

AMENDED AND RESTATED CONTRACT

FOR

OHIO COMMUNITY SCHOOL

This **CONTRACT** is entered into by and between the **Educational Service Center of Lake Erie West** (ESCLEW or Sponsor) and the Constellation Schools: Stockyard Community Elementary (Governing Authority or School), an Ohio public community school, by and through its Governing Authority.

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

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

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

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

ARTICLE I

Continuation of Community School

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

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

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

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

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

ARTICLE II

Governing Authority/Administration

- 2.1 **Governing Authority Members.** The Governing Authority (its Board of Directors, Directors, or Board) must contain at least five (5) Directors (members). All Governing Authority members must be preapproved by Sponsor. No Governing Authority member may serve on the Board if restricted from doing so by R.C. 3314.02(E) or any other law, rule, or regulation. All Governing Authority members must provide copies of clean BCI and FBI criminal background checks and signed Conflict of Interest Disclosure Forms to the Sponsor before the effective date of the

member's term. All BCI and FBI criminal background checks must be repeated at least every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.

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

- 2.2 **Training of Governing Authority Members.** Members new to the School's Board must complete a minimum of five (5) hours of Board training, at least two (2) hours of which are on public records and open meetings law, within three (3) months of being elected or appointed to the Board. Existing Governing Authority members are required to attend board training, which must include training on public records and open meetings laws, for a minimum of two (2) hours on an annual basis to remain current in their responsibilities and obligations. Trainings must be approved by the Sponsor.
- 2.3 **Governing Authority Meetings.** The Governing Authority must hold a minimum of six (6) regular meetings bi-monthly per year. The Sponsor shall have adequate prior written notice of all regular and special meetings, and be copied with all agenda, packets, handouts, and minutes of all meetings of the Governing Authority or its committees. The School must notify the Sponsor of all special meetings as soon as scheduled and in no case with less than twenty-four (24) hours written notice. The Sponsor shall be invited into executive sessions unless the session involves a legal dispute with the Sponsor or prior arrangements have been agreed upon between the parties.
- 2.4 **Chief Administrative Officer.** The Chief Administrative Officer of the School will be the _____ (**Principal, Superintendent, Head of School, Chief Administrative Officer**). This individual is responsible for the daily operations at the School and will be listed as such in any State reporting system. Any change in the identity and/or role of the Chief Administrative Officer shall be reported in writing to the Sponsor within five (5) business days. The person registered in OEDS-R as Superintendent shall be the Superintendent or one of the Superintendents of the School, even if he/she is the same person as the Chief Administrative Officer.
- 2.5 **Cooperation with Sponsor Oversight.** The Governing Authority and School administration covenant and agree to cooperate fully with the Sponsor in all activities concerning oversight of the School as are required by laws, rules, and regulations. This may include, but is not limited to:
- Preliminary site visit and certification of letter of assurances at least twelve (12) days prior to the first day of school and at all times thereafter as determined necessary by the Sponsor.
 - Monthly reviews of financial and enrollment records with the Fiscal Officer, followed by a written report to the Governing Authority.

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

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

The Sponsor agrees to comply with FERPA and the regulations promulgated thereunder. The Sponsor warrants that it uses reasonable methods to limit Sponsor employee access to only those records in which it has legitimate educational interests and that, as required by law, the Sponsor will destroy the educational records when no longer needed for the purposes outlined in this Contract or otherwise needed under state or federal law or any applicable court order, unless required by law to keep them in order to finally close the School.

- 2.6 **Power of Attorney.** The Governing Authority hereby grants to the Sponsor a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the Governing Authority, should it become necessary, in the Sponsor’s sole opinion and subject to Ohio Open Meetings law, to appoint a new Board of Directors for cause, for abandonment of duties, or for breach of this Contract. The Governing Authority confirms its consent to this power by signing below and shall execute and deliver to the Sponsor all agreements and other documents that the Sponsor reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the

Governing Authority promptly to comply with the requirements of this subparagraph, the Sponsor shall be entitled to an order of specific performance from a court of law, ordering the Governing Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract. In order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint and/or dismiss Directors, if the Sponsor deems necessary at its discretion.

- 2.7 **General Training.** The Chief Administrative Officer, or appropriate representative, shall participate regularly in training provided by the Sponsor and by the ODE, or by the approved or affiliated organization of any of the preceding entities. The Chief Administrative Officer, Fiscal Officer, other administrative employees of the School, and all individuals performing supervisory or administrative services for the School under a contract with the operator, if any, shall complete training on an annual basis on public records and open meetings law.
- 2.8 **Technical Assistance and Training by Sponsor.** The Sponsor shall provide reasonable technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems appropriate or as required by law. The Governing Authority or its administrators have an obligation to attend training and receive technical assistance at the direction of the Sponsor.

ARTICLE III Operations

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

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

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

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

ARTICLE IV

Compliance with Laws

- 4.1 **Compliance with Ohio Laws.** The School shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391, Chapters 117., 1347., 1702., 2744., 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio

Constitution, or other controlling law, the School will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended.

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

The School shall also comply with R.C. 3302.04, including division (E) of that section to the extent possible, and R.C. 3302.041, except that any action required by a school district under those sections shall be taken by Sponsor. The Sponsor, however, shall not be required to take any action under R.C. 3302.04(F).

The School shall comply with R.C. 3313.6021 and 3313.6023 as if it were a district, unless it is either an internet- or computer-based school or a school in which a majority of the enrolled students are children with disabilities as described in R.C. 3314.35(A)(4)(b).

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

If the School is a recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the “American Recovery and Reinvestment Act of 2009,” the School will pay teachers based on performance in accordance with R.C. 3317.141, will comply with R.C. 3319.111 as if it were a district, and will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the ODE, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.

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

- 4.2 **Compliance with Other Laws.** The School and the Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, or this Contract. The School is not exempt from federal laws, rules, and regulations, or Ohio laws granting rights to parents. The School specifically acknowledges that federal laws, rules, and regulations apply to its operation, including but not limited to those concerning federal grants.
- 4.3 **In-Service Training.** Each person employed to work in the School as a nurse, teacher, counselor, school psychologist, or administrator shall complete a minimum of four (4) hours of in-service training at least once every two (2) years. In-service training shall include training on the School’s harassment, intimidation and bullying policy; child abuse prevention and intervention; school safety and violence prevention; dating violence prevention; substance abuse prevention; the promotion of positive youth development; and youth suicide awareness and prevention.

ARTICLE V

Facilities

- 5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at **3200 West 65th Street, Cleveland, Ohio 44102**. The School has a second facility

located at **3224 West 65th Street, Cleveland, Ohio 44102**. The School may not open any additional facility without the prior written approval of Sponsor, completion of all required opening assurances, and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities. All facilities are described on **Attachment 5.2**.

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

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

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

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

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

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

ARTICLE VI

Educational Program

- 6.1 **Enrollment.** The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School shall serve grades K through 9. The School may not

add or remove grades without the prior approval of the Sponsor and modification of this Contract. The School agrees to be compliant with the maximum number of people allowed per room and/or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department. An involuntary and material decrease in enrollment may be a sole good cause for nonrenewal, suspension, or termination at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or (ii) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.

6.2 **Continuing Operation.** The School agrees to continue operation by teaching the minimum number of students permitted by law. Failure to continue operation without interruption is grounds for termination of this Contract. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as any change of five (5) business days or more, either consecutively or cumulatively. If the School temporarily ceases operation for any reason, time is of the essence in resuming and continuing operation.

6.3 **Education Plan.** The School's education plan, including the School's mission, philosophy, the characteristics of the students the School expects to attract, the ages and grades of students, focus of the curriculum, and instructional methods, is attached as **Attachment 6.3**. The educational plan must show how the School's curriculum is aligned with Ohio Content Standards. The education plan in **Attachment 6.3** must include all classroom-based and non-classroom-based learning opportunities, which comply with the criteria for student participation established in R.C. 3314.08(H)(2). ESCLEW specifically authorizes "learning opportunities" to include educational opportunities provided by the School during suspension of the School's students, as well as any opportunities provided for in a Credit Flex or College Career Plus program of the School. **Attachment 6.3** shall detail any blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements, and it shall indicate whether the School is planning to seek designation as a STEM school equivalent under R.C. 3326.032.

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

6.4 **Academic Proficiency and Achievement Assessments.** The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the ODE, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. Academic goals and performance standards by which the School will be evaluated by the sponsor and which shall include but are not limited to all applicable

report card measures and assessments administered by the School are outlined in **Attachment 11.6**.

- 6.5 **Racial and Ethnic Balance.** The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve and attempt to continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 6.5**. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the School violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exceptions pursuant to federal law, R.C. 3314.26, 3314.08(F) or R.C. 3314.06(A), tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, the School's engaging in voluntary fundraising activities, or parents giving voluntary donations.
- 6.7 **Student Discipline and Dismissal Policies.** The School shall adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed and the due process related thereto. The School must also maintain a policy for the discipline, suspension, and expulsion of disabled students and a policy for Positive Behavioral Interventions and Supports/Restraint and Seclusion. All such policies are included in **Attachment 6.7**.
- 6.8 **Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and it shall make such plan available for review by Sponsor.
- 6.9 **Disabled Students.** During admission and enrollment of any disabled student and thereafter the School shall comply with all federal and state laws regarding the education of students with special needs. The School shall provide all necessary related services, or the School may contract for accommodations or related services provided that it provides documentation to Sponsor identifying the providers, the plan to provide services, and the provider's qualifications, experience, and reputation. The School must annually adopt its plan for carrying through on all special education laws, rules and procedures.
- 6.10 **School Closure.** The School agrees to remain open for students to attend until the end of the school year in which it is determined that the School must close, provided however, that Sponsor may suspend the operations or terminate the contract as otherwise indicated by law. Unless suspended, the programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Governing Authority and its administration take sole responsibility for the ODE closing procedures listed in **Attachment 3.4** and indemnifies, shall defend, and hold harmless the Sponsor for all performance thereof.
- 6.11 **High School Diplomas.** The School shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the School is a high school awarding a diploma, the School shall comply with R.C. 3313.61, 3313.611, and 3313.614, except that, by completing the curriculum adopted by the Governing Authority, the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Revised Code or any rules of the state board of education. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in

R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning in the 2017-18 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency, as adopted by the state board of education under R.C. 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall also comply with the framework developed by the Ohio Department of Education under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education. To the extent applicable, the School shall comply with alternative graduation requirements as permitted by 132 General Assembly, House Bill 491, Section 3 for those students entering ninth grade for the first time between July 1, 2014 and July 1, 2017 who failed to meet end-of-course exam requirements. Prior to graduation, the School shall send its list of graduates to Sponsor, and Sponsor shall be invited to all graduation ceremonies.

6.12 **Admissions Policy.** The School shall follow the admissions and enrollment policy and procedures of the School attached hereto as **Attachment 6.12**. Any change in these policies must be reported in writing to the Sponsor within five (5) business days. At a minimum, the admission policy, at all times, must:

- (a) specify that the school will not discriminate in its admission of students to the school on the basis of race, religion, color, gender, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude, except the School may limit admission to “at-risk” students, as specified in 6.12(b) or elsewhere specifically mentioned in applicable Ohio law. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities;
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or 3313.65 or that has been admitted in accordance with R.C. 3321.01(A)(2), except that admission to the school may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon and which is included in **Attachment 6.12**, and/or (iii) residents of a specific geographic area that the parties to this Contract agree upon.

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

- (c) The School shall adopt a policy regarding the admission of students residing outside the district in which the School is located, which policy shall comply with the administrative procedures specified herein and shall either prohibit the enrollment of students who reside outside the district in which the School is located, permit the enrollment of students who reside in districts adjacent to the district in which the School is located, or permit the enrollment of students who reside in any other district in the state. The policy is included in **Attachment 6.12**. If the School admits out-of-state students, it shall adopt a policy and tuition schedule after

consultation with the School's attorney as to the extent permitted by law and a writing to that effect addressed to the Sponsor.

- (d) The School shall adopt a policy regarding the enrollment and attendance of students, which requires a student's parent to notify the School when there is a change in the location of the parent's or student's primary residence. This policy is included in **Attachment 6.12**.
- (e) The School shall adopt a policy regarding the verification of a student's residence and address consistent with the School's obligations in accordance with R.C. 3314.11. This policy shall be included in **Attachment 6.12**.

6.13 **Attendance and Truancy Policy.** The School shall follow its Truancy, Attendance, and Participation Policies attached hereto as **Attachment 6.13**. The policies must include procedures for automatic withdrawal from the School if a student fails to participate in seventy-two (72) consecutive hours of learning opportunities. The School must keep attendance records and meet requirements for non-classroom-based learning opportunities. Such policies or procedures must be clearly stated in writing within **Attachment 6.13** and in compliance with applicable laws, rules, and regulations. The School's attendance and participation policies must be available for public inspection, and records shall be made available, upon request, to the ODE, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), R.C. 3319.321, and any applicable rules or regulations thereto.

ARTICLE VII

Reporting

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

- (d) on an annual basis,
- i. verification of completion of annual public records and open meetings law training by each Governing Authority member, Fiscal Officer, Chief Administrative Officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the School through an operator contract;
 - ii. any finding for recovery issued by the Auditor of State against any Governing Authority member, the operator, or any employee who works at the School with responsibility for fiscal operations or authorization to spend money on behalf of the School;
 - iii. disclosure statements and signed ethics and conflicts policies for Governing Authority member as filed pursuant to R.C. 3314.02(E)(7);
 - iv. updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
 - v. a detailed accounting of the nature and costs of the goods and services that the operator provides to the School, pursuant to R.C. 3314.024, if the operator receives more than twenty percent (20%) of the School's gross annual revenues; and
 - vi. the information required under R.C. 3314.08(B)(2); and
- (e) all items required to be reported in this Contract, required by Sponsor through the Sponsor's document management system, Epicenter, or by the ODE, including but not limited to those listed on **Attachment 7.2**.
- 7.3 **Site Visits.** The Sponsor shall be allowed to observe the School in operation at site visits at Sponsor's request and shall be allowed access for such site visits or other visits as Sponsor deems advisable or necessary.

ARTICLE VIII

Employees

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

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

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

ARTICLE IX

Finance

- 9.1 **Financial Records.** The School's financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State. The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2). Audits shall be conducted in accordance with R.C. 117.10. Within five (5) business days of receiving notification from the Auditor, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meetings with the Auditor. The Sponsor shall maintain a presence at all meetings with the Auditor of State, though the Sponsor may elect to do so through its representatives and/or via electronic means, unless such meeting presence or meeting is waived by the Auditor of State's office. If the Governing Authority contracts with an entity specializing in audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.
- 9.2 **Fiscal Services.** The School agrees that its Fiscal Officer shall be its licensed school Treasurer, currently disclosed on **Attachment 9.2**. If the Governing Authority contracts with its Fiscal Officer to provide fiscal services, the fiscal services agreement must be included in **Attachment 9.2**. The School may not change its Fiscal Officer without prior written approval from the Sponsor, which will not be unreasonably withheld. Any changes to the fiscal services agreement must be reported to the Sponsor within five (5) business days. If the School and the Sponsor have waived the requirement of employing or contracting directly with the Fiscal Officer, pursuant to R.C. 3314.011(D), the current resolution waiving this requirement must be attached to this Contract in **Attachment 9.2**. Such resolution shall only be valid for one year, and any

subsequent resolution adopted by the School must be approved by the Sponsor and submitted to the ODE. Should the School be declared unauditale under R.C. 3314.51, the Governing Authority shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s).

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

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

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

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

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

9.5. **Financial Plan.** A financial plan detailing an estimated school budget for every year of the Contract is attached as **Attachment 9.5**. Each year of this Contract, on or before October 31, a school budget that includes all required elements under R.C. 3314.032(C) shall be adopted by the Governing Authority and submitted to the Sponsor. If the School is managed by a third party operator, the Governing Authority must procure from such operator sufficient data, at the Sponsor's discretion, to allow the Sponsor to review revenue and expenses as required or permitted by law. The budget must detail estimated revenues and expenses. Revenues include the base

formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year. The School agrees to provide further breakdown of revenue or expenses, or line items for expenses or revenue not projected, upon Sponsor's request. Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6**.

- 9.6 **Borrowing Money.** The School may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School must issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the School. The School may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities. All moneys borrowed from the School's operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
- 9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** For and in consideration of two and a half percent (2.5%) of the total amount of payments for operating expenses received by the School from the State of Ohio (but only up to three percent (3%) of such funds unless otherwise allowed by law), the Sponsor shall provide the monitoring, oversight, and technical assistance required by law. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The word "received" means the acceptance by the Sponsor in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible, except for reductions due to FTE findings already deducted in the then current monthly statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee.

At the inception of this Amended and Restated Contract, the oversight fee will be set at or remain at 2.5% as described above. The Sponsor reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than a half percent (0.5%) each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits (currently 3%).

However,

1. It shall not be mandatory for the Sponsor to raise any oversight fee;
2. Nothing shall prohibit the Sponsor from raising the oversight fee to any increment below 0.5% of the last fee amount, and
3. The School may exercise an option to waive any increase, once during the first 35-month period of this Contract only, as measured from the proposed effective date of the last Sponsor-requested raise in fee if:
 - a. the School's enrollment at the time of the notice of increase is a thousand (1,000) students or more on the most recent past month's CSADM report; or
 - b. All of the following are true: (i) the School's most recently officially released academic Ohio Report Card Rating is an overall B or higher; (ii) there are no findings in the School's last officially released annual state audit; and (iii) no special education, FTE, federal grant,

or lunch audit findings, and no special audits or other administrative audits then being conducted.

4. Should the laws, rules, or regulations change to increase oversight fees or regulate how or from whom they are paid or otherwise, this Contract shall be amended to comply with such laws at the Sponsor's written request and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor's written request.

- 9.8 **Federal Grants.** The School must report annually and in writing to the Sponsor the sources of funds used to acquire property and equipment used at the School, clearly delineated and tracking those acquired with federal funds, and shall report to Sponsor the disposition of assets acquired with federal funds with an explanation as to how disposed of, and backup for proper disposition in accordance with applicable law and grant rules. The School also acknowledges that certain federal grants, including but not limited to the federal food programs, may require bidding processes not otherwise required under state law. The School shall follow all applicable federal sources and uses, grant and procurement laws, rules and regulations.

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

ARTICLE X

Insurance/Indemnification

- 10.1 **Liability Insurance.** The Governing Authority will, at all times, maintain comprehensive general liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than five million dollars (\$5,000,000). The insurance coverage shall be not only for the School and the Governing Authority, its Directors, Officers, and its employees, but also for the Sponsor as additional insured. The Governing Authority shall also maintain directors and officers liability and errors and omissions coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence. The insurance coverage must be occurrence coverage, rather than claims made coverage. The Governing Authority must obtain policies that notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and the School shall provide evidence of coverage as **Attachment 10.1**. The School must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, proof of worker's compensation payments and unemployment compensation payments, and notice of lapse of any such coverage to Sponsor within five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.
- 10.2 **Indemnification.** The Governing Authority and School shall defend, indemnify, save, and hold harmless the Sponsor and its Board, Superintendent, officers, employees, and agents from any and all claims, demands, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', experts', accounting, auditors', or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:
 - (a) A failure of the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or this Contract;

- (b) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to Sponsor;
- (c) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to meet the obligations of this Contract or any other contract or other obligation between or on behalf of the School and another party;
- (d) An action or omission by the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors that results in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or Liabilities;
- (e) Any sum that the Sponsor may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the School to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under the law, and all agreements delivered in any way connected herewith, on the part of the School, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the Governing Authority, or to third parties in any way related to the School or its operations or in any way related to closure, termination, or suspension of the School;
- (f) Any audit finding based on failure of the School to accurately report enrollment, attendance, participation in learning opportunities or inaccurate EMIS submissions; and,
- (f) Any Liabilities incurred by Sponsor or any of its officers, directors, employees, agents, or contractors as a result of an action or legal proceeding at law or equity brought against Sponsor by the School unless the School or Governing Authority obtains a final judgment or order on the merits against the Sponsor, and the right to appeal such judgment or order has been exhausted or has expired.

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

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

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

ARTICLE XI

General Provisions

11.1 Contract Authorization. Before executing this Contract, the Governing Authority must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the School, with full authority to bind the School. The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.

- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract or by the Sponsor, contracts entered into by the School with third parties shall provide for the School's right to terminate upon failure of the School to remain in operation.
- 11.3 **General Acknowledgements.** The Governing Authority specifically recognizes and acknowledges the following:
- (a) The Governing Authority is responsible for carrying out the provisions of this Contract.
 - (b) For purposes of this Contract, "sponsor approval" means written approval by the ESCLEW Governing Board, the ESCLEW Governing Board President, Superintendent, or Community Schools Center Director, or other Sponsor agent authorized by the ESCLEW Governing Board.
 - (c) The Sponsor's authority to assume operation of the School under the conditions specified in R.C. 3314.073(B).
 - (d) The authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
 - (e) The authority of the ODE to suspend the operations of the School under R.C. 3314.072 if the department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.
 - (f) That the Sponsor is not liable for the acts, omissions, or the debts of the School pursuant to R.C. 3314.07(D) and 3314.08(G)(2), as well as any other applicable law limiting the liability of the Sponsor.
 - (g) That the Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the status of the School as an Ohio Community School, as well as correct problems in the School's performance.
 - (h) That the ODE may take over sponsorship of the School in accordance with R.C. 3314.015(C).
 - (i) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
 - (j) That the Auditor of the State of Ohio may deem the School "unauditable" and direct the stoppage of funding for the School, and that the Sponsor has the right to terminate this Contract in such a situation.
 - (k) That the ODE has set out its guidance for closing procedures (attached as a modified supplement in **Attachment 3.4**).
 - (l) That the Sponsor and its officers, directors, governing board, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the Contract, that is taken to fulfill the Sponsor's responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise, and the School hereby indemnifies, defends, and shall hold the Sponsor harmless from all such actions.
- 11.4 **Dispute Resolution.** The Sponsor and the School agree to the following dispute resolution procedure for any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or the law. The parties shall make initial attempts to resolve any dispute between a designee of the Sponsor and the Chief Administrative Officer of the School and/or the

President of the Governing Authority. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three mediators from the Toledo Bar Association and each eliminate one, using the one mediator left after eliminations. All mediation will take place in Lucas County and all costs of the mediator shall be split equally between the parties.

11.5 **Term.** This Contract shall be for a term of **two (2) year(s)**, effective as of or commencing on July 1, 2020 and ending on June 30, 2022. However, the School agrees to close voluntarily and waives all rights of due process and all claims, losses, causes of action, or damages of any kind against the Sponsor if the School is closed mandatorily by statute, by another governmental agency, or by operation of law.

11.6 **Performance Accountability Framework.** **Attachment 11.6** sets forth in detail (a) the performance assessment framework, (b) Sponsor technical assistance, interventions, renewal, and statutory consequences, and (c) the measurable and attainable goals upon which the School shall be evaluated by Sponsor. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017, by which the success of the School will be evaluated by the Sponsor. These performance measurement criteria supplement, but do not replace, alter, or limit Sponsor's statutory rights and responsibilities, including but not limited to those of nonrenewal, probation, suspension, or termination of the Contract, and the Sponsor-specific criteria outlined in **Attachment 11.6**.

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

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

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

Renewal decisions are based upon an analysis of the following:

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

viii. other good cause.

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

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

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

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

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

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

in effect. At all times during suspension, the School remains subject to nonrenewal or termination proceedings, in accordance with the law.

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

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

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

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

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

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

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

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

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


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

- 11.17 **Severability.** Should any term, clause, or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses, or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.18 **Changes or Modifications.** This Contract constitutes the entire agreement among the parties, and no changes or modifications to this Contract shall be valid and binding unless signed by both the Sponsor and the Governing Authority and attached to this Contract. Notifications required by this Contract shall not be considered changes or modifications of this Contract.

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

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

**Educational Service Center of
Lake Erie West**


By: 
(Signature)

Its: Superintendent

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

Date: 6-19-2020

**Governing Authority of
Constellation Schools: Stockyard Community
Elementary**

By: 
(Signature)

Its: President

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

Date: 5-22-2020

ATTACHMENT 1.4 GOVERNANCE PLAN

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

NOTE: The Code of Regulations must include the process by which members of the Governing Authority are selected or removed.

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



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/18/2001	200129100416	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

RICHARD A LUKICH
7667 DAY DRIVE
PARMA, OH 44129

STATE OF OHIO**Ohio Secretary of State, J. Kenneth Blackwell****1262282**

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

LORAIN-SOUTHSIDE COMMUNITY SCHOOL

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200129100416

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 17th day of October, A.D.
2001.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please call Customer Service:

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

CLIENT SERVICE CENTER

SECRETARY OF STATE

Expedite this form

☒ Yes

2001 OCT 17 PM 12:06

ARTICLES OF INCORPORATION

(Under Chapter 1702 of the Ohio Revised Code)
Non-Profit Corporation

The undersigned, desiring to form a corporation, not for profit, under Sections 1702.01 et seq of the Ohio Revised Code do hereby state the following:

FIRST. The name of said corporation shall be:
LORAIN-SOUTHSIDE COMMUNITY SCHOOL

SECOND. The place in Ohio where its principal office is to be located is
PARMA, CUYAHOGA County, Ohio

THIRD. The purpose(s) for which this corporation is formed is :

(SEE ATTACHED)

(LORAIN-SOUTHSIDE COMMUNITY SCHOOL)

- (a) The corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law.
- (b) Primarily to support and promote the charitable, educational, scientific and literary purposes of Ohio community schools: specifically, to inaugurate, maintain and operate a community school or schools, pursuant to Chapter 3314 of the Ohio Revised Code; to inaugurate, maintain and operate an educational resource center and/or a consortium; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; to provide training and assistance in organizing such schools through seminars and otherwise disseminating information; to provide management services and operational assistance to such schools; and, to do all things necessary or incidental to the formation, operation and management of the school or schools, and/or resource center/consortium.
- (c) Generally, to have and exercise all rights and powers conferred on nonprofit corporations under the laws of Ohio, or which may hereafter be conferred, including the power to contract, rent, buy, or sell personal or real property: provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.
- (d) Notwithstanding section (c) above, in the management and operation of a school or schools, and/or a resource center or consortium, the corporation, its board and its officers shall be subordinate to and subject to the authority of Constellation Community Schools, an Ohio nonprofit corporation. Charter No. 1101253, and 501(c)(3) tax exempt organization, whose purpose is primarily to support and promote the charitable, educational, scientific and literary purposes of Ohio community schools: specifically, to inaugurate, maintain and operate a community school or schools, pursuant to Chapter 3314 of the Ohio Revised Code; to inaugurate, maintain and operate an educational resource center and/or a consortium; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; to provide training and assistance in organizing such schools through seminars and otherwise disseminating information; to provide management services and operational assistance to such schools; and, to do all things necessary or incidental to the formation, operation and management of the school or schools, and/or resource center/consortium.
- (e) Notwithstanding any other provisions of these articles, the organization is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, and shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under IRC 501(c)(3) or corresponding provisions of any subsequent tax laws.
- (f) No part of the net earnings of the organization shall inure to the benefit of any member, trustee, director, officer of the organization, or any private individual (except that a reasonable compensation may be paid for services rendered to or for the organization), and no member, trustee, officer of the organization or any private individual shall be entitled to share in the distribution of any of the organizations assets on dissolution of the organization.
- (g) No substantial part of the activities of the organization shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by IRC 501(h) or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidates for public office.
- (h) In the event of dissolution, all of the remaining assets and property of the organization shall, after payment of necessary expenses thereof, be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws, or to the Federal government or State or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of Ohio.
- (i) In any taxable year in which the organization is a private foundation as described in IRC 509(a), the organization shall distribute its income for said period at such time and in such manner as not to subject it to tax under IRC 4942, and the organization shall not (a) engage in any act of self-dealing as defined in IRC 4941(d), (b) retain any excess business holdings as defined in IRC 4943(c), (c) make any investments in such a manner as to subject the organization to tax under IRC 4945(d) or corresponding provisions of any subsequent Federal tax laws.



J. Kenneth Blackwell

Prescribed by:
J. Kenneth Blackwell
 Secretary of State
 30 East Broad St. 14th Floor
 Columbus, Ohio 43266-0418

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of
LORAIN-SOUTHSIDE COMMUNITY SCHOOL

(name of corporation)

hereby appoint RICHARD A. LUKICH 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:

6835 ROSEWOOD CIRCLE

(street address)

INDEPENDENCE


(city)

, Ohio

44131

(zip code)

Note: P.O. Box addresses are not acceptable

Signature: 

Name: RICHARD A. LUKICH

Signature: _____


Name: _____

Signature: _____

Name: _____

ACCEPTANCE OF APPOINTMENT

The undersigned, RICHARD A. LUKICH, named herein as the statutory agent for LORAIN-SOUTHSIDE COMMUNITY SCHOOL, hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Signature: 

Statutory Agent

Doc ID -->

200419501846



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/13/2004	200419501846	DOMESTIC/AMENDED RESTATED ARTICLES (AMA)	50.00	.00	.00	.00	.00

Receipt

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

LORAIN SOUTHSIDE COMMUNITY SCHOOL
7667 DAY DR.
PARMA, OH 44129-5603

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell**1262282**

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

STOCKYARD COMMUNITY SCHOOL

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

Document(s)

DOMESTIC/AMENDED RESTATED ARTICLES

Document No(s):

200419501846

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 12th day of July, A.D.
2004.

J. Kenneth Blackwell
Ohio Secretary of State

Doc ID -->

200419501846

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

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

www.state.oh.us/sos

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

Expedite this Form: (Select One)

Mail Form to one of the following:

☐ Yes PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***

☐ No PO Box 1028
Columbus, OH 43216

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

Filing Fee \$50.00

JUN 30 2004

J. KENNETH BLACKWELL
SECRETARY OF STATE

(CHECK ONLY ONE (1) BOX)

(1) Domestic for Profit	PLEASE READ INSTRUCTIONS		(2) Domestic Non-Profit
	<input type="checkbox"/> Amended (122-AMAP)	<input type="checkbox"/> Amendment (125-AMDS)	

RECEIVED

JUL 12 2004

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

J. KENNETH BLACKWELL
SECRETARY OF STATE

Name of Corporation LORAIN-SOUTHSIDE COMMUNITY SCHOOL

Charter Number 1262282

Name of Officer RICHARD A. LUKICH

Title CHAIRMAN

☒ Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

☒ A meeting of the ☐ shareholders ☒ directors (non-profit amended articles only)

☐ members was duly called and held on June 24, 2004
(Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise 100 % as the voting power of the corporation.

☐ In a writing signed by all of the ☐ shareholders ☐ directors (non-profit amended articles only)
☐ members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.

Clause applies if amended box is checked.

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

Doc ID -->

200419501846

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

FIRST: The name of the corporation is: STOCKYARD COMMUNITY SCHOOL

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

CLEVELAND

(city, village or township)

CUYAHOGA

(county)

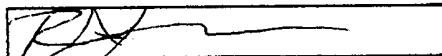
THIRD: The purposes of the corporation are as follows:

(See attached.)

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

REQUIRED

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



Authorized Representative

RICHARD A. LUKICH

(Print Name)

June 24, 2004

Date



Authorized Representative

(Print Name)

Date

ARTICLE THIRD:**(STOCKYARD COMMUNITY SCHOOL)**

- (a) The corporation shall be a "public benefit corporation" as that term is defined by Section 1702.01(P) of the Ohio Revised Code.
- (b) The corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law.
- (c) Primarily to support and promote the charitable, educational, scientific and literary purposes of Ohio community schools: specifically, to inaugurate, maintain and operate a community school or schools, pursuant to Chapter 3314 of the Ohio Revised Code; to inaugurate, maintain and operate an educational resource center and/or a consortium; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; to provide training and assistance in organizing such schools through seminars and otherwise disseminating information; to provide management services and operational assistance to such schools; and, to do all things necessary or incidental to the formation, operation and management of the school or schools, and/or resource center/consortium.
- (d) Generally, to have and exercise all rights and powers conferred on nonprofit corporations under the laws of Ohio, or which may hereafter be conferred, including the power to contract, rent, buy, or sell personal or real property: provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.
- (e) Notwithstanding section (c) above, in the management and operation of a school or schools, and/or a resource center or consortium, the corporation, its board and its officers shall be subordinate to and subject to the authority of Constellation Community Schools, an Ohio nonprofit corporation, Charter No. 1101253, and 501(c)(3) tax exempt organization, whose purpose is primarily to support and promote the charitable, educational, scientific and literary purposes of Ohio community schools: specifically, to inaugurate, maintain and operate a community school or schools, pursuant to Chapter 3314 of the Ohio Revised Code; to inaugurate, maintain and operate an educational resource center and/or a consortium; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; to provide training and assistance in organizing such schools through seminars and otherwise disseminating information; to provide management services and operational assistance to such schools; and, to do all things necessary or incidental to the formation, operation and management of the school or schools, and/or resource center/consortium.
- (f) Notwithstanding any other provisions of these articles, the organization is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, and shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under IRC 501(c)(3) or corresponding provisions of any subsequent tax laws.
- (g) No part of the net earnings of the organization shall inure to the benefit of any member, trustee, director, officer of the organization, or any private individual (except that a reasonable compensation may be paid for services rendered to or for the organization), and no member, trustee, officer of the organization or any private individual shall be entitled to share in the distribution of any of the organizations assets on dissolution of the organization.
- (h) No substantial part of the activities of the organization shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by IRC 501(h) or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidates for public office.
- (i) In the event of dissolution, all of the remaining assets and property of the organization shall, after payment of necessary expenses thereof, be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws, or to the Federal government or State or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of Ohio.
- (j) In any taxable year in which the organization is a private foundation as described in IRC 509(a), the organization shall distribute its income for said period at such time and in such manner as not to subject it to tax under IRC 4942, and the organization shall not (a) engage in any act of self-dealing as defined in IRC 4941(d), (b) retain any excess business holdings as defined in IRC 4943(c), (c) make any investments in such a manner as to subject the organization to tax under IRC 4945(d) or corresponding provisions of any subsequent Federal tax laws.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/15/2005	200525702222	DOMESTIC/AMENDED RESTATED ARTICLES (AMA)	50.00	.00	.00	.00	.00

Receipt

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

CONSTELLATION COMMUNITY SCHOOLS
3326 BROADVIEW ROAD
CLEVELAND, OH 44109

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell**1262282**

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

OLD BROOKLYN MONTESSORI MIDDLE SCHOOL

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

Document(s)

DOMESTIC/AMENDED RESTATED ARTICLES

Document No(s):

200525702222

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 13th day of September,
A.D. 2005.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910

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

www.state.oh.us/sos

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

Expedite this Form: (Select One)

Mail Form to one of the Following:

☐ Yes PO Box 1390
Columbus, OH 43216

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

☐ No PO Box 1028
Columbus, OH 43216

Certificate of Amendment by Shareholders or Members

(Domestic)

Filing Fee \$50.00

(CHECK ONLY ONE (1) BOX)

(1) Domestic for Profit

☐ Amended
(122-AMAP)

PLEASE READ INSTRUCTIONS

☐ Amendment
(125-AMDS)

(2) Domestic Non-Profit

☒ Amended
(126-AMAN)

☐ Amendment
(128-AMD)

2005 SEP 18 AM 8:37

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

Name of Corporation STOCKYARD COMMUNITY SCHOOL

Charter Number 1262282

Name of Officer RICHARD A. LUKICH

Title CHAIRMAN

☒ Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

☒ A meeting of the ☐ shareholders ☒ directors (*non-profit amended articles only*)

☐ members was duly called and held on AUGUST 18, 2005
(Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise 100 % as the voting power of the corporation.

