protected child does not present a birth certificate or comparable document. However, the protected child or the protected child's parent, custodian, or guardian shall present a birth certificate or comparable document (listed above) within 90 days after the protected child's entry to the School.

The School will comply with all records requests within two business days, make copies of the student's records, and keep the records on file.

If an order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child, including a temporary order, is issued resulting from an action of divorce, alimony, annulment, or dissolution of marriage, and the order or decree pertains to a child enrolled in the School, the residential parent of the child shall provide the School with a certified copy of the order or decree.

School Performance Notification

As part of the admissions process, you are entitled to receive the enclosed copy of the most recent report card for the School.

Ohio: R.C. 3313.6411, R.C. 3313.672, R.C. 3314.06, R.C. 3321.01.

Adopted November 14, 2018

Attachment 10

Tiered Student Discipline Program

In order to achieve the School's educational goals, the School requires all students to conform to the policies outlined in this handbook and further elaborated in the School's manual. Failure to comply with these requirements will result in the student's discipline.

Discipline is to be administered in a reasonable manner and is designed to help the student take responsibility for his or her actions. The School shall generally follow the Tiered Student Discipline Program outlined below. However, the type of discipline will depend on the facts, circumstances, and severity of a student's failure to comply with applicable guidelines, rules, or policies._

Under no circumstances does the Governing Authority condone the use of unreasonable force and fear. The School strictly prohibits Corporal Punishment by all teachers, administrators, and volunteers. See **Policy 4560**, Positive Behavior Interventions and Support, Seclusion, and Prohibited Practices, for a complete explanation of the School's force and restraint policies.

The Student Code of Conduct and related disciplinary process applies in the School, on the School property, at School activities or functions off the School premises, and during transportation to and from the School. Offenses and punishment should be determined by the Head Administrator.

Notwithstanding anything contained herein to the contrary, disciplinary actions regarding truancy shall be subject to the requirements contained in **Policy No. 4210** and the Ohio Revised Code.

Tiered Discipline Program

Tier One. Should a student commit a Tier One offense, the teacher should alert the student that he/she broke a rule, explain the rule, and administer an appropriate consequence. Tier One offenses include, but are not limited to:

- 1) **Disruptive and/or Prohibited Behavior**
 - a. Engaging in any physical display of affection with another student
 - b. Failing to follow reasonable instructions, directions, or guidelines or refusing to comply with a reasonable request while on School property or at a School activity or event
 - c. Running or causing any disruption in a school building
 - d. Littering inside a School building or anywhere on the School premises

- e. Misbehaving and/or failing to follow applicable guidelines, rules, or policies during assigned lunch periods, on School playgrounds, in School hallways or restrooms, or on School transportation vehicles
- f. Lying to School employees, personnel, or officials, parent volunteers, or any member of the School community
- g. Violating School dress code guidelines, rules, or policies
- h. Using any electronic device (cellular telephones, smartphones, iPads, iPods, gaming devices, etc.) without approval, on School property, and during School hours
- i. Chewing gum on School property
- j. Failing or refusing to turn in homework assignments or complete classroom work
- k. Ignoring safety guidelines, rules, or policies
- l. Failing to adhere to any School and/or individual classroom guidelines, rules, or policies
- m. Shouting at , harassing, or disrespecting School employees, personnel, officials, parent volunteers, any members of the School community, or other students
- n. Failing to show up on time for class
- o. Using or creating toys or other distracting objects

2) Misuse and/or Abuse of School Property

- a. Using School internet access, School telephones, technology, or any School electronic device for an illegal, improper, or unauthorized reason
- b. Stealing or defacing School books, materials, electronic devices, or supplies

Tier Two. A Tier Two offense occurs if the student repeats a Tier One offense or the student engages in conduct constituting a Tier Two offense. Should a student commit a Tier Two offense, the teacher should explain the rule and administer an appropriate consequence. The teacher shall also contact the student's parents/guardians and send a report to the parents/guardians and the appropriate administrative office. In addition to repeated Tier One offenses, Tier Two offenses include, but are not limited to:

1) Repeated and/or Serious Tier One Offenses

2) Disruptive and/or Prohibited Behavior

- a. Using inappropriate, insulting, or abusive language in any form towards School employees, personnel, officials, parent volunteers, any members of the School community, or other students

3) Damage/Destruction of School Property

- a. Causing, attempting, or threatening to cause or attempt any form of damage or destruction to School property

4) Academic Dishonesty

- a. Cheating or plagiarizing
- b. Misappropriating or misrepresenting the work of another as one's own work
- c. Using unauthorized materials during a quiz or exam
- d. Fraudulently altering work or official documents
- e. Falsifying dates, records, signatures, or any other aspect of an official document or School assignment
- f. Interfering or tampering with the instructor's work or another student's work
- g. Aiding and abetting another student attempting to engage in act of academic dishonesty
- h. Remaining on School property without a reason for being present, after being instructed to leave, without permission from School authority, or without properly identifying oneself
- i. Trespassing on School property
- j. Engaging in or coercing another to engage in any form of hazing
- k. Participating in any gang activity or similar organizational activity, which is disruptive to the educational process
- l. Wearing, carrying, displaying, or exhibiting an affiliation with a gang
- m. Intimidating or bullying other students by means of verbal abuse/menacing or threats of violence including all forms of cyber-bullying
- n. Engaging in obscene, vulgar, or insulting conduct or using obscene, vulgar, or insulting language
- o. Possessing, producing, or distributing offensive and prohibited materials
- p. Willfully engaging in a course of conduct intended to interfere with the educational process
- q. Repeatedly failing to show up for class without an acceptable excuse

Tier Three. A Tier Three offense occurs when the student continues to violate the rules despite appropriate actions at Tiers One and Two or the student engaged in conduct constituting a Tier Three offense. The Head Administrator or his/her designee may suspend the student under the suspension procedures. Tier Three offenses include, but are not limited to:

1) Repeated and/or Serious Tier One and/or Tier Two Offenses

2) Violence and Threats of Violence

- a. Physical Injury
 - i. Inflicting bodily injury upon another person
 - ii. Physically contacting another student, which results in physical injury or unacceptable physical contact

- i. Willfully engaging in a course of conduct that unreasonably places School employees, personnel, officials, parent volunteers, any members of the School community, or other students at risk of physical injury
 - b. Threats
 - i. Threatening a School building or any School premises at which an extracurricular event, interscholastic competition, or any other School program or activity is occurring with a bomb
 - ii. Threatening to inflict bodily injury upon another person
- 3) Miscellaneous Prohibited and/or Illegal Activity
 - a. Extorting another person by threat, intimidation, or coercion
 - b. Obtaining or attempting to obtain money, information, or personal property by means of theft, robbery, or fraud/deception
 - c. Transferring, distributing, selling, or purchasing stolen goods
 - d. Engaging in or committing an act that is criminally punishable
 - e. Participating in or organizing any gambling activity, which involves the payment or exchange of something of value in return for the chance to win a prize or something of value
 - f. Participating in any illegal gang-related activity
 - g. Using, possessing, selling, purchasing, or distributing any banned or controlled substance, drug, alcohol, alcohol product, tobacco product or similar substance capable of altering behavior, mood, feelings, or state of mind including any paraphernalia associated with the particular substance
 - h. Making unwanted sexual requests, advances, or communications or engaging in any other form of sexual harassment

Tier Four. A Tier Four Offense occurs if the student continues to violate the rules despite appropriate action at Tiers One, Two, and Three or the student engages in conduct constituting a Tier Four offense. Tier Four offenses are punishable by exclusion, under the exclusion procedures. Tier Four offenses include, but are not limited to:

- 1) Repeated and/or Serious Tier One and/or Tier Two and/or Tier Three Offenses
- 2) Weapons
 - a. Firearms
 - i. Bringing a firearm to the School or onto any School property
 - 1. Mandatory one-year expulsion

- ii. Bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is not located in the School or on School property
 - 1. Discretionary one-year expulsion
- iii. Possessing a firearm at School, on School property, or at an interscholastic competition, an extracurricular event, or any other School program or activity, which was initially brought onto School property by another person
 - 1. Discretionary one-year expulsion
- b. Knives
 - i. Bringing a knife to the School, onto any School property, to an interscholastic competition, an extracurricular event, or any other School program or activity
 - 1. Discretionary one-year expulsion
 - ii. Possessing a knife at School, on School property, or at an interscholastic competition, an extracurricular event, or any other School program or activity, which was initially brought onto School property by another person
 - 1. Discretionary one-year expulsion
- c. Dangerous Weapons
 - i. Bringing or possessing a dangerous weapon, device, instrument, material, or substance capable of causing death or serious bodily harm on School property

Cross Reference: Policy 2650, Bomb Threats; Policy 2660, Weapons; Policy 2670 Public Conduct on School Property; Policy 4103, Harassment and Sexual Harassment; Policy 4104, Policy on Harassment, Intimidation, and Bullying; Policy 4105, Anti-Hazing Policy; Policy 4106, Policy on Gang Activity & Other Prohibited Groups; Policy 4410, Student Bill of Rights & Responsibilities; Policy 4430, Internet & Technology Acceptable Use; Policy 4440, Use of Mobile Electronic Devices; Policy 4450, Student Symbolic Expression; Policy 4460, Student Symbolic Expression; Policy 4470, Drugs, Alcohol, and Tobacco; Policy 4520, Transportation Discipline; Policy 4530, Suspension & Expulsion Policy; Policy 4540, Disciplining a 504 Student; Policy 4550, Suspension & Expulsion Policy for Students with Disabilities; Policy 4560, Positive Behavior Interventions and Support, Seclusion, and Prohibited Practices.

Transportation Discipline

This policy applies *only* where the student's sole discipline is the denial of bus riding privileges. A student may disciplined under this policy, may be subject to additional discipline under the School's Code of Conduct.

In regards to riding privileges and rules, the School is required to enforce and follow the policy of the student's home district that provided the transportation. Accordingly, the School must follow the school district's policy in imposing the period of time for suspension.

Due Process Rights

While the School follows the discipline policies of the home district, the School still oversees the student's right to a hearing. Before a student's privileges are suspended, the student shall be provided notice and shall be given an opportunity to be heard before the School's Head Administrator in accordance with Policy 4530, Suspension & Expulsion Policy.