☐ In a writing signed by all of the ☐ shareholders ☐ directors (*non-profit amended articles only*)

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

Clause applies if amended box is checked.

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

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

FIRST: The name of the corporation is: OLD BROOKLYN MONTESSORI MIDDLE SCHOOL

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

CLEVELAND

(city, village or township)

CUYAHOGA

(county)

THIRD: The purposes of the corporation are as follows:

SEE ATTACHED

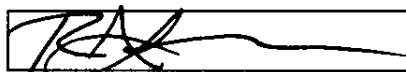
FOURTH: The number of shares which the corporation is authorized to have outstanding is: _____

(Does not apply to box (2))

REQUIRED

Must be authenticated
(signed) by an authorized
representative

(See Instructions)



Authorized Representative

RICHARD A. LUKICH

(Print Name)

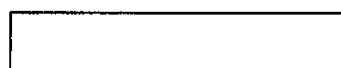
AUGUST 25, 2005

Date



Authorized Representative

(Print Name)



Date

ARTICLE THIRD:**(OLD BROOKLYN MONTESSORI MIDDLE SCHOOL)**

- (a) The corporation shall be a "public benefit corporation" as that term is defined by Section 1702.01(P) of the Ohio Revised Code.
- (b) The corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law.
- (c) Primarily to support and promote the charitable, educational, scientific and literary purposes of Ohio community schools: specifically, to inaugurate, maintain and operate a community school or schools, pursuant to Chapter 3314 of the Ohio Revised Code; to inaugurate, maintain and operate an educational resource center and/or a consortium; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; to provide training and assistance in organizing such schools through seminars and otherwise disseminating information; to provide management services and operational assistance to such schools; and, to do all things necessary or incidental to the formation, operation and management of the school or schools, and/or resource center/consortium.
- (d) Generally, to have and exercise all rights and powers conferred on nonprofit corporations under the laws of Ohio, or which may hereafter be conferred, including the power to contract, rent, buy, or sell personal or real property: provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.
- (e) Notwithstanding section (c) above, in the management and operation of a school or schools, and/or a resource center or consortium, the corporation, its board and its officers shall be subordinate to and subject to the authority of Constellation Community Schools, an Ohio nonprofit corporation, Charter No. 1101253, and 501(c)(3) tax exempt organization, whose purpose is primarily to support and promote the charitable, educational, scientific and literary purposes of Ohio community schools: specifically, to inaugurate, maintain and operate a community school or schools, pursuant to Chapter 3314 of the Ohio Revised Code; to inaugurate, maintain and operate an educational resource center and/or a consortium; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; to provide training and assistance in organizing such schools through seminars and otherwise disseminating information; to provide management services and operational assistance to such schools; and, to do all things necessary or incidental to the formation, operation and management of the school or schools, and/or resource center/consortium.
- (f) Notwithstanding any other provisions of these articles, the organization is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, and shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under IRC 501(c)(3) or corresponding provisions of any subsequent tax laws.
- (g) No part of the net earnings of the organization shall inure to the benefit of any member, trustee, director, officer of the organization, or any private individual (except that a reasonable compensation may be paid for services rendered to or for the organization), and no member, trustee, officer of the organization or any private individual shall be entitled to share in the distribution of any of the organizations assets on dissolution of the organization.
- (h) No substantial part of the activities of the organization shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by IRC 501(h) or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidates for public office.
- (i) In the event of dissolution, all of the remaining assets and property of the organization shall, after payment of necessary expenses thereof, be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws, or to the Federal government or State or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of Ohio.
- (j) In any taxable year in which the organization is a private foundation as described in IRC 509(a), the organization shall distribute its income for said period at such time and in such manner as not to subject it to tax under IRC 4942, and the organization shall not (a) engage in any act of self-dealing as defined in IRC 4941(d), (b) retain any excess business holdings as defined in IRC 4943(c), (c) make any investments in such a manner as to subject the organization to tax under IRC 4945(d) or corresponding provisions of any subsequent Federal tax laws.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/22/2006	200534301640	DOMESTIC/AMENDED RESTATED ARTICLES (AMA)	50.00	.00	.00	.00	.00

Receipt

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

CONSTELLATION COMMUNITY SCHOOLS
3326 BROADVIEW ROAD
CLEVELAND, OH 44109

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, J. Kenneth Blackwell

1262282

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

STOCKYARD COMMUNITY SCHOOL

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

Document(s)

DOMESTIC/AMENDED RESTATED ARTICLES

Document No(s):

200534301640

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 21st day of February, A.D.
2006.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

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

www.state.oh.us/sos

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

Expedite this Form: (Select One)

Mail Form to one of the Following:

☐ Yes PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***

☐ No PO Box 1028
Columbus, OH 43216

**Certificate of Amendment by
Shareholders or Members
(Domestic)
Filing Fee \$50.00**

(CHECK ONLY ONE (1) BOX)

(1) Domestic for Profit

☐ Amended

(122-AMAP)

PLEASE READ INSTRUCTIONS

☐ Amendment

(125-AMDS)

(2) Domestic Non-Profit

☒ Amended

(126-AMAN)

☐ Amendment

(128-AMD)

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

Name of Corporation OLD BROOKLYN MONTESSORI MIDDLE SCHOOL

Charter Number 1262282

Name of Officer RICHARD A. LUKICH

Title CHAIRMAN

☒ Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

☒ A meeting of the ☐ shareholders ☒ directors (*non-profit amended articles only*)

☐ members was duly called and held on November 17, 2005
(Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise 100 % as the voting power of the corporation.

☐ In a writing signed by all of the ☐ shareholders ☐ directors (*non-profit amended articles only*)

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

Clause applies if amended box is checked.

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

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

FIRST: The name of the corporation is: STOCKYARD COMMUNITY SCHOOL

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

CLEVELAND

(city, village or township)

Cuyahoga

(county)

THIRD: The purposes of the corporation are as follows:

SEE ATTACHED

FOURTH: The number of shares which the corporation is authorized to have outstanding is: _____

(Does not apply to box (2))

REQUIRED

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



Authorized Representative

RICHARD A. LUKICH

(Print Name)

Authorized Representative

(Print Name)

January 19, 2006

Date

Authorized Representative

(Print Name)

Date

Article Third

(STOCKYARD COMMUNITY SCHOOL)

- (a) The corporation shall be a "public benefit corporation" as that term is defined by Section 1702.01(P) of the Ohio Revised Code.
- (b) The corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law.
- (c) Primarily to support and promote the charitable, educational, scientific and literary purposes of Ohio community schools: specifically, to inaugurate, maintain and operate a community school or schools, pursuant to Chapter 3314 of the Ohio Revised Code; to inaugurate, maintain and operate an educational resource center and/or a consortium; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; to provide training and assistance in organizing such schools through seminars and otherwise disseminating information; to provide management services and operational assistance to such schools; and, to do all things necessary or incidental to the formation, operation and management of the school or schools, and/or resource center/consortium.
- (d) Generally, to have and exercise all rights and powers conferred on nonprofit corporations under the laws of Ohio, or which may hereafter be conferred, including the power to contract, rent, buy, or sell personal or real property: provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.
- (e) Notwithstanding section (c) above, in the management and operation of a school or schools, and/or a resource center or consortium, the corporation, its board and its officers shall be subordinate to and subject to the authority of Constellation Community Schools, an Ohio nonprofit corporation, Charter No. 1101253, and 501(c)(3) tax exempt organization, whose purpose is primarily to support and promote the charitable, educational, scientific and literary purposes of Ohio community schools: specifically, to inaugurate, maintain and operate a community school or schools, pursuant to Chapter 3314 of the Ohio Revised Code; to inaugurate, maintain and operate an educational resource center and/or a consortium; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; to provide training and assistance in organizing such schools through seminars and otherwise disseminating information; to provide management services and operational assistance to such schools; and, to do all things necessary or incidental to the formation, operation and management of the school or schools, and/or resource center/consortium.
- (f) Notwithstanding any other provisions of these articles, the organization is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, and shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under IRC 501(c)(3) or corresponding provisions of any subsequent tax laws.
- (g) No part of the net earnings of the organization shall inure to the benefit of any member, trustee, director, officer of the organization, or any private individual (except that a reasonable compensation may be paid for services rendered to or for the organization), and no member, trustee, officer of the organization or any private individual shall be entitled to share in the distribution of any of the organizations assets on dissolution of the organization.
- (h) No substantial part of the activities of the organization shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by IRC 501(h) or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidates for public office.
- (i) In the event of dissolution, all of the remaining assets and property of the organization shall, after payment of necessary expenses thereof, be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws, or to the Federal government or State or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of Ohio.
- (j) In any taxable year in which the organization is a private foundation as described in IRC 509(a), the organization shall distribute its income for said period at such time and in such manner as not to subject it to tax under IRC 4942, and the organization shall not (a) engage in any act of self-dealing as defined in IRC 4941(d), (b) retain any excess business holdings as defined in IRC 4943(c), (c) make any investments in such a manner as to subject the organization to tax under IRC 4945(d) or corresponding provisions of any subsequent Federal tax laws.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/02/2007	200708902612	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	.00	.00	.00	.00

Receipt

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

CONSTELLATION COMMUNITY SCHOOLS
3326 BROADVIEW ROAD
CLEVELAND, OH 44109

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1262282

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

CONSTELLATION SCHOOLS: STOCKYARD COMMUNITY ELEMENTARY

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

Document(s)
DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):
200708902612



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 27th day of March, A.D.
2007.

Ohio Secretary of State



Prescribed by:

The Ohio Secretary of State

Central Ohio: (614) 466-3910

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

www.sos.state.oh.us

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

Expedite this Form: (Select One)**Mail Form to one of the Following:**

☐ Yes PO Box 1390
Columbus, OH 43216

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

☒ No PO Box 1028
Columbus, OH 43216

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

Filing Fee \$50.00

2007 MAR 26 PM 1:43

(CHECK ONLY ONE (1) BOX)**(1) Domestic for Profit**☐ Amended

(122-AMAP)

PLEASE READ INSTRUCTIONS☐ Amendment

(125-AMDS)

(2) Domestic Non-Profit☐ Amended

(126-AMAN)

☒ Amendment

(128-AMD)

Complete the general information in this section for the box checked above.Name of Corporation STOCKYARD COMMUNITY SCHOOLCharter Number 1262282Name of Officer WALLY CHMIELEWSKITitle PRESIDENT☐ Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

☒ A meeting of the ☐ shareholders ☒ directors (*non-profit amended articles only*)

☐ members was duly called and held on March 15, 2007
(Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise 100 % as the voting power of the corporation.

☐ In a writing signed by all of the ☐ shareholders ☐ directors (*non-profit amended articles only*)

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

Clause applies if amended box is checked.

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

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

FIRST: The name of the corporation is: Constellation Schools: Stockyard Community Elementary

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

(city, village or township)

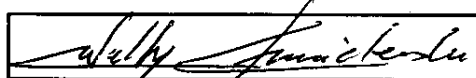
(county)

THIRD: The purposes of the corporation are as follows:

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

REQUIRED

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



Authorized Representative

WALLY CHMIELEWSKI

(Print Name)

Authorized Representative

(Print Name)

March 15, 2007

Date

Date

Entity#: 1262282
Filing Type: CORPORATION FOR NON-PROFIT
Original Filing Date: 10/17/2001
Location: CLEVELAND-
Business Name: CONSTELLATION SCHOOLS: STOCKYARD COMMUNITY
ELEMENTARY
Status: Active
Exp. Date: 02/24/2022

Agent/Registrant Information

RICHARD A LUKICH
5730 BROADVIEW ROAD
PARMA OH 44134
02/24/2017
Active

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/NON-PROFIT	10/17/2001	200129100416
DOMESTIC/AMENDED RESTATED ARTICLES	07/12/2004	200419501846
DOMESTIC/AMENDED RESTATED ARTICLES	09/13/2005	200525702222
DOMESTIC/AMENDED RESTATED ARTICLES	02/21/2006	200534301640
DOMESTIC/AMENDMENT TO ARTICLES	03/27/2007	200708902612
DOMESTIC/AMENDED RESTATED ARTICLES	07/31/2008	200821901674
LETTER/RENEWAL NOTICE MAILED	04/01/2013	201309197325
CERTIFICATE OF CONTINUED EXISTENCE	07/22/2013	201320301704
DOMESTIC AGENT ADDRESS CHANGE	02/24/2017	201706101806

Prior Business Name	Effective Date
LORAIN-SOUTHSIDE COMMUNITY SCHOOL	07/12/2004
STOCKYARD COMMUNITY SCHOOL	09/13/2005
OLD BROOKLYN MONTESSORI MIDDLE SCHOOL	02/21/2006
STOCKYARD COMMUNITY SCHOOL	03/27/2007

Prior Business Names

Wed Jun 24 2020

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

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



*Witness my hand and the seal of the
Secretary of State at Columbus,
Ohio this 24th of June, A.D. 2020*

Ohio Secretary of State

A handwritten signature in blue ink, reading "Frank LaRose".

CONSTELLATION SCHOOLS – STOCKYARD
COMMUNITY ELEMENTARY
CODE OF REGULATIONS (Revised 9/20/07)

ARTICLE 1

Name

The name of the community school shall be **CONSTELLATION SCHOOLS - STOCKYARD COMMUNITY ELEMENTARY**.

ARTICLE 2

Location

The school shall be located at such place as the Board may, from time to time, establish.

ARTICLE 3

Purpose

- (a) The purpose of **CONSTELLATION SCHOOLS - STOCKYARD COMMUNITY ELEMENTARY** shall be to inaugurate, maintain and operate a public school for children, and to provide information pertinent to the methods and materials necessary for such school, and to do all things necessary or incidental to the formation and/or operation of the school.
- (b) To have and exercise all rights and powers conferred on community schools under the laws of the State of Ohio, or which may hereafter be conferred, including the power to contract, rent, buy, sell, own, control, mortgage and otherwise use real and personal property, and to do any and all things necessary or incidental to the foregoing.

ARTICLE 4

Nonpolitical

The resources of **CONSTELLATION SCHOOLS - STOCKYARD COMMUNITY ELEMENTARY**, or any part thereof, shall not be used to seek changes in law or influence legislation.

ARTICLE 5

Fees and Scholarships

Fees and Assessments. The Board shall have authority to establish and modify any fees or assessments as may be permitted by law. All late fees and assessments, and materials fees must be paid in full, or other satisfactory arrangements made prior to the end of the school year.

Scholarships. The Board may establish scholarships, or provide such other financial assistance to families, as it deems appropriate.

ARTICLE 6

Board Members

The Board of **CONSTELLATION SCHOOLS - STOCKYARD COMMUNITY ELEMENTARY** shall consist of five (5) voting members. Directors shall not be the parents/guardians of students enrolled in the school.

ARTICLE 7

Election of Directors

- (a) **Directors.** Prospective Directors shall be nominated by the Board of Constellation Schools pursuant to authority granted in the Articles of Incorporation. From the nominated candidates the existing Directors shall elect new Board members by a majority vote. Directors shall undergo criminal background checks.

- (b) **Size of the Board.** The Board may have between five (5) and seven (7) voting Directors, as may be determined and modified, from time-to-time, by a majority vote of the Board.
- (c) **Terms of Office.** Directors shall serve (1) year terms, and may serve subsequent consecutive one-year terms.
- (d) **Vacancies.** Upon the resignation of a Director, or should a Board seat otherwise become vacant, a successor shall be elected by the remaining Directors from nominations submitted by the Board of Constellation Schools. All vacancies must be filled within a reasonable time of the vacancy.

ARTICLE 8

Officers

The officers of this corporation shall be the President, Secretary, and Treasurer. The Board may create and fill such other positions as it deems necessary and reasonable.

ARTICLE 9

Officers

The President and Secretary shall be elected from among the Directors at the first board meeting following the Annual Meeting, after the newly elected Directors have been seated, by a majority vote of the Directors. The Treasurer shall be hired by the Board. Officers shall serve a one (1) year term and shall serve until their successors are elected. In the event an officer is unable, for whatever reason, to complete his/her term the Directors shall fill the resulting vacancy within thirty (30) days. The person appointed to fill any such vacancy shall serve for the unexpired portion of the term.

ARTICLE 10

Duties of Officers, Directors and Committees

- (a) **President.** The President shall preside at all meetings of the Board, act as chief executive officer of the organization, call Board meetings, and shall perform such other duties as the Board may prescribe. The President may establish such committees of the Board (e.g., Finance, Building & Grounds, Legal/Legislative, and Personnel), as may be necessary for the effective and efficient operation of the Board. Such committees shall serve at the pleasure of the President.
- (b) **Secretary.** The Secretary shall keep a record of all meetings of the Board, may call Board meetings, shall give notice of all meetings and conduct such correspondence as required, and shall perform such other duties as the Board may prescribe.
- (d) **Treasurer.** The Treasurer shall assist the Executive Director when and as necessary in the preparation of budgets and financial statements and projections. The Treasurer shall be the liaison between the Board and the Executive Director, and shall perform such other duties as the Board may prescribe.
- (e) **Directors.** The Directors shall constitute the Board, and, as a whole, shall manage all the business affairs of the organization and furnish reports of their stewardship at the Annual Meeting, and distribute an Annual Report no later than August 30th of each year. The Board shall also appoint committee members, approve budgets, prescribe regulations for all operations, select staff personnel, and prescribe remuneration and duties thereof. The Board shall have sole authority to determine matters of policy. The Board will prepare an agenda for meetings. The Board shall be empowered to borrow or raise money for the purposes of the corporation and be it resolved that the President, Treasurer, and/or the Secretary may negotiate loans and other credits, including leases, with Board approval, for this corporation.

- (e) **Parent Support Organization.** The Board may authorize and create a Parent Support Organization to support and advance the interests of **CONSTELLATION SCHOOLS - STOCKYARD COMMUNITY ELEMENTARY**. Committees may be established to coordinate school fundraising, coordinate volunteer efforts and family activities, and, for any other purpose deemed appropriate by the Board. If created, the Parent Support Organization exists at the discretion of the Board and may be disbanded, suspended or terminated upon majority vote of the Board, for any reason, or no reason at all.
- (f) **Parent Advisory Committee.** The Board may authorize and create a Parent Advisory Committee to support and advance the interests of **CONSTELLATION SCHOOLS - STOCKYARD COMMUNITY ELEMENTARY**. The Parent Advisory Committee shall serve in an advisory role only, and have no representational or decisional authority over or on behalf of the Board. If created, the Parent Advisory Committee exists at the discretion of the Board and may be disbanded, suspended or terminated upon majority vote of the Board, for any reason, or no reason at all.

ARTICLE 11

Meetings

- (a) **Annual Meeting.** The Annual Meeting shall be held in June of each year at a time and place prescribed by the Board Members, and shall be open to the public.
- (b) **Board Meetings.** The Board shall meet monthly on the third Thursday of each month. Additional and/or special meetings to transact the business of the school may be called by the President, the Secretary, or a majority of the Directors.
- (c) **Open Meetings.** Meetings of the Board shall be open to the public, unless the Board votes, in open session, to hold an executive session excluding all nonmembers of the Board. The Board may hold an executive session for the same reasons and in compliance with the laws applicable to elected bodies within the State of Ohio. The discussions held during an executive session shall be confidential.
- (d) **Notice.** The Secretary shall give notice of every Board meeting, including the Annual Meeting, to each member of the Board, designating the time and place of such meeting. In addition, the Secretary shall post a copy of the notice of all meetings on the school's website and in a prominent place on the school premises, and shall direct the school secretary to mail notice to any person requesting notification of said meetings, upon payment of an amount deemed sufficient to cover the costs of mailing. (Determined to be \$25/year). Notices shall be given not more than ten (10) days nor less than three (3) days prior to the meeting.
- (e) **Order of Business.** Unless waived or suspended by the affirmative vote of a majority of the Board Members present, the order of business for any meeting of the Board Members shall be as follows:
 - 1. **Call to Order**
 - 2. **Confirmation of Proper Notice of Meeting**
 - 3. **Roll Call**
 - 4. **Reading, Approval and Disposal of Minutes of Prior Meeting(s)**
 - 5. **Reports of Officers and Committees**
 - 6. **If an Annual Meeting, or a meeting call for that purpose, the election of Board Members and Officers**
 - 7. **Unfinished Business**
 - 8. **New Business**
 - 9. **An Opportunity for the Public to be Heard (each person shall be limited to a period of two minutes during any meeting)**
 - 10. **Adjournment**

ARTICLE 12

Quorum

A majority of the voting members of the Board shall constitute a quorum for the transaction of business at a meeting of the members.

ARTICLE 13

Waiver of Notice

Notice of the time, place, and purposes of any meeting may be waived in writing either before or after the holding of the meeting. The attendance of any Director at such a meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by the Director of the lack of proper notice.

ARTICLE 14

Voting

Unless otherwise specified, all voting shall be by simple majority rule. Each Director of the Board shall have one vote. There shall be no proxy voting by the Directors.

ARTICLE 15

Removal or Reconstitution

(a) **Removal.** Any Director may be removed from office, by the community school Board or by the Board of Constellation Schools, for: repeated failure to attend meetings of the Board; failure to perform the duties or discharge the responsibilities of a Director or officer; persistently disruptive behavior at Board or committee meetings; refusal to carry out a Board directive; acting in an improper manner so as to discredit **CONSTELLATION SCHOOLS - STOCKYARD COMMUNITY ELEMENTARY**; or, for any other cause deemed sufficient by affirmative vote of a majority of the Directors of the Board proposing the removal. Violation of the Code of Conduct adopted by the Board (Exhibit A) shall be deemed sufficient cause for removal. The Director to be removed shall be given fourteen (14) days notice of the proposed action, and an opportunity to address the Board proposing the removal prior to the Board voting on the removal. The decision of the Board is final.

(b) **Board Reconstitution.** The Board of Constellation Schools may elect to reconstitute the community school Board if a majority of the community school Directors fail to carry out the mission of the school or are persistently disruptive to the school or the organization; if the school is persistently rated less than "Effective" by the State Board of Education; if the school fails to meet annual yearly progress (AYP); or, for any other cause deemed sufficient by an affirmative vote of a majority of the members of the Board of Constellation Schools. The Board to be reconstituted shall be given fourteen (14) days notice of the proposed action, and an opportunity to address the Board of Constellation Schools prior to the vote to reconstitute. The decision of the Board of Constellation Schools is final.

ARTICLE 16

Conflicts of Interest Policy

(a) **Purpose.** The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Interested Person (as defined below). An Interested Person may not use his or her position with respect to the Corporation, or confidential corporate information obtained by him relating to the Corporation, in order to achieve a financial benefit for himself or for a third person, including another organization described in § 501(c)(3) of the Code. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

(b) **Definitions.**

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

Family. "Family" shall have the meaning set forth in § 4958 of the Code and any Treasury Regulations promulgated thereunder.

Financial Interest. A person has a "financial interest" if the person has, directly or indirectly, through business, investment or family –

- (1) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

- (2) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- (3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Interested Person. "Interested Person" shall mean any Trustee, Director, principal Officer, or member of a committee with board-delegated powers who has a direct or indirect financial interest, as defined below. If a person is an Interested Person with respect to any entity related to the Corporation, he or she is an Interested Person with respect to all entities related to the Corporation.

Related To. An organization or entity is "related to" the Corporation if the organization is a "35-percent controlled entity" within the meaning of § 4958 of the Code and any Treasury Regulations promulgated thereunder.

Interpretation of Terms. Unless specifically defined otherwise in this policy, all terms used in this policy shall have the meaning when used in § 4958 of the Code or any Treasury Regulations promulgated thereunder, and if terms used herein are not defined in this policy or in § 4958 of the Code and/or any Treasury Regulations promulgated thereunder, all terms used in this policy shall be given their ordinary, everyday meaning and shall be construed in accordance with the rules of grammar and common usage.

(c) **Procedures.**

- (1) Duty to Disclose. In connection with any actual or possible conflicts of interest, an Interested Person must disclose the existence and nature of his or her financial interest to the Board and members of committees with board-delegated powers considering the proposed transaction or arrangement.
- (2) Determining Whether a Conflict of Interest Exist. After disclosure of the financial interest, the Interested Person shall leave the board or committee meeting while the financial interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- (3) Procedures for Addressing the Conflict of Interest
 - i. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - ii. After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
 - iii. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) **Violations of the Conflicts of Interest Policy**

- (1) If the board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (2) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has, in fact, failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

- (3) The violation of this conflict of interest policy is a serious matter and may constitute "cause" for removal or termination of a Director, committee member or Officer, or the termination of any contractual relationship the Corporation may have with an Interested Person.
- (e) **Records of Proceedings.** The minutes of the board and all committees with board-delegated powers shall contain –
 - (1) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest, in fact, existed.
 - (2) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.
- (f) **Compensation Committees.** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- (g) **Annual Statements.** Each Trustee, Director, principal Officer and member of a committee with board-delegated powers shall annually sign a statement which affirms that such person:
 - (1) Has received a copy of the conflicts of interest policy;
 - (2) Has read and understands the policy;
 - (3) Has agreed to comply with the policy;
 - (4) Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE 17

Indemnification and Insurance

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

- (c) The corporation is not obligated to indemnify any person who becomes liable for the payment of first-tier federal excise taxes imposed under § 4958 of the Code on an excess benefit transaction between that person and the corporation. However, the corporation may indemnify a person for such a first-tier excise tax on a case-by-case basis if:
 - (1) The person agrees in writing to correct any such excess benefit transaction within the taxable period set forth in § 4958 of the Code; and
 - (2) The person's participation in the transaction is due to reasonable cause and not due to willful neglect;
 - (3) The person agrees in writing that the amount of any indemnity payment, or insurance premium paid to provide such indemnity payment, will be included in such person's gross income for Federal income tax purposes for the taxable year in which the payment will be made; and
 - (4) The Board, after appropriate due diligence, reasonably concludes in good faith that: (i) with respect to payment for services performed for the corporation, the total amounts paid to the person for services, including reimbursement, do not constitute unreasonable compensation for the services performed for the corporation, (ii) with respect to goods or capital purchased by the corporation from such person, that the payment of such reimbursement will not cause the corporation to pay more than fair market value for the goods or capital so acquired, or (iii) with respect to goods, services, or capital furnished to such person by the corporation, that the reimbursement will not cause the corporation to receive less than fair market value from such person for the goods, services, or capital so furnished.
- (d) In no event may the corporation indemnify a person for payment of second-tier federal excise taxes imposed on excess benefit transactions under § 4958 of the Code.
- (e) The corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Trustee, Director, Officer, employee, agent, volunteer of, or in a similar capacity with, the corporation, or is or at any time has been serving at the direction or request of the corporation as a Trustee, Director, Officer, employee, member, advisor, volunteer, or other agent, or fiduciary for any other corporation, partnership, trust, venture, or other entity or enterprise, including any employee benefit plan, against any liability asserted against and incurred by such person. Any such insurance premiums paid on behalf of a person who is either a disqualified person or an organization manager within the meaning of § 4958 of the Code, shall be subject to the provisions above.
- (f) Anything to the contrary notwithstanding, the corporation shall not indemnify Trustees, Directors or Officers, or other persons or entities, pay their expenses in advance or pay insurance premiums on their behalf if such indemnification payment, advance expense payment, or payment of insurance premium shall constitute a violation of any provision of the Code applicable to an organization described in § 501(c)(3) of the Code, including, without limitation, § 4958 of the Code (or the corresponding provisions of any applicable future United States internal revenue law.)

ARTICLE 18

Amendment

This Code of Regulations may be amended by an affirmative vote by a majority of the Board provided any amendment shall not conflict with local and state school health and safety laws, any other law, regulation or ordinance, or the Articles of Incorporation of this corporation.

BOARD MEMBER CODE OF CONDUCT

Serving as a Director of **CONSTELLATION SCHOOLS - STOCKYARD COMMUNITY ELEMENTARY** is a privilege. Directors must act fairly and impartially in the performance of their official duties, and shall not discriminate on the basis of race, creed, color, handicapping condition or sex.

Directors shall at all times conduct themselves so as to not discredit themselves or **CONSTELLATION SCHOOLS - STOCKYARD COMMUNITY ELEMENTARY**, and shall not engage in any criminal, immoral, deceitful, or infamous conduct.

Directors shall not engage in any financial transactions, or enter into any business relationships that conflict with their duties, without full disclosure of the details of such transaction or relationship to the Board. Financial transactions involving family members or close relatives of Directors must similarly be fully disclosed to the Board.

Directors shall not intentionally make unauthorized commitments, promises or statements purportedly binding **CONSTELLATION SCHOOLS - STOCKYARD COMMUNITY ELEMENTARY**, and shall immediately report to the Board knowledge of any such representations.

Directors must protect from unauthorized disclosure any information relating to **CONSTELLATION SCHOOLS - STOCKYARD COMMUNITY ELEMENTARY** if the disclosure could result in damage or competitive harm. No confidential information obtained from students, parents, or employees may be released except as authorized by law, and must be held in strictest confidence.

Directors shall not engage in any activity that conflicts with the performance of his/her duties, or which creates the appearance of a conflict of interest, without first making a full disclosure to the Board.

Directors must hold themselves to the highest standards and place the interests of the school on the highest level.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 05 2003

LORAIN-SOUTHSIDE COMMUNITY SCHOOL
C/O RICHARD A LUKICH
3326 BROADVIEW RD
CLEVELAND, OH 44109

Employer Identification Number:
34-1971178

DLN:

17053002031023

Contact Person:

DALE T SCHABER

ID# 31175

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
June 30

Form 990 Required:
Yes

Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you use your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

MORAIN-SOUTHSIDE COMMUNITY SCHOOL

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

LORAIN-SOUTHSIDE COMMUNITY SCHOOL

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

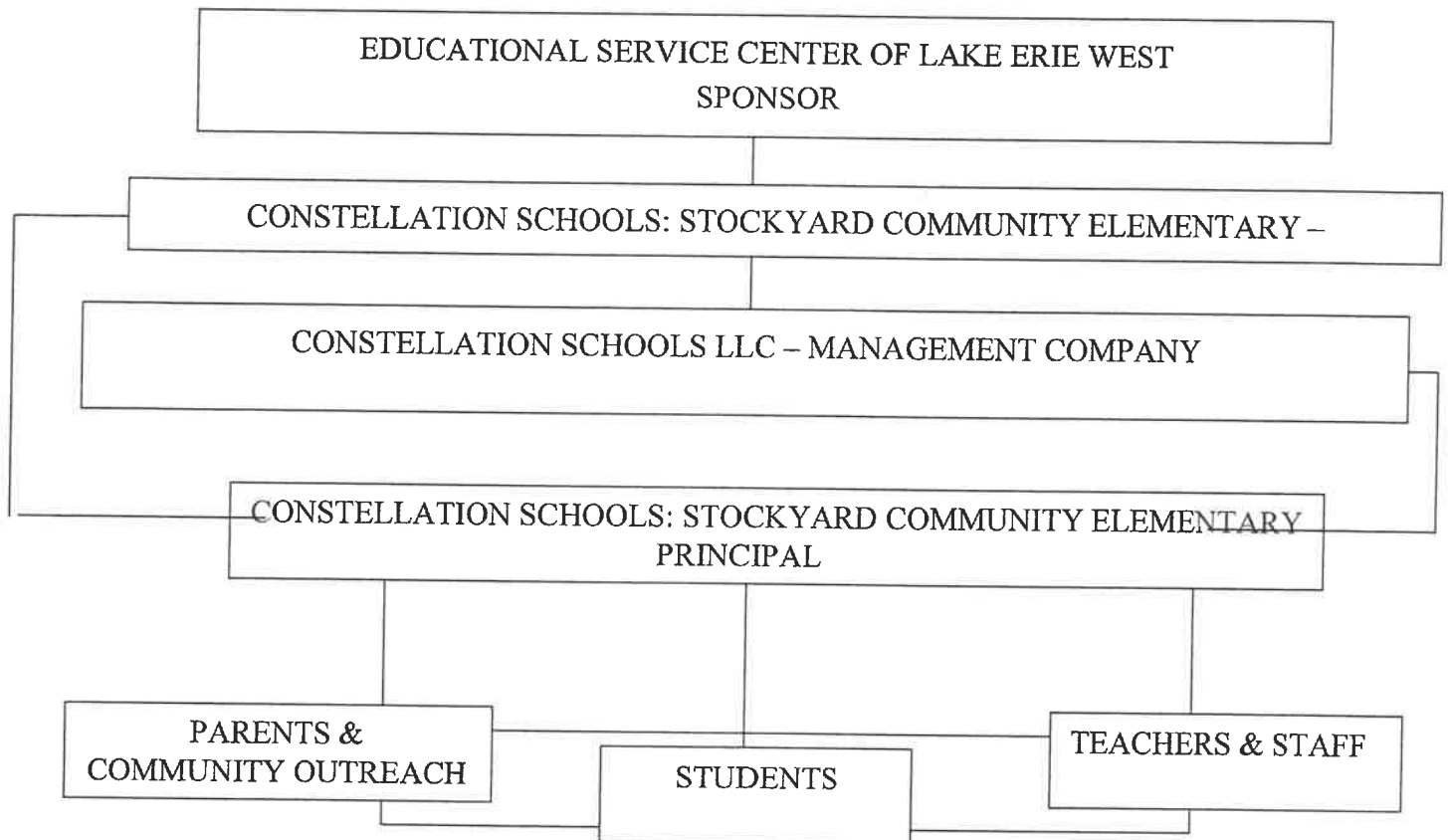
Enclosure(s) :
Addendum

Addendum

You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a charter 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 will also be required to comply with Rev. Proc. 75-50.

CONSTELLATION SCHOOLS: STOCKYARD COMMUNITY ELEMENTARY

Organizational Chart





Constellation Schools

CHAPTER 2: EDUCATION PHILOSOPHY AND PROGRAM

1000 GENERAL

2.1010 Mission Statement

Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life long success.

ATTACHMENT 2.1

GOVERNING AUTHORITY MEMBERS

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

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



Constellation Schools LLC

The Right Choice for Parents and a Real Chance for Children!

Constellation Schools: Stockyard Community Elementary

Sponsor: Educational Service Center of Lake Erie West

Daniel Ziemba – Board President
ziemba.daniel@constellationschools.com

Donna Stelter – Board Secretary
stelter.donna@constellationschools.com

Charles Ledger – Board Member
ledger.charles@constellationschools.com

Rodney Spencer – Board Member
spencer.rodney@constellationschools.com

Bogusia Chmielewski – Board Member
chmielewski.bogusia@constellationschools.com

ATTACHMENT 3.2

MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

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

Under R.C. 3314.032(A), new or renewed operator contracts entered into on or after February 1, 2016 must include the following:

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



Constellation Schools LLC

"The Right Choice for Parents and a Real Chance for Children"

MANAGEMENT AGREEMENT

This Agreement, made this 18th day of June, 2020 by and between **Constellation Schools LLC** (hereinafter referred to as "CS") and **Constellation Schools: Stockyard Community Elementary** (hereinafter referred to as "School") (together, the "Parties") is for the purpose of setting forth the management and administration arrangement agreed to by the Parties with respect to the operation of the School.

WHEREAS, the School has entered into a contract with Educational Service Center of Lake Erie West ("Sponsor") for the Purpose of operating a community school within the Cleveland Metropolitan School District in Cuyahoga County, Ohio; and

WHEREAS, the parties wish to enter into an agreement for their mutual benefit;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND EARLY TERMINATION. This Agreement shall be for a term of one (1) year commencing July 1, 2020 and ending June 30, 2021. This Agreement shall automatically renew for additional one (1) year terms upon their expiration so long as the School has entered into or is continuing to operate under any valid community school contract with a sponsor as defined under Ohio Revised Code Chapter 3314 and provided this Agreement has not been terminated pursuant to this Paragraph. Either party may terminate or not renew this Agreement for material breach of the terms of this Agreement by prior written notice to the other, which must be received by the other party by January 10 of the year of termination or non-renewal, which shall be effective on June 30 of that year. Such notice shall detail all alleged material breaches of this Agreement justifying termination or non-renewal. The other party shall have thirty (30) day period to cure the reasons for termination. If the terminating or non-renewing party does not accept the cure provided, the Parties shall proceed to dispute resolution (as defined in Paragraph 15 below).
2. SERVICES. CS will provide business, financial, and other management services to the School during the term of this Agreement. Services to be provided by CS include:
 - a. CS will provide Superintendent, Treasurer, and Business Management Services;
 - b. Facilities management, including the coordination of all facility repairs and maintenances, cleaning services, grounds maintenance, proposed alterations, plans for future development, security planning and coordination of related contractor services;
 - c. Marketing and media relations;
 - d. Human Resources services, including recruitment of personnel, interviewing candidates, updating and revising position descriptions, preparing employment contracts, and conducting BCI/ FBI criminal background checks;
 - e. Centralized purchasing and inventory control;
 - f. EMIS reporting assistance;
 - g. Financial services, including employment of a qualified school treasurer to act as the School's designated fiscal officer, financial reporting and record-keeping, bookkeeping services, preparation of financial statements, monitoring banking relationships, obtaining annual tax return filings, obtaining annual audits, preparation and monitoring of budgets, developing and maintaining fiscal models consistent with an internal audit function, maintaining financial accounting policies and procedures, and any statutory duties set forth in the Ohio Revised Code;
 - h. Educational Services, including Curriculum Development evaluation and review, evaluation of student assessments and accountability systems, coordination of standardized testing, updating and revising policies and procedures, establishment of conflict resolution plan, coordination of consolidated local plan, development and

- maintenance of a viable technology plan, gifted plan, and special education plan, coordination of summer school and before/after school programs, and assisting with the breakfast and lunch program;
- i. Coordination of Professional and Staff Development, including the development and monitoring of teacher certification requirements and coordination of Local Professional Development Committee and Resident Educator program (does not include teacher mentoring and coaching).

Notwithstanding the foregoing, the School hereby designates CS as its agent, and CS hereby accepts such appointment, to undertake, or cause to be undertaken, any demolition, acquisition, construction, and/or development necessary or desired by the School which is related to any property owned or leased by the school.

3. **PERSONAL PROPERTY.** All personal property of the School, including equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices, shall be listed in **Exhibit A**. Exhibit A shall indicate whether each item is owned by the School or by CS. Any personal property purchased by CS after February 1, 2016 with state funds paid to CS by the School as payment for services rendered for use in the operation of the School shall be the property of the School.
4. **REAL PROPERTY.** Any facility owned by CS or the School shall be detailed in **Exhibit B**, which will include a description of the ownership of the property and, if CS leases the property to the School, an addendum to the lease demonstrating that an independent professional in the real estate field has verified that, at the time the lease was agreed to, the lease was commercially reasonable. In the event that this Agreement is terminated, title to the real property shall be retained by whichever party holds the deed.
5. **MANAGEMENT FEE.** The School agrees to pay for the above services during the term, and any renewal thereof, a fixed fee equal to One Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars (\$132,500.00) (the "Fixed Fee") plus a sum equal to 6.25% of the 2021 fiscal year Foundation payment received by the School, as reported in the Monthly Community School Foundation Report (the "Percent Fee") (collectively, the "Total Fee"). Notwithstanding anything to the contrary in this Agreement, the Fixed Fee shall in no event be less than fifty percent (50%) of the Total Fee and the Percent Fee shall be capped, if necessary, by an amount sufficient to meet this requirement. The Total Fee shall be due and owed at the beginning of the term or any renewal thereof, as applicable. CS may draw upon the annual obligation periodically. In addition to the Total Fee, the School shall reimburse CS for all out-of-pocket expenses that it may incur in carrying out the above listed activities.
6. **SECURITY DEPOSIT.** The School has paid to CS a refundable security deposit in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). The Security deposit shall be used to secure payment of any outstanding obligations upon termination of the Agreement.
7. **REPORTS.** CS will provide the School with reports, information, and documentation that the School deems necessary, and CS deems to be reasonable.
8. **SERVICE PROVIDERS.** CS will use its best efforts to locate service providers (i.e. independent contractors) necessary to carry out this Agreement, and in so doing CS shall comply with all state and federal laws relating to governing the engagement and assignment of such providers. Non-licensed/certificated personnel will be appropriately supervised.
9. **INDEMNIFICATION.** CS agrees to indemnify, defend and hold harmless the School from any loss, cost, expense, obligation, liability, fee, (including, but not limited to reasonable attorney fees) or other expenditures incurred by the School due to any claims, actions or lawsuits brought against the School as a result of (i) the performance of CS, its employees, agents, subcontractors, representatives and assigns (collectively, "CS's agents") pursuant to the terms of this Agreement; (ii) the negligence, recklessness or intentional misconduct of CS or CS's agents; or (iii) any breach of this agreement by CS or CS's agents. Likewise, the School agrees to indemnify, defend and hold harmless CS from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the CS as a due to any claims, actions or lawsuits brought against CS as a result of (i) the

performance of the School, its employees, agents, subcontractors, representatives and assigns (collectively, the "School's agents") pursuant to this Agreement; (ii) the negligence, recklessness or intentional misconduct of the School or the School's agents; or (iii) any breach of this Agreement by the School or the School's agents.

CS shall indemnify the School for financial losses up to the amount of the management fee specified in Section 5 herein in the event such losses occur as a direct result of the existence of a business or familial relationship between the governing authority of the School or any of its officers or employees and CS or any of CS' officers or employees, unless such position with the governing authority or the business relationship is created pursuant to the operating agreement itself.

10. ADDITIONAL SERVICES. Nothing herein prevents the School from contracting with CS for certain additional support services at rates negotiated between CS and the School on a fee for service basis, so long as such services are not part of the services performed under this Agreement.
11. EMPLOYMENT OF CS EMPLOYEES. The School shall not offer employment to any CS employee assigned to the School during the current academic year without the express written consent of CS. The School shall not employ or contract with any CS employee for a period of two (2) years after such person leaves CS, for any reason, without the written consent of CS.
12. NONDISCRIMINATION. Neither party to this Agreement will discriminate against any person on the basis of race, color, religion, disability, national origin, age, or sex.
13. SUCCESSION AND ASSIGNMENT. This Agreement shall inure to the benefit of CS and the School, and their respective successors, and permitted assigns. CS may assign this Agreement at its discretion and the School may assign this Agreement with the prior written consent of CS.
14. NOTICES. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the last known address for the School, Attention: Board Chairman, and to the principal office of CS at 5730 Broadview Road, Parma, Ohio 44134, Attention: Board Chairman, respectively.
15. DISPUTE RESOLUTION. The Parties agree that each will make every good faith effort to resolve any and all disputes under this Agreement amicably before taking any legal action in court, including submitting to non-binding mediation. If a dispute is not settled between CS and the School, non-binding mediation shall take place by a mediator provided by the Ohio State Bar Association and acceptable to both Parties. Each party shall pay for its own attorney fees.
16. TIME IS OF THE ESSENCE. Time is of essence, and this Agreement becomes null and void if it is not executed by both parties prior to July 31, 2020. The Agreement is not effective until executed by each party.
17. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and contract between the Parties. All prior representations or agreements that are not explicitly contained herein are null and void and of no effect.

This Agreement may only be modified in a writing executed by each party hereto.

CONSTELLATION SCHOOLS, LLC

By: 
Executive Director

Date: 6/18/2020

CONSTELLATION SCHOOLS: STOCKYARD COMMUNITY ELEMENTARY

By: 
President

Date: 6-19-2020

EXHIBIT A

PERSONAL PROPERTY

All personal property located at the School is either owned directly by the School or is leased through a third party leasing company. Leased items include copy machines, postage machines and technology equipment.

The management company, Constellation Schools, LLC does not own or lease any equipment used by or located at the School.

EXHIBIT B

SCHOOL FACILITY REAL PROPERTY

All real property which the school operates out of is owned 100% by the school. A copy of the deed is available for review at the management company offices.

The address of the property is 3200 West 65th Street, Cleveland, Ohio 44102.

ATTACHMENT 4.1

CONFLICT OF INTEREST POLICY

1. School Conflict of Interest Policy

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



Constellation Schools

CHAPTER 1: BOARD POLICIES

1.2040 Ethics and Conflict of Interests

- A. General Ethical Behavior.** While serving on the Governing Authority, each Director agrees to:
1. Obey the law and follow and implement the School's policies;
 2. Not disclose or use, without appropriate authorization, any information acquired in the course of the Director's duties that is privileged or confidential under the law;
 3. Not speak or act for the Board unless granted proper authority;
 4. Work with the Board to establish, review and revise effective policies;
 5. Delegate authority for administration to School administrators/staff;
 6. Make every effort to attend all Board meetings;
 7. Become informed on issues before the Board and relating to Community Schools and school choice;
 8. Debate matters before the Board, but once voted upon, accept and support the Board's decision; and
 9. Act ethically and in conformance with the School's mission and goals.
- B. Public Officers Ethics and Conflicts Rules – Improper Influence or Use of Authority.**
- Ohio law requires that all Board members and School officials, including teachers performing or possessing authority to perform administrative/supervisory functions, comply with these laws.
1. Revised Code Section 102.03(D) & (E). A Board member cannot use, or authorize the use of, the authority or influence of his/her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon him/her with respect to his/her duties.
 - a. "Anything of value" includes money and every other thing of value.
 - b. A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community school, its Board or employees, or where it could impair a Board member's objectivity and independence of judgment regarding his/her official actions and decisions.
 - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.
 - d. **Abstain.** A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.
 2. Revised Code Section 2921.42(A)(1). A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
 - a. A prohibited interest must be direct and definite and may be either pecuniary or fiduciary in nature.
 - b. **Abstain.** A Board member may avoid a conflict under R.C. 2921.42(A)(1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures of Part D of this policy when considering a situation involving R.C. 2921.42(A)(1).



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3. Revised Code Section 2921.42(A)(3). A Board member shall not occupy any position of profit in the prosecution of a public contract which she or the community school board authorized, and which was not let by competitive bidding to the lowest and best bidder while the Board member holds a position on the Board or within one year thereafter.
 - a. A Board member occupies a position of profit in a public contract whenever he/she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
 - b. **Abstention** will not cure an R.C. 2921.42(A)(3) conflict.
4. Revised Code Section 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the community school.
 - a. A Board member has a prohibited interest in the profits or benefits of a public contract if the Board member would financially benefit from the contract, or the Board member has an ownership or fiduciary interest in the entity that is entering into the contract, unless the exception in R.C. 2921.42(C) applies.
 - b. For the exception to apply pursuant to R.C. 2921.42(C), the subject of the contract must be necessary supplies or services for the community school, and the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the community school as part of a continuing course of dealing established prior to the Board member becoming associated with the community school, and, treatment of the community school must either be preferential to or the same as that accorded to other customers in a similar transaction. Under the exception, the entire transaction conducted at “arms-length” with the Board’s full knowledge of the Board member’s interest.
 - c. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.
5. Revised Code Section 2921.43(A). No public servant may knowingly solicit or accept improper compensation (a) other than as allowed by R.C. 102.03 (G), (H) and (I), to perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties;
6. Revised Code Section 2921.43(B). No public servant shall solicit or accept anything of value for their own personal or business use or for the business or personal use of another public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee’s compensation, duties, placement, location, promotion or other material aspect of employment. A person is not prohibited from making voluntary contributions.
7. Revised Code 2921.43(C). No person shall coerce any contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee or political contributing entity, in consideration for (a) appointing, securing, maintaining or renewing the appointment of any person to any public office, employment or agency, or (b) preferring or maintaining the status of any public employee’s compensation, duties, placement, location, promotion or other material aspects of employment. Coercion need not actually cause or prohibit any action from actually occurring. A person is not prohibited from making voluntary contributions.
8. Revised Code Section 2921.44. A fiscal officer shall be disqualified from serving as a public official for four years after being found guilty of dereliction of duty in Ohio and, also prohibited from holding a public office until all restitution or repayment required by a court has been satisfied. Dereliction of duty may include (a) recklessly creating a deficiency, incurring a liability, or expending a greater sum than is



Constellation Schools

CHAPTER 1: BOARD POLICIES

appropriated by the general assembly for the use in any one year for the entity to which the public official is connected; or, (b) recklessly failing to perform a duty expressly imposed or forbidden by law with respect to the public servant's office.

- C. **Excess Benefit Transaction.** Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services.
1. "Disqualified person" includes:
 - a. A person in a position to exercise substantial influence over the affairs of the School at any time during a five-year period ending on the date of the transaction;
 - b. A member of the family of a person described in a, above;
 - c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
 - d. Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.
- D. **IRC Procedure for Matters Involving Conflicts.** The Board shall follow the following procedures when it is called upon to consider any matter with respect to which an "interested person" has a "financial interest" as those terms are defined below. Please note: the fact that the Board of Directors has followed the procedures set forth below will not enable an "interested person" to avoid the legal prohibitions of R.C. 2921.42(A)(3) and (4) discussed in Parts B.3 and B.4, above.
1. For purposes of these procedures the following words have the following definitions.
 - a. An "interested person" is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
 - b. A person has a "financial interest" if the person, directly or indirectly, through business, investment, or family has:
 - i. An ownership or investment interest in any entity with which the School has a transaction or arrangement;
 - ii. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
 - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
 - c. "Compensation" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
 2. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
 3. **Determining Whether a Conflict of Interest Exists.** A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the



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situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

4. Procedures for Addressing the Conflict of Interest.
 - a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after the presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- E. **Other Procedures and Record Keeping Requirements.**
 1. Violations of the Conflicts of Interest Policy.
 - a. If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
 2. **Documentation.** The minutes of the Board and all committees with board- delegated powers shall contain:
 - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
 - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
 3. **Annual Statements.** Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
 - a. Received a copy of the conflict of interest policy;



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- b. Read and understands the policy;
 - c. Agreed to comply with the policy;
 - d. Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;
 - e. Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
 - f. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
 - g. Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
5. Use of Outside Experts. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board's obligation to conduct periodic reviews.
6. Immediate Relatives. An "immediate relative" means the Board member's spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
- a. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School's sponsor or operator, unless at least one year has elapsed since the person's Board membership ceased.
 - b. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor's governing board, unless at least one year has elapsed since the person's Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person's Board membership ceased.
7. Annual Disclosure Requirement. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed, within the previous three (3) years, by (a) the sponsor or operator of the School, (b) a school district or educational service center that has contracted with the School, or (c) a vendor that is or has engaged in business with the School.



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Each Governing Authority Director (Board member) shall sign a copy of this Ethics and Conflicts Policy in order to demonstrate his/her commitment to these principles.

Signature and Title

Date

Note: All School officials and employees, including teachers who do perform or who have the authority to perform administrative and supervisory functions, are subject to all Ohio Ethics and Conflicts Laws and should sign the above acknowledgment as well.

Ohio Revised Code Chapter 102, Sections 2921.42, 2921.43, 2921.44 and 3314.02.

Adopted June 22, 2017

ATTACHMENT 5.2

FACILITIES PLAN

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



Constellation Schools

"The Right Choice for Parents and a Real Chance for Children!"



Facilities Description

School: Constellation Schools Stockyard Community Elementary and Middle Schools

Location: 3200 W.65 Street, Cleveland OH 44102

Grades Served: K-6/ 7-8

Description of Facility:

The Stockyard Community Elementary and Middle Schools facility built in 1911 is a 2 story brick building with added wings built in 2009 and 2015 and is 35,200 square foot in size. The facility is located on 2.1 acres of land with asphalt paved parking in an industrial and retail area. The building is a steel and concrete frame with a flat asphalt and rubberized roof surfaces. The school building houses 20 full classrooms with one multipurpose area that functions as a gymnasium and cafeteria. There is a grand atrium in the center of the main school building that is used as an instructional area. There are 3 small instructional classrooms. There is a main reception office, administrative office, and clinic. The original school building is heated with a hot water boiler system and the added wings are heated and cooled with 4 rooftop HVAC units. The floors are mostly made of vinyl composition floor tile in the classrooms, hallways. The large atrium is carpeted with a density vinyl tile. The walls are brick and painted wallboard. The building contains an updated fire system that meets all current codes. There are security cameras on the interior and exterior of the building. There are boys and girls restrooms in the main school building and boys and girls restrooms in the multipurpose area. There are 4 staff restrooms and 1 staff lounge and prep room.

Brian P. Preseren

Business and Safety Manager

Constellation Schools, LLC

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 36
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**OPEN-END MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES**

DATED AS OF MARCH 1, 2014

by

CONSTELLATION SCHOOLS: STOCKYARD COMMUNITY ELEMENTARY

in favor of

U.S. BANK NATIONAL ASSOCIATION

MAXIMUM AMOUNT OF INDEBTEDNESS: \$3,997,203.99

CTIC 504 140354A
2954269 PSW BNR/cab (Stockyard)

**OPEN-END MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES**

(Maximum Amount of Indebtedness \$3,997,203.99)

THIS OPEN-END MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (the "Mortgage") made as of March 1, 2014, executed on April 8, 2014, and effective on April 10, 2014, by **CONSTELLATION SCHOOLS: STOCKYARD COMMUNITY ELEMENTARY**, a nonprofit corporation and community school, organized and existing under the laws of the State of Ohio, the mailing address of which is 2015 West 95th Street, Cleveland, Ohio 44102 (the "Mortgagor") in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association with designated offices located at 60 Livingston Avenue, CN-OH-RN11, 1350 Euclid Avenue, Cleveland, Ohio 44115 (the "Mortgagee").

WITNESSETH:

WHEREAS, the Cleveland-Cuyahoga County Port Authority (the "Authority") has agreed to issue its (a) \$29,980,000 Tax-Exempt Refunding and Improvement Lease Revenue Bonds (Constellation Schools Project), Series 2014A (the "Series 2014A Bonds"), under the terms of the Trust Indenture, dated as of March 1, 2014 (the "Indenture"), by and between the Authority and the Mortgagee and (b) \$810,000 Taxable Lease Revenue Bonds (Constellation Schools Project), Series 2014B (Taxable) (the "Series 2014B Bonds" and together with the Series 2014A Bonds, the "Series 2014 Bonds"), under the terms of the Indenture, the proceeds of which Series 2014 Bonds shall be utilized by the Mortgagor in order to provide for (i) the acquisition, construction, equipping, and renovation of certain improvements to port authority facilities of the Mortgagor known as the "Leased Property," as specifically identified in the Lease Agreement, dated as of March 1, 2014 (the "Lease Agreement"), by and between the Authority (as lessor) and the Mortgagor (as lessee), (ii) the refunding of the Mortgagor's allocable portion of the outstanding principal amount of the Lease Revenue Bonds (Constellation Schools Project), Series 2008, issued by The Industrial Development Authority of the County of Pima, (iii) the funding of a portion of a debt service reserve fund for the Series 2014 Bonds, (iv) capitalized interest on the Series 2014 Bonds, and (v) costs of issuance related to the Series 2014 Bonds; and

WHEREAS, the Mortgagor has agreed to lease certain real property to the Authority pursuant to a Ground Lease Agreement, dated as of March 1, 2014 (the "Ground Lease") by and between the Mortgagor and the Authority, and the Authority has agreed to lease-back such property to the Mortgagor pursuant to the terms of the Lease Agreement; and

WHEREAS, the Authority has assigned all of its right, title, and interest (other than "Unassigned Rights," as defined in the Lease) under the Ground Lease and the Lease Agreement

to the Mortgagee pursuant to a Lease Assignment Agreement, dated as of March 1, 2014 (the "Assignment"), including, without limitation, its right to receive payments of Base Rent (as defined in the Lease Agreement) under the Lease Agreement; and

WHEREAS, the Base Rent payments under the Lease Agreement shall be made by the Mortgagor directly to the Mortgagee pursuant to the Assignment, as a credit for amounts due and payable under the Series 2014 Bonds, in order to satisfy debt service payments due and payable by the Authority on the Series 2014 Bonds, which Series 2014 Bonds shall be issued and secured by the terms and provisions of the Indenture; and

WHEREAS, in order to provide further security for the payments due and payable under the Series 2014 Bonds, the Mortgagee has entered into a Guaranty Agreement, dated March 1, 2014 (the "Guaranty") with Constellation Schools, LLC; and

WHEREAS, the Ground Lease, the Lease Agreement, the Indenture, the Assignment, the Series 2014 Bonds, the Guaranty, the Subordination, Non-Disturbance and Attornment Agreement, dated as of March 1, 2014, by and between the Mortgagor and the Trustee, and the Bond Purchase Agreement, dated March 19, 2014 (the "Bond Purchase Agreement"), by and among the Authority, the Mortgagor (and other community schools), and the Underwriter (as defined in the Indenture), the Assignment of Rents and Leases, dated as of March 1, 2014, by and between the Mortgagor and the Trustee, and the Security Agreement, dated as of March 1, 2014, by and between the Mortgagor and the Trustee shall hereinafter be referred to as the "Financing Documents;" and

WHEREAS, the Mortgagor's obligation to repay the Mortgagee amounts due and payable on the Series 2014 Bonds (by and through property transferred, pledged and assigned, comprising the "Trust Estate" under the Indenture, including, without limitation, Base Rent payments under the Lease Agreement, as receipted into the Bond Fund under the Indenture), and ultimately Mortgagor's obligation to repay the Authority, for the benefit of the holders of the Bonds (as defined in the Indenture), shall be secured by this Mortgage, and the Mortgagor and Mortgagee both agree that the Underwriter would not have purchased the Series 2014 Bonds pursuant to the Bond Purchase Agreement but for the Mortgagor granting this Mortgage to the Mortgagee for the benefit of the holders of the Bonds; and

WHEREAS, Mortgagor desires to grant herein a first priority mortgage, security agreement, assignment of rents and leases and fixture filing to Mortgagee encumbering the property described below.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, and to secure (a) the payment of the Indebtedness and Impositions (as defined below) and the interest thereon, (b) the payment of any advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of or on account of the Financing Documents

or this Mortgage, (c) the repayment of future advances disbursed by Mortgagee to Mortgagor, in excess of the principal of the Indebtedness, and (d) the performance of the obligations of the Mortgagor under the Financing Documents, the parties hereby agree as follows:

1. GRANTING PROVISIONS

The Mortgagor does hereby grant, bargain, sell, release, convey, assign, transfer, grant a security interest in and mortgage to Mortgagee, its successors and assigns forever, except as otherwise restricted by the explicit terms of a grant (a) the real estate located in Cuyahoga County, Ohio, more particularly described in *Exhibit A* attached hereto (hereinafter the "Premises"), and (b) all of the estate, title and interest of Mortgagor, in law or equity, of, in and to such real estate and the buildings and improvements now existing, being constructed, or hereafter constructed or placed thereon, all of the rights, privileges, licenses, easements and appurtenances belonging to such real estate (including all heretofore or hereafter vacated streets or alleys which are about such real estate), and all fixtures of every kind whatsoever located in or on, or attached to, and used or intended to be used in connection with or with the operation of such real estate, buildings, structures or other improvements thereon or in connection with any construction now or to be conducted or which may be conducted thereon, together with all building materials and equipment now or hereafter delivered to such real estate and intended to be installed therein; all existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and improvements; together with all existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Premises and improvements, and any and all guaranties and other agreements relating to or made in connection with any of such instruments; together with all building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or improvements; together with all of Mortgagor's interest in and to all operating accounts, the proceeds of the Bonds and any other bank accounts of Mortgagor relating to the Premises or improvements; together with all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Mortgagor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit, which arise from or relate to the Premises or to any

business now or later to be conducted on it, or to the Premises and improvements generally; together with all insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with all books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory; and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and the proceeds of any of the foregoing (all of the foregoing, including the Premises, being hereinafter collectively called the "Property").

TO HAVE AND TO HOLD the Property hereby conveyed, granted and assigned, unto Mortgagee, and its successors and assigns forever, for the uses and purposes herein set forth.

2. REPRESENTATIONS AND WARRANTIES

2.1 In General. Mortgagor represents and warrants that it is the sole lawful owner in fee simple of the Property, that its title in and to the Property is free, clear and unencumbered except for those covenants and restrictions of record approved by Mortgagee and identified in *Exhibit B* ("Permitted Encumbrances") and except for real estate taxes and assessments not yet due and payable; that it has good legal right, authority, and full power to sell and convey the same and to execute this Mortgage; that Mortgagor will make any further assurances of title that Mortgagee may require; that Mortgagor will warrant and defend the Property against all claims and demands whatsoever, and that Mortgagor will keep and observe all of the terms of this Mortgage on Mortgagor's part to be performed.

2.2 No Proceedings. Mortgagor represents, covenants, and warrants that there are no suits or proceedings pending, or, to the knowledge of Mortgagor, threatened against or affecting Mortgagor which, if adversely determined, would have an adverse effect on the Property or financial condition or business of Mortgagor.

3. COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee as follows:

3.1 Indebtedness. Mortgagor will promptly pay and perform, or promptly cause to be paid and performed, when due, the following obligations (hereinafter collectively called the "Indebtedness"), provided, however, Mortgagor's financial commitment or obligation under the following commitments, obligations, or documents are not joint and several commitments or obligations, but limited to the "Community School's Allocable Portion" (as defined in the of the Indenture) of any such financial commitment or obligation:

(a) each and every term, provision, condition, obligation, covenant, and agreement of Mortgagor set forth in this Mortgage, the Financing Documents and in any amendments, modifications or restatements to any of the foregoing, including without limitation, the Series 2014 Bonds and Bonds (as defined in the Indenture) and all extensions and renewals thereof to the extent that the foregoing have application to the Mortgagor;

(b) All reasonable advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of or on account of the Financing Documents or this Mortgage;

(c) All payments or charges required to be paid under the Financing Documents and all future advances disbursed by Mortgagee to Mortgagor under Section 6.13 (Future Advances) hereof;

(d) Payment of all other sums with interest thereon becoming due and payable to Mortgagee herein under the terms hereof or as set forth in the Financing Documents;

(e) Performance and discharge of each and every term, provision, condition, obligation, covenant, and agreement of Mortgagor herein or as set forth in the Financing Documents;

(f) All amounts owed by the Mortgagor to the Authority under the terms of the Financing Documents and the Environmental and General Indemnity, dated as of March 1, 2014, from the Mortgagor to the Authority and the Trustee, including, without limitation, any cost incurred or amount owed to any other person or entity by the Authority for costs related to audits or responses to the Internal Revenue Service in connection with the Series 2014 Bonds.

3.2 Impositions.

(a) Mortgagor will pay, or cause to be paid, when due all of the following (hereinafter collectively called the "Impositions"): all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, which are assessed, levied, confirmed, imposed or become a lien upon or

against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly. Mortgagor shall deliver proof of payment of all such Impositions to Mortgagee upon the request of Mortgagee. Notwithstanding any provision to the contrary in this Section 3.2(a), any tax or special assessment which is a lien on the Property may be paid in installments, provided that each installment is paid on or prior to the date when the same is due without the imposition of any penalty.

(b) Upon an occurrence of an Event of Default which is not cured within any applicable cure period, Mortgagor shall pay to Mortgagee, with each payment that shall become due and payable pursuant to terms of the Financing Documents, the appropriate portion of the annual amount estimated by Mortgagee to be sufficient to pay the real estate taxes and assessments levied against the Property and the insurance premiums for policies required under Section 3.6 (Insurance) of this Mortgage, and such sums shall be held by Mortgagee without interest in order to pay such taxes, assessments and insurance premiums 30 days prior to their due date; provided that if an Event of Default shall occur under this Mortgage, Mortgagee may elect to apply, to the full extent permitted by law, any or all of said sums held pursuant to this Section 3.2(b) in such manner as Mortgagee shall determine in its sole discretion or as otherwise directed in accordance with the terms of the Financing Documents.

(c) All other payments or charges required to be paid to comply with the terms and provisions of this Mortgage and the Financing Documents, all of which are incorporated herein by reference;

(d) All other fees, charges and assessments, general or special, in connection with the Property. Within ten (10) days after demand therefor, Mortgagor shall deliver to Mortgagee the original, or a photostatic copy, of the official receipt evidencing payment of Impositions or other proof of payment satisfactory to Mortgagee. Notwithstanding the provisions of Section 3.2(a), above, any tax or special assessment which is a lien on the Property may be paid in installments provided that each installment is paid on or prior to the date when the same is due without the imposition of any penalty.

3.3 Compliance with Laws. Mortgagor will comply with all federal, state and local laws, regulations and orders to which the Property or the activities conducted on the Property are subject.

3.4 Condition of Property. Mortgagor will maintain the Property in good order and condition and make all repairs necessary to that end, will suffer no waste to the Property, and

will cause all repairs and maintenance to the Property to be done in a good and workmanlike manner.

3.5 Improvements. Other than the replacement of worn-out or obsolete items with items of equal or greater value in the ordinary course of business, Mortgagor will not remove or materially change any improvements once installed or placed on the Property, or suffer or permit others to do so.

3.6 Insurance.

(a) Mortgagor at its sole cost and expense shall provide and keep in force at all times for the benefit of Mortgagee, in accordance with the Financing Documents, with respect to the Property (with such deductibles as may be satisfactory to Mortgagee, from time to time, in its reasonable discretion): (i) insurance against loss of or damage to the improvements by fire and other hazards covered by so-called "extended coverage" insurance, with a replacement cost endorsement or coverage, and such other casualties and hazards as Mortgagee shall reasonably require from time to time; (ii) business interruption insurance; (iii) boiler and machinery insurance; (iv) comprehensive general public liability insurance against claims for bodily injury, death or property damage in customary and adequate amounts, or, in Mortgagee's discretion, in such amounts as may be reasonably satisfactory or desirable to Mortgagee, from time to time, in its reasonable discretion; (v) during the course of any construction or repair of the Property, workers' compensation insurance for all employees involved in such construction or repair, and builder's risk completed value insurance against "all risks of physical loss," covering the total value of work performed and equipment, supplies and materials furnished, and containing the "permission to occupy upon completion of work or occupancy" endorsement; and (vi) such other insurance on the Property (including, without limitation, increases in amounts and modifications of forms of insurance existing on the date hereof), as Mortgagee may reasonably require from time to time. The policies of insurance required by this Section 3.6(a) shall be with such companies, in such forms and amounts, and for such periods, as Mortgagee shall require from time to time, and shall insure the respective interests of Mortgagor and Mortgagee. Such insurance may be provided in umbrella policies which insure any and all real or personal property in which Mortgagor has an interest in addition to the Property, any property encumbered by any other deed of trust or mortgage given by Mortgagor for the benefit of Mortgagee, or any personal property in which a security interest in favor of Mortgagee has been granted under the Financing Documents. The insurance proceeds from all such policies of insurance (other than the proceeds from the comprehensive general public liability policy required under clause (iv) above) shall be payable to Mortgagee pursuant to a noncontributing first mortgagee endorsement satisfactory in form and substance to Mortgagee.

Certificates of the original policies and renewals thereof covering the risks provided by this Mortgage to be insured against, and bearing satisfactory evidence of payment of all premiums thereon, shall be delivered to and held by Mortgagee on demand. Without limiting the generality of the foregoing, Mortgagor shall deliver to the Trustee annually, commencing July 1, 2014, a Mortgagee certificate as to compliance with the provisions of Section 3.6. The Trustee shall be entitled to rely upon said Mortgagor certificate as to the Mortgagor's compliance with the insurance requirements. The Trustee shall not be responsible for the sufficiency of coverage or amounts of such policies. All insurance policies required by this Mortgage shall (1) include effective waivers by the insurer of all rights of subrogation against any named insured and any other loss payee; and (2) provide that any losses shall be payable to Mortgagee notwithstanding:

(i) any act, failure to act or negligence of or violation of warranties, declarations or conditions contained in such policy by any named insured or other loss payee,

(ii) the occupation or use of the improvements or the Premises for purposes more hazardous than permitted by the terms thereof,

(iii) any foreclosure or other action or proceeding taken by Mortgagee pursuant to any provisions of this Mortgage, or

(iv) any change in title to or ownership of the Property;

(3) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at 30 days after receipt by Mortgagee of written notice thereof; and (4) be satisfactory in all other respects to Mortgagee. Mortgagor shall not permit any activity to occur or condition to exist on or with respect to the Property that would wholly or partially invalidate any of the insurance thereon. Mortgagor shall give prompt written notice to Mortgagee of any damage to, destruction of or other loss in respect of the Property, irrespective of whether any such damage, destruction or loss gives rise to an insurance claim. Mortgagor shall not carry additional insurance in respect of the Property unless such insurance is endorsed in favor of Mortgagee as loss payee.

(b) Mortgagor irrevocably makes, constitutes and appoints Mortgagee (and all officers, employees or agents designated by Mortgagee) as Mortgagor's true and lawful attorney-in-fact and agent, with full power of substitution, for the purpose of making and adjusting claims under such policies of insurance, endorsing the name of Mortgagor on any check, draft, instrument or other item or payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance required above or to pay any premium in whole or in part relating thereto,

provided, however, that so long as no Event of Default has occurred and is continuing, Mortgagee will not adjust, compromise or settle any claim without written notice to Mortgagor, and which adjustment, compromise or settlement will have a material adverse effect on the financial condition of Mortgagor. Mortgagee, without waiving or releasing any obligations or default by Mortgagor hereunder, may (but shall be under no obligation to do so) at any time maintain such action with respect thereto which Mortgagee deems advisable. All sums disbursed by Mortgagee in connection therewith, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, on demand, by Mortgagor to Mortgagee and shall be additional Indebtedness secured by this Mortgage.

(c) All proceeds of the insurance required to be obtained by Mortgagor hereunder, other than those relating to the comprehensive general public liability insurance, shall be held in trust for and paid promptly to Mortgagee, and Mortgagee may deduct from such proceeds any expenses, including, without limitation, reasonable legal fees, incurred by Mortgagee in connection with adjusting and obtaining such proceeds (the balance remaining after such deduction being hereinafter referred to as the "Net Insurance Proceeds"). Mortgagee may, at its option: (1) apply the Net Insurance Proceeds in reduction or satisfaction of all or any part of the Bonds (as defined in the Indenture), any remainder may be applied to the reduction or satisfaction of any or all the Indebtedness, whether then matured or not, in which event Mortgagor shall be relieved of its obligation to maintain and restore the property relating to such proceeds to the extent that Mortgagee so applies such Net Insurance Proceeds; (2) pay for or reimburse Mortgagor for the cost of restoration and repair of the Property (and shall not be applied towards the payment of the Bonds or other Indebtedness unless there are excess Net Insurance Proceeds over the amount necessary to complete the restoration or repair of the Property, which excess amount shall first be applied as a credit against the Bonds); or (3) release the Net Insurance Proceeds to Mortgagor in whole or in part upon conditions satisfactory to Mortgagee. Prior to the occurrence of an Event of Default, Mortgagor shall have the right to adjust and compromise any such claims, subject to Mortgagee's prior consent thereto, which consent shall not be unreasonably withheld; provided that no such consent shall be required upon the occurrence of an Event of Default under this Mortgage.