A student may be immediately removed, without hearing, when a student poses a danger to other persons or property or threatens the bus's safe operation under the School's Emergency Suspension Rule.

If a disabled student is suspended or immediately removed, the School shall follow the laws governing suspension and expulsion of disabled students.

Disseminating this Policy

To ensure familiarity and compliance with these policies, the School has posted the School District riding policies in the school and has made the policies available for Parents or Students.

Ohio: R.C. 3314.091, R.C. 3327.01.

Cross Reference: Policy 4510, Tiered Student Discipline Program; Policy 4520, Transportation Discipline; Policy 4530, Suspension & Expulsion Policy; Policy 4540, Disciplining a 504 Student; Policy 4550, Suspension & Expulsion Policy for Students with Disabilities.

Suspension & Expulsion Policy

The Governing Authority understands the severity of excluding a student from the School. The Governing Authority, however, will not tolerate violent, dangerous, disruptive, or inappropriate behavior by students that substantially impedes the School from accomplishing its educational mission. The following policy outlines when a student may be excluded from school, the procedure to follow, and the due process rights available to students.

Violations of the Code of Conduct, for pre-k to 3rd grade students, are broken down into the following Categories:

Category 1: A serious and specific offense for which suspension or expulsion is statutorily required (e.g., bringing a firearm to school) or statutorily authorized (e.g., possessing a firearm, bringing a knife capable of causing serious bodily injury, making a bomb threat, or causing serious harm to persons or property).

Category 2: An offense not listed in Category 1 but for which the School determined suspension was necessary to protect the immediate health and safety of the student, the student's fellow classmates, or the classroom staff or teachers.

Category 3: A "minor offense" that neither belongs in Category 1 or Category 2.

Students may be excluded by:

- *In-School Suspension.* A student may be removed temporarily to an in-school suspension, which is a suspension served in a supervised learning environment within the School setting.
- *Out of School Suspension.* A student may be removed temporarily from the School for a maximum of ten (10) days for misconduct and violating school rules. Said students shall have an opportunity to (1) complete missed classroom assignments and (2) receive at least partial credit for any assignment completed. The School may reduce a student's grade due to the student's suspension, but the School shall not assign a failing grade solely because of the student's suspension.
 - *Exception:* Pre-K to 3rd grade students shall only be subject an out of school suspension for serious offenses or only as necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.
- *Emergency Suspension.* A student may be removed *immediately* from the School, without formal due process procedures when the Head Administrator determines, at his or her discretion, that the student's continued presence at the School poses a danger to others or to property or is an ongoing threat. The School shall then proceed to have a hearing on the next school day.

- *Exception:* Pre-K through 3rd grade students may be removed on an emergency basis only for the remainder of the school day and shall be permitted to return to curricular and extracurricular activities on the school day following the day in which the student was removed. When a student is removed and returned to curricular and extracurricular activities on the next school day, the School shall not be required to hold a hearing provide notice of such hearing. Suspension proceedings shall not be initiated against a student in Pre-K through 3rd grade who was removed from a curricular or extracurricular activity on an emergency basis unless the student committed a serious offense or it is necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.
- *Expulsion.* A student may be removed entirely for a maximum of one (1) year or up to eighty (80) days depending on the severity of the student's behavior. All expulsions require a hearing.
 - *Exception:* Pre-K to 3rd grade students shall only be subject to an out of school expulsion for serious offenses or only as necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.
- *Emergency Expulsion.* A student may be removed *immediately* from the School, without formal due process procedures when the Head Administrator determines, at his or her discretion, that the student's continued presence at the School poses a danger to others or to property or is an ongoing threat. The School shall then proceed to have a hearing on the next school day.
 - *Exception:* Pre-K through 3rd grade students may be removed on an emergency basis only for the remainder of the school day and shall be permitted to return to curricular and extracurricular activities on the school day following the day in which the student was removed. When a student is removed and returned to curricular and extracurricular activities on the next school day, the School shall not be required to hold a hearing provide notice of such hearing. Expulsion proceedings shall not be initiated against a student in Pre-K through 3rd grade who was removed from a curricular or extracurricular activity on an emergency basis unless the student committed a serious offense or it is necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.

Suspension

A student may be suspended for a maximum of ten (10) days for misconduct and violating school rules. , If a suspension is imposed with fewer than ten (10) days left in the school year, the student may be required to perform community service or another alternative consequence for a number of hours equal to the remaining period of the suspension. The student shall be required to begin the community service or alternative consequence during the first full week day of summer break. The School, in its discretion, may develop an appropriate list of alternative consequences. If the student fails to complete community service or the assigned alternative consequence, the School shall determine an appropriate course of action. Such action, however,

shall not include requiring the student to serve the remaining period of the suspension at the beginning of the following school year.

Suspensions generally entitle students to a hearing, outlined below, except in the following two situations. First, students suspended from co-curricular or extra-curricular activities will not be entitled to notice, hearing, or appeal because participating in such activities is a privilege and not a right. Second, in-school suspensions are not subject to hearing.

Suspension Procedure. The following procedure shall apply to out-of-school suspension.

- Before imposing the suspension, the Student is provided a “Notice of Intent Suspend from School,” Form **3810.2**. The Notice shall provide the reasons for the proposed suspension.
- The Student is provided an informal hearing to challenge or otherwise explain the incident leading to the proposed suspension. The hearing will be conducted before the Head Administrator or his/her designee and the student may not call witnesses at the hearing.
- If the suspension is issued, the Head Administrator will notify, in writing, the following parties: the Student’s parents or guardian, with a “Notice of Suspension,” Form **3810.3**. The written notification shall explain the reasons for the suspension. The student’s parents or guardian shall also be notified, in writing with a “Notice of Suspension Letter,” Form **3810.4**.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the “Notice of Intent to Suspend From School.” The Student or the Student’s parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon the suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

Emergency Suspension

A student may be removed immediately from the School or School property—without following the suspension or expulsion procedures—if the Head Administrator or his/her designee determines the student’s presence at the School creates (1) a health risk, (2) presents a danger to other persons or property or (3) seriously disrupt the School’s function.

Additionally, a student may be immediately removed from curricular or extracurricular activities by a teacher. The student will be sent to the Head Administrator or his/her designee. The teacher must submit in writing the reasons for removal.

Emergency Suspension Procedure. The following procedure shall apply to Emergency Suspensions:

- Once removed from the activity or school premises, the School shall provide the student written notice “Notice of Emergency Removal,” Form **3810.1**, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.
- The hearing shall take place the next school day from the time of the initial order. The hearing shall be held in accordance with the Suspension hearing rules unless it is probable that the student may be subject to expulsion, in which case the hearing shall be held in accordance with the Expulsion rules. The individual who ordered, caused, or requested the emergency suspension shall present at the hearing.
- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.
- If the suspension is issued, the Head administrator will notify, in writing, the following parties: the Student’s parents or guardian with a “Notice of Suspension,” Form **3810.3**. The written notification shall explain the reasons for the suspension. The student’s parents or guardian shall also be notified, in writing with a “Notice of Suspension Letter,” Form **3810.4**.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the “Notice of Intent to Suspend from School.” The Student or the Student’s parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

Ability to Make Up Work Required

The School shall allow students to complete classroom assignments missed during both in-school and out-of-school suspensions.

Expulsion

A student may be expelled or totally removed from the education program for more than ten (10) days. Expulsions imposed with fewer days left in the school year than the expulsion requires may be extended into the following school year at the discretion of the Head Administrator or his/her designee. Instead of or in addition to serving an expulsion, the student may be required to perform community service. However, a student may not perform community service if he or she is expelled for bringing a firearm to School or onto School property.

During the student’s expulsion, the School may continue educational services in an alternative setting.

Offenses worthy of Expulsion. Expellable offenses may be broken into three categories:

1. Students must be expelled for one year for the following offense:
 - Bringing a firearm to the School, onto School property, or on any property used or leased by the School for school; extracurricular events; or school-related events. On a case by

case basis, the School may reduce this disciplinary action in accordance with section 3313.661 of the Revised Code.

2. Students may be expelled for a maximum of one (1) year for the following offenses:

- Bringing a firearm to an interscholastic competition, an extracurricular event, or any other school program or activity that is not located in a school or on property that is owned or controlled by the school district. On a case by case basis, the School may reduce this disciplinary action in accordance with section 3313.661 of the Revised Code.
- Bringing a knife capable of causing serious bodily injury or possessing a knife capable of causing serious bodily injury that was brought on by another person to the School, onto School property, or to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School.
- Making a bomb threat to a school building or any premises at which a school activity is occurring at the time under the threat.
- Committing an act that is a criminal offense when committed by an adult and the offense results in serious physical harm to persons or property, *while* the student is at school, on any other property owned or controlled by the Governing Authority, at an interscholastic competition, an extracurricular event, or any other school program or activity.

3. Students may be expelled up to eighty (80) school days for the following offenses:

- Serious misconduct.
- Serious violation of the School rules.
- Other cause.

A “firearm” is defined in accordance with 20 U.S.C. 7151 and means any weapon (including a starter gun which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receive of any such weapon, any firearm or firearm silencer; or any destructive device.

A “knife” is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device that is used for, or is readily capable of causing death or serious bodily injury.

The Head Administrator may, in his/her sole judgment and discretion, modify or reduce such expulsion for a student committing serious physical harm in writing, to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student’s disability); or
- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student’s response to the imposition of any prior discipline imposed for behavioral problems.

The Head Administrator may, in his/her sole judgment and discretion, reduce an expulsion for making a bomb threat to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability); or
- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

On a case by case basis, the head Administrator may reduce disciplinary action for all offenses involving firearms and knives.

Expulsion Procedure. The following procedure shall apply to Expulsions:

- Before enforcing the expulsion, the Student *and* his/her parent or guardian is provided a "Notice of Intent Expel," Form **3810.5**. The Notice shall provide the reasons for the proposed expulsion, the time and place for the hearing.
- The Student is provided a hearing not less than three or more than five days after receiving the Notice. The student may challenge or otherwise explain incident leading to the proposed expulsion. The hearing will be before the Head Administrator or his/her designee and the student may not call witnesses at the hearing.
- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Expulsion," Form **3810.6**. The written notification shall explain the reasons for the suspension. The form shall explain the right to appeal to the Governing Authority, the method of appealing to the Governing Authority, and the right to request that the hearing be held in executive session. If the expulsion is for more than twenty (20) school days or if the expulsion will extend into the following semester or school year shall, the notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the "Notice of Intent to Expel from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

The Head Administrator must continue to follow through on expellable offenses, even if the expelled student withdraws from the School prior to the hearing or Head Administrator's decision.