(d) The application of any insurance proceeds toward the payment or performance of the Indebtedness shall not be deemed a waiver by Mortgagee of its right to receive payment or performance of the rest of the Indebtedness in accordance with the provisions of this Mortgage, the Financing Documents, and in any amendments, modifications or restatements to any of the foregoing.

(e) In the event of a foreclosure under this Mortgage, the purchaser of the Property shall succeed to all of the rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance which Mortgagor is required to maintain under this Section 3.6 and to all proceeds of such insurance.

(f) Without limiting Mortgagee's rights under Section 3.9 of this Mortgage, if Mortgagor shall fail to keep the Property insured in accordance with this Mortgage and the other Financing Documents, Mortgagee may, but shall not be obligated to, do so. Mortgagor shall reimburse Mortgagee on demand for amounts incurred or expended therefore, with interest thereon pursuant to Section 3.9 hereof, and all such amounts incurred or expended, and all such interest thereon, shall be additional Indebtedness of Mortgagor secured hereby.

3.7 Sale, Transfer or Encumbrance.

(a) Mortgagor will not further mortgage, sell or convey, or grant a deed of trust, pledge, or grant a security interest in any of the Property, or contract to do any of the foregoing, or execute a land contract or installment sales contract, enter into a lease (whether with or without option to purchase), except for transfers of property rights provided for under the Financing Documents, or otherwise dispose of, further encumber or suffer the encumbrance of any of the Property, whether by operation of law or otherwise.

(b) Except as provided in Section 3.7(a), Mortgagor shall pay and discharge promptly, at Mortgagor's cost and expense, all liens, encumbrances, and charges upon any part of the Property or any interest therein. If Mortgagor shall fail to discharge any such lien, encumbrance, or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

(c) Except as provided in Section 3.7(a), Mortgagor will not institute or cause to be instituted any proceedings that could change the permitted use of the Property from the use presently zoned, and shall not grant any easements or licenses with respect to the Property

(d) Except as provided in Section 3.7(a), if a portion of the Property, or any beneficial interest therein, is sold, conveyed, transferred, encumbered, or full possessory rights therein transferred, whether voluntarily, involuntarily, or by operation of law, then the Mortgagee may declare all sums secured by this Mortgage to be immediately due and

payable, whether or not the Mortgagee has consented or waived its rights in connection with any previous transaction of the same or a different nature.

3.8 Eminent Domain.

(a) Mortgagor shall give immediate notice to Mortgagee upon Mortgagor's obtaining knowledge of (i) any interest on the part of any person possessing or who has expressed the intention to possess the power of eminent domain to purchase or otherwise acquire the Property or (ii) the commencement of any action or proceeding to take the Property by exercise of the right of condemnation or eminent domain or of any action or proceeding to close or to alter the grade of any street on or adjoining the Premises. At its option Mortgagee may participate in any such actions or proceedings in the name of Mortgagee or, whenever necessary, in the name of Mortgagor, and Mortgagor shall deliver to Mortgagee such instruments as Mortgagee shall request to permit such participation. Mortgagor shall not settle any such action or proceeding, whether by voluntary sale, stipulation or otherwise, or agree to accept any award or payment without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld. The total of all amounts awarded or allowed with respect to all right, title, and interest in and to the Property or the portion or portions thereof taken or affected by such condemnation or eminent domain proceeding and any interest thereon (herein collectively called the "Award") is hereby assigned to, and shall be paid upon receipt thereof, to Mortgagee and the amount received shall be retained and applied as provided in Paragraph 3.8(b) below.

(b) Upon Mortgagee's receipt of any Award, Mortgagee may, at its option, either: (i) retain and apply the Award toward the Indebtedness; or (ii) subject to such escrow provisions as Mortgagee may require, pay the Award over in whole or part to pay or reimburse Mortgagor for the cost of restoring or reconstructing the Property remaining after such taking (the "Remaining Property"). If Mortgagee elects to pay the Award, or any part thereof, over to Mortgagor upon the completion of the restoration or reconstruction of the Remaining Property, any portion of the Award not used for the restoration or reconstruction of the Remaining Property shall, at the option of Mortgagee, be applied in reduction of the Indebtedness; provided, however, that to the extent that such portion of the Award shall exceed the amount required to satisfy in full the Indebtedness, Mortgagee shall pay the amount of such excess to Mortgagor or otherwise as required by law. In no event shall Mortgagee be required to release this Mortgage until the Indebtedness is fully paid and performed, nor shall Mortgagee be required to release from the lien of this Mortgage any portion of the Property so taken until Mortgagee receives the Award for the portion so taken.

(c) The application of the Award toward payment or performance of any of the Indebtedness shall not be deemed a waiver by Mortgagee of its right to receive payment or performance of the balance of the Indebtedness in accordance with the provisions of this Mortgage, the Financing Documents, and in any amendments, modifications or restatements to any of the foregoing. Mortgagee shall have the right, but shall be under no obligation, to question or appeal the amount of the Award, and Mortgagee may accept same without prejudice to the rights that Mortgagee may have to question or appeal such amount. In any such condemnation or eminent domain action or proceeding, Mortgagee may be represented by attorneys selected by Mortgagee, and all sums paid by Mortgagee in connection with such action or proceeding, including, without limitation, attorneys' fees, court costs, expenses and other charges relating thereto shall, on demand, be immediately due and payable from Mortgagor to Mortgagee and the same shall be added to the Indebtedness and shall be secured by this Mortgage.

(d) Notwithstanding any taking by condemnation or eminent domain, closing of, or alteration of the grade of, any street or other injury to or decrease in value of the Property by any public or quasi-public authority or corporation, the Indebtedness shall continue to bear interest until the Award shall have been actually received by Mortgagee, and any reduction in the Indebtedness resulting from the application by Mortgagee of the Award shall be deemed to take effect only on the date of such receipt thereof by Mortgagee.

3.9 Rights of Mortgagee. If Mortgagor fails to pay when due any Impositions when so required by this Mortgage, or if an Event of Default occurs under this Mortgage, Mortgagee at its option may pay such Impositions. If Mortgagor fails to perform any of its obligations under this Mortgage with respect to the Property, Mortgagee at its option may (but shall not be obligated to) perform any such obligations of Mortgagor. Mortgagee may enter upon the Property for the purpose of performing any such act, or to inspect the Property. All Impositions paid by Mortgagee and all monies expended by Mortgagee in performing any such obligations of Mortgagor (including legal expenses and disbursements), shall bear interest at a floating rate per annum equal to three percent (3%) in excess of the Prime Rate of the Mortgagee then in effect, and such interest shall be paid by Mortgagor upon demand by Mortgagee and shall be additional Indebtedness secured by this Mortgage.

3.10 Conflict Among Agreements. In the event of any conflict between the provisions of this Mortgage and the provisions of the Financing Documents, the provisions of the Financing Documents shall prevail.

3.11 Notifications. Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

- (a) a fire or other casualty causing damage to the Property in excess of \$50,000;
- (b) receipt of notice of condemnation of the Property or any part thereof;
- (c) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Property, which will have a material adverse effect on the financial condition of Mortgagor or will materially impair the value of Mortgagor's collateral;
- (d) receipt of any notice of alleged default from the holder of any lien or security interest in the Property;
- (e) the commencement of any litigation affecting the Property, which has a value in excess of \$50,000; or
- (f) any change in the occupancy of the Property.

3.12 Unpaid Impositions.

In the event that any governmental agency claims that any tax or other governmental charge or Imposition is due, unpaid or payable by Mortgagor or Mortgagee upon the Property or the Indebtedness (other than income tax, franchise tax or similar tax on the interest or premium receivable by Mortgagee thereunder) and including any recording tax, documentary, stamps or other tax or imposition on the Financing Documents, or this Mortgage, Mortgagor forthwith will either (a) pay such tax and within a reasonable time thereafter, deliver to Mortgagee satisfactory proof of payment thereof or (b) deposit with Mortgagee the amount of such claimed tax or other governmental charge or imposition, together with interest and penalties thereon, or other security reasonably satisfactory to Mortgagee, pending an application for a review of the claim for such tax or other governmental charge or imposition and thereafter furnish either evidence satisfactory to Mortgagee that such claim has been withdrawn or defeated (in which event any such deposit shall be returned to Mortgagor) or at the direction from Mortgagor to Mortgagee to pay the same out of the deposit above mentioned, with any excess due over the amount of such deposit to be paid by Mortgagor directly to the taxing authority and any excess of such deposit over such payment by Mortgagee to be returned to Mortgagor, provided Mortgagor is not in default under the provisions of this Mortgage. Notwithstanding the foregoing, Mortgagor may not contest any of the above Impositions if such contest would subject Mortgagor or Mortgagee to any criminal liability, or if delay in compliance with any of the Impositions, shall, in the reasonable judgment of Mortgagee, place all or any part of the Property in imminent danger of being forfeited or lost, but instead Mortgagor shall, upon notice from Mortgagee, immediately comply with such Impositions.

3.13 Hazardous Substances.

(a) As used in this Section: (i) "Hazardous Substances": are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (ii) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup; (v) the terms "Release", "Owner", "Operator", "Environment", and "Natural Resources" shall have the same meanings and definitions as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. §9601 et seq. and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, provided, however, that as used herein the term Hazardous Substance shall also include: (A) any Pollutant or Contaminant as defined by CERCLA or by any other Environmental Law; (B) any Solid Waste, Hazardous Constituent or Hazardous Waste as defined by, or as otherwise identified by, the Resource Conservation and Recovery Act as amended 42 U.S.C. §6901 et seq. or regulations promulgated thereunder (collectively, "RCRA") or by any other Environmental Law; and (C) crude oil, petroleum, and fractions or distillates thereof; and (vi) the terms "Storage", "Treatment" and "Disposal" shall have the same meanings and definitions as set forth in RCRA.

(b) Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property (i) that is in violation of any Environmental Law, (ii) which creates an Environmental Condition, or (iii) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal uses and operations of the Property and for maintenance of the Property (including, but not limited to, hazardous substances in consumer products and customary classroom-related teaching activities necessary to provide adequate and proper education of students attending the school of the Mortgagor).

(c) Mortgagor shall promptly give Mortgagee written notice of (i) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or

Environmental Law of which Mortgagor has actual knowledge, (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (iii) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Mortgagor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Mortgagee for an Environmental Cleanup.

(d) The Mortgagor hereby agrees to release, hold harmless, defend and indemnify Mortgagee from, for and against all actual or threatened claims, costs (including but not limited to the cost of investigation, removal, remediation and other clean up of Hazardous Substances, and reasonable fees of attorneys and other professionals, experts and consultants retained by Mortgagee) demands, orders, losses, lawsuits, liabilities, damages (including without limitation all consequential damages) and expenses whether brought collectively or individually by Mortgagor, a governmental authority or any other third party (all the foregoing hereinafter collectively referred to as "Losses") arising from or related to any of the following, provided that such indemnification shall not apply to any of the following which are caused by Mortgagee, its employees, agents or business invitees while on the Property:

(i) The past, present or future Release, threatened Release, Storage, Treatment, accumulation, generation, utilization, Disposal, transportation or other handling or migration of any Hazardous Substance on, in, onto, or from the Property.

(ii) The violation or alleged violation of Environmental Laws occurring on or related to the Property.

(iii) Any action taken by Mortgagee to eliminate, prevent, or mitigate the potential adverse impact on the Property or the Mortgagee as a result of or in anticipation of any actual, suspected or threatened violation of Environmental Laws or Release or threatened Release of a Hazardous Substance on, in or from or otherwise affecting the Property; such action may include but need not be limited to, the disposition, distribution, sale, disclaimer, or renunciation or any portion of the Property.

(iv) The costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans.

Clauses (d)(i) through (iv) above are hereinafter referred to collectively as "Environmental Matters "

(e) The Mortgagor hereby agrees that Mortgagee shall be reimbursed directly by the Mortgagor or if a sale of all or part of the Real Estate occurs, from the Real Estate or proceeds thereof for any Losses suffered or sustained or threatened to be suffered or sustained by Mortgagee as a result of Environmental Matters, until such time as the Mortgagee has been reimbursed in full.

(f) This indemnity shall survive the release of the lien of this Mortgage, or the extinguishment of the lien by foreclosure or deed in lieu thereof or by any other action. The foregoing covenant regarding survival shall survive such release or extinguishment.

4. EVENTS OF DEFAULT

Any of the following events shall be an Event of Default:

4.1 Cross-Default. An Event of Default occurs under any of the Financing Documents (including, without limitation, an event of default under any of the Mortgages, as defined in the Indenture and as provided for in the Indenture), or in any amendments, modifications or restatements to any of the foregoing or any other agreement, document, or instrument evidencing, guarantying, securing or otherwise relating to Bonds (as defined in the Indenture), as "Event of Default" shall be defined in any and all of the Financing Documents.

4.2 Breach of Covenants. Mortgagor defaults in the performance or observance of any of the following covenants:

(a) to maintain in force the insurance required by Section 3.6 (Insurance) of this Mortgage;

(b) to comply with any of the notice requirements set forth in Section 3.6 (Insurance), Section 3.8 (Eminent Domain) or Section 3.11 (Notifications) of this Mortgage; or

(c) any other covenant or agreement contained in this Mortgage; provided, that upon receipt of a written notice from the Mortgagee (or its agent or designee) to the Mortgagor, requiring such default, deficiency or breach to be remedied, the Mortgagor has 30 days in which to cure such default, deficiency or breach; provided, further, that if such default, deficiency or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied, such default, deficiency or breach shall not constitute an event of default hereunder if the Mortgagor shall immediately, upon receipt of such notice, commence the curing of such default, deficiency or breach

and shall thereafter prosecute and complete the same with due diligence and dispatch, and provided further, that such default, deficiency or breach is capable of being remedied within a reasonable amount of time.

4.3 Representation or Warranty Untrue. Any representation or warranty of the Mortgagor under this Mortgage or any of the other Financing Documents is untrue or misleading in any material respect.

4.4 Foreclosure. A foreclosure proceeding (whether judicial or otherwise) is instituted with respect to any mortgage or lien of any kind encumbering any portion of the Property.

4.5 Nonrenewal of the Lease. The Mortgagor's election to not renew the Lease, as provided for pursuant to Section 6 of the Lease.

4.6 Determination of Taxability. A Determination of Taxability (as defined in the Lease).

4.7 Limitation on Amount. Mortgagor limits or attempts to limit the loan indebtedness secured by this Mortgage pursuant to Ohio Revised Code §5301.232.

4.8 Other Obligations. Any default occurs under any other obligation of Mortgagor to Mortgagee or otherwise described herein as Indebtedness.

4.9 I.R.S. Audit. Any failure by the Mortgagor to pay in full all expenses incurred by the Authority in connection with an audit by the Internal Revenue Service of the tax-exempt status of interest on the Series 2014 Bonds or any other bonds to which the Mortgagor is an obligor.

5. REMEDIES

5.1 Remedies. Upon the occurrence, and until the waiver by Mortgagee, of an Event of Default:

(a) Mortgagee may declare the entire balance of the Indebtedness due in any particular fiscal period to be immediately due and payable, and upon any such declaration, the entire unpaid balance of the Indebtedness due and payable in any fiscal period shall become and be immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Mortgagor. In addition, Mortgagee may take the necessary actions to effectuate the special redemption provisions set forth in Section 4.1(e) of the Indenture.

(b) Mortgagee may institute a proceeding or proceedings, judicial or otherwise, for the complete or partial foreclosure of this Mortgage under any applicable provision of law.

(c) Mortgagee may institute a proceeding or proceedings to eject Mortgagor from possession of the Property and to obtain possession of the Property by Mortgagee, with or without instituting a foreclosure proceeding.

(d) Mortgagee may sell the Property, and all estate, right, title, interest, claim and demand of Mortgagor therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real and/or personal property, and at such time and place and upon such terms as Mortgagee may deem expedient, or as may be required by applicable law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Property.

(e) Mortgagee may institute an action, suit or proceeding in equity for the specific performance of any of the provisions contained in this Mortgage, the Financing Documents and in any amendments, modifications or restatements to any of the foregoing.

(f) Mortgagee may apply for the appointment of a receiver, custodian, trustee, liquidator or conservator of the Property to be vested with the fullest powers permitted under applicable law, as a matter of right and without regard to, or the necessity to disprove, the adequacy of the security for the Indebtedness or the solvency of Mortgagor or any other person liable for the payment of the Indebtedness, and Mortgagor and each such person liable for the payment of the Indebtedness consents or shall be deemed to have consented to such appointment.

(g) Mortgagee may enter upon the Property, and exclude Mortgagor and its agents and servants wholly therefrom, without liability for trespass, damages or otherwise, and take possession of all books, records and accounts relating thereto and all other Property; and having and holding the same Mortgagee may use, operate, manage, preserve, control and otherwise deal therewith and conduct the business thereof, without interference from Mortgagor; and upon each such entry and from time to time thereafter Mortgagee may, at the expense of Mortgagor and the Property, without interference by Mortgagor and as Mortgagee may deem advisable, (i) insure or reinsure the Property, (ii) make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements thereto and thereon and (iii) in every such case in connection with the foregoing have the right to exercise all rights and powers of Mortgagor with respect to the Property, either in Mortgagor's name or otherwise.

(h) Mortgagee may, with or without entering upon the Property, collect, receive, sue for and recover in its own name all rents and cash collateral derived from the Property, and may deduct therefrom all costs, expenses and liabilities of every character incurred by Mortgagee in controlling the same and in using, operating, managing, preserving and controlling the Property, and otherwise in exercising Mortgagee's rights under this Mortgage or the Financing Documents, including, but not limited to, all amounts disbursed to pay Impositions, insurance premiums and other charges in connection with the Property, as well as compensation for the services of Mortgagee and its respective attorneys, agents and employees.

(i) Mortgagee may release any portion of the Property for such consideration as Mortgagee may require without, as to the remainder of the Property, in any way impairing or affecting the position of Mortgagee with respect to the balance of the Property; and Mortgagee may accept by assignment, pledge or otherwise any other property in place thereof as Mortgagee may require without being accountable for so doing to any other lienholder.

(j) Mortgagee may take all actions, or pursue any other right or remedy, permitted under the Uniform Commercial Code in effect in the State in which the Property is located, under any other applicable law or in equity.

5.2 Mortgagee's Cause of Action. Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage or the Financing Documents, as the same become due, without regard to whether or not the principal indebtedness or any other sums secured by this Mortgage or the Financing Documents shall be due, and without prejudice to the right of Mortgagee thereafter to institute foreclosure or otherwise dispose of the Property or any part thereof, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

5.3 Costs and Expenses. There shall be allowed and included as additional Indebtedness secured by the lien of this Mortgage, to the extent permitted by law, all expenditures and expenses of Mortgagee for attorneys' fees, court costs, appraisers' fees, sheriff's fees, documentary and expert evidence, stenographers' charges, publication costs and such other costs and expenses as Mortgagee may deem reasonably necessary to exercise any remedies or to evidence to bidders at any sale of the Property the true condition of the title to or the value of the Property. All such expenditures and expenses shall bear interest at a floating rate per annum equal to three percent (3%) in excess of the Prime Rate of the Mortgagee then in effect (or if Mortgagee does not have a Prime Rate in effect, then the Prime Rate or its equivalent as provided in the *Wall Street Journal* or any successor periodical), and such interest shall be paid by Mortgagor upon demand by Mortgagee and shall be additional Indebtedness secured by this Mortgage.

5.4 Application of Proceeds as the Result of Foreclosure. The proceeds received by Mortgagee in any foreclosure sale of the Property shall be distributed and applied in the following order of priority to the extent a step in the following sequence has application: *first*, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 5.3; *second*, to the Mortgagee (as trustee under the Indenture) for application as provided in Section 7.5 of the Indenture; *third*, to the Mortgagee (as trustee under the Indenture) for deposit in the appropriate Redemption Account (as defined in the Indenture) to provide for redemption of the Series 2014 Bonds (whether such redemption is mandatory, optional, extraordinary or special) or for deposit in the appropriate Debt Service Account (as defined in the Indenture), all in a manner consistent with Section 7.5 of the Indenture and any redemption required under the Indenture; *fourth*, to all other items which under the terms hereof constitute Indebtedness or Impositions, including, without limitation, deposit into any fund or account created under the Indenture, as a particular circumstance may dictate; and, *fifth*, any surplus to Mortgagor, its legal representatives or assigns, or to third persons with rights to the proceeds, as their rights may appear.

5.5 Receiver. Without limiting the application of Section 5.1 of this Mortgage, upon, or at any time after, the filing of a suit to foreclose this Mortgage, Mortgagee shall be entitled to have a court appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice to Mortgagor or any other person, without regard to the solvency of the person or persons, if any, liable for the payment of the Indebtedness and without regard to the then value of the Property, and Mortgagee may be appointed as such receiver. The receiver shall have the power to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, as well as during any further times when Mortgagee, absent the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of such period. The court from time to time may authorize the receiver to apply net income in the receiver's hands in payment in whole or in part of the Indebtedness, or in payment of any tax, assessment or other lien that may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale.

5.6 Rights Cumulative. The rights of Mortgagee arising under the provisions and covenants contained in each of the Mortgage and the Financing Documents shall be separate, distinct and cumulative, and none of them shall be exclusive of the others. In addition to the rights set forth in this Mortgage or any other Financing Documents, Mortgagee shall have all rights and remedies now or hereafter existing at law or in equity or by statute. Mortgagee may pursue its rights and remedies concurrently or in any sequence, and no act of Mortgagee shall be construed as an election to proceed under any one provision herein or in such other documents to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. If Mortgagor fails to comply with this Mortgage, no remedy of law will

provide adequate relief to Mortgagee, and Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

5.7 No Merger. If Mortgagee shall at any time hereafter acquire title to any of the Property, then the lien of this Mortgage shall not merge into such title, but shall continue in full force and effect to the same extent as if the Mortgagee had not acquired title to any of the Property. Furthermore, if the estate of the Mortgagor shall be a leasehold, unless the Mortgagee shall otherwise consent, the fee title of the Property shall not merge with such leasehold, notwithstanding the union of said estates either in the ground lessor or in the fee owner, or in a third party, by purchase or otherwise. If, however, the Mortgagee shall be requested to and/or shall consent to such merger or such merger shall nevertheless occur without its consent, then this Mortgage shall attach to and cover and be a lien upon the fee title or any other estate in the Property demised under the ground lease acquired by the fee owner and the same shall be considered as mortgaged to the Mortgagee and the lien hereof spread to cover such estate with the same force and effect as though specifically herein granted.

5.8 Waivers of Mortgagor. Mortgagor hereby waives the benefit of any stay, moratorium, valuation or appraisal law or judicial decision, any defects in any proceeding instituted by Mortgagee with respect to this Mortgage or any Financing Documents, and any right of redemption with respect to the Property. Mortgagor waives any right to require marshalling of assets in connection with enforcement of Indebtedness and any right to require the sale of the Property in parcels or to select the order in which parcels are to be sold. Mortgagor waives the right to all notices to which Mortgagor may otherwise be entitled, except those expressly provided for herein. No delay on Mortgagee's part in exercising any power of sale, lien, option or other right with respect to the Property, and no notice or demand which may be given to or made upon the Mortgagor by Mortgagee with respect to any power of sale, lien, option or other right with respect to the Property, shall constitute a waiver thereof, or limit or impair Mortgagee's right to take any action or to exercise any power of sale, lien option, or any other right with respect to the Property without notice or demand, or prejudice Mortgagee's rights as against the Mortgagor in any respect. In addition, no action taken by Mortgagee with respect to the Property shall in any way impair or limit Mortgagee's right to exercise any or all rights or remedies Mortgagee may otherwise have against Mortgagor with respect to any Indebtedness. This Mortgage shall not, in any manner, be construed as a compromise of any Indebtedness. The pledge of, and security interest in, the Property by the Mortgagor to Mortgagee are absolute, unconditional and continuing and will remain in full force and effect until the Indebtedness has been fully paid and satisfied. The pledge of, and security interest in, the Property will extend to and cover renewals of the Indebtedness and any number of extensions of time for payment thereof and will not be affected by any surrender, exchange, acceptance or release by the Mortgagee of any other pledge or any security held by it for any of the Indebtedness. Notice of acceptance of the pledge and security interest, notice of extensions of credit to the Mortgagor from time to time, notice of default, diligence, presentment, protest, demand for payment, notice

of demand or protest, notice of making, renewing or extending any of the Indebtedness and any defense based upon a failure of Mortgagee to comply with the notice requirements of the applicable version of Uniform Commercial Code are hereby waived. Mortgagee in its sole discretion may determine the reasonableness of the period which may elapse prior to the making of demand for any payment upon the Mortgagor, or any guarantor and it need not pursue any of its remedies against any other party before having recourse against the Property.

6. MISCELLANEOUS

6.1 Uniform Commercial Code Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code as adopted in the state where the Property is located for any of the items specified above as part of the Property which may be subject to a security interest pursuant to the applicable version of the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in such items. Mortgagor agrees that Mortgagee may file this mortgage instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage shall be sufficient as a financing statement. In addition, Mortgagor authorizes to Mortgagee to file any financing statements that Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statement and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in such items, including replacements and additions thereto. Upon any Event of Default under this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided in this Mortgage. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies in this Mortgage.

6.2 Waiver. No delay or omission by Mortgagee to exercise any right shall impair any such right or be a waiver thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. Each waiver must be in writing and executed by Mortgagee to be effective, and a waiver on one occasion shall be limited to that particular occasion.

6.3 Amendments in Writing. No change, amendment, or modification hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

6.4 Notices. All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing and shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service, addressed as follows:

To Mortgagor: Constellation Schools: Stockyard Community
Elementary
3200 West 65th Street
Cleveland, Ohio 44102
Attention: Board President

To Mortgagee: U.S. Bank National Association
1350 Euclid Avenue
CN-OH-RN11
Cleveland, Ohio 44115
Attention: Corporate Trust Department

or to such other address as Mortgagor or Mortgagee may from time to time designate by written notice.

6.5 Interpretation. The titles to the Sections and Paragraphs hereof are for reference only and do not limit in any way the content thereof. Any words herein which are used in one gender shall be read and construed to mean or include the other gender wherever they would so apply. Any words herein which are used in the singular shall be read and construed to mean and to include the plural wherever they would so apply, and vice versa.

6.6 Covenant Running With the Land. Any act or agreement to be done or performed by Mortgagor shall be construed as a covenant running with the land and shall be binding upon Mortgagor and its successors and assigns as if they had personally made such agreement.

6.7 Complete Agreement; Counterparts. This Mortgage and the Exhibits are the complete agreement of the parties hereto and supersede all previous understandings relating to the subject matter hereof. This Mortgage may be amended only by an instrument in writing which explicitly states that it amends this Mortgage, and is signed by the party against whom enforcement of the amendment is sought. This Mortgage may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

6.8 Validity. The provisions of this Mortgage are severable. If any term, covenant or condition of this Mortgage shall be held to be invalid, illegal or unenforceable in any respect, the

remainder of this Mortgage shall not be invalidated thereby, and this Mortgage shall be construed without such provision.

6.9 Governing Law. This Mortgage for all purposes shall be construed and enforced in accordance with the domestic laws of the State of Ohio, without regard to conflicts of law principles.

6.10 Binding Effect; Assignment. This Mortgage shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto; however, Mortgagor may not assign any of its rights or delegate any of its obligations hereunder. Mortgagee may assign this Mortgage to any other person, firm, or corporation provided all of the provisions hereof shall continue in force and effect and, in the event of such assignment, any advances made by any assignee shall be deemed made in pursuance and not in modification hereof and shall be evidenced and secured by, the Financing Documents and this Mortgage.

6.11 Interest. In no event shall the interest rate and other charges related to the Indebtedness exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that a court determines that Mortgagee has received interest and other charges hereunder in excess of the highest permissible rate applicable hereto, such excess shall be deemed received on account of, and shall automatically be applied to reduce, the principal balance of the Indebtedness, and the provisions hereof shall be deemed amended to provide for the highest permissible rate. If there is no Indebtedness outstanding, Mortgagee shall refund to Mortgagor such excess.

6.12 O.R.C. 1311.14. This Mortgage secures unpaid balances of obligatory advances to be made by Mortgagee to Mortgagor pursuant to the terms and provisions of the Financing Documents. The Financing Documents obligate Mortgagee to advance to Mortgagor certain sums under definite and certain conditions, in a particular manner and at the times set forth therein, the total outstanding indebtedness of which, at any one time, is equal to the amount of the debt secured by this Mortgage. Mortgagee is authorized and empowered to do all things provided to be done by a Mortgagee under Section 1311.14 of the Ohio Revised Code and any amendments or supplements thereto. This Mortgage is made pursuant to Section 5301.232 and Chapter 1309, including Section 1309.334, of the Ohio Revised Code.

6.13 Future Advances. The parties hereto intend and agree that this Mortgage shall secure unpaid balances of any advances, whether obligatory or not, and whether made pursuant to the Financing Documents or not, made by Mortgagee after this Mortgage is delivered to the Recorder for record to the extent that the total unpaid loan indebtedness, exclusive of interest thereon, Impositions and other amounts that become due from Mortgagor under this Mortgage, does not exceed the maximum aggregate amount of unpaid indebtedness which may be outstanding at any time, which is Three Million Nine Hundred Ninety-Seven Thousand Two Hundred Three Dollars and 99/100 Cents (\$3,997,203.99). Mortgagor further covenants and

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agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances as well

6.14 Mortgagee's Status. Mortgagor hereby acknowledges and agrees that the undertaking of Mortgagee under this Mortgage is limited as follows:

Mortgagee shall not act in any way as the agent for or trustee of Mortgagor. Mortgagee does not intend to act in any way for or on behalf of Mortgagor with respect to disbursement of the proceeds of the Indebtedness secured hereby. Mortgagee's intent in imposing the requirements set forth herein and in the Financing Documents is that of a lender protecting the priority of its mortgage and the value of its security. Mortgagee assumes no responsibility for the completion of any improvements erected or to be erected upon the Property; the payment of bills or any other details in connection with the Property; any plans and specifications in connection with the Property; or Mortgagor's relations with any contractors. This Mortgage is not to be construed by Mortgagor or anyone furnishing labor, materials, or any other work or product for improving the Property as an agreement upon the part of the Mortgagee to assure anyone that such person will be paid for furnishing such labor, materials, or any other work or product; any such person must look entirely to Mortgagor for such payment. Mortgagee assumes no responsibility for the architectural or structural soundness of any improvements on or to be erected upon the Property or for the approval of any plans and specifications in connection therewith or for any improvements as finally completed.

7. ASSIGNMENT OF RENTS AND LEASES

7.1 Assignment of Rents. Mortgagor hereby grants, transfers, and assigns and sets over to Mortgagee all right, title, and interest in and to, all rents, issues, profits and privileges (now due or which may hereafter become due) of, (a) the Property and all improvements at any time constructed thereon or any personal property or fixtures at any time installed or used therein, and (b) all leases now or hereafter existing on all or any part of the Property, whether written or oral, or any letting or any agreement for the use or occupancy of any part of the Property which may heretofore have been or which may hereafter be made or agreed to between Mortgagor or any other present, prior, or subsequent owner of the Property, or any interest therein, or which may be made or agreed to by Mortgagee, its successors or assigns, under the powers herein granted and any tenant or occupant of all or any part of the Property (the "Leases" and each, a "Lease"), all for the purpose of securing the prompt payment, performance and discharge, when due, of the Indebtedness.

7.2 Representations. Mortgagor hereby represents that (a) Leases are valid and enforceable and no default exists under the Leases, (b) Mortgagor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby, and the same have not been sold, assigned, transferred or set over by any instrument now in force, and shall not at any time during the life of this Mortgage be sold, assigned, transferred

or set over by Mortgagor or any other person or persons taking under or through Mortgagor, except pursuant to this Mortgage; and (c) Mortgagor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Mortgagee the rights, interests, powers and authorities herein granted and conferred.

7.3 Further Assurances. Mortgagor shall from time to time execute any and all instruments reasonably requested by Mortgagee in order to effectuate this Mortgage and to accomplish any of the purposes that are necessary or appropriate in connection with this assignment of the leases of the Property, including without limitation, specific assignments of any Lease or agreement relating to the use and occupancy of the Property or to any part thereof now or hereafter in effect, as may be necessary or desirable in Mortgagee's opinion in order to further secure Mortgagee hereunder.

7.4 Lease Modification. Mortgagor shall not (a) amend, extend or modify any Lease, (b) waive or release lessees from obligations under any Lease, (c) terminate or accept from a tenant the termination of any Lease, (d) consent to the mortgage or subleasing of the lessee's interest under any Lease, or (e) evict or institute proceedings to evict any tenant under a Lease, without the prior written consent of Mortgagee, which may be withheld in Mortgagee's sole and absolute discretion.

7.5 Lack of Responsibility. Mortgagee shall not in any way be responsible for any failure to do any or all of the things for which the rights, interests, power or authority are herein granted; and Mortgagee shall not be responsible for, or liable under, any of the agreements undertaken or obligations imposed upon the Mortgagor as lessor under any of the Leases or other agreements with respect to the Property. Mortgagee shall be accountable only for the amounts, if any, actually received by it under the terms of this Mortgage.

7.6 Effective Date. The parties agree that this Mortgage is an actual assignment effective as of the date hereof, and that upon demand made by Mortgagee on the lessor or lessee under any of the Leases or on any person liable for any of the rents, issues, and profits of and from the Property or any part thereof, such lessor or lessee or person liable for any of such rents, issues and profits shall, and is hereby authorized and directed to pay to or upon Mortgagee's order, and without any inquiry of any nature, all rents and other payments then or thereafter accruing under the Leases or any other instrument or agreement, oral or written, granting rights to, and creating an obligation to pay rents, issues, or profits in connection with the Property.

7.7 Collection and Application of Rents. As long as no Event of Default exists under the Indebtedness secured hereby, Mortgagee agrees not to demand from any lessor or lessee under the Leases or from any other persons liable therefor, any of the rents, issues or profits hereby assigned, but shall permit Mortgagor to collect all such rents, issues and profits from the Property and the Leases on, but not prior to, accrual, and Mortgagor shall apply the same (a) first, to the payment of taxes and assessments upon the Property before penalty or interest is due

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thereon, (b) second, to the cost of such insurance and of such maintenance and repairs as are required by the terms of the Financing Documents, and (c) third, to the payment of principal, premium (if any) late charge or fees and interest becoming due on the Financing Documents, before using any part of the same for any other purposes; provided, however, that notwithstanding the provisions of this section, all lessors and lessees under the Leases and all persons liable for rents, issues and profits of and from the Property shall comply with any demands for rents made by Mortgagee pursuant to the provisions of this Mortgage without reference to whether or not the same is made in accordance with this section and without further consent from Mortgagor.

7.8 Default: Remedies. Upon or at any time after the occurrence of an Event of Default under the Indebtedness, Mortgagee may declare all sums secured hereby immediately due and payable and may, at Mortgagee's option, without notice, either in Mortgagee's person or by agent and with or without bringing any action or proceeding, or by any receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Property and each and every part thereof, and in connection therewith, Mortgagee may make, enforce, and modify any of the Leases; fix or modify rents; repair, maintain, and improve the Property; employ contractors, subcontractors, and workmen in and about the Property; obtain and evict tenants; in its own name, sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid; employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Mortgagee's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Mortgagee may deem necessary and appropriate in and about the Property for the protection thereof and of Mortgagee's rights hereunder or under the Financing Documents, and any and all amounts expended by Mortgagee in connection with the foregoing shall constitute additional Indebtedness secured hereby. Mortgagee shall apply any monies collected by Mortgagee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any Indebtedness secured hereby in such order and manner as Mortgagee may determine. The entering upon and taking possession of the Property; the collection of rents, issues, and profits; the exercise of any rights hereinabove specified; and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Financing Documents.