Emergency Expulsion

A student may be removed immediately from the School or School property—without following the suspension or expulsion procedures—if the Head Administrator or his/her designee determines the student's presence at the School creates (1) a health risk, (2) presents a danger to other persons or property or (3) seriously disrupt the School's function.

Additionally, a student may be immediately removed from curricular or extracurricular activities by a teacher. The student will be sent to the Head Administrator or his/her designee. The teacher must submit in writing the reasons for removal.

Emergency Expulsion Procedure. The following procedure shall apply to Emergency Expulsion:

- Once removed from the activity or school premises, the School shall provide the student written notice "Notice of Emergency Removal," Form **3810.1**, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.
- The hearing shall take place within the next school day from the time of the initial order. The hearing shall be held in accordance with the Expulsion hearing rules. The individual who ordered, caused, or requested the emergency expulsion shall present at the hearing.
- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.
- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Expulsion," Form **3810.6**. The written notification shall explain the reasons for the expulsion. The form shall explain the right to appeal to the Governing Authority, the method of appealing to the Governing Authority, and the right to request that the hearing be held in executive session. If the expulsion is for more than twenty school days or if the expulsion will extend into the following semester or school year shall, the notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the "Notice of Intent to Expel from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

Consultation with Mental Health Professional

Beginning 2018-2019 school year, the Head Administrator shall consult with a mental health professional under contract with the School prior to issuing an out-of-school suspension or expulsion for a student in any of grades pre-K through three. If the events leading up to suspension or expulsion indicate a need for additional mental health services, the Head Administrator or mental health professional must, without a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services. That assistance might include referral to an independent mental health professional. This does not limit a School's responsibility to provide special education and support services in the manner required by Ohio and federal law.

The School, its governing authority, and its employees shall be immune from civil damages for injury, death, or loss to person or property arising from a school employee's decision not to provide or procure mental health services for a suspended or expelled student, unless the decision is made with malicious purpose, in bad faith, or in a wanton or reckless manner.

Permanent Exclusion

The Head Administrator may seek permanent exclusion pursuant to the process outlined in Ohio Revised Code 3313.662. The acts (as provided under 3313.662) qualifying a student for permanent exclusion are specified. A student must be 16 or older (at the time the act was committed) and convicted or adjudicated delinquent for violating any of the following:

- 2923.122: Illegal conveyance or possession of a deadly weapon or dangerous ordnance or of object indistinguishable from firearm in a school safety zone.

Any of the following acts, if committed on property owned or controlled by, or at an activity held under the auspices of the school:

- 2923.12: Carrying Concealed Weapons
- 2925.03: Trafficking or Aggravated Trafficking of Drugs
- 2925.11: Possession of Controlled Substances (Other than minor drug offenses)

Any of the following acts, if committed on property owned or controlled by, or at an activity held under the auspices of the school if the victim was an employee of the school:

- 2903.01: Aggravated Murder
- 2903.02: Murder
- 2903.03: Voluntary Manslaughter
- 2903.04: Involuntary Manslaughter
- 2903.11: Felonious Assault
- 2903.12: Aggravated Assault
- 2907.02: Rape
- 2907.05: Gross Sexual Imposition
- Complicity for any of the above criminal acts, regardless of whether the complicity occurred on property owned or controlled by, or at an activity held under the auspices of the school.

After obtaining or receiving proof of the conviction or adjudication and determining that it is appropriate to seek permanent exclusion, the Head Administrator shall give the student and the student's parent, guardian, or custodian written notice that the Head Administrator intends to recommend to the Governing Authority that the Governing Authority adopt a resolution requesting the superintendent of public instruction to permanently exclude the pupil from public school attendance.

Sealed Records

The School shall comply with any court order regarding the sealing of a current or former student's records under R.C. 2151.357; provided, however, that the School shall retain records as permitted under R.C. 2151.357 for any student who has been permanently excluded under Sections 3301.121 and 3313.62 of the Revised Code, where those records are regarding an adjudication that the student is a delinquent child that was used as the basis for the student's permanent expulsions. Except as permitted by Sections 3301.121, 3313.662, or 2151.358 of the Revised Code, no officer or employee of the School shall release, disseminate, or otherwise make available records of a student which have been sealed pursuant to R.C. 2151.357 for any purpose involving employment, bonding, licensing, or education to any person or to any department, agency, or other instrumentality of the state or of any of its political subdivisions any information or other data concerning any arrest, taking into custody, complaint, indictment, information, trial, hearing, adjudication, or correctional supervision.

General Policies regarding Exclusion

While a student is excluded, whether suspended, removed, or expelled, the Governing Authority prohibits the Student from attending or participating in all School functions or entering the School. The Head Administrator may permit the student to do otherwise.

Reporting to the Department of Education

For each of school years 2018-2019, 2019-2020, 2020-2021, and 2021-2022, the School must report to the Department of Education the number of out-of-school suspensions and expulsions issued for any of its students in any of grades pre-K through three, placing each suspension or expulsion in one of the three categories.

Using the numbers reported for the 2018-2019 school year as a base line, each district or school must reduce the number of Category 3 suspensions according to the following schedule:

- 2017/2018: 0%
- 2018/2019: 0%
- 2019/2020: 25%
- 2020/2021: 50%
- 2021/2022: 100%

Additionally, the School must report to the Department of Education, information on whether the School has implemented a PBIS framework.

This policy will be posted in a central location. Additionally, this policy will be made available to students.

Ohio: R.C. 2151.357, 3301.121, 3313.66, R.C. 3313.661, R.C. 3313.662, R.C. 3313.664; R.C. 3321.13; R.C. 3314.03; 3314.146.

Cross Reference: Policy 4510, Tiered Student Discipline Program; Policy 4520, Transportation Discipline; Policy 4540, Disciplining a 504 Student; Policy 4550, Suspension & Expulsion Policy for Students with Disabilities.

(adopted June 19, 2019)

Policy No. **4540**

Disciplining a 504 Student

When a student that is disabled under Section 504 of the Rehabilitation act (a “504 Student”) violates the School’s code of conduct, the 504 Student shall be disciplined according to this policy.

If the 504 Student’s discipline is considered a Change in Placement, then the School shall follow the discipline in accordance with Policy **4530**, Suspension & Expulsion Policy. If the discipline is not considered a Change in Placement, then the School may discipline the 504 Student in the same way the School would discipline without disabilities.

A Change in Placement is defined as:

- the Student’s removal is for more than 10 consecutive days, or
- the Student has been subjected to a series of removals that constitute a pattern, and all the following exist:
 - the series of removals totals more than 10 school days in a year;
 - the student’s behavior is substantially similar to the student’s behavior in previous incidents that resulted in the series of removals; and
 - additional facts (length of each removal, total amount of time removed, proximity in time of the removals).

Adopted March 28, 2018

Attachment 11

IRN No. 009971

Community School Budget

County: Ashland

School Name: Ashland County Community Academy
Budget for Fiscal Year 2020-21

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	\$ 284,507.00			\$ 18,000.00							\$ 302,507.00
Retirement Fringe Benefits 200	\$ 111,940.00			\$ 3,060.00							\$ 115,000.00
Purchased Services 400	\$ 54,000.00	\$ 33,700.00	\$ 6,000.00	\$ 8,500.00	\$ 105,900.25	\$ 8,352.00	\$ 8,500.00			\$ 5,500.00	\$ 230,452.25
Supplies 500	\$ 19,000.00	\$ 4,000.00	\$ 21,500.00	\$ 350.00	\$ 2,500.00						\$ 47,350.00
Capital Outlay 600	\$ 3,000.00			\$ 2,400.00			\$ 3,500.00				\$ 8,900.00
Other 800	\$ 1,500.00		\$ 2,351.00	\$ 7,300.00							\$ 11,151.00
Total	\$ 473,947.00	\$ 37,700.00	\$ 29,851.00	\$ 39,610.00	\$ 108,400.25	\$ 8,352.00	\$ 12,000.00	\$ -	\$ -	\$ 5,500.00	\$ 715,360.25

Budget Per Pupil

Estimated Student Enrollment	95	\$4,988.92	\$396.84	\$314.22	\$416.95	\$1,141.06	\$87.92	\$126.32	\$0.00	\$0.00	\$57.89	\$7,530.11
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FY21 - May 2021 Submission

IRN No.: 9971

Type of School: Drop Out Recovery

Contract Term: 06/30/2021

County: Ashland

School Name: Ashland County Community Academy
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2018 through 2020, Actual and
 the Fiscal Years Ending 2021 through 2025, Forecasted

	Actual			Forecasted				
	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 664,316	\$ 621,547	\$ 746,039	\$ 746,000	\$ 746,000	\$ 746,000	\$ 746,000	\$ 746,000
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	10,176	11,700	6,763	8,500	7,000	7,000	7,000	7,000
Total Operating Receipts	\$ 674,492	\$ 633,247	\$ 752,802	\$ 754,500	\$ 753,000	\$ 753,000	\$ 753,000	\$ 753,000
Operating Disbursements								
100 Salaries and Wages	\$ -	\$ -	\$ 285,303	\$ 310,000	\$ 319,300	\$ 328,879	\$ 338,745	\$ 348,908
200 Employee Retirement and Insurance Benefits	-	-	107,125	90,000	97,200	104,976	113,374	122,444
400 Purchased Services	781,778	956,281	191,320	165,000	169,950	175,049	180,300	185,709
500 Supplies and Materials	6,894	8,606	14,348	32,000	15,000	15,375	15,759	16,153
600 Capital Outlay -New	3,763	5,279	7,157	8,000	8,200	8,405	8,615	8,831
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	1,239	17,605	55,735	23,500	24,088	24,690	25,307	25,940
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 793,674	\$ 987,771	\$ 660,988	\$ 628,500	\$ 633,738	\$ 657,373	\$ 682,101	\$ 707,984
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (119,182)	\$ (354,524)	\$ 91,814	\$ 126,000	\$ 119,263	\$ 95,627	\$ 70,899	\$ 45,016
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ (119,182)	\$ (354,524)	\$ 91,814	\$ 126,000	\$ 119,263	\$ 95,627	\$ 70,899	\$ 45,016
Fund Cash Balance Beginning of Fiscal Year	\$ 665,268	\$ 546,086	\$ 191,562	\$ 283,376	\$ 409,376	\$ 528,639	\$ 624,265	\$ 695,164
Fund Cash Balance End of Fiscal Year	\$ 546,086	\$ 191,562	\$ 283,376	\$ 409,376	\$ 528,639	\$ 624,265	\$ 695,164	\$ 740,180

Assumptions

	Actual			Forecasted				
	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
<u>Staffing/Enrollment</u>								
Total Student FTE	103	91	100	95	100	100	100	100
Instructional Staff	6	6.00	6.00	5.00	5.00	5.00	5.00	5.00
Administrative Staff	1	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Other Staff	3.45	3.45	3.45	3.00	3.00	3.00	3.00	3.00
<u>Purchased Services</u>								
Rent	\$ 72,036.00	\$ 74,520.00	\$ 81,557.14	\$ 82,355.00	\$ 86,472.75	\$ 90,796.39	\$ 95,336.21	\$ 100,103.02
Utilities	17,820.00	16,353.00	17,253.00	15,617.00	\$ 16,007.43	\$ 16,407.61	\$ 16,817.80	\$ 17,238.25
Other Facility Costs	1,470.00	4,480.00	5,280.00	6,000.00	\$ 6,150.00	\$ 6,303.75	\$ 6,461.34	\$ 6,622.88
Insurance	3,190.00	1,315.00	1,352.00	1,500.00	\$ 1,537.50	\$ 1,575.94	\$ 1,615.34	\$ 1,655.72
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	20,000.00	20,000.00	13,045.00	23,502.00	23,972.04	24,451.48	24,940.51	25,439.32
Audit Fees	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Transportation	4,104.00	25,534.00	1,113.00	15,500.00	15,887.50	16,284.69	16,691.80	17,109.10
Legal	40,302.82	32,431.27	8,895.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Marketing	-	-	-	-	-	-	-	-
Consulting	-	-	-	-	-	-	-	-
Salaries and Wages	415,524.00	528,578.00	53,934.86	-	-	-	-	-
Employee Benefits	195,112.18	239,971.73	-	-	-	-	-	-
Special Education Services								
Technology Services		8,787.00	8,890.00	5,526.00	4,922.79	4,228.65	3,436.96	2,540.67
Food Services	4,500.00							
Other	7,719.00	4,311.00		-				
Total	\$ 781,778.00	\$ 956,281.00	\$ 191,320.00	\$ 165,000.00	\$ 169,950.01	\$ 175,048.50	\$ 180,299.96	\$ 185,708.95
<u>Financial Metrics</u>								
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%	-11.65%	9.89%	-5.00%	5.26%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	40.29%	35.57%	11.78%	2.50%	2.50%	2.50%	2.50%
Growth in Operating Receipts	0.00%	-6.11%	18.88%	0.23%	-0.20%	0.00%	0.00%	0.00%
Growth in Non-Operating Receipts/Expenses	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Days of Cash	0.84	0.55	0.29	0.45	0.65	0.80	0.92	0.98

Assumptions Narrative Summary

Fiscal Year 20XX-20XX 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)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

Five-Year Forecast

State Foundation Payments: ACCA had assumed flat state funding levels through the forecast period. The funding levels were based upon an enrollment of approximately 95 students. However, enrollment has been a priority for ACCA over the past year and retention and recruitment has helped to increase enrollment. The current enrollment is at 95.99 students which has resulted in an increase in foundation payments of over \$86,000. This has significantly improved ACCA's financial forecast from November of 2020.

Furthermore, due to the recent budget reductions ACCA is anticipated experience a reduction of approximately \$8,500 this fiscal year. It is anticipated that funding levels will increase due to the biannual budget but the increases are not included until the budget is

Operating Receipts:

Operating Disbursements:

Salaries and Wages: Prior to September of 2019, the local ESC processed ACCA's salary and benefit obligations. ACCA is now processing all salary and benefit payments that resulted in projects starting in FY 2019-20. However, the projects for FY 2019-20 only reflected 22 payments since the ESC was processing payment for the first two months. The projections starting in FY 2020-21 through FY 2024-25 reflect a full 24 payment cycle. Furthermore, the projections also include a 2.5 percent increase in salaries starting in FY 2020-21. Lastly, there was a turnover in staff that resulted in hiring staff at lower rates; reducing the salary obligations. (See Purchased Services for offsetting costs)

Employee Retirement and Insurance Benefits: Employee Retirement and Insurance Benefits reflect an actual cost for FY 2019-20 with a 5 percent increase starting in FY 2020-21 to account for the increase in health insurance costs. As with Salaries and Wages, the ESC processed benefits obligation which resulted in a lower projection for FY 2019-20. (See Purchased Services for offsetting costs)

Purchased Services: Purchased Services are projected to decrease by over 78 percent or \$765,000 in FY 2019-20. This decrease is a direct result of not having the ESC process Salaries and Employee Retirement and Insurance Benefits. The majority of the remaining of the costs consist of rent, utilities, ITC services and sponsorship fees. During the forecasted period, the items within purchased services were increased by 2.5-3.0 percent to account for inflationary increases.

Other Notes:

Enrollment – Enrollment had declined since 2017 by approximately 20 students. This decline has impacted state funding that has a direct correlation with prior projections of a negative cash balance. ACCA had made it a priority to boost enrollment by maintaining current students and actively recruiting prospective students.

Debt – ACCA currently does not have any debt to report.

Fund Balance – ACCA is not projecting deficit spending during the forecasted period. The District will take proactive steps to avoid any future deficits. It has been communicated to the Board that enrollment will need to be 100+ to maintain a positive cash balance.

Attachment 12

Ashland County Community Academy

Ashland, Ohio

Treasurer Contract

The Employment Contract is entered into this 22nd day of July, 2020, by and between Ashland County Community Academy, hereinafter called the Board, and James Hudson, hereinafter called the Treasurer. The Board and Treasurer, for the consideration herein specified, agree as follows:

1) TERM OF CONTRACT

The Board in accordance with its action as found in its minutes held on 22nd day of July, 2020, hereby employees, and the Treasurer hereby accepts employment as Treasurer of School for a period commencing on August 1st, 2020, and ending July 31, 2021.

2) PROFESSIONAL CERTIFICATION

The Treasurer shall maintain and furnish to the Board evidence of his maintaining, throughout the life of this Contract, a valid and appropriate certificate to act as Treasurer of School of this district in accordance with the laws of the State of Ohio.

3) DUTIES

The Treasurer shall preform all duties as prescribed by law and as are consistent with Board policy.

The Treasurer shall preform all duties specified in the job description for the Treasurer as adopted by the Board, or as it may be amended from time to time during the term of this Contract. Such job description, as so amended, is hereby incorporated in this Contract references as if fully restated herein.

4) ADMINISTRATIVE AUTHORITY

The Treasurer shall have authority to administer in compliance with Board policy and all applicable Federal and State laws.

5) COMPENSION

The Board shall pay the Treasurer a monthly rate of five-hundred (\$550.00) to be paid in twenty-four (24) equal installments, or in accordance with current Board policy for payment of district employees. This annual rate of pay, hereafter know as base compensation, shall increase at the discretion of the Board of Education, but in no event the Treasurer's salary be reduced, except as provided by law.

Any adjustment in salary made during the term of this Contact shall be as addendum to this Contract subject to the terms and conditions set forth herein and such adjustment of modification shall not construed as a new Contract or as any extension to the term of employment unless expressed provided by the Board.

6) OTHER COMPENSATION

A. The Board shall reimburse the Treasurer for all actual and necessary travel including travel to ACCA's facilities. Furthermore, other expenses required in the performance of the official duties during the employment under this Contract subject to such limitations as provided by law and Board policy.

B. The Board shall pay the Treasurer's contributions to the School Employees Retirement System (SERS) at the current employee's rate. In addition, as additional compensation, the Board shall "pick up" (pay directly) the employee's share of the Treasurer's total retirement contribution each year to SERS on behalf of the Treasurer, plus all retirement contribution on such picked up amount, During the term of this contract, this pick-up shall be a condition of the Treasurer's employment in the District and shall not be at the Treasurer's option. It is the intention of the parties that this pick-up amount be included in the Treasurer's compensation of the purpose of calculation of retirement benefits.

After this Agreement is entered into, if Ohio law is modified to prohibit the Board from paying the Treasurer's SERS member contributions as a fringe benefit pick-up (i.e., in accordance with the above paragraph) the Board's pick-up of the Treasurer's SERS member contribution shall be converted to a 'salary reduction; type of pick-up under IRC Section 414 (h), and the annual salary of the Treasurer shall be increased by an amount that will result in the federal taxable income of the Treasurer (after salary reduction pick-up) being the same as if the fringe benefit pick-up was in effect. Notwithstanding the foregoing, any such adjustment of the annual salary of the Treasurer shall not be included in the calculations of the Treasurer's per diem rate under Paragraph five (5) of this Agreement.

C. The Board shall reimburse the Treasurer \$50 a month for cell phone allowance.

7) SERS OBLIGATIONS CLAUSE

The Treasurer has been notified as required by O.R.C. 3309.53 of all duties and obligations under O.R.C. Chapter 3309 pertaining to the School Employees Retirement System as a condition of his employment.

8) DAYS TO BE WORKED

The Treasurer shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during nonbusiness hours.

9) SICK DAYS

The Treasurer shall be entitled to the use of accumulated sick leave in accordance with Ohio law and Board policy. There shall be no limit to the number of sick leave days accumulated.

10) EVALUATION

The Board shall evaluate the Treasurer annually. The Board President and Vice President shall present the evaluation to the Treasurer.