7.9 Tenants. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Mortgagee without investigation as to the reason for any action taken by Mortgagee or the validity or the amount of Indebtedness owing to or the existence of any default hereunder or under the Financing Documents, or the application to be made by Mortgagee, of any amounts to be paid to Mortgagee. Mortgagee's sole signature shall be sufficient for the exercise of any right under this Mortgage and Mortgagee's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or

occupant of the Property. Checks for all or any part of the rental collected under this Mortgage shall be made to the exclusive order of Mortgagee.

7.10 Performance of Obligations. Mortgagor shall perform all of its obligations as lessor or lessee under any of the Leases, and shall give prompt notice to Mortgagee of any notice of default by Mortgagor under any of the Leases, together with a complete copy of any such notice. Mortgagor shall enforce the performance and observance of each and every covenant of the lessors or lessees under the Leases.

7.11 Operation of Property. Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any of the Leases, nor shall this Mortgage operate to place upon Mortgagee responsibility for the control, operation, management, or repair of the Property or the carrying out of any of the terms and conditions of any of the Leases; nor shall this Mortgage operate to make Mortgagee liable for any waste committed on the Property by the lessor or lessee under any of the Leases or committed by any other party, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property, resulting in loss, injury or death to any tenant, licensee, employee, invitee or stranger.

7.12 Indemnification with respect to Leases. Mortgagor shall, and does hereby agree to, indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any of the Leases or under or by reason of this Mortgage and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any of the Leases, except for liability, loss or damage and all claims and demands arising from actions taken by Mortgagee or its authorized representatives hereunder. Should Mortgagee incur any such liability, loss or damage under any of the Leases or under or by reason of this Mortgage, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall be secured hereby, Mortgagor shall reimburse Mortgagee therefor immediately upon demand, and upon Mortgagor's failure to do so, Mortgagee may declare all such sums immediately due and payable. The provisions of this Section shall survive termination of this Mortgage and repayment or satisfaction of the Indebtedness secured hereby.

7.13 Advance Rent. Mortgagor has not and shall not accept rent in advance under any of the Leases other than the Ground Lease and except only monthly rents for current months which may be paid in advance.

8. DEFEASANCE

8.1 Defeasance. If Mortgagor shall keep, observe and perform all of the covenants and conditions of this Mortgage on its part to be kept and performed and shall pay and perform,
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or cause to be paid and performed, all of the Indebtedness whether now outstanding or hereafter arising, including all extensions and renewals thereof, and all of the other Indebtedness, then Mortgagee shall release this Mortgage upon the request and at the expense of Mortgagor, otherwise this Mortgage shall remain in full force and effect.

9. FIXTURE FILING


9.1 Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under 1309.502 of the Ohio Revised Code (or any successor provision), covering any Property which now is or later may become fixtures attached to the Premises or improvements. The description of the Property in this Mortgage includes goods which are or are to become fixtures on the Premises and/or improvements of which Mortgagor is the record owner. For this purpose, the respective addresses of Mortgagor, as debtor, and Mortgagee, as secured party (from which information concerning the security interest may be obtained), are as set forth in the preambles of this Mortgage

[Remainder of page intentionally left blank]

[Signature page to Open-End Mortgage and Security Agreement

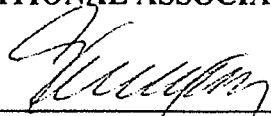
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

**CONSTELLATION SCHOOLS:
STOCKYARD COMMUNITY ELEMENTARY**

By: 
Name: Daniel Ziemba
Title: president

Accepting:

U.S. NANK NATIONAL ASSOCIATION

By: 
Name: Elizabeth A. Thuning
Title: Vice President

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

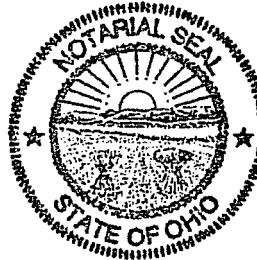
On this 8th day of April, 2014, before me, a notary public in and for the county and state aforesaid, personally appeared Daniel Ziemba, to me known and known to me to be the President of Constellation Schools: Stockyard Community Elementary and to me known to be the individual who executed the foregoing instrument, and acknowledged to me the execution thereof to be his/her free act and deed and the free act and deed of Constellation Schools: Stockyard Community Elementary.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

My commission expires: No Expiration

B. Newman
Notary Public
Bradley Newman Ruess

[NOTARY SEAL]

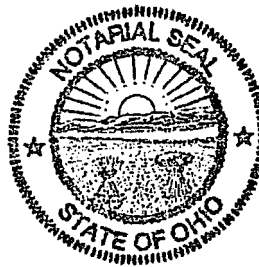


Bradley Newman Ruwe
Attorney At Law
Notary Public - Ohio
My Commission has no expiration
Section 147.03 O.R.C.

On this 8th day of April, 2014, before me, a notary public in and for the county and state aforesaid, personally appeared Elizabeth Thuning, to me known and known to me to be the Vice President of U.S. Bank National Association and to me known to be the individual who executed the foregoing instrument, and acknowledged to me the execution thereof to be his/her free act and deed and the free act and deed of U.S. Bank National Association.

Bradley Newman Ruwe
Notary Public
Bradley Newman Ruwe

[NOTARY SEAL]



This instrument prepared by:
Bradley N. Ruwe, Esq.
Peck, Shaffer & Williams,
A Division of Dinsmore & Shohl, LLP
255 E. 5th Street, Suite 1300
Cincinnati, Ohio 45202

EXHIBIT A

THE PREMISES

(3200 West 65th Street, Cleveland, Ohio 44102)

DESCRIPTION OF RECORD

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio:

And known as being split Parcel "A" in the map of Lot Split made for Batac Corporation, being part of Block "M" in J. H. Sargent's Allotment of part of Original Brooklyn Township Lot 34 as shown by the recorded Plat in Volume 7, Page 30 of Cuyahoga County Map Records and part of Original Brooklyn Township Lot 34, as shown by the recorded Plat in Volume 330, Page 4 of Cuyahoga County Records.

EXHIBIT B

RESTRICTIONS ON THE PREMISES APPROVED BY MORTGAGEE – PERMITTED ENCUMBRANCES

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Memoranda of Ground Lease, dated as of March 1, 2014, by and between Constellation Schools: Stockyard Community Elementary (lessor) and the Cleveland-Cuyahoga County Port Authority (lessee).
2. Memoranda of Lease Agreement, dated as of March 1, 2014, by and between the Cleveland-Cuyahoga County Port Authority (lessor) and Constellation Schools: Stockyard Community Elementary (lessee).
3. Lease Assignment Agreement, dated as of March 1, 2014, by and between the Cleveland-Cuyahoga County Port Authority and U.S. Bank National Association.
4. Assignment of Rents and Leases, dated as of March 1, 2014, by and between Constellation Schools: Stockyard Community Elementary and U.S. Bank National Association.
5. Subordination, Non-Disturbance and Attornment Agreement, dated as of April 10, 2014, by and among U.S. Bank National Association, the Cleveland-Cuyahoga County Port Authority, and Constellation Schools: Stockyard Community Elementary.
6. Environmental and General Indemnity, dated as of March 1, 2014, by and among Constellation Schools: Stockyard Community Elementary, U.S. Bank National Association, and the Cleveland-Cuyahoga County Port Authority.
7. Rights or claims of parties in possession not shown by the public records.
8. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
9. Easements or claims of easements not shown by the public records.
10. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
11. Taxes or special assessments which are not shown as existing liens by the public records.

- 12 Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the policy pursuant to paragraph D of Ohio Revised Code Section 1509.31 effective June 30, 2010.
- 13 Any Lease, Grant, Exception or Reservation of Minerals or Mineral Rights together with any rights appurtenant thereto.
- 14 Notice of Commencement, filed for record April 30, 2009 and recorded in AFN 200904300631 of Cuyahoga County Records, RFC Contracting, Inc., hereby claims that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real property described therein.
- 15 The County Treasurer's 2013 General Tax Duplicate shows:

Taxes for the year of 2013 listed in the name of The Industrial Development Authority of the County of Pima, Arizona, (Parcel No. 016-04-010), are exempt.

Note: There are no Special Taxes or Assessments charged against the premises under examination.

Taxes for year of 2014, undetermined, are a lien, but not due and payable.

Additions, if any, which may hereafter be made by legally constituted authorities.

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ATTACHMENT 6.3 EDUCATIONAL PLAN

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

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

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

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

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

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

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

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



Constellation Schools

Stockyard Community Elementary

"The Right Choice for Parents and a Real Chance for Children"

IRN: 143487

Fiscal Year: 2020-2021

6.3 Educational Curriculum Plan

Focus, Mission, Philosophy, Goals, and Objectives of Curriculum

Constellation Schools: Stockyard Community Elementary will maintain high student learning expectations and will employ teachers who are licensed as identified by the Ohio Department of Education.

Mission

Constellation Schools: Stockyard Community Elementary provides every child an opportunity to obtain an excellent education built on a foundation of character education for lifelong success.

Vision

1. Constellation Schools will create an exceptional learning community characterized by high expectations and academic excellence.
2. Our students will be actively engaged life-long global learners and be responsible, compassionate involved world citizens.
3. Our families will support their children and school as important, welcomed members of our diverse learning community.
4. Our teachers will be inspiring, compassionate and committed to the success of every student.
5. Our leaders will provide superior service, resources, and support to engage the community and ensure the success of every student.
6. Our Board of Directors will guide our school in creating a culture of excellence ensuring the success of every student.

Values

We believe all children deserve an exceptional education in a safe, caring, nurturing environment.

We will create a student focused community of global learners where children excel, are responsible, ethical world citizens, prepared for success in career, college and life.

Measurable SMART Goals

1. A minimum of 80% of all students in grades (K-8) will increase their RIT scores in Reading and Math as demonstrated by the fall, winter, and spring MAP (Measures of Academic Progress) benchmark assessment.
2. One Hundred Percent of all teachers will align their lessons to the Ohio's Learning Standards in Science and Social Studies in order to adequately prepare students for the Ohio State Tests assessments.
3. One hundred percent of all teachers will align their lessons to the Ohio Learning Standards in Math and ELA in order to adequately prepare students for the Ohio State Tests assessment.
4. Students must demonstrate success of the State Board Physical Education Standards, as demonstrated by 100% of required students completing the Ohio Physical Education Assessment per grade level.
5. One hundred percent of all teachers will integrate technology into their lessons and will prepare students for the advancing technological society.
6. LEP students will increase proficiency levels by 10% in both Reading and Math on the Ohio State Tests.

Characteristics of the Students

Enrollment PlanLA					
Grades	2019-20	2020-21	2021-22	2022-23	2023-24
	Number of Students				
Kindergarten	22	22	22	22	22
1 st Grade	22	27	27	27	27
2 nd Grade	24	27	31	34	37
3 rd Grade	34	27	32	36	40
4 th Grade	26	40	32	35	38
5 th Grade	41	36	46	36	39
6 th Grade	32	51	44	50	42
7 th Grade	0	0	0	0	0
8 th Grade	0	0	0	0	0
Total Enrollment	201	230	234	240	245
Classes Per Grade	2	2	2	2	2
Number of Students Per Class*	K: 22:1 1 - 6 27:1	K: 22:1 1 - 6 27:1	K: 22:1 1 - 6 27:1	K: 22:1 1 - 6 27:1	K: 22:1 1 - 6 27:1

*No classroom can exceed a ratio of (24) students to every (1) regular classroom teacher.

Constellation Schools: Stockyard Community Elementary will keep enrollment to 2 classrooms per grade level with a student enrollment of 22 - 27 students in each classroom for a total of 44 - 54 students per grade level. Constellation Schools: Stockyard Community Elementary will continue to enroll students in Kindergarten to Grade 6 with the option to enroll in grades 7 and 8.

In order to maintain consistent maximum enrollment, Constellation Schools: Stockyard Community Elementary will execute marketing strategies that increase awareness of our school and partner with community agencies to provide services and identify potential families and children for enrollment.

English Language Learners

To the extent students do have limited English proficiency, the nature of the overall academic program and small class sizes will be conducive to meeting the needs of these students. Teachers are expected to meet the individual needs of every child, and a child with limited English would present no exceptional circumstance to this requirement. Additional services will be made available to students if the classroom teacher believes the child will benefit from such services and the teacher is not equipped to provide the assistance necessary.

Low Performing Learners

Constellation Schools: Stockyard Community Elementary will utilize the Response to Intervention process to identify low performing students. Students identified as low performing students in any given area will be provided with a research-based intervention to address their specific need. Students will be progress monitored in their area of need biweekly to measure growth and to determine next steps as outlined in our Response to Intervention.

Constellation Schools: Stockyard Community Elementary is a school-wide Title One school. Each year, a needs assessment will be conducted to determine areas of weakness and a plan to target these areas will be developed. All Title One teachers are highly qualified in their area of instruction through the Ohio Department of Education.

Intervention services will be provided to low performing students based on need. Constellation Schools: Stockyard Community Elementary will use both push in and pull out methods of intervention.

College and Career Readiness

Preparing students for college and career is a part of the education plan for which will contribute to the school’s performance. Whether training in a technical field or preparing for work or college, the College and Career Readiness component looks at how well prepared students are for their future opportunities. Constellation Schools: Stockyard Community Elementary believes preparing students for their future requires a partnership between students, parents, and the school. Constellation Schools: Stockyard Community Elementary will be using a curriculum called “Naviance”. This curriculum is collaborative and enhances supporting students in setting personal goals, searching colleges and exploring careers based on personal skills and interests.

Description of Curriculum

Constellation Schools: Stockyard Community Elementary will use a competency-based educational program which is aligned with Ohio's Learning Standards in Social Studies, Science, ELA and Math. These standards will ensure that all students are prepared for the state-mandated tests and all other achievement tests that the state has implemented. The curriculum will be sequentially developed for grades seven and eight, with emphasis placed on mastery at grade level and special intervention for at risk students. The curriculum will include the following content areas:

<i>Language Arts</i>	<i>Math</i>	<i>Science</i>	<i>Social Studies, including Citizenship</i>
<i>The Arts</i>	<i>Technology</i>		<i>Physical Education/Health & Safety</i>

In addition, Constellation Schools: Stockyard Community Elementary will integrate Character Education throughout its curriculum. The school’s character education component is constantly monitored, evaluated and upgraded to ensure students are exposed to the most comprehensive program possible. Copies of the most current character education materials are available at the school or upon request.

Technology and computers play a significant part in the lives of children today, therefore, Constellation Schools: Stockyard Community Elementary has adopted a comprehensive Computer/Technology Education Curriculum, which is constantly monitored, evaluated and improved. A copy of the most current Technology Curriculum is available for review at the school or upon request.

Constellation Schools: Stockyard Community Elementary has a curriculum map for all subject areas. Each map is aligned to the appropriate standards and curriculum resource. Recommendations for activities and assessments that support each standard are included on the curriculum maps. The maps were created with input from all teachers. The curriculum committee meets regularly to review materials and texts and makes recommendations for revisions based on staff feedback. The curriculum maps are available for review at the school or upon request.

ELA – Constellation Schools: Stockyard Community Elementary has adopted Pearson Reading Street for Tier I instruction in grades K to 3. The Pearson Reading Street intervention kits for grades K to 2 will be used for Tier 2 and Tier 3 intervention and remediation. Grades 3-6 use Harcourt Trophies Scholastic Storyworks. Grades 7 and 8 use Elements of Literature.

Math- McGraw Hill My Math series is used for Tier I instruction in Math for grades K to 8. IXL Math are all computer intervention programs for Tier 2 and Tier 3 interventions.

Social Studies - Social Studies Alive (a computer based program) is used for all instruction of Social Studies.

Science – Ohio Science Fusion (a computer based program) is used for all Science instruction in Grades K to 8.

Physical Education/Health – SPARK curriculum is adopted for use in physical education instruction. Fitnessgram is used as the fitness measure for the State of Ohio wellness measures. McGraw Hill Health curriculum is used for grades K to 8.

Research-based Intervention Curriculum - Headsprout, Reading A to Z, IXL Math and IXL ELA, Small Group Guided Reading, Small Group Guided Math

Constellation Schools: Stockyard Community Elementary selected the above curriculum based on its alignment to and Ohio’s Learning Standards in Science and Social Studies. A Curriculum committee has met with representatives from

curriculum vendors and has evaluated each curriculum based on its alignment to standards and research-based outcomes.

Constellation Schools: Stockyard Community Elementary will utilize Ohio’s Learning Standards to provide differentiated instruction to students and to meet the students at their levels. Ohio Academic Standards – Extended will be used to provide access to all curriculum areas through modifications of grade-level content standards that have been identified as having a disability when applicable.

Constellation Schools: Stockyard Community Elementary works with the Education Program Coordinator, the Curriculum Program Coordinator, and Curriculum Committee to evaluate, review, and revise the curriculum to ensure alignment to Ohio’s Learning Standards.

Constellation Schools: Stockyard Community Elementary’s process for selecting new curriculum resources is based on teacher input. Each request for new curriculum materials will be evaluated and considered by the Curriculum Program Coordinator and Curriculum Committee to identify need, research-based outcomes, and alignment to Ohio’s Learning Standards.

Constellation Schools: Stockyard Community Elementary will evaluate whether the curriculum is successfully implemented and effective for all students with the assistance of the Education Program Coordinator, Curriculum Program Coordinator, Curriculum Committee, building principal, and instructional coach. Student Data and teacher feedback will be used as determination of specific curriculum strengths and weaknesses.

Instructional Delivery Methods

Constellation Schools: Stockyard Community Elementary will employ a variety of instructional methods to ensure that the individual educational needs of all students are met, to maintain student interest, and to challenge all students to strive for academic excellence. A certificated teacher is in each classroom, supplemented by aides, and specialty teachers where necessary and appropriate. Teaching students’ skills in each curriculum area will be accomplished in single or multi-grade classrooms through the following instructional techniques:

self-contained classrooms	small and large group instruction	grouping by subject interest
ability grouping	multi-age classrooms and/or flexible groupings	individualized instruction
independent study	computer-based and/or assisted instruction	cooperative learning
Direct Instruction	field trips, guest speakers and special presentations	multimedia instruction
departmentalization	volunteer and real life experiences	interdisciplinary teaming

Educational Program for Each Grade Served

Constellation Schools: Stockyard Community Elementary has a curriculum map for all subject areas. Each map is aligned to the appropriate standards and curriculum resource. Recommendations for activities and assessments that support each standard are included on the curriculum maps. The maps were created with input from all teachers. The curriculum committee meets regularly to review materials and texts and makes recommendations for revisions based on staff feedback. The curriculum maps are available for review at the school or upon request.

Evidence/Research of Viability of Curriculum

Constellation Schools: Stockyard Community Elementary selected the all curriculum based on its alignment to Ohio’s Learning Standards in Science and Social Studies. A Curriculum committee has met with representatives from curriculum vendors and has evaluated each curriculum based on its alignment to standards and research-based outcomes.

Classroom Based and Non Classroom Based Instruction

Classroom Based

All students will follow a weekly schedule consisting of classroom based learning in math, science, social studies, English/language arts, music, art, physical education, technology, and character education. Several times a year, students

will be able to participate in special programs including Science Fair, Spelling Bee, holiday music programs, plays, and the Constellation Art & Music Show. Field Trips and guest speakers will be offered based on alignment with Ohio's Learning Standards.

Formats

All activities are aligned to the content standards and relevance must be documented prior to approval and participation.

Constellation Schools: Stockyard Community Elementary's BLT works with the TBT to select new learning opportunities.

All students follow the weekly schedule including all classroom and non-classroom learning opportunities. To measure effectiveness of these opportunities, a variety of assessments are used, as described in the Assessment Plan.

Non-classroom Based

Technology – Students in grades second through eighth will be instructed using a one to one technology model that incorporates a station rotation. Google Apps for Education is used in all classrooms. Teachers will collaborate with Technology and Instructional coaches to incorporate instructional strategies that include technology.

Several times a year, students will be able to participate in special programs including Science Fair, Spelling Bee, holiday music programs, plays, and the Constellation Art & Music Show. Field Trips and guest speakers will be offered based on alignment to Ohio's Learning Standards.

Tutoring will be implemented based on student needs. Instruction will align with Ohio's Learning Standards and work to remediate and/or enrich student achievement.

Post-secondary and career planning are not applicable to the elementary setting.

Student Suspension/Expulsion Learning is aligned to our student suspension and expulsion board policy.

Internet or Independent Study is not applicable at this time.

Special Education

All reasonable efforts shall be made to serve students with disabilities eligible for special education and/or related services. A free appropriate public education shall be provided for each child determined to be in need of special education and/or related services. Such a program of special education shall be provided in the least restrictive environment and in barrier-free facilities comparable to those provided for non-disabled students. To the maximum extent appropriate to the student's disability, a student with disabilities shall be placed in an educational setting with non-disabled or less severely disabled students. No student will be denied, because of his/her disability, participation in co-curricular, intramural, or interscholastic activities or any of the services offered or recognitions rendered regularly to the students of the school.

Methods and strategies for identifying and serving students with disabilities in compliance with federal laws and regulations.

The school is dedicated to facilitating the social, academic, and emotional growth of all Students, and believes that all children can and will learn if they are provided with a safe, nurturing and caring educational environment.

All students entering the School will be screened for hearing, vision, speech and communication, and health or medical problems by November 1st of each school year. Students admitted other than at the beginning of the school year will be screened within 60 days of admission. Upon enrolling, students previously identified as having special educational needs will have their Individual Educational Program (IEP) reviewed according to applicable law and policy, and revised where appropriate. Students suspected of having a disability with an educational impact, but not previously identified, may be provided with classroom interventions recommended and designed to assist the Student overcome his/her learning difficulties without further identification. Where interventions are not successful in meeting the educational needs of the student, an Evaluation Team Report (ETR) will be performed on site after parental consent has been secured. An IEP will be developed within 30 days, in accordance with applicable requirements, for students identified as having a disability with an educational impact. All students with disabilities will be provided services in the least restrictive environment.

Typically, this will mean that special needs students will receive services in the classroom with other students, however, when necessary and justified, students with disabilities may be pulled from the classroom and provided services on an individual or group basis.

The school will, in circumstances either allowed or required by applicable law: allow adjusted performance/passing standards for Students who have demonstrated limited intellectual capacity, and if deemed necessary by the school.

The School will comply with all laws governing the provision of services to Students with special needs. In compliance with the Individuals with Disabilities Education Act (IDEA), multi-factored evaluations beyond those mentioned above will be conducted as needed on all students classified “special education.” Psychological evaluations and re-evaluations will be conducted as required by law. The school will comply with the building, program and other accessibility requirements of the Americans with Disabilities Act (ADA) and other applicable laws.

Process for identifying students with disabilities.

Constellation Schools: Stockyard Community Elementary supports and complies with all applicable federal and state laws, procedures and policies regarding the School’s child find responsibilities. The school will conduct all child find activities for students who are enrolled in the school so that they are appropriately located, identified and referred for evaluation.

Pursuant to Ohio law, Constellation Schools: Stockyard Community Elementary is required to perform the same child find duties as city, local, exempted village school districts, and will endeavor to adhere to its responsibilities in a manner that does not duplicate the duties of the city, local, or exempted village school districts. A Child Find Notice shall be published on the Constellation website and in the annual report for each school.

Constellation Schools: Stockyard Community Elementary will utilize the Response to Intervention process to identify low performing students. Students identified as low performing students in any given area will be provided with a research-based intervention to address their specific need. Students will be progress monitored in their area of need biweekly to measure growth and to determine next steps as outlined in our Response to Intervention. The school will use a variety of formative and summative assessments in order to evaluate student knowledge and skills. Assessments have been selected based on their alignment to Ohio’s New Learning Standards.

Resources the school will devote to serving students with disabilities.

Each special education teacher will review student IEPs and create a daily schedule that includes service time. The schedule will also reflect classroom planning time and teacher based team (TBTs) time. The researched based curriculum offers the instructor a differentiated approach to meet the needs of diverse learners. The special education teacher has access to a universal screen and monitoring program. Constellation Schools: Stockyard Community Elementary has access to weekly full release mentors to meet with teachers to provide direct support in the area of special education compliance, strategies and service delivery.

Process for coordination between general education teachers and special education teachers and/or service providers.

As required team members, each of the above parties will have input and will be responsible for implementation of a student’s Individual Education Program (IEP). A copy of each student’s IEP is given to general education teachers and service providers at the start of the school year. The team will meet together to review the components of each IEP. The general education and special education teachers will meet regularly in their teacher based teams where they will collaborate in regards to student needs in instruction, service delivery, construction and execution of each IEP. The teams will also meet annually to create and review the IEP with all required members.

Process used to monitor the achievement and progress of students with disabilities.

The student Individual Education Program will outline student current performance level on skills that the student will be learning for a year, the IEP identifies the goals that the student needs to reach by the end of the year, and establishes the rate of progress the student must make to meet those goals. The special education teacher then measures the student’s academic progress regularly (weekly, biweekly, or monthly) using probes or measures. The progress on each goal is

communicated with parents every 4 to 5 weeks in the form of an interim or progress report. If the student struggles to achieve each goal, the team reconvenes and adjusts the goal(s) as appropriate.

Process used to evaluate the efficacy of the program and ensure needs of special education students are met.

As students are identified as a student with an educational disability, an IEP is created based on the information outlined in the ETR. If the student has an IEP upon enrolling, the team reviews the ETR and IEP chooses to reevaluate, adopt all documents in their entirety or revise as necessary. Progress monitoring occurs regularly as deemed necessary per the IEP. If the student is demonstrating progress is being made and the services, goals and accommodations are appropriate, the service providers continue with the program in place. If the team deems adequate progress is not being made, based on the progress monitoring measure outlined in the IEP, the team reconvenes and amends as necessary.

Evidence that supports the appropriateness of the school's approach to serving students with disabilities.

The multi-step approach includes a tiered RtI program that assesses students based on a district approved research based assessment. If a student is identified as being at risk, interventions are provided and progress monitoring takes place in regular increments using a researched based progress monitoring program. The information is reviewed regularly and the team determines whether students are making adequate progress with the current level of intervention, or if increased frequency or intensity of interventions is necessary. If interventions are not successful in meeting educational needs, a qualified team conducts an ETR. If the student qualifies as a student with an educational disability, an IEP is created within 30 days. Upon enrolling, students previously identified as having special educational needs will have their Individual Educational Plan (IEP) reviewed according to applicable law and policy, and revised where appropriate. The IEP team members will offer accommodations and modifications and progress monitoring as outlined on the IEP. If the team determines that adequate progress is not being made, the team will reconvene and amend the IEP as appropriate.

English Learners

English learner students (EL) are entitled to the same educational rights and privileges as all students in Constellation Schools: Stockyard Community Elementary. The goal of the mainstream classroom teacher(s) and EL teacher(s) is to create an environment where the EL students can overcome their linguistic, cultural and academic difficulties. We believe the best way for EL students to receive their equal educational opportunity is through continual collaboration with the mainstream classroom teacher(s) and the EL teacher(s). The goal of Constellation School's English Learner Program is academic success, graduation from the EL program and most importantly the language proficiency that will allow our students participate fully in society for the rest of their lives.

Methods and strategies for identifying and serving EL students in compliance with all federal laws and regulations.

In order to determine a student's eligibility for the program, a Home Language Survey is completed at the time of enrollment for all students who are identified on the enrollment application with a language other than English spoken at home.

Process for identifying students whose first language is not English and the methods for determining the assistance these students may need.

The answers on the Home Language Survey (HLS) will determine whether or not a language other than English is utilized in the home. If the HLS shows that another language is spoken in the home, an initial assessment must be given to determine if the student is an English Learner (EL). A standardized assessment of language proficiency will be used, and the student's composite score on this assessment will determine their need and eligibility for the English Learner program.

If a student transfers to Constellation Schools: Stockyard Community Elementary and the administration is given records from the previous school with an OELPA score of anything less than proficient, the above steps can be skipped. The student is still considered EL, however, a language proficiency assessment can be given to learn how to better meet the needs of the student.

There are sometimes instances when a HLS will indicate English is the only language spoken in the home, but the classroom teacher may learn that another language is spoken. If the student is doing well academically, socially, and

culturally within the school, the classroom teacher and the EL teacher will respect the HLS. However, if the classroom teacher sees the student struggling with listening, speaking, reading, or writing, the team should elicit help from the EL teacher to discuss changing the HLS.

The approach taken to meet the needs of EL students both within general education classrooms and in other settings.

The ESL teacher will utilize the initial testing scores or yearly OELPA scores in order to best meet the needs of each ESL student that is permitted to receive services. This means the frequency, group size and duration of service will not be equal for all students.

Most commonly, the ESL teacher will use the pull-out model of instruction. Constellation Schools: Stockyard Community Elementary's Response to Intervention (RtI) model allows time for pull-out instruction without missing core instructional times in the classroom. There may also be classrooms where the EL teacher and classroom teacher feel pushing-in and working together to co-teach can have the most benefit to the EL students. Co-teaching is done throughout the school year.

The resources the school will devote to serving EL students.

Teachers will have weekly planning time to collaborate how to best meet the needs of the EL student. Students will have access to computers and computer programs that are researched based and will reinforce necessary language concepts. Teachers will be permitted to attend the yearly EL conference through the state of Ohio.

Process for coordination between general education teachers and staff serving EL students, ie. ESL or TESOL teachers.

The general education teacher and the EL teacher collaborate as needed to make sure the needs of the EL student are being met. This is done at least 3 times per year during the RtI process.

Process used to monitor the achievement and progress of EL students, including exit criteria.

New student's families are administered a Home Language Survey. If the survey comes back that a different language is spoken in the home, then the EL teachers give an assessment to determine eligibility for language services. If the student is an English Learner and the parent accepts services, the student is assigned appropriate serves based on EL needs. This can include but is not limited to pull-out small group instruction, push-in classroom instruction or one on one intensive instruction. The student must take the state exam (OELPA) and if the student meets the criteria to exit the EL program they are no longer classified as EL, but are monitored for 2 years. If the student does not pass the state exam, the student remains eligible for EL services and remains in the program and takes the state exam (OELPA) annually. If the parent denies service, the student is still considered EL and must take the annual state exam (OELPA) in order to exit the program.

Process used to evaluate the efficacy of the program and to ensure the needs of EL students are being met.

This will be accomplished through the use of the OELPA which is administered yearly. Also, a parent survey is administered at the end of the year to determine if the needs of the students are being met.

Process used to make all necessary materials available to parents of EL students in a language they can understand.

All necessary documents are translated upon request of the parent into their home language.

At-Risk Students

Constellation Schools: Stockyard Community Elementary will make every reasonable effort to close the achievement gap between its high and low-performing children. The school utilizes a Response to Intervention program to identify and intervene effectively with students who are struggling with grade level skills and are at risk for low performance. Within this model, all students are assessed using the NWEA MAP assessments in fall, winter and spring of each academic year. Students will be assessed in Reading, Math, Language Usage and Science.

Methods and strategies for identifying and serving students who are not meeting academic standards and are at risk of academic failure both within general education classrooms and in other settings.

Following the Fall MAP assessment, students whose scores fall below the 25th percentile begin receiving small group intervention for 60-90 minutes each week to target specific skill deficits in reading or math.

Resources the school will devote to serving struggling students.

Students identified as low performing students in any given area will be provided with research-based interventions in and out of the classroom to address their specific needs. Students will also be offered tutoring after school based on their individual needs. Parents may contact the school to schedule a conference with any of their child's team to discuss their child's progress.

Constellation Schools: Stockyard Community Elementary is a school-wide Title One school. Each year a needs assessment will be conducted to determine areas of weakness and a plan to target these areas will be developed. All Title One teachers are properly certified in their area of instruction through the Ohio Department of Education.

Intervention services will be provided to low performing students based on need. Constellation Schools: Stockyard Community Elementary will use both push in and pull out methods of intervention.

Process used to monitor the achievement and progress of struggling students.

Progress monitoring data is collected using the AIMSWeb program every two weeks to track the student's progress in intervention and to inform instruction.

Process used to evaluate the efficacy of the program and to ensure the needs of struggling students are being met.

Every eight weeks, the school team, including but not limited to the classroom teacher, Title I (intervention) teacher, building administrator and school psychologist, convenes to review the progress monitoring data and determine whether the student is responding to the current level of intervention. If the student's rate of progress and/or skill level fall below the grade level target based on AIMSWeb national norms, the intensity of the intervention will be increased for an additional four to six weeks and then reviewed again by the team. Students who have been receiving consistent intervention and are not responding to this level of support, or students who are only able to make progress with intensive, individualized supports in place may be referred for a multi-factored evaluation to determine whether the student demonstrates educational needs that require specially designed instruction to access the general education curriculum.

K-3 Students Identified as Not on Track

Instructional methods for students not on track to meet the 3rd Grade Reading Guarantee.

The students are pulled out for individualized instruction based on their RIMPS. The amount of time varies according to the tier that they are placed in. The minutes are adjusted based on RtI meetings that are held once per quarter.

Methods and strategies for identifying and serving students not on track to meet the 3rd Grade Reading Guarantee.

The school administers NWEA Map to students in the fall. The results of this assessment are used to determine if the students are on or off track. Students meeting the cut score are considered on track, while those who do not meet the cut score are deemed off track. The students who are off track are then placed on a RIMP and goals are set to help the student achieve growth. Students are progress monitored according to the guidelines set forth by the RIMP.

Resources the school will devote to serving struggling K-3 students.

Students are pulled out to receive differentiated instruction or the Title I teacher will push in to offer differentiated instruction. The instructional materials that will be used are Headsprout, IXL Math and ELA, and AIMSWeb. These resources will be accessible through one to one laptop computers. The Title I teachers who will work with the struggling K-3 students will plan weekly with the general education classroom teacher.

Process used to monitor the achievement and progress of Not On Track K-3 students.

The students who are off track are placed on a RIMP and goals are set to help the student achieve growth. Students are progress monitored according to the guidelines set forth by the RIMP.

Process used to evaluate the efficacy of the program and to ensure needs of Not On Track K-3 students are being met.

Teachers, principals and building coaches will review the progress monitoring data as well as the map data at the end of each assessment to determine if the students are performing at an appropriate level, based on the goals set forth by their RIMP.

High Performing/Gifted Students

How instructional methods and strategies are appropriate for and meet the needs of students who are exceeding grade level performance expectations.

Teachers will be required to plan their lessons according to the students' needs ensuring that differentiated instruction occurs for students who are exceeding grade level performance expectations. Additionally, the teacher will use multiple instructional materials, activities, strategies, and assessment techniques to meet students' needs and maximize the learning of their high achieving students. They will adjust the delivery and pacing of the lesson in response to student cues, and use both direct instruction and indirect instruction flexibly to serve appropriate learning purposes.

The school's methods and strategies for identifying and serving students who are exceeding academic standards within general education classrooms and in other settings.

Following the Fall MAP assessment, students whose scores fall above the normative range for their grade level will be identified and a plan will be made to ensure those students are being challenged at an appropriate level. The teachers will implement a variety of classroom techniques and strategies that will enhance student's academic achievement.

The resources the school will devote to serving high performing/gifted students.