11) INDEMNIFICATION

Except for findings for recovery in an audit report pursuant to Section 117.28 of the Ohio Revised Code, the Board agrees that it shall indemnify, defend, and hold harmless the Treasurer from any and all civil demands, claims, suits, and legal proceedings, whether threatened or instituted, against the Treasurer in an individual capacity, or in an official capacity as agent and employee of the Board, provided the incident arose while the Treasurer was acting within the scope of employment (excluding criminal litigation) and in the good faith belief that such conduct was lawful and in the best interests of the District, and any such liability coverage is within the authority of the Board to provide under state law. The Board's liability under this paragraph shall not exceed the amount provided by insurance purchased by the Board for this purpose or the amount appropriated by the Board for this purpose; whichever is greater. Except that in no case will individual Board members be considered personally liable for indemnifying the Treasurer against such demands, claims, suits, actions and legal proceeding.

This section shall not apply to disputes between the Treasurer and Board.

12) CONTRACT TERMINATION

This Employment Contract may be terminated by:

A. Mutual agreement of the parties;

B. Retirement, disability, or death of the Treasurer;

C. Termination by the Board in accordance with the laws of Ohio.

Throughout the term of this Contract, the Treasurer shall be subject to discharge for good and just cause. Prior to discharge the Treasurer shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board. If the Treasurer chooses to be accompanied by legal counsel at the hearing, said legal expenses will be incurred by the Board.

13) SAVINGS CLAUSE

If any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect. Further, this Contract does not constitute any obligation either written or implied for reemployment beyond the terms forth herein.

James Hudson

Treasurer – Date

James Hudson

Thomas Gaus 11-03-2020

President - Date

PUBLIC OFFICIAL BOND
(Definite Term)

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Bond No. 107256319

KNOW ALL MEN BY THESE PRESENTS, That we James Hudson of Ashland County Community Academy, as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Ohio, as Obligee, in the penal sum of Forty Thousand (\$40,000) Dollars, lawful money of the United States of America, for the payment of which well and truly to be made, said Principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been appointed to the office of Treasurer for a definite term beginning 8/1/2020, and ending 8/1/2022, and is required to furnish a bond for the faithful performance of the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden Principal shall (except as hereinafter provided) faithfully perform the duties of his/her said office or position during the said term, and shall pay over to the persons authorized by law to receive the same all moneys that may come into his/her hands during the said term without fraud or delay, and at the expiration of said term, or in case of his/her resignation or removal from office, shall turn over to his/her successor all records and property which have come into his/her hands, then this obligation to be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of any public fund resulting from the insolvency of any bank or banks in which said funds are deposited; and, if this provision shall be held void, this entire bond shall be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by giving to the obligee a written notice of its desire so to cancel and at the expiration of thirty (30) days from the receipt of such notice by the obligee the surety shall be completely released as to all liability thereafter accruing. If this provision shall be held void, this entire bond shall be void.

SEALED and dated this 30th day of July, 2020.

Witness

By: _____

James Hudson of Ashland County Community Academy,
Principal

Travelers Casualty and Surety Company of America

By: _____

Jennifer S. Johnston, Attorney-in-Fact

Attachment 13

COVERAGE DOCUMENT DECLARATIONS

Contract Number: SD-003D

Member Name: Ashland County Community Academy
 Address: 716 Union Street
 City: Ashland

State: OH Zip Code: 44805

Agency Name: Spreng-Smith Agency, Inc.
 Address: 320 College Avenue
 City: Ashland

State: OH Zip Code: 44805

Inception: July 1, 2020 12:01 a.m.
 Expiration: July 1, 2021 12:01 a.m.

	COVERAGES	LIMITS	MEMBER DEDUCTIBLE
I. PROPERTY			
Building & Business Personal Property Limit including Property Extensions of Coverage (attached) As Reported to SORSA; Subject to \$350,000,000 Pool Limit, any one occurrence	\$	250,000	\$ -
Earth Movement per Occurrence	\$	2,000,000	\$ 50,000
Annual Aggregate all members	\$	8,000,000	
Flood Limit (Zone A or V Excluded)	\$	2,000,000	\$ 50,000
Annual Aggregate all members	\$	8,000,000	
II. EQUIPMENT BREAKDOWN (PD, BI and EE), in any one accident:			
As Reported to SORSA; Subject to \$300,000,000 Pool Limit	\$	250,000	\$ -
Hazardous Substance, any one accident:			
Ammonia Contamination:	\$	250,000	\$ -
Any other substance:	\$	250,000	\$ -
Water Damage, in any one accident:	\$	250,000	\$ -
Consequential Damage, in any one accident	\$	250,000	\$ -
III. CRIME			
Employee Theft Including Faithful Performance of Duty, in any one occurrence	\$	1,000,000	\$ 1,000
Forgery or Alteration, in any one occurrence	\$	1,000,000	\$ 1,000
On Premises, in any one occurrence	\$	1,000,000	\$ 1,000
In Transit, in any one occurrence	\$	1,000,000	\$ 1,000
Money Orders and Counterfeit Money, in any one occurrence	\$	1,000,000	\$ 1,000
Computer Crime, in any one occurrence	\$	1,000,000	\$ 1,000
Computer Program and Electronic Data Restoration Expense, in any one occurrence	\$	350,000	\$ 1,000
Funds Transfer Fraud, in any one occurrence	\$	1,000,000	\$ 1,000
Social Engineering Fraud, in any one occurrence	\$	1,000,000	\$ 1,000
Telecommunication Fraud, in any one occurrence	\$	200,000	\$ 1,000

This Coverage Document is not binding unless signed by an authorized representative of SORSA.



PROPERTY EXTENSIONS OF COVERAGE DECLARATIONS

	Standard Limits	Additional Limits	Total Limits
Accounts Receivable, in any one occurrence	\$ 1,000,000		\$ 1,000,000
Arson Reward	\$ 5,000		\$ 5,000
Automobile Physical Damage, in any one occurrence	Optional	\$ -	\$ -
Backup of Sewers and Drains	\$ 2,000,000		\$ 2,000,000
Business Income, in any one occurrence	\$ 2,000,000	\$ -	\$ 2,000,000
Ordinary Payroll: Excluded			
Dependent Property, in any one occurrence	\$ 250,000		
Ordinance or Law - Increased period of restoration, in any one occurrence	\$ 250,000		
Newly Acquired Locations, in any one occurrence (120 days)	\$ 250,000		
Undescribed Premises, in any one occurrence	\$ 500,000		
Civil Authority 30 days			
Extended Business Income at 60 days			
Claim Data, in any one occurrence	\$ 100,000		\$ 100,000
Claim Data Expense, in any one occurrence	\$ 25,000		\$ 25,000
Covered Property at an Undescribed Premises, in any occurrence	\$ 1,000,000		\$ 1,000,000
Covered Property in Transit, in any one occurrence	\$ 100,000		\$ 100,000
Debris Removal (additional), in any one occurrence	\$ 250,000		\$ 250,000
Electronic Data Processing Equipment Data and Media, in any one occurrence	\$ 1,250,000	\$ -	\$ 1,250,000
Extra Expense, in any one occurrence	\$ 2,000,000	\$ -	\$ 2,000,000
Ordinance or Law - Increased period of restoration, in any one occurrence	\$ 50,000		
Newly Acquired Locations, in any one occurrence (120 days)	\$ 50,000		
Undescribed Premises, in any one occurrence	\$ 50,000		
Civil Authority 30 days			
Claim Data, in any one occurrence	\$ 25,000		\$ 25,000
Fine Arts, in any one occurrence	\$ 250,000	\$ -	\$ 250,000
Fire Department Service Charge / Fire Protective Equipment Discharge	Included		Included
Inventory expense after a loss	Included		Included
Mobile Equipment, in any one occurrence	Optional	\$ -	\$ -
Musical Instruments, Athletic Equipment, or Band & Athletic Uniforms, in any one occurrence	\$ 1,000,000	\$ -	\$ 1,000,000
Newly Constructed or Acquired Property, at any one building			
In any one occurrence	\$ 5,000,000		\$ 5,000,000
Number of days: 120			
Ordinance or Law			
Loss to Undamaged Portion, in any one occurrence	\$ 1,000,000		\$ 1,000,000
Demolition, in any one occurrence	Included		Included
Increased Cost of Construction, in any one occurrence	Included		Included
Outdoor Property including debris Removal, in any one occurrence	\$ 1,000,000		\$ 1,000,000
Trees, shrubs and plants (maximum per item)	\$ 1,000		\$ 1,000
Lawn limit (per occurrence)	\$ 2,000		\$ 2,000
Personal effects of students/employees for perils except theft			
Student	\$ 1,500		\$ 1,500
Employee	\$ 3,000		\$ 3,000
In any one occurrence	\$ 100,000		\$ 100,000
Pollutant Cleanup and Removal, aggregate in any one coverage document year	\$ 100,000		\$ 100,000
Preservation of Property	Included		Included
Protection of Property	\$ 250,000		\$ 250,000
Theft Damage Repair to Non-Owned Buildings	\$ 100,000		\$ 100,000
Errors and Omissions, in any one occurrence	\$ 1,000,000		\$ 1,000,000
Utility Services in any one occurrence - Direct Damage including Boiler and Machinery	\$ 500,000		\$ 500,000
Valuable Papers, in any one occurrence	\$ 1,000,000		\$ 1,000,000

COVERAGE DOCUMENT DECLARATIONS

Contract Number: SD-003D

Member Name: Ashland County Community Academy
 Address: 716 Union Street
 City: Ashland

State: OH

Zip Code: 44805

Agency Name: Spreng-Smith Agency, Inc.
 Address: 320 College Avenue
 City: Ashland

State: OH

Zip Code: 44805

Inception: July 1, 2020 12:01 a.m.
 Expiration: July 1, 2021 12:01 a.m.

COVERAGES	LIMIT OF LIABILITY	MEMBER DEDUCTIBLE	
I. GENERAL LIABILITY – Occurrence Form			
Bodily Injury and Property Damage per Occurrence	\$ 15,000,000	\$	-
Personal Injury/Advertising Liability per Occurrence	\$ 15,000,000	\$	-
Products/Completed Operations per Occurrence	\$ 15,000,000	\$	-
Employers Stop Gap Liability			
Bodily Injury by Accident, Each Accident	\$ 15,000,000	\$	-
Bodily Injury by Disease, Each Employee	\$ 15,000,000	\$	-
Bodily Injury by Disease, Policy Limit	\$ 15,000,000	\$	-
General Annual Aggregate	\$ 17,000,000	\$	-
Fire Legal Liability	\$ 500,000	\$	-
Medical Payments, Per Person / Each Accident	\$10,000/\$25,000	\$	-
II. EDUCATORS' LEGAL LIABILITY – Claims Made Form			
Wrongful Acts Coverage per Occurrence	\$ 15,000,000	\$	-
Wrongful Acts Coverage Aggregate	\$ 15,000,000		
Retroactive Date	2/1/2002		
Employee Benefits Liability	\$ 15,000,000	\$	-
Retroactive Date	2/1/2002		
III. AUTOMOBILE LIABILITY			
Bodily Injury & Property Damage - per Occurrence (including owned/hired/non-owned)	\$ 15,000,000	\$	-
Medical Payments, Per Person / Each Accident	\$10,000/\$25,000	\$	-
Uninsured/Underinsured Motorist	\$1,000,000 Aggregate	\$	-
Garagekeepers Legal Liability	ACV (\$500,000 maximum)	\$	-
Additional Defense Costs per Occurrence Applies to Sections I., II., and III. Above	\$ 500,000	\$	-
IV. AUTOMOBILE PHYSICAL DAMAGE	Actual Cash Value (ACV)*	\$	-
As Reported to SORSA; Subject to \$10,000,000 Pool Limit, in any one occurrence			

*For buses 5 years or newer, the value will be determined at Replacement Cost. For buses over 5 years, the value will be determined at the Actual Cash Value as if the bus is 5 years newer.

This Coverage Document is not binding unless signed by an authorized representative of SORSA.



Attachment 14

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made and executed at Ashland, Ohio by and between **Enterprise Parkway Two, LLC**, an Ohio Limited Liability Company, (hereinafter collectively referred to as the "Lessor"), and **Ashland County Community Academy** (hereinafter referred to as the "Lessee").

WHEREAS, Lessor owns or controls certain property that Lessee desires to lease; and

WHEREAS, the parties desire to reduce their understanding to writing concerning the respective obligations of the parties.

Upon the terms, covenants and conditions hereinafter set forth, Lessor leases to Lessee and Lessee leases from Lessor the premises described in Section 2 below:

1. **Use of Premises.** The Premises shall be used solely for office and classrooms.
2. **Leased Premises.** The Premises shall be approximately **10,500 square feet** located at 716 Union Street, Ashland, Ohio 44805 Lessee, its customers, employees, and invitees, shall have full access to the Premises. An additional space (hereinafter called "Additional Space"), of approximately **3,336 square feet, has been made available for Lessee's use, at no charge, for a period of 2 years, commencing on August 1, 2017 and shall terminate on July 31, 2019.** The term "Premises" shall hereinafter refer to, and include, the term "Additional Space", unless the context clearly indicates otherwise.
3. **Term and Non-Terminability.** This Lease is for **one hundred-twenty (120) full and complete months.** This lease shall commence on **September 1, 2018** (the "Commencement Date"), and shall terminate upon the completion of the aforesaid months (hereinafter called the "Expiration Date"), which will be **August 31, 2028.**

Lessee covenants and agrees that it will remain obligated under this Lease in accordance with its terms and that Lessee will not take any action to terminate, rescind, or void this Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Lessor or any assignee of Lessor. Lessee will remain obligated under this Lease regardless of any action with respect to this Lease which may be taken by any trustee or receiver of Lessor or of any assignee of Lessor in any proceeding or by any court in any proceeding.

This Lease shall not terminate and Lessee's duties shall not be affected by the prohibition, limitation or restriction of Lessee's use of the Premises, or interference with such use by any private person or corporation. The rent and all other charges payable under this Lease shall continue to be payable and the obligations of Lessee shall continue unaffected, for so long as Lessor or a successor in title which takes subject to this Lease owns the Premises.

If not sooner terminated, this Lease shall terminate on the Expiration Date without the necessity of any notice from either Lessor or Lessee to terminate the same, and Lessee hereby waives notice to vacate or quit the Premises and agrees that Lessor shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a lessee holding over to the same extent as if such notice had been given. Lessee hereby agrees that if it fails to surrender the Premises at the end of the primary term hereof, Lessee will be liable to Lessor for any and all damages which Lessor shall suffer by reason thereof, and Lessee will indemnify Lessor against all claims and demands made by any succeeding Lessee against Lessor founded upon delay by Lessor in delivering possession of the Premises to such succeeding Lessee.

Notwithstanding anything to the contrary contained in this Lease, Lessor and Lessee agree that if Lessee completely and permanently ceases its operations prior to the Expiration Date, then Lessee's total liability for the payment of any rent or additional rent under this Lease shall be limited to a period not to exceed twenty-four (24) months from the later of either: the date that Lessee completely and permanently ceases its operations or the date that Lessee notifies Lessor of the complete and permanent cessation of Lessee's operations.

4. **Reserved.**

5. **Rent.** Beginning on the Commencement Date, Lessee shall pay **\$6,210.00** per month, in advance, on the first day of each calendar month during the term. Lessee shall pay such rent without any set-off, deduction or prior demand therefor whatsoever, in advance, in monthly installments on the first day of each month during the term of this Lease.

5(a). **Additional Rent.** Starting August 1, 2019, the Additional Space will be added to the lease for an additional **\$1,000.00 (One Thousand dollars)** per month and will terminate on the Expiration Date of the lease, **August 31, 2028**. Making the new lease amount to be **\$7,210.00 (Seven Thousand, Two Hundred and Ten dollars)** per month.

5(b). ***Should the Additional Space no longer be needed during the term of the lease, the Lessee will need to forfeit and vacate the space. At which time, a 2.5% increase will be added to the lease amount of \$6,210.00, making the new lease amount \$6,365.25 (Six Thousand, Three Hundred Sixty Five Dollars and Twenty Five Cents) for the remainder of the lease, expiring August 31, 2028.***

6. **Covenants of Lessee.** Lessee hereby covenants with Lessor that during the term of this Lease:

(a) **Payment of Rent.** As provided in Section 5 above, Lessee will promptly pay the rent when due to Lessor at its office at **1380 Enterprise Parkway, Ashland, Ohio 44805**, or at such other place as Lessor may designate to Lessee.

(b) **Utilities.** Lessee shall pay during the Lease term hereof all electrical, water, telephone and/or other utility charges in connection with its occupancy and use of the Premises, including the costs of operating and maintaining all equipment, all business licenses and similar permit fees.

Lessee shall be responsible for establishing any accounts with such utility providers as Lessee may require for its operation, and further shall be solely responsible for and promptly pay all charges for such utilities.

(c) **Payment by Check.** Payment by check shall always be subject to timely collection of the funds represented by the check. If any check tendered by or on behalf of Lessee in payment of any sum due under this Lease is dishonored and returned to Lessor for any reason, Lessee shall be charged the sum of One Hundred Dollars (\$100.00) for each such check, which shall be payable as rent, to defray the expense of handling, processing and bookkeeping. Lessee shall promptly replace any dishonored check with a check which is the direct obligation of a bank or savings and loan institution (certified check, cashier's check, official check or money order). The amount of the replacement check shall be in the aggregate amount of the payment tendered, plus the late charges provided in Section 6 (q) in this Lease, plus the One Hundred Dollar (\$100.00) charge required by this paragraph.

(d) **Taxes.** Lessor shall, at its sole expense, be responsible for all real estate taxes and assessments assessed against the Premises.

(e) **Interior Maintenance and Repair.** Lessee, at its sole expense, shall keep and maintain the interior of the Premises, including fixtures and improvements thereon and personal property therein or thereon, in good order, repair, and operating condition. Lessee is responsible for heating and cooling equipment and all electrical problems. Lessee will not commit or suffer to be committed any waste upon or about the Premises, and shall promptly, at its own cost and expense, make all necessary repairs, whether ordinary or extraordinary, foreseen or unforeseen, to maintain the interior of the Premises, including all fixtures and leasehold improvements thereon, as the same were in at the commencement of the term of this Lease (ordinary wear and tear excepted).

Lessee shall be responsible for and shall bear all costs associated with the removal from the Premises of all garbage, rubbish and debris and shall keep the Premises neat and clean.

(f) **Exterior and Grounds Maintenance.** Lessee shall maintain the exterior of the Premises including the parking lot, lighting, painting, snow removal, sanitation and refuse disposal, landscaping and sidewalks, in good order and repair, keeping them clear from all rubbish, debris, dirt, ice, snow, or other obstacles. Lessee shall keep and maintain the foundation, exterior walls and roof of the building in which the Premises are located and the structural portions of the Premises, including doors, door frames, door checks, windows and window frames located in exterior building walls, in good repair. Lessor shall not be called upon to make any other improvements or repairs of any kind upon the Premises and appurtenances.

(g) **Lessee's Use and Occupancy.** Lessee will use the Premises in a careful, safe, and proper manner; will carefully control and guard all machines and equipment, and fires that may be operated therein; and will keep all HVAC, plumbing and sewer systems free from obstructions and will not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which utilities are supplied to the Premises. Lessor warrants the plumbing and sewer systems are free from obstructions and working properly at the Commencement Date.

(h) **Compliance with Laws and Regulations.** Lessee will not use or occupy the Premises for any unlawful purpose and, at its sole cost and expense, Lessee shall comply with and shall cause the Premises to comply with (1) all present and future federal, state, county, municipal and other applicable governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof or the occupation or use thereof, including specifically but not limited to CERCLA (Comprehensive Environmental Response Compensation and Liability Act), RCRA (Resource Conservation and Recovery Act) and OSHA (Occupational Safety and Health Act), and those which require the making of any unforeseen or extraordinary changes, whether or not such statutes, etc., which may be hereafter enacted, involve a change of policy on the part of the governmental body enacting the same; and (2) all rules, orders and regulations of the National Board of Fire Underwriters (or other similar organizations exercising similar functions) in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises. In addition, Lessee agrees to indemnify and hold harmless Lessor for any violation of any environmental or other governmental law, rule or regulation caused by Lessee's use of the Premises.

(i) **Lessor's Entry.** Lessee will permit Lessor or their agents or other representatives to enter upon the Premises, at reasonable times, to examine the condition of the same.

(j) **Surrender of Premises.** At the end of the term of this Lease, Lessee will

surrender and deliver up the Premises in as good order and condition as the same now are, normal wear and tear excepted.