Each year teachers will be provided with professional development and/or instructional coaching to help teachers deliver instruction to meet the needs of their high achievers. Instructional methods will be done through a variety of ways such as small group instruction, cooperative learning, direct instruction, and differentiated instruction.

Process used to monitor the achievement and progress of high performing students.

Students will be monitored through the use of formative and summative assessments during classroom instruction as well as through the MAP benchmark assessment which will be completed in the fall, winter, and spring.

Process used to evaluate the efficacy of the program and to ensure needs of high performing students are being met.

Teachers, principals and building coaches will review the map data at the end of each benchmark assessment to determine if the students are performing at an appropriate level.

Curriculum and Instruction

Alignment to all of Ohio's Learning Standards

Constellation Schools: Stockyard Community Elementary will use a competency-based educational program which is aligned with Ohio's Learning Standards in Social Studies and Science and Ohio's Learning Standards for ELA and Math. These standards will ensure that all students are prepared for the state-mandated tests and all other achievement tests that the state has implemented. The curriculum will be sequentially developed for grades Kindergarten to Twelve, with emphasis placed on mastery at grade level and special intervention for at risk students. The curriculum will include the following content areas: Language Arts, Math, Science, Social Studies, including Citizenship and Financial Literacy, The Arts, Physical Education/Health & Safety and Technology.

Scope of Curriculum

ELA – Constellation Schools: Stockyard Community Elementary has adopted Pearson Reading Street for instruction in grades K to 3, Harcourt Trophies and Scholastic Storyworks in grade 3 to 5, Holt Elements of Literature in grades 6 to 8.

Math- McGraw Hill My Math series is used for instruction in Math for grades K to 8. Grade 8 also has a course in Algebra 1 that is offered should the student pass an entrance exam.

Social Studies - TCI Social Studies Alive series is used for all instruction of Social Studies for grades K to 8.

Science – Houghton Mifflin Harcourt-Science Fusion Series is used for all Science instruction in Grades K to 8.

Physical Education/Health – SPARK curriculum is adopted for use in physical education instruction. McGraw Hill Health curriculum is used for grades K to 8.

In addition, Constellation Schools: Stockyard Community Elementary will integrate Character Education throughout its curriculum. The school’s character education component is constantly monitored, evaluated and upgraded to ensure students are exposed to the most comprehensive program possible. Copies of the most current character education materials are available at the school or upon request.

Technology and computers play a significant part in the lives of children today, therefore, Constellation Schools: Stockyard Community Elementary has adopted a comprehensive Computer/Technology Education Curriculum, which is constantly monitored, evaluated and improved. A copy of the most current Technology Curriculum is available for review at the school or upon request.

Curriculum resources that support instructional planning and the process used to develop the curriculum resources.
Constellation Schools: Stockyard Community Elementary selected the above curriculum based on its alignment to Ohio’s Learning Standards in ELA, Math, Science and Social Studies. A Curriculum committee has met with representatives from curriculum vendors and has evaluated each curriculum based on its alignment to standards and research-based outcomes. Constellation Schools: Stockyard Community Elementary has a curriculum map for all subject areas. Each map is aligned to the appropriate standards and curriculum resource. Recommendations for activities and assessments that support each standard are included on the curriculum maps. The maps were created with input from all teachers. The curriculum committee meets regularly to review materials and texts and makes recommendations for revisions based on staff feedback. The curriculum maps are available for review at the school or upon request. Constellation Schools: Stockyard Community Elementary works with the Curriculum Program Coordinator and Curriculum Committee to evaluate, review, and revise the curriculum to ensure alignment to Ohio’s Learning Standards.

Constellation Schools: Stockyard Community Elementary has a curriculum map for all subject areas. Each map is aligned to the appropriate standards and curriculum resource. Recommendations for activities and assessments that support each standard are included on the curriculum maps. The maps were created with input from all teachers. The curriculum committee meets regularly to review materials and texts and makes recommendations for revisions based on staff feedback. The curriculum maps are available for review at the school or upon request.

Constellation Schools: Stockyard Community Elementary works with the Curriculum Program Coordinator and Curriculum Committee to evaluate, review, and revise the curriculum to ensure alignment to Ohio’s Learning Standards.

Instructional materials that will be used in the classroom for Tier 1, Tier 2, and Tier 3 instruction/intervention.			
	TIER 1	TIER 2	TIER 3

Reading/ELA	<p>Pearson Reading Street Grades K-3</p> <p>Harcourt Trophies Scholastic Storyworks grades 3-5</p> <p>Holt Elements of Literature grades 6-8</p> <p>Newsela grades 3-8</p> <p>Grades 3-12 use Literature Trade Books as well</p>	<p>The Pearson Reading Street Intervention kits for grades K-3</p> <p>IXL for grades 3-5</p> <p>Holt Elements of Literature Intervention Kits grades 6-8</p> <p>Reading A-Z, Headsprout, Raz Plus, IXL, and NoRedink are computer based intervention programs</p>	<p>Reading A-Z, Headsprout, Raz Plus, IXL, NoRedink are computer based intervention programs</p>
Math	<p>McGraw Hill My Math Series grades K-8</p>	<p>IXL and Xtra Math are computer based intervention programs</p>	<p>IXL and Xtra Math are computer based intervention programs</p>
Science	<p>HMH Science Fusion grades K-8</p>	<p>HMH Science Fusion Intervention Program</p>	<p>HMH Science Fusion Intervention Program</p>

Social Studies	TCI Social Studies Alive grades K-8	TCI Social Studies Alive Intervention Practices grades K-8	TCI Social Studies Alive Intervention Practices grades K-8
Behavior Management	Stockyard Community Elementary PBIS Plan	Stockyard Community Elementary PBIS Plan	Stockyard Community PBIS Plan

ATTACHMENT 6.5
RACIAL AND ETHNIC BALANCE

1. Plan to achieve and continue racial and ethnic balance

CONSTELLATION SCHOOLS: STOCKYARD COMMUNITY ELEMENTARY

RACIAL AND ETHNIC BALANCE PLAN

Policies and Procedures that Identify the Community Served by the School

Identification of Community Served. Constellation Schools: Stockyard Community Elementary will serve the students in the Stockyard neighborhood of Cleveland, an area within the Cleveland Metropolitan School District, and students residing in school districts contiguous with the Cleveland District, or any other district within the State of Ohio. For purposes of this section, the “community served” is identified as the Stockyard neighborhood of Cleveland.

Racial and Ethnic Balance of the Community Served

Constellation Schools: Stockyard Community Elementary will be located in the Stockyard neighborhood of the City of Cleveland. The demographics of this neighborhood are substantially different than the demographics of the City of Cleveland, generally. Cleveland Metropolitan School District demographics are as follows:

White	Black	Hispanic	Asian/Pacific Islander	American Indian, Alaskan Native	Multi- Racial
15.4	64.1	16.3	1.3	0.2	2.7

(Figures are in percentages and are derived from the 2018-2019 School Year Report Card.)

However, there are two Cleveland Metropolitan School buildings in the Stockyard neighborhood within close proximity to Constellation Schools: Stockyard Community Elementary (Louisa May Alcott, and Clark School) and the average student demographics of these schools would be a more accurate barometer of the types of students that Constellation Schools: Stockyard Community Elementary should expect to enroll. The averages from these schools are as follows:

White	Black	Hispanic	Asian/Pacific Islander	American Indian, Alaskan Native	Multi- Racial
26.1	33.3	23.6	NC	NC	4.05

(Figures are in percentages and are calculated using the 2018-2019 School Year Report Card.)

(NC – Not Calculated)

Intended Racial and Ethnic Balance of the School

Constellation Schools: Stockyard Community Elementary expects to reflect the racial and ethnic balance of the community it serves, within an acceptable margin of error, which is determined to be $\pm 5\%$. The school will make every effort to aggressively market itself in racially and ethnically diverse areas within the community served and the City of Cleveland.

CONSTELLATION SCHOOLS: STOCKYARD COMMUNITY ELEMENTARY

Based on the Stockyard neighborhood information, above, the expected racial and ethnic balance of Constellation Schools: Stockyard Community Elementary would be as follows:

White	15% – 30%
Black	30% – 65%
Hispanic	10% – 30%
Asian/Pacific Islander	0% – 5%
American Indian/Alaska Native	0% – 5%
Multi- Racial	0% – 5%

Marketing Plan to Attract Racially and Ethnically Diverse Students

Should Constellation Schools: Stockyard Community Elementary fail to achieve the racial and ethnic balance set forth above, it will adopt a Minority Recruitment Plan to target underrepresented groups.

ATTACHMENT 6.7
STUDENT DISCIPLINE AND DISMISSAL POLICIES

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



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3000 STUDENT DISCIPLINE

4.3010 Expulsion and Suspension Policies

The Principal or his/her designee may suspend a student for up to ten (10) school days. The person designated as Superintendent in OEDS-R (hereafter "Superintendent") may expel a student for up to eighty (80) school days, and in some instances, one (1) year. Provided, however, beginning with the 2019-2020 school year neither the Principal nor the Superintendent shall initiate the process of issuing an out-of-school suspension or expulsion to students in grades Pre-kindergarten through three, unless the student has committed a firearm, bomb-threat, or knife offense; or other criminal offense that results in serious bodily injury or property damage; or where the student's out-of-school suspension or expulsion is necessary to protect the immediate health and safety of the student, fellow classmates, or school personnel. The Principal or Superintendent may not suspend, expel, or remove any student from School solely on the basis of the student's unexcused absences from School.

In the event that, in the opinion of the Principal or his/ her designee, a student's presence at the School creates a health risk, presents a danger to other persons or property or seriously disrupts the functions of the School, the student may be removed from the premises without formal suspension or expulsion procedures. A removed student in grades pre-kindergarten through three may be removed for the remainder of the school day and shall be permitted to return to curricular and extracurricular activities on the following school day without a hearing, unless the student's conduct warranting the emergency removal is likely to result in an out-of-school suspension or expulsion. Students in grades four through twelve may be removed, and must be provided with notice and procedures to follow the removal in accordance with R.C. 3313.66 including a hearing on the next school day following the removal.

A student shall be expelled for one (1) year for bringing a firearm to the School or onto school property (any property owned, used, or leased by the School for School, School extracurricular, or School-related events).

A student may also be expelled for a period not to exceed one (1) year for:

1. bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at a School or on school property;
2. bringing a knife to the School, onto school property, or to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School or in which the School is a participant;
3. possessing a firearm or knife at School, on school property, or at an interscholastic competition, an extracurricular event, or any other School program or activity which firearm or knife was initially brought onto school property by another person;



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4. committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property;
5. making a bomb threat to a school building or to any premises at which a School activity is occurring at the time of the threat.

A firearm is defined as 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 receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes but is not limited to, any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine, or other similar device.

A knife is defined as any cutting instrument consisting of at least one sharp blade that is capable of causing serious bodily injury.

The specific circumstances under which the Superintendent may modify a one (1) year expulsion could include:

1. a recommendation from the group of persons knowledgeable of the student's educational needs in accordance with the Individual with Disabilities Education Act;
2. the student was unaware that s/he was possessing a firearm or knife;
3. the student did not understand that the item s/he possessed was considered a firearm or knife;
4. the student brought the item to School as part of an educational activity and did not realize it would be considered a firearm or knife; and
5. the student may be eligible for participation in an alternative program.

A student may be expelled for up to eighty (80) days for serious misconduct or rules violations, or for other just cause.

During the period of suspension, removal, or expulsion, the student may not attend or participate in any School functions without permission from the Principal. The student may enter School facilities only when given permission by Principal or if accompanied by a parent or guardian who accepts responsibility for the student's actions and/or behavior at the facility.

Students issued an in-school suspension shall serve suspensions in a supervised learning environment and shall be permitted to complete any classroom assignments missed because of the suspension. While serving an out-of-school suspension, the Board [☒ does or ☐ does not] authorize students to receive instructional services from the School. If students are authorized to receive instructional services from the School, then such instructional services may include completing of classroom assignments, tests, and exams; homework packets; individual tutoring; library or online assignments; essay on behavior leading to suspension; and grading of all work. Any student serving an out-of-school suspension shall be permitted to complete any classroom



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assignment missed due to the suspension and receive at least partial credit for the completed assignment; however, the student may receive a reduced assignment grade on account of the suspension. The school will not automatically award a failing grade on any complete assignment solely based on the student's suspension.

The Board also authorizes the Principal to suspend a student from any or all co-curricular or extra-curricular activities for misconduct or rules violations. The length of suspension shall be determined by the Principal commensurate with the seriousness of the student's misconduct or rules violations in accordance with the Code of Conduct. Participation in extra-curricular activities is a privilege and not a right. Accordingly, students prohibited from participating in all or part of any extra-curricular activity are not entitled to notice, hearing, or appeal rights.

If the Principal determines that a student's behavior on a School vehicle violates School rules, s/he may suspend the student from School bus riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior.

The Board authorizes the Principal the option to require a student to perform community service or another alternative consequence in conjunction with, or in place of, a suspension or expulsion, except when an expulsion is imposed for bringing a firearm to School or onto school property.

The Board designates the Superintendent or his/her designee as its representative at all hearings regarding the appeal of a suspension, provided the Principal and Superintendent are not the same person. If the Principal and Superintendent are the same person, the ☐ Board, ☐ a committee of the Board, or ☒ Board Approved Designee, an administrator who is not involved in the suspension decision, will hear the appeal of the suspension.

The ☐ Board, ☐ a committee of the Board, or ☒ Board Approved Designee, an administrator who is not the Superintendent and is not involved in the expulsion, will hear the appeal of an expulsion.

The Principal shall be responsible for implementing this policy and ensuring compliance with applicable laws.

A copy of this Policy is to be posted in common areas of the School and made available to students and parents upon request.

Due Process Rights

Suspension

The following procedure does not apply to in-school suspensions. The Principal may suspend a student if the following procedure is met:

1. Prior to the imposition of the suspension, a written Notice of Intent to suspend will be given to the student, which contains the following:
 - a. The reasons for the intended suspension; and



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- b. If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and if the student is age 16 or older, the notice must also indicate the possibility that the Principal may seek permanent exclusion.
2. Beginning with the 2019-2020 school year, if the student is in grades pre-kindergarten through three, whenever possible, the Principal shall consult with a mental health professional under contract with the School, if any, prior to suspending the student.* If the events leading up to the suspension indicate a need for additional mental health services, the Principal or mental health professional shall, in any manner that does not result in a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services, including referral to an independent mental health professional.
3. The student must be allowed an informal hearing before the Principal or his/her designee to challenge the reasons for the intended suspension or otherwise explain his actions. The student is not entitled to call witnesses at this informal hearing.
4. Within one school day after the suspension is imposed, the Principal or his/her designee shall provide written notification of the suspension to the parent, guardian, or custodian. The notice must contain the following:
 - a. The reasons for the suspension;
 - b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
 - c. The right to representation at all appeals;
 - d. The right to a hearing before the Board or its designee; and
 - e. The right to request that the hearing be held in executive session.

If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Principal may seek permanent exclusion.

If an out-of-school suspension is imposed during the last ten (10) days of the school year, the suspension will not be carried over into the following school year. However, the Superintendent may require the student to participate in a community service program or another alternative consequence for the number of hours equal to the remaining part of the period of the suspension, during the first full week day of the summer break. If the student fails to complete the community service or alternative consequence, the School may determine the next course of action, provided however, that the School not require the student to serve the remaining time of the out-of-school suspension at the beginning of the following school year. The Principal or his/her designee may develop an appropriate list of alternative consequences.



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Expulsion

Only the Superintendent may expel a student. The following procedure is required:

1. Prior to the imposition of the expulsion, the Superintendent must provide not only the student, but also the parent, guardian, or custodian written notice of his intention to expel. The notice must include the following:
 - a. The reasons for the intended expulsion; and
 - b. The time and place for a hearing, which must be not less than three nor more than five school days after giving the notice, unless the period is extended by the Superintendent at the request of the student, his parent, custodian, guardian, or representative. The parent, guardian, or custodian must be sent written notice of any extension, and the subsequent notice should contain the same information required in the original notice.
 - c. If the student is age 16 or older and the expulsion is for one of the serious criminal offenses for which permanent exclusion is allowed, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion.
2. Beginning with the 2019-2020 school year, if the student is in grades pre-kindergarten through three, whenever possible, the Principal shall consult with a mental health professional under contract with the School, if any, prior to expelling the student.* If the events leading up to the expulsion indicate a need for additional mental health services, the Principal or mental health professional shall, in any manner that does not result in a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services, including referral to an independent mental health professional.
3. A hearing must be scheduled not less than three or more than five school days after giving the notice, for the student and his parent, guardian, custodian or representative to appear in person before the Superintendent to challenge the reasons for the expulsion or otherwise explain his/her actions.
4. Within one school day after the expulsion is imposed, the Superintendent shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Directors of the expulsion. The notice must include the following:
 - a. The reasons for the expulsion;
 - b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
 - c. The right to representation at all appeals;
 - d. The right to an appeal hearing before the Board or its designee;
 - e. The right to request that the hearing be held in executive session;



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- f. If the expulsion is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion;
- g. When the Superintendent expels a student for more than twenty days or for any period of time extending into the next semester or school year, the School shall provide, along with this notice, the student and his parent, guardian, or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behaviors that contributed to the incident giving rise to the expulsion. The information must include names, addresses, and phone numbers of the appropriate public and private agencies.

During the period of expulsion, the School may, but is not required to, continue educational services in an alternative setting.

The Superintendent is required to follow through on expellable offenses even if the student in question withdraws from the School prior to the hearing or the Superintendent's decision.

The Superintendent may apply any remaining part or all of the period of expulsion into the following year.

*A community school, community school governing authority, or community school employee is not liable in damages in a civil action for injury, death, or loss to person or property allegedly arising from a school employee's decision not to provide or procure mental health services for a suspended or expelled student in any of grades pre-kindergarten through three, unless the decision is made with malicious purpose, in bad faith, or in a wanton or reckless manner.

Prohibition of Corporal Punishment

All teachers, administrators, non-licensed school employees, and school bus drivers are prohibited from inflicting or causing to be inflicted corporal punishment as a means of discipline upon a pupil attending the School. However, they may, within the scope of their employment, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense or for the protection of persons or property.

RC 3313.66-.662; 3313.668; 3321.13(B)(4); 4510.32(B); 20 USC 7961(b)(1)

See **Appendix 4.3010-A** Notice of Intended Suspension from School; **Appendix 4.3010-B** Notice of Emergency Removal and Intent to Suspend from School; **Appendix 4.3010-C** Notice of Suspension from School; **Appendix 4.3010-D** Notice of Rights Re: Suspension from School; **Appendix 4.3010-E** Notice of Intended Expulsion from School; **Appendix 4.3010-F** Notice of Emergency Removal and Intent to Expel from School; **Appendix 4.3010-G** Notice of Expulsion from School; **Appendix 4.3010-H** Notice of Rights Re: Expulsion from School (for Use for Expulsions of 20 School Days or Less Only); **Appendix 4.3010-I** Notice of Rights Re:



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Expulsion from School (for Use for Expulsions of More than 20 School Days Only); **Appendix 4.3010-J** Notice of Mental Health Programs RE: Suspension or Expulsion from School (for Use for Suspensions or Expulsions of Students Grades K-3 Only); **Appendix 4.3010-K** Notice of Emergency Removal.

Adopted: April 18, 2019



CHAPTER 5: HEALTH AND SAFETY POLICIES, PRACTICES AND PROCEDURES

5.1250 Positive Behavioral Interventions and Supports, Seclusion, and Restraint

This policy governs the use of positive behavioral methods and emergency safety interventions including seclusion and restraint. Any use of emergency safety interventions that does not meet the requirements set forth below is prohibited.

I. Definitions

Aversive behavioral interventions: an intervention that is intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors, including interventions such as: application of noxious, painful and/or intrusive stimuli, including any form of noxious, painful or intrusive spray, inhalants or tastes.

Chemical Restraint: a drug or medication used to control a student's behavior or restrict freedom of movement that is not (A) prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional's authority under State law, for the standard treatment of a student's medical or psychiatric condition; and (B) administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under State law.

De-escalation techniques: are strategically employed verbal and non-verbal interventions used to reduce the intensity of threatening behavior before a crisis situation occurs.

Functional Behavior Assessment (FBA): is a collaborative problem-solving process that is used to describe the function or purpose that is served by a student's behavior. Understanding the function that an impeding behavior serves for the student assists directly in designing educational programs and developing behavior plans with a high likelihood of success.

Mechanical Restraint: (A) any method of restricting a student's freedom of movement, physical activity, or normal use of the student's body, using an appliance or device manufactured for this purpose; and (B) does not mean devices used by trained school personnel, or used by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed, including: (1) restraints for medical immobilization; (2) adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; or (3) vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.

Parent: (A) a biological or adoptive parent; (B) a guardian generally authorized to act as the child's parent, or authorized to make decisions for the child (but not the State if the child is a ward of the State); (C) an individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare; (D) a surrogate parent who has been appointed in accordance with O.A.C. 3301-51-05(E); and (E) any person identified in a judicial decree or



CHAPTER 5: HEALTH AND SAFETY POLICIES, PRACTICES AND PROCEDURES

order as the parent of the child or the person with authority to make educational decisions on behalf of the child.

Physical Escort: the temporary touching or holding of the hand, wrist, arm, shoulder, waist, hip, or back for the purpose of inducing a student to move to a safe location.

Physical Restraint: the use of physical contact that immobilizes or reduces the ability of a student to move his/her arms, legs, body, or head freely. This does not include a physical escort, mechanical restraint, or chemical restraint, or brief, but necessary, physical contact for the following purposes: (A) to break up a fight; (B) to knock a weapon away from student's possession; (C) to calm or comfort; (D) to assist a student in completing a task if the student does not resist the contact; or (E) to prevent an impulsive behavior that threatens the student's immediate safety.

Positive Behavior Interventions and Supports: (A) a school-wide systematic approach to embed evidence-based practices and data driven decision making to improve school climate and culture in order to achieve improved academic and social outcomes and increase learning for all students, and (B) that encompasses a wide range of systemic and individualized positive strategies to reinforce desired behaviors, diminishes reoccurrences of challenging behaviors, and teaches appropriate behavior to students.

Positive Behavior Support Plan: design, implementation, and evaluation of individual or group instructional and environmental modifications, including programs of behavioral instruction, to produce significant improvements in behavior through skill acquisition and the reduction of problematic behavior.

Prone Restraint: physical or mechanical restraint while the student is in a face down position.

Seclusion: involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier.

Student: a child or adult aged three to twenty-one enrolled in the school.

Student personnel: teachers, principals, counselors, social workers, school resource officers, teachers' aides, psychologists, bus driver or other School staff who interact directly with students.

Timeout: a behavioral intervention in which a student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.



CHAPTER 5: HEALTH AND SAFETY POLICIES, PRACTICES AND PROCEDURES

II. Creation of Positive Behavioral Intervention and Supports (PBIS)

The School shall establish an evidence-based school wide system of positive behavioral interventions and supports that will apply in all settings to all students and staff. The system shall include family involvement.

The School shall train staff to: (A) identify conditions such as where, under what conditions, with whom, and why specific inappropriate behavior may occur; and (B) conduct preventive assessments which include: (1) a review of existing data; (2) interviews with parents, family members, and students; and (3) examination of previous and existing behavioral intervention plans.

Based on the assessment data, the School shall develop and implement preventative behavioral interventions that (A) modify the environmental factors that escalate the inappropriate behavior; (B) support the attainment of appropriate behavior; and (C) use verbal de-escalation to defuse potentially violent dangerous behavior.

III. Prohibited Practices

The following are prohibited under all circumstances, including emergency safety situations:

- (A) Prone restraint;
- (B) Corporal punishment;
- (C) Child endangerment as defined in R.C. 2919.22;
- (D) Seclusion or restraint of preschool students (if any);
- (E) Deprivation of basic needs;
- (F) Restraint that unduly risks serious harm or needless pain to the student, including the intentional, knowing, or reckless use of any of the following:
 - (i) Any method that is capable of causing loss of consciousness or harm to the neck or restricting respiration in any way;
 - (ii) Pinning down with knees to torso, head and/or neck;
 - (iii) Using pressure points, pain compliance and joint manipulation techniques;
 - (iv) Dragging or lifting of a student's hair or ear or by any type of mechanical restraint;
 - (v) Using students or untrained staff to assist with the hold or restraint;
 - (vi) Securing a student to another student or to a fixed object; or
 - (vii) Using any other technique used to unnecessarily cause pain.



CHAPTER 5: HEALTH AND SAFETY POLICIES, PRACTICES AND PROCEDURES

- (G) Any physical restraint that impacts the student's primary mode of communication;
- (H) Mechanical or chemical restraints;
- (I) Aversive behavioral interventions; or
- (J) Seclusion of students in a locked room.

IV. Restraint

May be used only in a manner that is age and developmentally appropriate, when there is an immediate risk of physical harm to the student or to others and no other safe and effective intervention is possible, and, when performed by trained staff, except in the case of an unavoidable emergency situation. The physical restraint must not obstruct the student's ability to breathe.

Staff must:

- (A) Be appropriately trained to protect the care, welfare, dignity, and safety of the student;
- (B) Continually observe the student in restraint for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- (C) Use verbal strategies and research based de-escalation techniques in an effort to help the student regain control;
- (D) The least amount of force necessary should be used;
- (E) Remove the student from physical restraint immediately when the immediate risk of physical harm to self or others has dissipated;
- (F) Conduct a de-briefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- (G) Complete all required reports and document staff observations of the students.

V. Seclusion

Seclusion shall only be used if: it is a last resort for the student to regain control; it is age and developmentally appropriate; there is an immediate risk of physical harm to the student or others; and there is no other safe and effective intervention.

The room or area used for seclusion cannot be locked, and must provide for adequate space, lighting, ventilation, clear visibility, and the safety of students.

Seclusion shall not be used as: a substitute for an education program, less restrictive alternatives, inadequate staffing, staff training in positive behavior supports and crisis prevention and intervention; a form of discipline or punishment; a means to coerce, retaliate; or in a manner that endangers the students.

Staff must:

- (A) Be appropriately trained to protect the care, welfare, dignity, and safety of the student;



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- (B) Continually observe the student in seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- (C) Use verbal strategies and research based de-escalation techniques in an effort to help the student regain control as quickly as possible;
- (D) Remove the student when the immediate risk of physical harm to self or others has dissipated;
- (E) Conduct a de-briefing including involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- (F) Complete all required reports and document the observation of the student.

VI. Functional Behavioral Assessment

If the student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, the School shall conduct a functional behavioral assessment (FBA) to identify the student's needs and more effective ways of addressing those needs. If necessary, this FBA should be followed by a behavioral intervention plan (BIP) that incorporates appropriate positive behavioral interventions. The use of an FBA or a BIP does not necessarily mean the student is a special education student in itself, but may be used for non-disabled as well as differently-abled or special education students.

VII. Training and Professional Development

The School shall train all staff working with students annually on the requirements of this policy and shall keep written or electronic documentation of the type of training and the participants. The School shall have a plan on training staff working with students, as necessary, to implement PBIS on a system-wide basis. The School shall ensure that an adequate number of personnel in each building are trained in crisis management and de-escalation techniques and that their training is kept current.

VIII. Required Data and Reporting

Staff must document each use of seclusion or restraint and report it to the building administration and the parent immediately. A written report of the incident must be created, given to the parent within 24 hours of the incident, and placed in the student's file. This report is subject to the Family Educational Rights and Privacy Act.

The School shall report information concerning its use of seclusion and restraint annually to, and as requested by, the Ohio Department of Education.

The School shall make this policy available to parents annually, and shall post this policy on its website.

IX. Monitoring and Complaint Procedures

The School shall establish a procedure for parents to submit written complaints regarding an incident of seclusion or restraint. The Principal or his/her designee must investigate every complaint and respond to the parent in writing within thirty (30) days of filing the complaint.



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Parent(s) may choose to file a complaint with the Ohio Department of Education, Office of Exceptional Children, in accordance with the complaint procedures available concerning students with disabilities.

O.A.C. 3301-35-15; R.C. 3319.46.

Adopted July 15, 2015

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4.2010.6 Conduct and/or Behavior Infractions

All students are expected to conform to the Student Code of Conduct at School, on the School premises, at School activities or functions whether on or off the School premises and on transportation to and from School, if paid for or provided by the School and are subject to the School's disciplinary process when they fail to do so. Students may also be subject to the School's disciplinary process for a violation of the Student Code of Conduct, regardless where it occurs, if the misconduct is directed at School Staff or their property.

Infractions and Likely Disciplinary Action

	<u>DEFINITION</u>	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Academic Misconduct	Plagiarizing, cheating, copying another's work or internet materials, gaining unauthorized access to material, using, submitting, or attempting to obtain data or answers dishonestly or by means other than authorized by the teacher. Falsifying information (signing homework, etc.).	Level 1-2 disciplinary action.	Level 2-3 disciplinary action.	Level 3-4 disciplinary action.
Bomb Threat	Making a bomb threat to a School building or to any premises at which a School activity is occurring at the time of the threat.	Level 3-4 disciplinary action and 1 year discretionary expulsion.	Level 3-4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Criminal Act	Committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property.	Level 3-4 disciplinary action and 1 year discretionary expulsion.	Level 3-4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Disruptive Behavior	Engaging in any conduct that causes or results in the breakdown of the orderly process of instruction and/or School activities, including but not limited to failure to carry out directions and/or School guidelines, failure to cooperate with School personnel or parent volunteers, verbally harassing other Students or Staff, and running and/or making excessive noise in the building.	Level 1-2 disciplinary action.	Level 2-3 disciplinary action.	Level 2- 4 disciplinary action.
Dress Code Violations	See Dress Code	Change into school provided uniform for the day and return it at the end of the school day. Excessive dress code violations may result in additional consequences (Levels 2-3)		
Electronic and Other Communication Devices	No Student shall display or possess any electronic devices (cellular telephones, PDA's, CD players, iPods, gaming devices, etc.) without	Level 1-2 disciplinary action.	Level 2-3 disciplinary action.	Level 2-4 disciplinary action.

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	approval on School property from the beginning of the day to the conclusion of School.			
Firearm	Bringing a firearm to the School or onto School Property (any Property owned, used, or leased by the School for School, School extracurricular or School-related events).	1 year mandatory expulsion.	1 year mandatory expulsion.	1 year mandatory expulsion.
	Bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at a School or on School property.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
	Possessing a firearm at School, on School Property or at an interscholastic competition, an extracurricular event, or any other School program or activity which firearm was initially brought onto School Property by another person.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Gang Activity	No student shall be involved in initiations, hazing, intimidations and/or related activities of group affiliations which are likely to cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to Students or Staff. No Student shall wear, carry or display gang paraphernalia or exhibit behaviors or gestures which symbolize gang membership or cause and/or participate in activities which intimidate or affect the attendance of another student. See also Gang Policy.	Levels 1-3	Level 2-4	Level 3-4
Homework	Daily homework assignments are an extension of, and reinforce class work, and may be assigned Monday through Friday evenings. The amount of homework and time required for its completion will depend on the grade level of the student and the type of skill or content being developed. All homework must be completed in a timely manner, as determined by the classroom teacher. Repeated failure to timely complete homework is of great concern, and may result in appropriate disciplinary measures.	Level 1	Level 1-2	Level 2 -3
Inappropriate language	Using or directing, insulting, degrading, or demeaning language, written or verbal, toward School personnel or any member of the School community. See also Dignity Policy.	Level 1-2 disciplinary action.	Level 1-3 disciplinary action.	Level 2-4 disciplinary action.

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Insubordination	Verbal or nonverbal refusal to comply with a reasonable request or directive while on School property or at any School related activity or event.	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 3 or 4 disciplinary action.
Intimidation/ Menacing/ Bullying/Cyber- Bullying	Threats, verbal or physical, that inflict fear, injury, or damage. Cyber-bullying is a sub-set of bullying and involves the use of information and communication technologies, including but not limited to e-mail, cell phone and pager text messages, blogs, MySpace, Facebook, Wikipedia, Bebo, the Internet, Xanga, Piczo, instant messaging, defamatory personal Web sites, and defamatory online personal polling Web sites, to support deliberate or repeated, or hostile behavior by an individual or group, that is intended to harm, intimidate or harass others on School time or the School premises, at School events, programs or activities or off School time or School premises if such acts affect other Students or Staff of the School. See also Anti-Bullying.	Level 2-3 disciplinary action.	Level 3-4 disciplinary action.	Level 3-4 disciplinary action.
Knife	Bringing a knife capable of causing serious bodily injury onto School property, to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School or which the School is a participant.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
	Possessing a knife capable of causing serious bodily injury at School or at an interscholastic competition, an extracurricular event, or any other School program or activity which knife was initially brought onto School Property by another person.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Lying	Intentionally giving untrue communication.	Level 1-2 disciplinary action.	Level 1-2 disciplinary action.	Level 2-4 disciplinary action.
Obscenities/ Verbal Abuse/ Vulgarity	Directing obscene, abusive, vulgar, profane, harassing, insulting, racial, sexual, religious, or ethnic slurs, written or verbal, toward School personnel or any member of the School community. This shall include use of obscene gestures and signs that willfully intimidate, insult, or in any other manner, abuse others.	Level 1-2 disciplinary action.	Level 2-4 disciplinary action.	Level 3-4 disciplinary action.
Physical Contact	Participating in unacceptable physical contact, including but not limited to fighting, pushing, intentionally hurting other students. See also Fighting Policy.	Level 1-3 disciplinary action.	Level 2-4 disciplinary action.	Level 3-4 disciplinary action.



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Refusal to Do Classroom Work	The refusal to complete work, labs, projects, or other assignments given by the teacher.	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 3 disciplinary action.
Minor Safety	Students shall be concerned about their own safety and that of others. Student actions that may be considered a minor safety risk include, but are not limited to: <ul style="list-style-type: none"> Talking during safety drills Running, pushing, yelling, or other inappropriate behaviors Any inappropriate playground behaviors Minor insubordination to adults 	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 2-4 disciplinary action.
Major Safety	Behavior that creates a more severe possibility of harm to oneself or others, including but not limited to <ul style="list-style-type: none"> Leaving the school building or grounds without permission Other acts which could harm the student or others 	Level 2-4	Level 2-4	Level 2-4
Sale, Use, Possession, or Distribution of Alcohol, Drugs, or other Chemical Controlled Substances	Using, selling/purchasing, distributing, possessing, or attempting to possess, mood altering chemicals, or substances (including counterfeit or look-alike substances), distributing any narcotics, drugs, controlled substances of any kind, or alcoholic beverages, or other intoxicant on School property or at School functions or event. See also Drugs and Alcohol.	Level 3-4 disciplinary action.	Level 3-4 disciplinary action.	Level 4 disciplinary action.
Sale, Use, Possession, or Distribution of Tobacco Product	Using, selling/purchasing, distributing, possessing or attempting to possess, any tobacco product or paraphernalia (including e-cigarettes, vapor-based nicotine, and lighters). See also Use of Tobacco on School Premises.	Level 1-2 disciplinary action.	Level 2 - 3 disciplinary action.	Level 2- 4 disciplinary action.
School Property	Textbooks, computers, and school facilities are available for student use. Proper care and use of school property is expected. All violations in this area require restoration and/or restitution. Violations include but are not limited to: <ul style="list-style-type: none"> Defacing textbooks, library books, and other school materials Destruction or improper use of school computers, printers, or other technology Defacing/destruction of school property including desks, walls, lockers, etc. Failure to respect the property of other students, teachers, school personnel, etc. Gum chewing on school property Improper use of restrooms and/or 	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 2-4 disciplinary action.

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	supplies • Stealing			
Sexual or Other Harassment	Unwelcome advances of a sexual nature, requests for sexual favors, and/or other verbal or physical conduct or communication of a sexual nature. Sexual harassment that includes unwelcome physical contact shall be assumed to have the effect of substantially interfering with the victim's employment or educational environment. See Harassment Policies.	Level 1-3 disciplinary action.	Level 2-4 disciplinary action.	Level 3-4 disciplinary action.
Tardiness	To class: The act of a student not being in his/her classroom or seat when class is scheduled to begin as defined in the School schedule.	Disciplinary action consistent with Truancy Policy.	Disciplinary action consistent with Truancy Policy.	Disciplinary action consistent with Truancy Policy.
Theft	Stealing, attempting to steal, possessing or transferring School or private property, or participating in the theft or attempted theft of School or private property.	Level 1 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
Toys or Play Objects	School is a place of learning. Distractions cause students to be inattentive. Therefore, students are to keep all toys or play objects at home unless the teacher designates a specific day for sharing what a student owns. If a Student chooses to share a toy or other object on such an occasion, the School is not responsible for these items. Violations include but are not limited to: • Bringing toys or distracting objects to school • Creating toys or distracting objects at school	Level 1 disciplinary action.	Level 1-2 disciplinary action.	Level 1-2 disciplinary action.
Truancy	Habitual or chronic absence from School or class without legitimate excuse and failure to follow proper attendance check-in/check-out and absence procedures. See also Truancy Policy.	Disciplinary action consistent with Truancy Policy.	Disciplinary action consistent with Truancy Policy.	Disciplinary action consistent with Truancy Policy.
Violating Classroom Rules	Not following the classroom rules as determined by the classroom teacher.	Level 1 disciplinary action.	Level 2-3 disciplinary action.	Level 2-4 disciplinary action.

Transportation Discipline

Bus suspensions (for bus riding privileges only, but not for suspension from School) may be imposed for any period of time as set forth in the School's Code of Conduct. Students are required to be provided notice of an intended suspension (which is not required to be in writing) and an opportunity to appear before the Principal before a suspension is imposed.



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If immediate removal of a Student is authorized, the Student must be given notice, as soon as practicable, of the reasons for the removal and of a hearing before the Principal which must be held within seventy-two (72) hours of the removal. Immediate removal is authorized when the Student's presence poses a danger to persons or property or a threat to the safe operation of the school bus. The length of time removed from ridership shall be in accordance with the School's Code of Conduct. If students are being transported by the home district and not by the School, and if the home district requires its own code of conduct to be imposed, the School shall post the bus riding code of conduct of the home school districts from which Students are being transported, in a central location in each School building, and make them available to Students or Parents upon request.

Suspensions or immediate removal from bus riding privileges of disabled students shall be accomplished in accordance with the laws governing suspension and expulsion of disabled students.

R.C. 3313.66; R.C. 3313.668; R.C. 3327.014; OAC 3301-83-08

See Appendix 4.3010-A Notice of Intended Suspension from School; Appendix 4.3010-B Notice of Emergency Removal and Intent to Suspend from School; Appendix 4.3010-C Notice of Suspension from School; Appendix 4.3010-D Notice of Rights Re: Suspension from School; Appendix 4.3010-E Notice of Intended Expulsion from School; Appendix 4.3010-F Notice of Emergency Removal and Intent to Expel from School; Appendix 4.3010-G Notice of Expulsion from School; Appendix 4.3010 H Notice of Rights Re: Expulsion from School (for Use for Expulsions of 20 School Days or Less Only); and Appendix 4.3010-I Notice of Rights Re: Expulsion from School (for Use for Expulsions of More than 20 School Days Only).

Adopted September 20, 2018

ATTACHMENT 6.12

ADMISSIONS POLICY

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

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



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4.1030 Admission and Lottery Standards

The School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3313.64 or 3313.65, except that admission may be limited to the geographic area and grade or age levels specified in the Community School Contract.

The School will not discriminate in the admission of students to the School on the basis of race, creed, color, disability, sex, intellectual ability, measures of achievement or aptitude, or athletic ability, provided, however, that the School may limit admission to students identified as “at risk” in the Community School Contract. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

If there are more applicants than there are spaces, a lottery will be conducted in the following manner:

- Each applicant will be assigned a number;
- The numbers will then be drawn at random;
- The first number drawn will be the first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
- Applicants on a permanent waiting list prior to any lottery will retain their position on the waiting list;
- The school may separate the lottery and the waiting lists for each grade or age grouping;
- Students attending the previous year will have first preference for a position;
- Secondary preference may be given to siblings of existing students and students who are the children of full-time School Staff, provided the total number of students receiving this preference is less than five percent (5%) of the School’s total enrollment.
- Students who reside in the district in which the school is located, will be given third preference.

R.C. 3314.06.

See Policy 2.1070 General Notice of Non-Discrimination, Policy 2.1080 Access to Equal Educational Opportunity, Policy 2.2080 Compulsory and Early Kindergarten Admission, Policy 4.1150 Enrollment and Residency Policy, and Policy 4.1160 Tuition for Out-of-State Students

Adopted June 28, 2018 & July 19, 2018



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4.1150 Enrollment and Residency Policy

Constellation Schools: Stockyard Community Elementary admits students residing in the home district of Cleveland Metropolitan School District, and () contiguous districts, OR, (X) statewide (“admissions areas”). The School serves grades K-6 as per its Community School contract with its Sponsor.

A child shall be admitted to the School as a student, if the child’s parent resides in the School’s admission areas. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place.

Any one of the following documents can be used to establish proof of residency for verification of a child’s ability to be enrolled. These items must be current, be in the parent’s name, and include a street address. A post office box address cannot be used to validate residency records:

- a. A deed, mortgage, lease, current home owner’s or renter’s insurance declaration page; or A current real property tax bill; or
- b. A utility bill or receipt of utility installation issued within ninety days of enrollment; or
- c. A paycheck or paystub issued to the parent or student within ninety days of enrollment that includes the address of the parent’s or student’s primary residence; or
- d. The most current available bank statement issued to the parent or student that includes the address of the parent’s or student’s primary residence; or
- e. A voter registration card issued to the parent or student; or
- f. Documented affirmation of the parent’s address from the district of residence where the parent currently resides; or
- g. A USPS return receipt from a certified letter sent to the parents by the district of residence;
- h. Written confirmation of the parent’s current address from the Ohio Department of Job and Family services; or
- i. Written confirmation of the parent’s current address from a local law enforcement agency; or
- j. Any other official document issued to the parent or student that includes the address of the parent’s or student’s primary residence and as approved by the Ohio Superintendent of Public Instruction.

If there is a change in the location of the parent or student’s primary residence, the student’s parent must notify the School immediately.

The School shall monthly review the residency records of students enrolled in the School and shall provide an annual verification to the Ohio Department of Education that students are entitled to attend the School. Notwithstanding anything contrary in this policy, after a student’s initial submission of one of the approved proof of residency records for enrollment purposes, the School may utilize either: one (1) newly submitted proof of residency documents listed in (a) through (j), or one (1) signed parent statement identifying the student’s primary home address in order to conduct the monthly and annual verification. The Principal or his or her designee will compare



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each submitted proof of residence with the School's EMIS records to ensure that EMIS reporting is accurate that students are permitted to enroll.

All custody or court orders pertaining to the family or student must be turned in when asked, or at admission. If the School and parent disagree as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the School and the student's home district (district of residency) disagree about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student's home district. If the district of residence challenges the student's residency, the Principal may request additional documentation from the Parent, which may be provided to the student's home district.

R.C. 3314.03 (A) 3314.11; R.C. 3313.64(B)(1); R.C. 3313.64(K)

See also Appendix 4.1150-A Residency Verification Procedures; Appendix 4.1150-B Monthly Residency Verification Report; Policy 2.1260 Migrant Students; Policy 4.1030 Admissions and Lottery Standards; Policy 2.2080 Academic Acceleration, Early Entrance to Kindergarten, and Early High School Graduation – Compulsory Kindergarten and First Grade Admissions; Policy 5.2230 Missing and Absent Children; Policy 4.2070 Student Records and Release of Information; Policy 4.2110 Homeless Students and Policy 2.3120 Grandparent Caretaker Policy.

Adopted: September 19, 2019

ATTACHMENT 6.13

ATTENDANCE POLICIES

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including both the 105 hour automatic withdrawal procedures for students prior to November 1, 2018 and the 72 hour automatic withdrawal procedures for students after that date

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



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4.1070 Attendance/Truancy/Withdrawal

General Policy

Students enrolled in the School must attend School regularly in accordance with the laws of the State. The educational program offered by the School is predicated upon the presence and punctuality of the student and requires continuity of instruction and classroom participation. A parent must contact the School in accordance with the procedure set forth in Policy 4.1090 whenever a student is absent.

Attendance shall be required of all students enrolled at the School during the days and hours that the School is in session. Attendance need not always be within the School facilities, but a student will be considered to be in attendance if present at any place where School is in session by authority of the Board.

Excused Absences

Absences due to the following will be excused:

1. Personal physical illness that prevents attendance at School (at the discretion of the Principal or his/her designee, a written statement from a physician may be required).
2. Personal mental illness such that the student will not benefit from instruction (at the discretion of the Principal or his/her designee, a written statement from a physician/mental health professional may be required).
3. Illness in the family necessitating the presence of the child (at the discretion of the Principal or his/her designee, a written statement from a physician and an explanation as to why the child's absence was necessary may be required).
4. Quarantine of the home (absence will be excused for the duration of the quarantine as determined by proper health officials).
5. Death in the family (Absence will be excused for no more than eighteen (18) hours unless the Principal or his/her designee determines that a longer absence is reasonably necessary).
6. Medical or dental appointments (at the discretion of the Principal or his/her designee, a written statement from a physician confirming the appointment may be required).
7. Observance of religious holidays consistent with the child's truly held religious beliefs.
8. College or university visits (at the discretion of the Principal or his/her designee, verification of the date and time of the visit may be requested).
9. Absence due to a placement in or changes to a foster care placement or any court proceeding related to a student's foster care status.
10. Absences due to a student being homeless.
11. The existence of an emergency condition at home such as absence, illness, or death of the parent.



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12. Necessary work in a family business or on a family farm (after proof of necessary absence is provided to the Principal or his/her designee.)
13. Necessary work directly and exclusively for a child's parent, if the child is over the age of fourteen (14) and has been in regular attendance at school during the current school year (after proof of necessary absence is provided to the Principal or his/her designee).
14. Instruction at home from a person qualified to teach the branches of education in which instruction is required and such additional branches, as the advancement and needs of the child may require (after adequate certification of home instruction has been provided to the Principal or his/her designee).
15. An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.
16. If a student is absent from School for the sole purpose of traveling out of state to participate in a School-approved enrichment activity or extracurricular activity, the School shall count that absence as an excused absence, up to a maximum of twenty-four (24) hours per school year that the School is open for instruction. The student must complete any classroom assignments he/she misses due to the absence. If the student will be absent for twenty-four (24) or more consecutive hours that the School is open for instruction, a classroom teacher must accompany the student during the travel period to provide the student with instructional assistance in order to count the student as in attendance.

Prior to or upon the student's return, the parent shall provide to the School an explanation of the cause for absence. Failure to provide an explanation of the cause of absence, shall result in an unexcused absence. The Principal or his/her designee shall determine whether provided explanation of the cause of absence justifies excusing the absence in accordance with the terms in this policy. The Principal or his/her designee reserves the right to verify any such explanation of the cause of absence and to investigate the cause of each individual absence as it deems appropriate.

17. Vacations that interfere with school attendance should be discussed with a school administrator in advance of the planned vacation, if at all possible. Students who take vacation trips during the school year shall be considered absent with parental permission. It will be the obligation of the parent and the student to see that work missed is made up, and if necessary, secure a tutor without undue demand upon the classroom teacher. In addition, the following will be expected:

- A. Parental notification (either written or phone call to the school secretary) should be given three days in advance before leaving. **No more than five (5) days per year of vacation will be counted as excused absences.**
- B. All work assigned will be due the first day the student returns to school.
- C. All assessments missed during vacations will be made up following the student's return.

Excuses from future school attendance:

1. Shall be limited to a period not to exceed thirty (30) school hours and can be renewed at the discretion of the Superintendent or his/her designee for thirty (30) additional hours.



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Absences shall not exceed sixty (60) consecutive hours unless the child's parent has recently died or become totally or partially incapacitated and there is no older sibling living in the home who is out of school. At the discretion of the Superintendent or his/her designee, a written statement from a physician may be required.

2. May not materially endanger the child's educational welfare and scholastic advancement.

Withdrawal

A student who fails to participate in seventy-two (72) consecutive hours of learning will be automatically withdrawn, from the School, unless the student's absence is excused. Otherwise, a parent may withdraw a student voluntarily by signing a Voluntary Withdrawal form with the Principal or his/her designee.

Whenever a student withdraws from the School voluntarily, the Principal or his/her designee shall attempt to ascertain the reason for withdrawal and shall immediately inform the Superintendent or his/her designee of the reason for the withdrawal. If the Student voluntarily withdrew from the School as a result of a change in residence, the Superintendent or his/her designee shall notify the superintendent of the district to which the Student has moved of all essential information regarding the Student, including the Student's new address.

If the Superintendent or his/her designee becomes aware that a Student who has withdrawn from the School for reasons other than a change of residence is not enrolled in another school, the Superintendent or his/her designee shall notify the registrar of motor vehicles and the juvenile judge of the county in which the School is located of the Student's likely violation of the State's compulsory education laws. Notice shall be given within two (2) weeks and shall include the Student's name, address, date of birth, School, and the district where the Student resides. Any notice given in error shall be immediately rescinded by the Superintendent or his/her designee.

Disciplinary Action for Unexcused Tardiness or Absence

Repeated unexcused absences/tardiness may be grounds for disciplinary action that will not include suspension or expulsion.

A student is tardy when a student is more than five minutes late for School or for a class. If a student misses more than half a class, the student will be marked absent for the class. When tracking hours of missed instruction for excessive absence and truancy purposes, the School shall track tardiness and early dismissal times based on the precise amount of missed instruction, tracked to the nearest minute (e.g., if a student is thirty-five (35) minutes tardy to school and leaves school forty-five (45) minutes early, the student shall be counted as absent for eighty (80) minutes of that day).

Students shall not be considered absent for purposes of habitual truancy calculations while out of class for a legitimate reason, including but not limited to restroom breaks, visits to the nurse's office, counselor meetings, or remediation sessions.



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Any student who, due to a medically-documented physical or mental impairment, is absent for an extended period will not be disciplined. Such students may be entitled to receive an education tailored to their individual needs or abilities as provided for under federal and/or state law.

Truancy and Absence Intervention Strategies

The Principal or his/her designee may act as the School's attendance officer or delegate that duty as permitted by law. The School's attendance officer shall investigate possible School attendance violations, and is authorized under Ohio law, to serve warrants, to enter places where children of compulsory School age are employed, and to take such other actions as may be necessary to enforce the compulsory education laws.

A student is excessively absent from school if a student is absent from the School with or without legitimate nonmedical excuse for thirty-eight (38) or more hours in one (1) school month or sixty-five (65) or more hours in one (1) school year. Within seven (7) days of a student becoming excessively absent from School, the attendance officer shall notify the student's parents of the student's absences in writing.

A student is habitually truant if the student is absent without a legitimate excuse for thirty (30) or more consecutive hours, for forty-two (42) or more hours in one (1) school month, or seventy-two (72) or more hours in one (1) school year.

Legitimate excuses for the absence of a student otherwise habitually truant include but are not limited to:

1. the student was enrolled in another school;
2. the student's absence was excused in accordance with applicable law or policy; or,
3. the student has received an age and schooling certificate.

If the student is habitually truant and the student's parents have failed to cause the student's attendance, the School will assign the student to an Absence Intervention Team ("AIT") within ten (10) days. The Principal or designee selects the AIT members, who shall include a representative of the School who knows the child and the child's parent, guardian, custodian, guardian ad litem, or temporary custodian. Members may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

Within seven (7) days of the School's determination that the student is a habitual truant, the School will make at least three (3) reasonable, meaningful attempts to secure the child's parent, guardian, or custodian's (for the purposes of this policy, "parent") participation on the AIT. If the parent responds to attempts but is unable to attend, the School will notify the parent of the right to participate by designee. In the event the parent does not respond to the attempts at all, the School will investigate whether the failure to respond triggers child abuse and neglect reporting requirements and instruct the other members of the AIT to develop a plan for the child.

Within fourteen (14) days after its formation, the AIT will develop a written plan to reduce or eliminate Student's further absences. The AIT plan will state that a complaint will be filed in juvenile court alleging that the child is an unruly child not later than sixty-one (61) days after



Constellation Schools

CHAPTER 4: STUDENT POLICIES

implementation if the child refuses to participate in or fails to make satisfactory progress on the plan or other alternatives to adjudication. The School will make reasonable attempts to provide student's parent with written notice of the plan within seven (7) days of development.

If a student becomes habitually truant during the last twenty-two (22) school days of the year, the School may assign one official to work with the parent and develop an AIT plan in lieu of forming a full AIT. The plan shall be implemented not later than seven (7) days prior to the first day of instruction of the next school year.

AIT Exemption: The School shall be exempt from AIT procedural requirements if it has a chronic absenteeism rate of less than 5% of the student body per the last state report card.

The School shall employ absence intervention strategies for all students who are excessively absent from School. Such strategies shall include the following, if applicable:

1. Providing a truancy intervention plan for any student who is excessively absent from school;
2. Providing counseling for a habitual truant;
3. Requesting or requiring a parent to attend parental involvement programs;
4. Requesting or requiring a parent to attend truancy prevention mediation programs;
5. Notification of the registrar of motor vehicles of student's truancy status if the student misses sixty consecutive hours of instruction or ninety hours of instruction during the course of the school year; and
6. Taking legal action under R.C. 2919.222, 3321.20, and/or 3321.38.

On the 61st day after the implementation of an AIT or other intervention strategy, the attendance officer shall file a complaint with the juvenile court against a student, if all of the following apply:

1. the student is a habitual truant;
2. the School has made meaningful attempts to re-engage the student through the AIT plan, other intervention strategies, and any other offered alternatives to adjudication; and
3. the student has refused to participate in or failed to make satisfactory progress on the AIT plan, as determined by the AIT, or any offered intervention strategies or alternatives to adjudication.

If the 61st day falls during the summer months, at the School's discretion, the AIT or attendance officer may extend the implementation of the plan and delay filing the complaint for an additional thirty (30) days from the first day of instruction of the next school year.

If, however, at any time during the implementation phase of the AIT plan or other intervention strategy, the student is absent without legitimate excuse for thirty (30) or more consecutive hours or forty-two (42) or more hours in one school month, the attendance officer shall file a complaint with the juvenile court against the student, unless the AIT has determined that the student has made substantial progress on the absence intervention plan.



Constellation Schools

CHAPTER 4: STUDENT POLICIES

The Principal or his/her designee is also authorized to establish a parent education program for parents of students who are habitually truant. Any parent assigned to the program who does not complete the program is to be reported to law enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

Reporting

The School shall report to the Ohio Department of Education, as soon as practicable, any of the following occurrences:

1. When a student is deemed habitually truant.
2. When a student is deemed excessively absent.
3. When a student has been adjudicated an unruly child for being a habitual truant and violates the court order regarding that adjudication.
4. When an AIT plan has been implemented for a student.

This Board consulted with the juvenile court of the counties in which the School is located, parents of students attending the School, and state and local agencies deemed appropriate by the Board prior to adopting this policy.

R.C. 2151.011; R.C. 2151.27; R.C. 3314.03(A)(6); R.C. 3314.11; R.C. 3321.01; R.C. 3321.041; R.C. 3321.13-.191 O.A.C. 330-69-02.

Adopted: September 19, 2019

ATTACHMENT 8.2
DISMISSAL OF EMPLOYEES

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



Constellation Schools

CHAPTER 3: PERSONNEL POLICIES, PRACTICES AND PROCEDURES

3.5070 Termination

AT-WILL Employees - School employees employed "AT-WILL" may be terminated with or without notice and with or without cause. In addition, they may be terminated for any of the reason listed below that may justify the termination of an employee with an Employment Contract or for no reason at all.

Employees with an employment Contract – Employees working for the School under an Employment Contract may be terminated for cause during the term of the contract. The list below, which is meant to be illustrative and not comprehensive, identifies some activities that may result in an employee being terminated during the contract term.

- Theft or Dishonesty;
- Intentional destruction of School property;
- Unauthorized use of School property;
- Falsification of School Records;
- Unacceptable work performance, including irregular or tardy attendance;
- Willful violation of School policies or property;
- Unacceptable attendance record and/or punctuality;
- Providing inappropriate assistance to students on standardized tests and proficiency tests;
- Threatening, harassing, assaulting or abusing any student, employee or visitor;
- Fighting, physical violence and verbal abuse;
- Possession of firearms or explosives;
- Violation of the drug, alcohol and/or smoking policies;
- Intoxication or use of alcohol on School property;
- Use, sale or possession of unlawful drugs on School property
- Sleeping on duty;
- Neglect of duty and disruption of others;
- Insubordination;
- Abuse or inappropriate access of confidential information;
- Willful violation of School safety or security regulations.
- Violation of School policies.



Constellation Schools

The Right Choice for Parents and a Real Chance for Children!

CONSTELLATION SCHOOLS: STOCKYARD COMMUNITY ELEMENTARY

STAFF DISMISSAL ON CONTRACT TERMINATION

Employees will be notified in writing by March 1st of the current school year if the contract for Constellation Schools: Stockyard Community Elementary will not be renewed for the following year. (Provided Constellation Schools: Stockyard Community Elementary receives notification from the Sponsor by this date.) If Constellation Schools: Stockyard Community Elementary receives notice of termination from the Sponsor at any time, school officials will notify all employees in a timely manner once it is clear that another resolution cannot be reached and it will be necessary for the school to close. When appropriate, letter of recommendation will be provided for all employees, at their request, by the Principal.

ATTACHMENT 8.3

EMPLOYEE BENEFITS

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

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



Constellation Schools

The Right Choice for Parents and a Real Chance for Children!

CONSTELLATION SCHOOLS: STOCKYARD COMMUNITY ELEMENTARY

Employee Benefits

Medical, dental, and vision plans are through United Healthcare.

Medical Insurance

Constellation Schools offers two health insurance plans from which employees can choose. Both plans are Preferred Provider Organizations (PPO's) with prescription drugs covered after co-pays. For more information, please contact the HR office.

Dental Insurance

The PPO Dental Plan includes preventative, basic, and major dental services. Orthodontia for children is also covered. For more information, please contact the HR office.

Vision Insurance

The Network Vision plan includes annual exams. Vision materials are covered on a schedule. For more information, please contact the HR office.

Life Insurance

A life insurance policy in the amount of \$50,000 is issued to each eligible employee. There is no cost for employees to enroll. For more information, please contact the HR office.

Payroll Deductions

Employee medical, dental and/or vision premium contributions are made by "pre-tax" payroll deduction on the first 2 pay periods in each month. All applicable Federal, State and Local taxes are deducted each pay.

Retirement

Constellation Schools participates in both **SERS** (School Employees Retirement System of Ohio) and **STRS** (State Teachers Retirement System of Ohio). SERS employees contribute 10% of gross income with a 14% employer match. STRS employees contribute 14% of gross income with a 14% employer match.

403b - One America

Constellation Schools offers the opportunity for all eligible staff to invest in a "pre-tax" 403b plan (401k for Constellation Central Office Staff) through payroll deduction. For more information, please contact the HR office.

Paid Time Off

Sick Time: All full time Constellation Schools employees are given 1.25 sick days per month, up to 120 days.

Personal Time: All full time Constellation Schools employees are given 3 Personal Days at the beginning of each fiscal year.

Vacation Time: All full time, year round, Constellation Schools employees are given Vacation Time. The number of weeks is determined by job category.

ATTACHMENT 9.2

FISCAL SERVICES AGREEMENT

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

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

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

Constellation Schools: Stockyard Community Elementary

RESOLUTION

At a meeting of the Board of Directors of Constellation Schools: Stockyard Community Elementary ("School") held January 16, 2020, a quorum being present, the following resolution was duly enacted.

WHEREAS, the School is an Ohio community school sponsored by the Education Service Center of Lake Erie West (Sponsor); and

WHEREAS, the Governing Authority (Board) for the school plans to enter into a Management Agreement (Agreement) with Constellation Schools LLC (CS LLC) for the period July 1, 2020 through June 30, 2021;

WHEREAS, the Agreement will include Treasurer Services by provided by CS LLC for the School; and

WHEREAS, Caroline Zito, Treasurer of CS LLC holds a valid Ohio School Treasurer License and will maintain a bond as required by Ohio Law;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Constellation Schools: Stockyard Community Elementary that Caroline Zito fill the role of Treasurer effective July 1, 2020 to fulfill the Treasurer Services being provided under the above referenced Agreement.

Adopted this 16th day of January 2020



President or Secretary

Constellation Schools: Stockyard Community Elementary

ATTACHMENT 9.3 FISCAL LICENSURE

1. Treasurer's License

NOTE: Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

STATE OF OHIO DEPARTMENT OF EDUCATION
5 Year School Treasurer School Treasurer License

CAROLINE R ZITO

THIS LICENSE AWARDED TO

OH3028267

EDUCATOR STATE ID

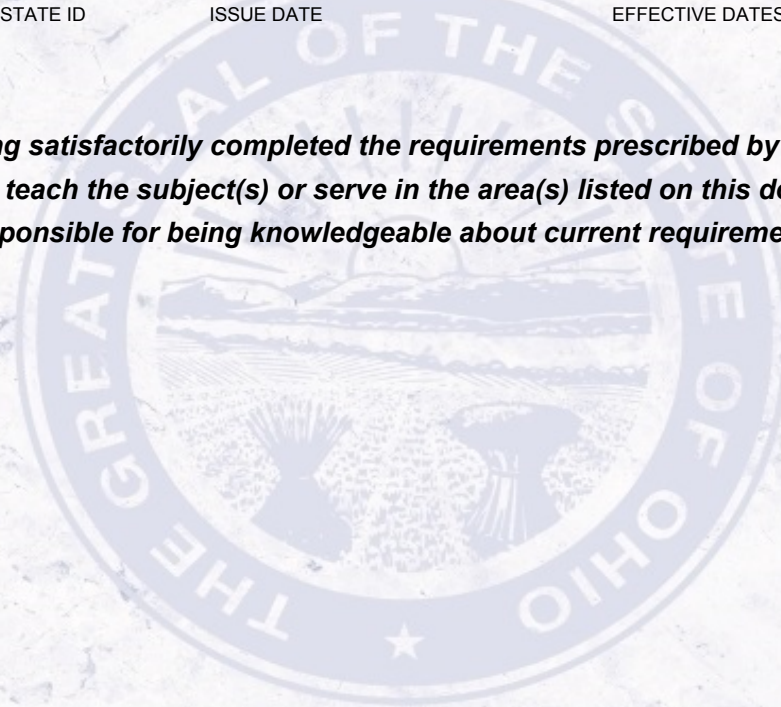
05/09/2019

ISSUE DATE

07/01/2019 to 06/30/2024

EFFECTIVE DATES

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.



Paolo DeMaria

Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21698721

Employers may verify this credential by going to Educator Profile on education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.

ATTACHMENT 9.4
FISCAL BOND OR POOLED INSURANCE

1. Treasurer's Bond or Insurance Policy Declaration Page

NOTE: Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days.



BOND

No. 601129177

KNOW ALL MEN BY THESE PRESENTS:

That we Caroline R. Zito

208 Highland Avenue, Wadsworth, OH 44281

(Insert Full Name [top line] and Address [bottom line] of Principal)

as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto State of Ohio f.b.o. Constellation Community Schools, 5730 Broadview Road, Parma, OH 44134

(Insert Full Name [top line] and Address [bottom line] of Oblige)

in the aggregate and non-cumulative penal sum of One Million Dollars And Zero Cents

(\$1,000,000.00) DOLLARS, for the payment of which, well and truly

to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Treasurer

for a term beginning on December 20, 2019 and ending on December 20, 2020.

Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to State of Ohio f.b. o. Constellation Community Schools, 5730 Broadview Road, Parma, OH 44134 and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

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

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

SIGNED, SEALED and DATED

November 27, 2019

Caroline R. Zito

Caroline R. Zito

The Ohio Casualty Insurance Company

By: X

Christy Hale

Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7409395

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carrie J. Christie; Dorothy A. Hale; Frances L. Lyons; Jason P. Chisholm; Pamela Lewis

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2016.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of November, 2019.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

ATTACHMENT 9.5

FINANCIAL PLAN

1. Estimated school budget for every year of the contract

NOTE: The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year.

	Actual			Forecasted				
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 2,279,218	\$ 2,349,272	\$ 2,216,274	\$ 1,804,110	\$ 2,148,250	\$ 2,253,250	\$ 2,253,250	\$ 2,253,250
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	9,968	12,025	8,530	6,750	7,750	8,500	8,500	8,500
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	384,183	383,833	358,287	289,100	332,800	340,000	350,000	350,000
Total Operating Receipts	\$ 2,673,369	\$ 2,745,130	\$ 2,583,091	\$ 2,099,960	\$ 2,488,800	\$ 2,601,750	\$ 2,611,750	\$ 2,611,750
Operating Disbursements								
100 Salaries and Wages	\$ 1,273,315	\$ 1,347,112	\$ 1,289,149	\$ 1,103,924	\$ 1,166,002	\$ 1,269,323	\$ 1,294,709	\$ 1,320,603
200 Employee Retirement and Insurance Benefits	400,074	422,889	410,406	330,097	384,781	396,324	408,214	420,460
400 Purchased Services	1,480,557	1,184,869	1,013,038	1,058,494	1,069,962	971,186	954,038	954,038
500 Supplies and Materials	110,639	67,199	126,940	157,391	100,000	130,000	120,000	120,000
600 Capital Outlay -New	233,433	87,413	697	500	500	25,000	25,000	25,000
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	44,427	52,911	67,449	37,025	37,025	85,582	87,500	87,500
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 3,542,445	\$ 3,162,394	\$ 2,907,680	\$ 2,687,431	\$ 2,758,270	\$ 2,877,415	\$ 2,889,461	\$ 2,927,602
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (869,076)	\$ (417,264)	\$ (324,589)	\$ (587,471)	\$ (269,470)	\$ (275,665)	\$ (277,711)	\$ (315,852)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 573,078	\$ 512,258	\$ 520,095	\$ 572,827	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000
State Grants (3200, except 3211)	5,423	18,036	7,530	10,000	18,900	20,570	20,570	20,570
Restricted Grants (3219, Community School Facilities Grant)	-	-	49,579	55,500	50,000	50,000	50,000	50,000
Donations (1820)	25	200	125,120	100,000	100,000	-	-	-
Interest Income (1400)	354	2,565	6,153	-	3,000	40	40	40
Debt Proceeds (1900)	395,889	(262,525)	-	-	-	-	-	-
Debt Principal Retirement	-	-	(75,206)	(157,983)	(150,773)	(75,831)	(79,857)	(84,554)
Interest and Fiscal Charges	-	-	(271,395)	(265,559)	(256,601)	(250,486)	(246,126)	(241,531)
Transfers - In	218,497	74,338	101,550	30,374	39,557	-	-	-
Transfers - Out	(218,497)	(74,338)	(101,550)	(30,374)	(39,557)	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 974,769	\$ 270,535	\$ 361,876	\$ 314,785	\$ 289,526	\$ 269,293	\$ 269,627	\$ 269,525
Excess of Operating and Nonoperating Receipts								
Over/(Under) Operating and Nonoperating	\$ 105,693	\$ (146,729)	\$ 37,287	\$ (272,686)	\$ 20,056	\$ (6,372)	\$ (8,084)	\$ (46,327)
Disbursements								
Fund Cash Balance Beginning of Fiscal Year	\$ 429,124	\$ 534,817	\$ 388,088	\$ 425,376	\$ 152,690	\$ 172,745	\$ 166,373	\$ 158,289
Fund Cash Balance End of Fiscal Year	\$ 534,817	\$ 388,088	\$ 425,376	\$ 152,690	\$ 172,745	\$ 166,373	\$ 158,289	\$ 111,963

Assumptions

	Actual			Forecasted				
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Staffing/Enrollment								
Total Student FTE	270	268	254	210	240	255	255	255
Instructional Staff	30	33.00	27.00	20.00	21.00	23	23	23
Administrative Staff	3	4.00	3.00	3.00	3.00	3	3	3
Other Staff	6	5.00	6.00	3.85	4.00	4	4	4
Purchased Services								
Rent	\$ 336,464.88	\$ 64,654.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	61,230.41	67,685.21	65,668.64	57,000.00	61,350.00	69,000.00	72,000.00	72,000.00
Other Facility Costs	141,338.45	65,637.82	76,288.76	124,800.00	105,950.00	62,500.00	65,000.00	65,000.00
Insurance	-	-	-	-	-	-	-	-
Management Fee	295,496.02	152,672.28	293,884.14	259,030.00	297,984.00	293,844.00	293,844.00	293,844.00
Sponsor Fee	51,097.60	57,604.01	54,991.85	38,612.00	54,194.00	56,538.00	56,538.00	56,538.00
Audit Fees	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Transportation	28,392.00	32,888.00	26,062.00	29,893.00	29,893.00	35,000.00	35,000.00	35,000.00
Legal	2,107.57	2,605.00	2,822.00	2,500.00	2,500.00	2,000.00	2,500.00	2,500.00
Marketing	3,303.05	1,649.00	4,096.66	6,275.00	6,275.00	6,275.00	6,500.00	6,500.00
Consulting	148,956.36	188,805.30	90,283.82	107,724.00	107,974.00	49,529.00	42,656.00	42,656.00
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	159,665.18	136,983.30	138,602.13	149,100.00	144,310.00	135,000.00	140,000.00	140,000.00
Technology Services	30,642.76	245,369.40	115,676.32	97,885.00	87,904.00	35,000.00	38,000.00	38,000.00
Food Services	106,982.43	120,174.96	112,964.64	120,500.00	120,500.00	126,500.00	127,000.00	127,000.00
Other	114,879.83	48,140.99	31,697.51	65,175.00	51,128.00	100,000.00	75,000.00	75,000.00
Total	\$ 1,480,556.54	\$ 1,184,869.43	\$ 1,013,038.47	\$ 1,058,494.00	\$ 1,069,962.00	\$ 971,186.00	\$ 954,038.00	\$ 954,038.00
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ 346,601	\$ 423,542	\$ 407,374	\$ 326,317	\$ 325,983	\$ 326,085
Debt Service Coverage	0.00	0.00	1.11	0.36	1.05	0.98	0.98	0.86
Growth in Enrollment	0.00%	-0.74%	-5.22%	-17.32%	14.29%	6.25%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	-62.55%	-99.20%	-28.31%	0.00%	4900.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	2.68%	-5.90%	-18.70%	18.52%	4.54%	0.38%	0.00%
Growth in Non-Operating Receipts/Expenses	0.00%	-72.25%	33.76%	-13.01%	-8.02%	-6.99%	0.12%	-0.04%
Days of Cash	0.12	0.17	0.13	0.16	0.06	0.06	0.06	0.05

Assumptions Narrative Summary

Fiscal Year 2020-2024 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	\$ 3,929,769.00	\$ 378,482.00	\$ 1,251,156.00	\$ 3,551,287.00	Cleve-Cuy Port Authority
Capital Leases	\$ 170,516.00	\$ 170,516.00	\$ 9,147.00	\$ -	Winthrop Leases
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 4,100,285.00	\$ 548,998.00	\$ 1,260,303.00	\$ 3,551,287.00	

Forecast assumes flat-funding from State during forecasted period. Revenues do not include Student Wellness and Success funds.
Forecasted enrollments, revenues & expenditures reflect enrollment trends, and FY 2019 actual results*
Any increase in instructional staff is directly linked to sustained classroom enrollment
An increase of 2% for salaries and 3% increase for benefits is included each year for inflation
Purchased services-Consulting includes contracted substitutes, shared services employees for physical education, ESC Reading Program, & Professional Development
Purchased services-Other includes security detail, board stipends, yearbooks, mileage reimbursement for PD travel, admin printing, postage etc.
Purchased services do not include audit expense or property/liability costs. They are included under 800 account codes and are included as Other Costs
In Fiscal 2019, Audit Fees are budgeted at \$8,000 and Liability & Property Insurance are budgeted at \$12,000
The school issued bonds in 2014 for the purpose of financing facilities expansion. Previously the expense was recorded under operating expense as rent expense. The bonds mature in 2044.
The debt service is now recorded under non-operating expense as principal and interest and the remaining debt is detailed in debt schedule
Other Costs include miscellaneous expense for dues, subscriptions, assemblies, etc.
* FY2019 actual results - unaudited

ATTACHMENT 10.1

LIABILITY INSURANCE

1. Declarations page(s) showing:
 - a. General liability insurance (at least \$1 million per occurrence and \$3 million in aggregate)
 - b. Excess or umbrella policy extending coverage as primary coverage for at least \$5 million
 - c. Directors and officers liability and errors and omissions coverage (at least \$1 million per occurrence, not claims-made coverage)
 - d. Property insurance

NOTE: Insurance coverage must be for School, Governing Authority, its Directors, Officers, and employees. The coverage must also include Sponsor as additional insured on its general liability and directors and officers liability policies. The School must have a policy in place to notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to or cancellation of the coverage above.