(k) **Restriction Against Mechanic's Liens.** Lessee covenants and agrees that it shall not, during the term of this Lease, permit any lien to be attached to or upon the Premises or any part of the Premises by reason of any act or omission on the part of Lessee. Lessee agrees to save and hold the Lessor harmless from or against any lien or claim of lien. If any lien does attach, and is not released within thirty (30) days after notice to Lessee, or if Lessee has not indemnified Lessor against the lien within the thirty (30) day period, Lessor, in their sole discretion, may pay and discharge the lien and relieve the Premises. Lessee agrees to repay and reimburse Lessor upon demand, as additional rent, for any amount paid by Lessor to discharge a lien with interest, at a rate equal to the lower of fifteen percent (15%) per annum or the highest rate allowed by the law of the State of Ohio.

Lessee shall be responsible for preparing and filing, subject to Lessor's review and approval, all notices of commencement and other documents required of property owners by Ohio's Mechanic's Lien Law. Notwithstanding the above, Lessee may in good faith contest any mechanic's, laborer's, material men's or other liens filed or established against the Premises. Lessee may permit the items so contested to remain undischarged and unsatisfied during the period of the contest and any appeal therefrom, unless the nonpayment of any of the items would materially endanger the interest of the Lessor or the Premises or any portion would be subject to loss or forfeiture. If nonpayment would impair the Lessor's interest or subject the Premises to loss or forfeiture, Lessee shall promptly pay, satisfy and discharge all unpaid items or secure the payment by posting a bond, in a form satisfactory to Lessor; provided, however, that Lessee shall first notify the Lessor of its intention to contest the lien. Lessor will cooperate fully with the Lessee in any such contest. Lessee shall defend and hold harmless the Lessor from any loss, cost or expenses Lessor may incur related to any contest.

(l) **Fixtures, Equipment, Additions and Leasehold Improvements.** Lessee will pay for all business fixtures installed in and leasehold improvements made to the Premises for Lessee's use and as required by Lessee. Lessee may make such leasehold improvements to the Premises as may be acceptable to Lessor upon a showing of Lessee's reasonable need for such leasehold improvements. All leasehold improvements (as distinguished from business fixtures and equipment) installed in or upon the Premises at any time shall not be removed from the Premises at any time, unless such removal is consented to in advance and in writing by Lessor. At the expiration of this Lease (either upon the Termination Date or upon such earlier termination as provided in this Lease), all such leasehold improvements shall be deemed to be a part of the Premises, shall not be removed by Lessee when it vacates the Premises, and title thereto shall vest solely in Lessor without payment of any kind to Lessee, provided all containers of hazardous substances shall be removed by Lessee. Lessee shall have use of the existing warehouse racks in the Premises provided they are properly maintained and returned to Lessor at the Expiration Date in the same condition as they existed on the Commencement Date.

So long as Lessee shall not be in default of any terms or covenants of this Lease, all business fixtures and equipment (as distinguished from leasehold improvements and fixtures) owned by Lessee and installed in the Premises shall remain the property of Lessee and shall be removable at any time, including upon the expiration of the term hereof; provided, however, that Lessee shall repair any damage to the Premises caused by the removal of such business fixtures and equipment, and shall restore the Premises to substantially the same condition as it existed prior to the installation of such business fixtures and equipment, normal wear and tear excepted.

(m) **Public Liability Insurance.** At its sole cost and expense, Lessee will procure and maintain in force during the term of this Lease policies of public liability and property damage insurance, covering both Lessee and Lessor (as an additional named insured) against liability or damage to all persons or property while in or on the Premises, the entryways thereto, and sidewalks and streets abutting thereon, with limits of not less than \$1,000,000 in general aggregate. Such policies of insurance shall be with companies and through brokers approved by Lessor. Each such policy shall contain an endorsement for the benefit of Lessor as an additional named insured, and each such policy shall contain an agreement or endorsement that such policy will not be cancelled by the insurer without at least ten days prior notice to Lessor and Lessee.

(n) **Fire and Extended Coverage Insurance.** Lessee shall procure and maintain fire and extended coverage casualty insurance on the Building, including all additions and leasehold improvements thereto showing Lessor as an additional named insured. Lessee shall forward a copy of the insurance bill from the commercial insurer for such insurance to Lessor.

Lessee shall obtain such coverage as it may desire upon all personal property located in or upon the Premises and owned or otherwise in the possession of Lessee (including specifically, but not by way of limitation, inventory, stock in trade, equipment, and fixtures).

(o) **Indemnity by Lessee.** Lessee shall indemnify, hold harmless and defend Lessor from and against any and all claims, actions, damages, liability and expense (including, but not limited to, fees of attorneys and other professional fees) in connection with:

(i) Any failure of Lessee to perform its obligations as provided in Section 6(h);

(ii) Any loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Lessee (or any other party using the Premises under Lessee) of the Premises or any part thereof, occasioned wholly or in part by any act or omission of the Lessee, its officers, employees, contractors, agents or invitees; or

(iii) By any failure of Lessee to abide by or perform any other term, covenant or condition of this Lease.

(p) **Assignment and Subletting.**

(i) Lessee covenants not to assign this Lease, sublet all or any part of the Premises or allow a change in the ownership of the leasehold interest without the prior written consent of the Lessor, which consent may be withheld for any reason. **THE RIGHT OF LESSOR TO APPROVE OR DISAPPROVE OF A SUBLESSEE SHALL BE IN LESSOR'S SOLE DISCRETION AND SUCH RIGHT SHALL BE UNRESTRICTED AND UNFETTERED.** An assignment for the benefit of creditors of Lessee or by operation of law shall not be effective to transfer or assign the Lessee's interest without and unless the Lessor first consents in writing. If a sublease or assignment is made as provided in this section, Lessee shall pay Lessor a charge of Five Hundred Dollars (\$500.00) to reimburse Lessor for all of the necessary legal and accounting services required.

(ii) Any assignment or subletting by Lessee shall not result in Lessee being released or discharged from any liability under this Lease. As a condition to Lessor's prior written consent as provided for in this section, the assignee(s) or subtenant(s) shall agree in writing to comply with and be bound by all of the terms of this Lease.

(iii) Lessor's consent to any assignment, encumbrance, subletting, occupation, lien or other transfer shall not release Lessee from any of Lessee's obligations under this Lease or be deemed to be consent to any subsequent occurrence. Any assignment, encumbrance, subletting, occupation, lien or other transfer of this Lease which does not comply with the provisions of this paragraph shall be void.

(iv) Any assignment or sublease shall recite that it is and shall be subject and subordinate to the provisions of this Lease, and the termination or cancellation of this Lease shall constitute a termination and cancellation of every assignment or sublease.

(q) **Late Charges.** If payment due to Lessor from Lessee is not received by Lessor within ten (10) days after the due date, a "late charge" of five cents (\$.05) for each one dollar (\$1.00) so overdue may be charged by Lessor to Lessee, as rent. The purpose of this additional payment is to defray the expense incident to the handling of such delinquent payments, and the fee shall be payable by Lessee to Lessor upon demand.

7. **Covenants of Lessor.** Lessor hereby covenants with Lessee that during the term of this Lease (and, where applicable, for such further period as may be required):

(a) **Easements, Restrictions, Encumbrances.** Lessor represents and warrants that there are no easements, restrictions, or other encumbrances which could interfere with the Lessee's intended use of the Building and the underlying real estate. The Lessee and Lessor acknowledge that neither party is aware of any governmental restrictions which would impair Lessee's ability to conduct its business. The Lessor and Lessee agree that if Lessee is not able to obtain occupancy due to governmental constraint, this Lease may be declared immediately terminated by the Lessee in its sole judgment.

(b) **Quiet Enjoyment.** If Lessee pays the rent when due and keeps and performs the covenants of this Lease on the part of Lessee, Lessee shall peaceably and quietly hold, occupy, and enjoy the Premises, during the term of this Lease and any extension thereof, without any hindrance or molestation by Lessor or any person or persons lawfully claiming under Lessor.

(c) **Warranties as to Title and Fitness for Use.** Lessor, upon the effective date of this Lease, warrants that it is the true and lawful owner of the Premises and that it has good, right and full power to lease the same in the manner aforesaid. This Lease is made without warranty of any kind, express or implied, as to the fitness of the Premises for any particular use or purpose.

8. **Mutual Covenants of Lessor and Lessee.** Both Lessor and Lessee mutually covenant and agree:

(a) **Repairs Within Six (6) Months.** If the Premises shall be destroyed or so injured by any cause so as to be unfit, in whole or in part, for occupancy, and such destruction or injury could reasonably be repaired within six (6) months from the happening of such destruction or injury, then Lessee shall not be entitled to terminate this Lease. If during such period Lessee shall be unable to use all or any portion of the Premises, a proportionate abatement shall be made to Lessee from the Rent corresponding to the time during which Lessee was deprived of the use of the portion of the Premises, unless the damage is caused by the act or neglect of Lessee, provided, however, Lessor shall have no obligation to rebuild or restore the Premises and if Lessor chooses not to rebuild the Premises; Lessee shall be released from further obligation

hereunder.

(b) **Repairs Beyond Six (6) Months.** If such destruction or injury cannot reasonably be repaired within six (6) months from the happening thereof, Lessor shall notify Lessee within ninety (90) days after the happening of such destruction or injury whether or not Lessor will repair or rebuild. If Lessor elects to repair or rebuild, Lessor shall specify the time within which such repairs or reconstruction will be completed, and Lessee shall have the option, within thirty (30) days after the receipt of such notice, to elect either to terminate this Lease and any further liability hereunder, or to extend the Term of this Lease by a period of time equivalent to the time from the happening of such destruction or injury until the Premises is restored to their former condition. In the event Lessee elects to extend the Term of this Lease, Lessor shall restore the Premises to their former condition within the time specified in the notice, and Lessee shall not be liable to pay Rent for the period from the time of such destruction or injury until the Premises are restored to their former condition, unless the damage is caused by the act or neglect of Lessee.