AGENCY CUSTOMER ID: CONST-1

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY The Chisholm Agency		NAMED INSURED Constellation Schools, LLC 5730 Broadview Road Parma, OH 44134	
POLICY NUMBER Y6307D160256		EFFECTIVE DATE: 11/08/2019	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Constellation Schools - Old Brooklyn Middle School /4430 State Road, Cleveland, OH 44109
 Constellation Schools - Parma Elementary School /7667 Day Drive, Parma, OH 44129
 Constellation Schools - Parma Middle and High School /5983 W 54th Street, Parma, OH 44129
 Constellation Schools - Westpark Elementary School /16210 Lorain Avenue, Cleveland, OH 44111
 Constellation Schools - Westpark Middle School /16210 Lorain Avenue, Cleveland, OH 44111
 Constellation Schools - Elyria Elementary Grades K-3 /300 North Abbe Road, Elyria, OH 44035
 Constellation Schools - Elyria Elementary Grades 4-8/336 South Logan St, Elyria, OH 44035
 Constellation Schools - Lorain Middle School/1110 W 4th St, Lorain, OH 44052
 Constellation Schools - Lorain Elementary School/1110 W 4th Street, Lorain, OH 44052
 Constellation Schools - Madison Elementary Schools / 2015 95th and Madison Ave, Cleveland, OH 44102
 Constellation Schools - Stockyard Elementary School / 3200 W 65th Street, Cleveland, OH 44102
 Constellation Schools - Stockyard Middle School / 3200 W 65th Street, Cleveland, OH 44102
 Constellation Schools - Westside School of Arts / 3727 Bosworth Road, Cleveland, OH 44111
 Constellation Schools - Eastside Academy / 6804 Lansing Avenue, Cleveland, OH 44105
 Constellation Schools - Parma Community Elementary/ 6125 Pearl Road, Parma Hts, OH 44129
 Constellation Schools - Parma Community Intermediate /3421 Snow Road, Parma, OH 44134



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Chisholm Agency 26016 Detroit Rd. Suite 5 Westlake, OH 44145	CONTACT NAME: Cindy McDaniel
	PHONE (A/C No. Ext): 440-348-9900 FAX (A/C No.): 440-348-9905
	E-MAIL ADDRESS: cindy@chisholmagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Hanover Insurance Company NAIC # 22292
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RHWA193688 RHWA181698 RHWA181800 RHWA182106	11/08/2019	11/08/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWWA180694	11/08/2019	11/08/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHWA182128	11/08/2019	11/08/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	RHWA193688 RHWA181698 RHWA181800 RHWA182106	11/08/2019	11/08/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Constellation Schools: Puritas Community Elementary and Middle Schools /
17720 Puritas Avenue & 4421 Rocky River Drive, Cleveland, OH 44109
See Schedule Attached

CERTIFICATE HOLDER The Educational Service Center of Lake Erie West 2275 Collingwood Blvd Toledo, OH 43620	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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AGENCY CUSTOMER ID: CONST-1

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY The Chisholm Agency		NAMED INSURED Constellation Schools, LLC 5730 Broadview Road Parma, OH 44134	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE 22292		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** _____

Constellation Schools - Old Brooklyn Middle School /4430 State Road, Cleveland, OH 44109

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Constellation Schools - Eastside Academy / 6804 Lansing Avenue, Cleveland, OH 44105

Constellation Schools - Parma Community Elementary/ 6125 Pearl Road, Parma Hts, OH 44129

Constellation Schools - Parma Community Intermediate /3421 Snow Road, Parma, OH 44134



Performance Accountability Framework Attachment 11.6 – 19-20 School Year

School Name:	Constellation Schools Stockyard Community Elementary
School IRN#:	143487
Building Principal/Director	Gary Vojtush, Principal
Board President	Daniel Ziemba
Start Date of Current Contract	7-1-2020
End Date of Current Contract	6-30-2022
Management Company	Constellation Schools, LLC
School Mission:	Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life long success.

A.01	ACADEMIC PERFORMANCE STANDARD		CHRONIC ABSENTEEISM
<p>It is important for Ohio's students to be in class every day ready to learn. Ohio defines chronic absenteeism as missing ten percent or more of the school year for any reason. A child who is not in school is a child who is missing out on his or her education. Beginning in 2018, the Chronic Absenteeism Improvement Indicator was included in the Academic Performance measures. Schools meeting this goal will have achieved one of the measures indicated below:</p> <p>1. Meeting or exceeding the annual Ohio goal (11.5 percent for 2019-2020);</p> <p><u>OR</u></p> <p>2. Meeting an improvement standard relative to the starting point of each school or district. Technical documentation for Chronic Absenteeism from ODE requires the following calculations be used:</p> <ul style="list-style-type: none"> If your current chronic absenteeism rate is between 12.6% - 36.7%, your goal will indicate a 1.1% improvement; If your current chronic absenteeism rate is between 36.6% - 99% your goal will indicate a 3% improvement 			
	2019 – 2020	2020 – 2021	2021 - 2022
GOAL	28.1%	27.0%	25.9%
ACTUAL	NA		
RATING	NA		
EXPLANATION OF GOAL/ STRATEGIES TO MEET THIS GOAL			
EXPLANATION OF GOAL	Reduction in chronic absenteeism per required ODE calculations		
STRATEGIES USED TO DECREASE CHRONIC ABSENTEEISM	Phone calls and letters home, incentives for good attendance, meetings between parents and administrative team members to address specific issues, referral to and support from Constellation Management, compliance with all current required practices for students who are at-risk of being chronically absent. Parents are encouraged to use current electronic communication pathways and databases including Class Dojo to engage in two-way conversations and check progress.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMACE SUMMARY:			

A.02	ACADEMIC PERFORMANCE STANDARD		PERFORMANCE INDEX
<p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them. The Performance Index measures the achievement of every student, not just whether or not he or she reaches "proficient." Districts and schools receive points for every student's level of achievement. The higher the student's level, the more points the school earns toward its index. This rewards schools and districts that improve the performance of highest- and lowest-performing students.</p> <p>Goals set for this standard must address number of points earned out of 120. In the "Explanation..." box you will include the numeric increase. In the "Strategies..." box list the strategies you will use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio's State Tests.</p>			
	2019 – 2020	2020 – 2021	2021 - 2022
GOAL	67 points out of 120	68.5 points out of 120	70 points out of 120
ACTUAL			
RATING			
EXPLANATION OF GOAL/STRATEGIES TO MEET THIS GOAL			
EXPLANATION OF GOAL	The school needs to score 70 performance index points by the 2021 – 2022 school year.		
STRATEGIES TO MEET THE GOAL	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement.</p> <p>Specifically to increase the PI points we need to have students who previously scored in the lower categories to move up a category, with the goal of every student achieving a rating of "proficient" or higher. Students will get differentiated instruction during small group instruction. Title I and special education staff will push into classrooms and will use pull-out instructional strategies when indicated. Teachers will use data from the NWEA MAPS-Class Reports, Student Profiles, Learning Continuum and Class Breakdown Reports by RIT goals, Student Progress reports and Student Goal Setting Worksheets. After-School tutoring will be offered to students prior to the spring tests. Teachers will receive PD on station rotation and small group instruction which will be provided by the instruction coach and the technology integration coach. The principal and BLT will take a look at last year's data and develop a breakdown of percentages and names of students who need to move from "Limited" to "Basic" etc., so that all TBTs can work with this data when targeting indicators for instructional changes.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMACE SUMMARY:			

A.03	ACADEMIC PERFORMANCE STANDARD		INDICATORS MET
<p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them.</p> <p>The Indicators Met measure represents student performance on state tests. They are based on a series of up to 26 state tests that measure the percent of students proficient or higher in a grade and subject. Schools and districts also are evaluated on the gifted indicator, giving them up to 27 possible indicators.</p> <p>Goals set for this standard must address the numeric increase of indicators met. In the "Explanation..." box you will include the numeric increase. If the numeric measure increases by +2 or less, the % of growth in either math or ELA must also be indicated and described. In the "Strategies..." box you will list the strategies you plan to use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio's State Tests.</p>			
	2019-2020	2020-2021	2021-2022
GOAL	2 of 10 indicators	2 of 10 indicators	3 of 10 indicators
ACTUAL			
RATING			
EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	We plan to achieve at least 2 indicators and hit 3 of 10 indicators by 2021-2022.		
STRATEGIES TO INCREASE THE NUMBER OF INDICATORS MET	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement. In order to earn an extra indicator by the 2021 -2022 school year, we are going to focus heavily on ELA and math power standards in the 3rd and 6th grades. This will have a unique look and will be dependent on the start of the school year due to the Covid-19 virus. Our teachers will look at the power standards and increase instruction in these standards. Once the fall NWEA test scores are available, TBTs will use this data to determine the students who are not on track to finish the year on grade level. Students will get differentiated instruction during small group instruction. Title I and special education staff will push into classrooms and will use pull-out instructional strategies when indicated. Teachers will use data from the NWEA MAPS-Class Reports, Student Profiles, Learning Continuum and Class Breakdown Reports by RIT goals, Student Progress reports and Student Goal Setting Worksheets. After-School tutoring will be offered to students prior to the spring tests. Teachers will receive PD on station rotation and small group instruction which will be provided by the instruction coach and the technology integration coach. The principal will walk through classrooms to monitor the instructional and intervention changes. The BLT will monitor the work of the TBTs and will provide feedback on their progress and processes.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMACE SUMMARY:			

A.04	ACADEMIC PERFORMANCE STANDARD		PROGRESS
<p>Progress looks closely at the growth that all students are making based on their past performances. There are four measures within the component: progress for all students; progress for gifted students; progress for students with disabilities; and progress for students whose academic performance is in the lowest 20 percent of students statewide.</p> <p>A goal set for this standard must identify the amount of growth for one of the four individual measures listed above (This will be indicated by a positive change in the "Single Year Index" number.) In the "Explanation..." box you will include the numeric increase. In the "Strategies..." box you will list the strategies you plan to use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio's State Tests.</p>			
	2019-2020	2020-2021	2021-2022
GOAL	Increase single year progress for all students from -1.82 in 18-19 to -1.75 in 19-20.	Increase single year progress for all students by .07 from 19-20 to 20-21.	Increase single year progress for all students by .07 from 20-21 to 21-22.
ACTUAL			
RATING			
EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	We will increase the all students' single year progress from -1.82 to -1.75 then .07 each year until 2021-2022.		
STRATEGIES TO MEET THIS GOAL	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement. The principal and BLT will take a look at last year's data and develop a breakdown of percentages and names of students who need to move from "Limited" to "Basic" etc., so that all TBTs can work with this data when targeting indicators for instructional changes. TBTs will monitor student progress with teacher-created and NWEA Map assessments and provide additional supports for students not making the targeted amount of growth. All students will get differentiated instruction during small group instruction, and after-school tutoring will be offered in Math and Reading. Teachers will receive PD on station rotation and small group instruction. Title I and special education staff will push into classrooms to assist with differentiation and small group instruction, and will pull students out as needed.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMACE SUMMARY:			

A.05		ACADEMIC PERFORMANCE STANDARD		GAP CLOSING	
<p>Schools must close the gaps that exist in the achievement between “all Ohio Students” and those groups who are more vulnerable. The Gap Closing component shows how well schools are meeting performance expectations for our most vulnerable students in English language arts, math and graduation rate. Gap Closing compares the academic performance of nine student groups (American Indian/Alaskan Native; Asian/Pacific Islander; Black, Non-Hispanic; Hispanic; Multiracial-White, Non-Hispanic; economically disadvantaged; Students with Disabilities; English Learners) against the performance of a 10th group: all students in Ohio.</p> <p>A goal set for this standard must address the increase in overall gap closing (Indicated by a decrease in the gap.). In the “Explanation...” box you will indicate the numeric change. In the “Strategies...” box you will include a description of the strategies you will use to meet this goal. This goal must relate to one or more of the nine subgroups of students (listed above) and must indicate the targeted area of math, ELA or graduation rate for the selected subgroup.</p>					
	2019-2020	2020-2021	2021-2022		
GOAL	Gap will improve from 16.7 in 18-19 to 20.7 in 19-20.	Gap will improve	Gap will improve		
ACTUAL					
RATING					
EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL					
EXPLANATION OF GOAL	Gap improvement 4% from the previous year will include a focus on economically disadvantaged students and students with disabilities.				
STRATEGIES TO MEET THIS GOAL	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement. To close the gap and meet our goal, we must help each student increase achievement, since a large portion of our student body is economically disadvantaged. This also includes our students with disabilities population, which was the most underperforming group on the 2020 report card. The principal and BLT will take a look at last year's data and develop a breakdown of percentages and names of students who need to move from "Limited" to "Basic" etc., so that all TBTs can work with this data when targeting indicators for instructional changes. TBTs will identify heavily-tested standards and will help all students to achieve mastery of these standards at high levels. We will provide differentiation and small group instruction and will have PD on station rotation and differentiated instruction. Title I and special education staff will be pushing into classrooms as much as possible to help with small group instruction and differentiation.</p>				
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR					
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO		

END OF YEAR PERFORMACE SUMMARY:			

A.06	ACADEMIC PERFORMANCE STANDARD		GRADUATION RATE
<p>The Four-Year Graduation Rate counts as graduates only those students who earn diplomas within four years of entering ninth grade for the first time. The Five-Year Graduation Rate counts those students who graduate within five years of entering ninth grade for the first time.</p> <p>The Graduation Rate Component Grade is determined in the following manner: 60% - the letter grade for the four-year graduation rate; and 40%- the letter grade for the five-year graduation rate.</p> <p>A goal set for this standard must list an increase in the overall graduation rate percentage. In the "Explanation..." box, schools must identify one of the two specific measures targeted (4-year or 5-year) and the increase in percentage. In the "Strategies..." box, specific strategies being implemented to increase this rate should be listed.</p>			
	2019-2020	2020-2021	2021-2022
GOAL	NA	NA	NA
ACTUAL	NA	NA	NA
RATING	NA	NA	NA
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	NA – this school does not serve students in the high school grade band		
STRATEGIES USED TO MEET THIS GOAL	NA – this school does not serve students in the high school grade band		
THESE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
NA	NA	NA	NA
END OF YEAR PERFORMACE SUMMARY:			
NA – this school does not serve students in the high school grade band			

A.07	ACADEMIC PERFORMANCE STANDARD		IMPROVING AT-RISK K-3 READERS
<p>Reading is the foundation for all learning. That is why it is critical to fund and address reading issues for a student as early as possible. Improving at-risk K-3 Readers looks at how successful the school is at getting struggling readers on track to proficiency in third grade and beyond.</p> <p>The measure and component relate to Ohio's Third Grade Reading Guarantee, which aims to make sure that all students are reading at grade level by the end of third grade. The guarantee drives attention to students from kindergarten through third grade who are struggling readers and makes sure they get the help they need to succeed in reading. Through this initiative, districts and schools diagnose reading issues, create individualized reading improvement and monitoring plans, and provide intensive reading interventions. Specifically, this measure tracks the following:</p> <ol style="list-style-type: none"> 1. Students who were not on track in reading last year in kindergarten and now are on track in first grade; 2. Students who were not on track in reading last year in first grade and now are on track in second grade; 3. Students who were not on track in reading last year in second grade and now are on track in third grade; and 4. Students who were not on track in reading last year at the beginning of third grade who scored "Proficient" on Ohio's third grade English language arts test. <p>Improving at-risk K-3 Readers scoring uses results from two assessments: a reading diagnostic given to all students in kindergarten through grade 3 at the beginning of the school year and Ohio's state third grade English language arts test given to third-graders twice during the school year.</p> <p>A goal addressing this standard must identify the expected increase in the overall percentage. In the "Explanation..." box, the school should state which one of the four items listed above will be targeted for improvement. In the "Strategies..." box you will describe the targeted strategies aimed at meeting this goal.</p>			
	2019-2020	2020-2021	2021-2022
GOAL	We will increase "moving to on-track" percentage from 14% to 20%	Moving to "on track" students will increase by 6% from SY2019-2020	Moving to "on track" students will increase by 6% from SY2020-2021
ACTUAL			
RATING			
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	We will work on current 3 rd graders who were not on track in 2 nd grade to get these students to "Proficient."		
STRATEGIES USED TO MEET THIS GOAL	Use of Reading Street including primary core instruction and targeted intervention; use of Title I funds and personnel for push-in and pull-out intervention groups. Use of NWEA quarterly assessments and RIMP plans and assessments to monitor students' progress.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMACE SUMMARY:			

A.08	ACADEMIC PERFORMANCE STANDARD	PREPARED FOR SUCCESS	
<p>The Prepared for Success component looks at how well prepared Ohio's students are for all future opportunities. Using multiple measures to determine college and career readiness enables districts to showcase their unique approaches to prepare students for success after high school.</p> <p>A Prepared for Success letter grade is based on how well the students performed on these six measures: ACT or SAT remediation-free scores; an Honors Diploma; twelve points through an industry-recognized credential or group of credentials in one of 13 high-demand career fields;at least one Advanced Placement test score of 3 or higher; International Baccalaureate test scores of 4 or higher; and earning at least three College Credit Plus credits.</p> <p>A goal for this standard must identify the increase in the overall percentage of the school's "Prepared for Success" score. In the "Explanation..." box you will identify one of the six measures listed above as a target area. In the "Strategies..." box you will list specific strategies you will utilize to positively impact the targeted area you have chosen.</p>			
	2019-2020	2020-2021	2021-2022
GOAL	NA	NA	NA
ACTUAL	NA	NA	NA
RATING	NA	NA	NA
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL:	NA – this school does not serve students in the high school grade band		
STRATEGIES USED TO MEET THIS GOAL	NA – this school does not serve students in the high school grade band		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
NA	NA	NA	NA
END OF YEAR PERFORMACE SUMMARY:			
NA – this school does not serve students in the high school grade band			

A.09	ACADEMIC PERFORMANCE STANDARD	OTHER ACADEMIC MEASURE	
<p>Schools must identify a nationally recognized assessment utilized to gather data regarding academic progress. Although many assessments are available, one that has been recognized as reliable and valid by the education community is recommended. Assessments may be given as a full battery, or sub-tests may be chosen for this standard.</p> <p>Goals set for this standard must include the name of the assessment and the expected increase. In the "Explanation..." box, you will include a brief description of the assessment, the metrics used to determine growth, and the increase you intend to see. In the "Strategies..." box you will list specific strategies being utilized to impact the positive change.</p>			
	2019-2020	2020-2021	2021-2022
GOAL	80% of students will make growth from fall 19 to spring 20 NWEA MAP tests in both math and ELA	80% of students will make growth from fall 20 to spring 21 NWEA MAP tests in both math and ELA	80% of students will make growth from fall 21 to spring 22 NWEA MAP tests in both math and ELA
ACTUAL			
RATING			
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL:	The NWEA Map is our assessment, which we use 3 times a year. The test data shows growth data from fall to winter and from winter to spring.		
STRATEGIES USED TO MEET THIS GOAL	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement. For the NWEA increases to occur, we will examine the fall 2020 data in detail. The TBTs will examine the Fall 2020 NWEA data and develop a breakdown of percentages and names of students who are not predicted to finish the year on target. TBTs will identify heavily-tested standards and will help all students to achieve mastery of these standards at high levels. TBTs will use the winter 2021 NWEA data as well as periodic teacher-created assessments to track the progress of students not on track. We will provide differentiation and small group instruction and will have PD on station rotation and differentiated instruction.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMACE SUMMARY:			

A.10	ACADEMIC PERFORMANCE STANDARD		OTHER ACADEMIC MEASURE-SPECIFIC SUBGROUP
<p>Schools serving specific subgroups of students (e.g., schools serving at-risk students) must identify additional measures and targets relevant to the particular subgroup served to evaluate student performance beyond the gap closing measures.</p> <p>Goals set for this standard must include the subgroup of students being targeted, the name of the assessment and the percentage of increase for the specific subgroup. In the "Explanation..." box, schools should include a brief description of the assessment and the increase in scores expected for that specific sub-group of students. In the "Strategies..." box you will list specific strategies being utilized to impact the positive change for the sub-group of students.</p>			
	2019-2020	2020-2021	2021-2022
GOAL	80% of students in the lowest 20% will make growth from fall 19 to spring 20 NWEA MAP tests in both math and ELA	80% of students in the lowest 20% will make growth from fall 20 to spring 21 NWEA MAP tests in both math and ELA	80% of students in the lowest 20% will make growth from fall 21 to spring 22 NWEA MAP tests in both math and ELA
ACTUAL	NA	NA	
RATING	NA	NA	
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	The NWEA Map is our assessment, which we use 3 times a year. The test data shows growth data from fall to winter and from winter to spring.		
STRATEGIES USED TO MEET THIS GOAL	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement. For the NWEA increases to occur in our lowest 20%, we will examine the fall 2020 data in detail. The TBTs will examine the Fall 2020 NWEA data and develop a breakdown of percentages and names of students who are not predicted to finish the year on target. The TBTs will use the NWEA national norms to identify students in the lowest 20% in reading and math from the fall 2020 NWEA assessments. TBTs will identify heavily-tested standards and will help all students to achieve mastery of these standards at high levels. TBTs will use the winter 2021 NWEA data as well as periodic teacher-created assessments to track the progress of students not on track. We will provide differentiation and small group instruction and will have PD on station rotation and differentiated instruction. Title I and special education staff will push into classrooms to assist students in the lowest 20% by providing extra interventions, small group settings, and differentiation.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMACE SUMMARY:			

A.11	ACADEMIC PERFORMANCE STANDARD		COMPARATIVE GOAL	
<p>In order to evaluate performance data for a given school, it is often useful to consider how similar schools compare on the same data.</p> <p>The method for use on Ohio's Local Report Cards starts with any given district and identifies up to 20 districts that are most similar according to six criteria. Statistically speaking, these are the "nearest neighbors" of the selected district. Recognizing that community schools are unique, goals in this area should identify performing at rates "higher or equal to" at least <u>two</u> "similar" schools in <u>one</u> (each) of the following areas reported on the LRC: Performance Index; Progress; Gap Closing; Improving at-risk K-3 Readers; or Graduation Rate. "Similar" schools should be comparable in percent poverty, and percent minority students.</p> <p>Goals set for this standard must identify the two areas for comparison and the verbiage "higher than or equal to". In the chart below, "similar schools" will be listed in the far left column with the data to show similarity (percent poverty and percent minority student) Next, you will enter the LRC data to show comparability (your choice of two LRC measures).</p>				
	2019-2020	2020-2021	2021-2022	
GOAL	CON STOCKYARD will perform higher or equal to H Barbara Booker in indicators met and K-3 literacy CON STOCKYARD will perform higher than or equal to Lincoln Park in K-3 literacy and indicators met.	CON STOCKYARD will perform higher or equal to H Barbara Booker in indicators met and K-3 literacy CON STOCKYARD will perform higher than or equal to Lincoln Park in K-3 literacy and indicators met.	CON STOCKYARD will perform higher or equal to H Barbara Booker in indicators met and K-3 literacy CON STOCKYARD will perform higher than or equal to Lincoln Park in K-3 literacy and indicators met.	
ACTUAL				
RATING				
CHART TO INDICATE TWO SIMILAR SCHOOLS AND A COMPARISON OF LRC DATA				
	% POVERTY	% MINORITY	YOUR CHOICE OF LRC CATEGORY	YOUR CHOICE OF LRC CATEGORY
Constellation Stockyard Elementary	100%	60.3%	K-3 literacy – 14.6%	Indicators Met 1 of 10
H. Barbara Booker	100%	67.3%	K-3 literacy -- 9.7%	Indicators Met 0 of 16
Lincoln Park	100%	75.2%%	K-3 literacy – 12.8%	Indicators Met 0 of 15
THESE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR				
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE		PROGRESS MADE YES OR NO

END OF YEAR PERFORMACE SUMMARY:			

NA.01	NON-ACADEMIC PERFORMANCE STANDARD		MISSION SPECIFIC GOAL
<p>State the School's Mission: Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life-long success.</p> <p>This goal must include mission-specific performance measures and targets.</p>			
	2019-2020	2020-2021	2021-2022
GOAL	Students will have access to PBIS activities at least 3 times a year as reported in the director's report submitted into Epicenter	Students will have access to PBIS activities at least 3 times a year as reported in the director's report submitted into Epicenter	Students will have access to PBIS activities at least 3 times a year as reported in the director's report submitted into Epicenter
ACTUAL			
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	MISSION: Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life long success. Our goal is to provide PBIS-related character education activities and programming for all students in our school, while supporting all staff with professional development which focuses on character education.		
STRATEGIES USED TO MEET THIS GOAL	We will continue our PBIS assemblies and classroom activities and will use student behavior data and research on school climate and conditions to adjust program content as needed.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMANCE SUMMARY:			

NA.02	NON-ACADEMIC PERFORMANCE STANDARD		PARENT SATISFACTION
<p>The ESCLEW recognizes parents/caregivers as key stakeholders in the success of community schools. Increasing communication and soliciting feedback from parents is key to making programming changes within the school in order to create an atmosphere where all students are growing academically.</p> <p>Goals in this area should focus on what form of feedback the school will solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) <u>and</u> identify what the school will do with the feedback received. (Adjustments to programming, hold stakeholder meetings, discuss with administration, etc.)</p>			
	2019-2020	2020-2021	2021-2022
GOAL	95% positive rating on the annual Federal programs Title 1 survey	95% positive rating on the annual Federal programs Title 1 survey	95% positive rating on the annual Federal programs Title 1 survey
ACTUAL			
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	Our school collects data through a survey given every year to parents as a part of our Federal Programs requirements. We use this feedback to see if there are trends in the data that would lead us to continue or modify certain practices and procedures.		
STRATEGIES USED TO MEET THIS GOAL	Periodic family events at the school and ongoing contact via email and Class Dojo		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMACE SUMMARY:			

NA.03	NON-ACADEMIC PERFORMANCE STANDARD	GOVERNING BOARD PERFORMANCE	
The ESCLEW expects a sponsored community school to comply with all rules and regulations regarding a Governing Board. To this end, it is the expectation that the Governing Board will take on roles and responsibilities in order to complete the work efficiently and effectively.			
Goals for this standard must address the ability of the individual members and/or combined entity in increasing the efficiency and/or effectiveness of the board. This could include: attending professional developments; attendance rates at meetings; attendance rate at school functions; etc.			
	2019-2020	2020-2021	2021-2022
GOAL	Each year (July 1 -- June 30), the board will achieve the following: 1. Achieve a quorum at 11 of 12 (91%) regularly-scheduled board meetings 2. Members of the board will collectively participate in at least 3 of the following activities: <ul style="list-style-type: none">visit the school while classes are in session;attend a school event (I.e. field trip, professional development, graduation, promotion, opening convocation, motivational speaker);attend a sponsor visit to the school;serve on a committee related to the school (I.e. professional development, LPDC, finance, scholarship, gold event, holiday committee);attend a regional, state, or national conference related to school choice or charter schools (I.e.	Each year (July 1 -- June 30), the board will achieve the following: 1. Achieve a quorum at 11 of 12 (91%) regularly-scheduled board meetings 2. Members of the board will collectively participate in at least 3 of the following activities: <ul style="list-style-type: none">visit the school while classes are in session;attend a school event (I.e. field trip, professional development, graduation, promotion, opening convocation, motivational speaker);attend a sponsor visit to the school;serve on a committee related to the school (I.e. professional development, LPDC, finance, scholarship, gold event, holiday committee);attend a regional, state, or national conference related to school choice or charter schools (I.e. National Charter School conference) 3. 100% of board members will complete the required board training. (Approved by board president and RKeeney)	Each year (July 1 -- June 30), the board will achieve the following: 1. Achieve a quorum at 11 of 12 (91%) regularly-scheduled board meetings 2. Members of the board will collectively participate in at least 3 of the following activities: <ul style="list-style-type: none">visit the school while classes are in session;attend a school event (I.e. field trip, professional development, graduation, promotion, opening convocation, motivational speaker);attend a sponsor visit to the school;serve on a committee related to the school (I.e. professional development, LPDC, finance, scholarship, gold event, holiday committee);attend a regional, state, or national conference related to school choice or charter schools (I.e. National Charter School conference) 3. 100% of board members will complete the required board training.

	National Charter School conference) 3. 100% of board members will complete the required board training. (Approved by board president and RKeeney)		(Approved by board president and RKeeney)
ACTUAL			
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	Board members will get required training, will collectively attend PD events, and will maintain quorum at 11 of 12 board goals		
STRATEGIES USED TO MEET THIS GOAL	ESC of LEW will monitor attendance at each monthly board meeting. Board presidents will assist with quorum counts and will assist other board members in attending PD events listed above.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMACE SUMMARY:			

NA.04	NON-ACADEMIC PERFORMANCE STANDARD		ORGANIZATIONAL/OPERATIONAL
<p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected organizational/operational outcomes. Goals must measure the organizational and operational performance of the school with specific annual metrics and targets.</p> <p>Goals set for this standard should be the ON-TIME and ACCURACY PERCENTAGES of compliance (requirements in statute), community school contract, governing authority, school, and financial requirement submissions within Epicenter. (If percentages are at 97% or above, maintenance is allowed.)</p>			
	2019-2020	2020-2021	2021-2022
GOAL	ON-TIME % - 95% ACCURACY % - 95%	ON-TIME % - 95% ACCURACY % - 95%	ON-TIME % - 95% ACCURACY % - 95%
ACTUAL			
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	At least 95% of Epicenter submissions will be submitted on time and will be accurately-rated.		
STRATEGIES USED TO MEET THIS GOAL	Constellation management support for the building in achieving compliance tasks in Epicenter; discussion of upcoming Epicenter tasks with RTAE during monthly site visits; contact with ESC of Lake Erie West personnel as potential issues arise with timeliness and accuracy.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMACE SUMMARY:			

NA.05	NON-ACADEMIC PERFORMANCE STANDARD		FINANCIAL PERFORMANCE
<p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial performance outcomes with annual clear, measurable metrics and targets.</p> <p>Goals set for this standard must address audits, debt reduction, or the submission of accurate and on-time financials into Epicenter.</p>			
	2019-2020	2020-2021	2021-2022
GOAL	The school will receive audits that are free from major findings, and will achieve a minimum on-time and accuracy rating in Epicenter of 95%. (Approved by CZito)	The school will receive audits that are free from major findings, and will achieve a minimum on-time and accuracy rating in Epicenter of 95%. (Approved by CZito)	The school will receive audits that are free from major findings, and will achieve a minimum on-time and accuracy rating in Epicenter of 95%. (Approved by CZito)
ACTUAL			
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	The goal establishes the audit quality and on time/accuracy of fiscal spot-checking in Epicenter		
STRATEGIES USED TO MEET THIS GOAL	Monthly monitoring and partnering with the ESC of LEW fiscal consultant to assure compliance and quality		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMACE SUMMARY:			

NA.06	NON-ACADEMIC PERFORMANCE STANDARD		FINANCIAL SUSTAINABILITY
<p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial sustainability outcomes with clear and measurable metrics and targets. This refers to the ability of the administrators to maintain the organization over the long term.</p> <p>Goals set for this standard must address 1. Student Enrollment (the actual number should be indicated); AND 2. Unrestricted Cash Reserve Balance (goal must have a minimum of 15 days)</p>			
	2019-2020	2020-2021	2021-2022
GOAL	The school will maintain a minimum enrollment of 92% FTE of the October Community Schools Funding Report and will maintain an unrestricted cash reserve balance of at least 30 days.	The school will maintain a minimum enrollment of 92% FTE of the October Community Schools Funding Report and will maintain an unrestricted cash reserve balance of at least 30 days.	The school will maintain a minimum enrollment of 92% FTE of the October Community Schools Funding Report and will maintain an unrestricted cash reserve balance of at least 30 days. (Approved by CZito)
ACTUAL			
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	The school's minimum enrollment is measured and budgeted via the October Community Schools Funding Report and the unrestricted cash flow is reported in the board book each month		
STRATEGIES USED TO MEET THIS GOAL	Proper financial controls and protocols using enrollment numbers and GAAP procedures.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMACE SUMMARY:			

NA.07		NON-ACADEMIC PERFORMANCE STANDARD		STUDENT DISCIPLINE	
<p>Beginning with the 2019-2020 school year, schools are required to report and evaluate the number of out-of-school suspensions issued for students in grades pre-K through 3 on an annual basis. The ESCLEW expects each school's number of out-of-school suspensions to decrease each year as alternative methods of student discipline are implemented.</p> <p>A. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades K-3.</p> <p>B. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades 4-8.</p> <p>C. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades 9-12.</p>					
	2019-2020		2020-2021		2021-2022
GOAL	K-3 -12 4-8 - 18 9-12 - NA		Reduce all suspensions by 1%		Reduce all suspensions by 1%
ACTUAL					
RATING					
DESCRIPTION OF MEASURE AND MONITORING STRATEGY					
	Previous year's out-of-school suspensions	This year's goal for out-of-school suspensions	Strategies to accomplish this goal		
K-3	15	12	PBIS strategies implemented building-wide; teachers are trained to de-escalate within the classroom before doing an office referral; all teachers have a common behavioral expectation set.		
4-8	21	18	PBIS strategies implemented building-wide; teachers are trained to de-escalate within the classroom before doing an office referral; all teachers have a common behavioral expectation set.		
9-12	N/A	N/A	N/A		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR					
MONTH	EVIDENCE PRESENTED BY SCHOOL		TECHNICAL ASSISTANCE		PROGRESS MADE YES OR NO
END OF YEAR PERFORMACE SUMMARY:					

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