(c) **Demand/or Rent and Lessor's Remedies on Lessee's Breach.** The occurrence of anyone or more of the following shall constitute an event of default under this Lease:

(i) The filing of a petition by or against Lessee for adjudication as bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Lessee's property; any reorganization proceedings under any provisions of the Federal Bankruptcy Code; any assignment by Lessee for the benefit of creditors; or the taking possession of the property of Lessee by any governmental officer or agency pursuant to the statutory authority for the dissolution or liquidation of Lessee;

(ii) Failure of Lessee to pay within ten (10) days after written demand any installment of the rent or other rental charge required to be paid by Lessee;

(iii) Failure of Lessee to pay within ten (10) days after written notice and demand any other charges payable to or on behalf of Lessor under this Lease;

(iv) Lessee's failure to perform or abide by any other term, covenant, or condition of this Lease within ten (10) days after written notice and demand, unless the failure absolutely requires more than ten (10) days to cure

If an event of default as provided immediately above occurs, then the Lessor, in addition to all rights and remedies granted under the laws of the State of Ohio, shall have the following rights:

(i) To re-enter and remove all persons and property from the Premises, and the property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account and sole risk of Lessee, all without service of notice or resort to legal process and without Lessor or their agents being deemed guilty of trespass, or becoming liable for any loss or damage which may be caused by the removal, Lessee absolutely waiving all claims for direct or indirect related damages, unless the damage is caused by the act or neglect of Lessor.

(ii) To terminate the Lease and relet the Premises for the account of the Lessor or, within the sole discretion of Lessor, to retake possession of the Premises without terminating the Lease and to relet them for the account of Lessee. In the event that Lessor relets the Premises for the account of Lessee, then Lessor shall have the right to make any repairs as may be necessary and to relet the Premises, or any part thereof, at

such rent and for such term and subject to such terms and conditions as Lessor may deem advisable and receive the rent. Upon each reletting for the account of Lessee, all rentals received by Lessor shall be applied, first to the payment of any indebtedness other than rent under the Lease from Lessee to Lessor; second, to the payment of any loss and expenses of the reletting, including brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges payable to and on behalf of Lessor due and unpaid under the Lease; and the residue, if any, shall be held by Lessor and applied in payment of future rent and other charges payable on behalf of Lessor as it may become due and payable under the Lease. Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of reletting. Notwithstanding any reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for the previous breach.

(iii) Lessee agrees to pay all costs, including "court costs," and expenses of collection and reasonable attorney's fees on any part of the rent, sums agreed to be treated as rent and other charges payable by Lessee that may be collected by an attorney, with or without instituting legal action. If Lessee fails promptly and fully to perform and comply with each and every term, covenant, agreement, undertaking, or condition under this Lease and the matter is turned over to Lessor's attorney(s), Lessee shall pay Lessor's reasonable attorney's fees plus costs, where deemed necessary or appropriate by Lessor, whether suit is instituted or not. Lessee shall not be required to reimburse Lessor for attorneys' fees and related costs in excess of \$5,000.00. .

(d) ***Appropriation by Right of Eminent Domain or Condemnation.*** In the event the entire building, or all of the parking areas, shall be taken by condemnation or right of eminent domain or threat thereof, this Lease shall terminate as of the day possession shall be taken by the taking authority, and Lessor and Lessee shall be released from any further liability hereunder thereafter occurring. In the event a portion of the Premises shall be taken by condemnation or right of eminent domain, and such portion so taken renders the balance unsuitable for the purpose of this Lease in the reasonable business judgment of Lessor or Lessee, then either Lessor or Lessee shall be entitled to terminate this Lease, such termination to become effective as of the day possession shall be taken, provided thirty (30) days of notice in writing of such termination is given. Notwithstanding the foregoing, it is hereby agreed that the balance shall not be "unsuitable" if the partial condemnation results in the deletion of less than twenty-five percent (25%) of the available parking spaces. If, in such case, this Lease is not terminated, Lessor agrees to restore the Premises with reasonable speed to an architectural unit as nearly like its condition prior to such taking as shall be practicable, and if during and/or after the work of restoration Lessee is deprived of all or a part of the use of the Premises, then a proportionate abatement of Rent, depending upon the time during which, and the portion of said Premises of which Lessee is deprived, shall be granted. The proceeds of the condemnation shall be the sole property of the Lessor.

Lessor shall be entitled to retain any proceeds payable in connection with the appropriation of the Premises.

If the Premises, or any part thereof, shall be taken in appropriation proceedings or by any right of eminent domain, Lessee shall not share any award relating to the taking of any portion of the fee and Lessee's award, if any, shall be limited to an award arising out of Lessee's interest in the Lease and any claims against the condemning authority for loss of Lessee's fixtures and equipment (other than leasehold improvements made by Lessee to the Premises).

Lessor and Lessee agree that, in any proceedings incident to recovery of damages resulting from any taking or condemnation, they will, at the request of the other, join and cooperate in the prosecution of their several respective claims for damages resulting from such taking or condemnation.

(e) **Risk of Loss and Waiver of Liability.** As provided in Section 6(n), all personal property located in or upon the Premises (including, but not limited to, additions and improvements made by Lessee to the interior of the Premises, and Lessee's inventory, stock in trade, equipment, and fixtures) shall be at the sole risk of Lessee.

Neither Lessee nor any assignee or subrogate of Lessee shall have any claim or action, either at law or in equity, over and against Lessor or their agents or employees for any loss, cost or damage to the Premises caused by or resulting from fire, the elements, or any other cause, of whatsoever origin. Lessor likewise agrees that no claims shall be made and that no suit or action, either at law or in equity, shall be brought by Lessor or by any person, firm or corporation claiming by, through, or under Lessor, against Lessee, its successors and assigns, for any loss, cost or damage to the Premises (or to any other buildings or appurtenances which are or may be located upon the Premises) caused by or resulting from fire, the elements, or any other cause, of whatsoever origin.

(f) **Ownership of Improvements.** All equipment and fixtures integrated into the construction of the building installed in or made by Lessee to the Premises shall remain the personal property of Lessee, any law to the contrary notwithstanding; provided, however, that Lessor shall become the owner of all leasehold improvements and fixtures without the necessity of payment of any kind from Lessor to Lessee upon:

- (i) The Expiration Date; or
- (ii) Any default by Lessee in the performance of any term, covenant or condition of this Lease as provided in Section 8(c); or
- (iii) Any governmental condemnation of the Premises.

(g) **Effect of Lessor's Waiver.** Lessor's waiver of a breach of any covenant or condition of this Lease is not a waiver or a breach of others, or of any subsequent breach of any one so waived. Lessor's acceptance of rent installments after breach is not a waiver of any breach. Any failure of Lessor to enforce rights or seek remedies upon any default of Lessee with respect to the obligations of this Lease, or any of them, shall not prejudice or affect the rights or remedies of Lessor in the event of any subsequent default of Lessee.

(h) **Default.** If Lessor defaults or neglects to keep and perform any of the covenants or agreements in this Lease on the part of Lessor to be kept and performed, Lessee may notify Lessor thereof and if Lessor does not cure, or commence to cure, such default within thirty (30) days after written notice, Lessee may, in addition to all other remedies now or hereafter afforded or provided by law, perform such covenant or agreement on behalf of Lessor or make good on any such default, and any amount or amounts which Lessee advances on Lessor's behalf will be repaid by Lessor to Lessee on demand.

9. **Subordination, Non-disturbance and Attornment Agreement.** In the event Lessor determines to grant a security interest (including Mortgage, Assignment of Rents, financing statements, and the like) in the Premises, the Lessee hereby agrees to execute a Subordination, Non-disturbance and

Attornment Agreement in a reasonable form and substance, thereby subordinating its interest in the Lease to the financial institution or other entity providing the financing to Lessor ("Financing Entity"). In the event of a foreclosure or other action by the Financing Entity, such agreement shall provide that for so long as Lessee is not in default of this Lease, Lessee's occupancy of the Premises shall not be affected.

10. Notices. All notices and other communications provided for under this Lease shall be in writing and mailed or delivered:

if to the Lessor: Enterprise Parkway Two, LLC.
 1380 Enterprise Parkway
 Ashland, OH 44805

if to the Lessee: ACCA
 716 Union Street
 Ashland, OH 44805

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this paragraph 10. All such notices and communications shall, when mailed, be effective when deposited in the mail addressed as aforesaid.

11. Miscellaneous.

a) **Signs.** If necessary for its use of the Premises, Lessee shall be permitted to place signs on the exterior, and/or window(s) of the Premises upon the consent of Lessor, which consent will not be unreasonably withheld. All signs shall comply with applicable ordinances or other governmental restrictions, such compliance being the responsibility of Lessee. Lessee shall conform to any uniform sign plan or policy which Lessor may introduce with respect to the entire building in which the Premises is located.

(b) **Lease Applicable to Successors and Assigns.** This Lease and all the covenants, terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, legal representatives and assigns of Lessor, and the successors and assigns of Lessee; provided, however, that no assignment or sublease by, from, through or under this Lease in violation of any covenant, provision, term or condition hereof shall vest in the assigns or sub lessee any right, title or interest whatever.

(c) **Headings.** The paragraph headings are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope and intent of this Lease nor in any manner affect this Lease.

(d) **Governing Law.** This Lease shall be governed in accordance with Ohio law.

[signature page to follow]

[signature page to Commercial Lease Agreement]

The parties hereto have signed this Lease Agreement the day and year as set forth herein below.

LESSOR: ENTERPRISE PARKWAY TWO, LLC.

BY 
Chris Shafer, It's Managing Member

Date: 8/31, 2018

LESSEE: ASHLAND COUNTY COMMUNITY ACADEMY

BY 
Allen Wilson, Superintendent

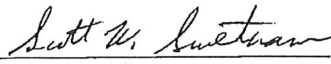
Date: 8-31, 2018

STATE OF OHIO
COUNTY OF ASHLAND

The foregoing instrument was acknowledged before me this 31 day of AUGUST, 2018, by Chris Shafer, Managing Member of Enterprise Parkway Two, LLC, on behalf of said entity.



Scott W. Swetnam
Notary Public, State of Ohio
My Commission Expires
August 1, 2021

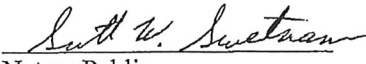

Notary Public

STATE OF OHIO
COUNTY OF ASHLAND

The foregoing instrument was acknowledged before me this 31 day of AUGUST, 2018, by Allen Wilson, Superintendent and authorized signatory of Ashland County Community Academy, on behalf of said entity.



Scott W. Swetnam
Notary Public, State of Ohio
My Commission Expires
August 1, 2021


Notary Public

