

Agreement between the Ohio Department of Education, Office of School Sponsorship and Youngstown Community School, a Community School

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

Background Information

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

Provisions

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

Section 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2

2.1 Sponsor Rights and Responsibilities.

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

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

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

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

2.2 School Rights and Responsibilities.

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

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

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

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

- vii. Be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- viii. Recognize the following:
 - a. The authority of public health and safety officials to inspect the facilities of the school and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations;
 - b. The authority of the Department, as the community school oversight body, to suspend the operation of the school under ORC 3314.072 if the Department has evidence of conditions or violations of law at the school that pose an imminent danger to the health and safety of the school's students and employees and the sponsor refuses to take such action.
- ix. Comply with ORC 3313.801 as if it were a school district.
- x. Comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the following:
 - a. An internet or computer based community school; or
 - b. A community school in which a majority of the enrolled students are children with disabilities as described in ORC 3314.35(A)(4)(b) of the Revised Code.
- xi. The statutory references in this section are currently provided for and required to be in this Agreement pursuant to ORC 3314.03, which is subject to amendment from time to time by the General Assembly. All references in this agreement to ORC Sections shall refer to most current statute as amended from time to time during the term of this Agreement.
- xii. Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date or suspension of this Agreement. This includes contracts with teachers and non-teaching staff. Except that the School's fiscal officer's contract must require that the fiscal officer complete all required closing procedures and final audits regardless of the date the school closes or the date the fiscal officer's agreement ends.

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

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

The School shall meet the requirements and follow the procedures for program and financial audits established from time to time by the Auditor of the State of Ohio and the Ohio Department of Education. The audits shall be conducted in accordance with ORC117.10.

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

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

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

c. Notification Provided to the Sponsor.

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

School shall follow all reporting regulations as required in ORC 3314.40 and other relevant laws as required.

- d. Misappropriation of funds or suspected misappropriation of funds;
 - e. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;
 - f. A failure to maintain its corporate status with the Ohio Secretary of State's Office that is not cured within sixty (60) days of notice of the same; or
 - g. Any Findings for Recovery issued by the Ohio Auditor of State against any member of the Governing Authority, operator, treasurer, or any employee of the School.
- d. Compliance. The School shall comply with all applicable federal and state laws, administrative rules, local ordinances, and Sponsor policies and procedures applicable to community schools. A list of some but not all, of the federal and state laws with which the School must comply are listed in **Attachment 2**. Lack of inclusion in **Attachment 2** does not excuse noncompliance or non-performance by the School.
- e. Reports. The School shall provide in a timely manner to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification through Epicenter or the Sponsor's document management system shall be provided when due dates are changed or additional reports are to be provided. The Sponsor will annually update the list of required reports and due dates and provide this information to the School and deadlines for submissions will be entered in Epicenter. Failure to provide reports within ten (10) days after the date due is a material violation of this Agreement, and the Sponsor may take actions outlined in Section 2.4. Annual reports include, but are not limited to:
- i. Unique School Objectives. The School shall annually provide the Sponsor with a report identifying the progress that the School has made on each of its unique objectives included in its Education Plan, which is in **Attachment 6**, during the prior school year. The School and the Sponsor shall mutually determine the due date of the report given the availability and time necessary for assessment of data;
 - ii. Required financial reports including budget and enrollment records on a monthly basis in the format and with attachments prescribed by the Sponsor pursuant to ORC 3314.023 and 3314.024 if applicable;

- iii. Statistical reports including financials, expenditures, income and debt statements, enrollment, staff and pay turnover, expulsions, suspensions, and any other matter that relates to the financial stability or instability of the school in the format including any relevant attachments that the Sponsor requests, on a monthly basis;
- iv. The Governing Authority shall submit within four (4) months after the end of each school year a report of the School's activities and progress in meetings goals and standards of the School and the School's financial status to the Sponsor, and the parents of all students enrolled in the School. This report shall comply with Section 2.2(a)(v) of this Agreement and a draft report shall be provided to the Sponsor for review and input at least three (3) weeks prior to the distribution of the report. At the request of the Sponsor, a representative of the Governing Authority and the School shall attend a pre-arranged meeting of the Sponsor and present the annual report to the Sponsor and the Oversight Committee in detail for discussion;
- v. The Governing Authority shall report annually to the Sponsor and the Ohio Department of Education all reporting requirements set forth by ORC Chapter 3314, including, but not limited to the reporting requirements set forth in ORC 3314.08(B);
- vi. Projected enrollment – January 1 of each fiscal year;
- vii. Financial Plan by August 1 of each fiscal year;
- viii. Annual School budget approved by Governing Authority – ORC 3314.032 requires Governing Authority adoption by October 31 of each fiscal year. The annual Governing Authority adopted budget with the approved and signed Governing Authority meeting minutes documenting approval of the annual budget shall be submitted to the Sponsor within one week;
- ix. Any adjustments to the annual budget approved by the Governing Authority – within five (5) days of approval;
- x. Quarterly financial reports – within forty-five (45) days of the close of the quarter;
- xi. Annual audit – upon release by the Auditor of State and no meetings with the Auditor of State or his designee may be waived;
- xii. End of year cash balance – within 30 days of the end of the fiscal year;

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

provides services to the school and employees of the community school and update each list as necessary throughout the year;

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

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

- a. The School and the Sponsor agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
- b. Either Party shall notify the other Party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Section of this Agreement or the law that is in

dispute and the grounds for the position that such item is in dispute and the specific corrective action it wishes the other party to take. The matter shall be immediately submitted to the President of the Governing Authority and the Director of the Office of School Sponsorship, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.

- c. In the event that the matter is not resolved by the President of the Governing Authority and the Director of the Office of School Sponsorship, then the matter shall be submitted to the Columbus Bar Association for non-binding mediation before at least one mediator mutually agreed upon by the parties, if one mediator cannot be agreed upon then each party will select one mediator and a request will be made for the Columbus Bar Association to appoint one mediator. The notice for non-binding mediation shall be in writing to the other party within thirty (30) days following the Governing Authority meeting. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed. If non-binding mediation does not resolve the dispute, then the determination of the Superintendent of Public Instruction is final.

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

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

- iv. Fails to complete two or more required reports by the established deadlines.
- b. Seeking Technical Assistance. The Sponsor may require the School to seek technical assistance at the School's expense with the goal of increasing academic performance if the School fails to reach certain academic benchmarks prescribed by the sponsor and set forth in the Sponsor's Performance and Accountability Plan for the School. The Sponsor may require the School to submit for review school improvement and technical assistance plans. In all instances in which the School's report card measures are below a "C" or "meets standards", the Sponsor shall require the School to prepare and implement an academic improvement plan designed to improve report card measures. The School is responsible for all costs associated with this technical assistance.
- c. Weekly Monitoring. The Sponsor may require weekly in-person meetings with the President of the Governing Authority and the School's principal or superintendent to monitor and to review the School's progress towards the goals of the improvement plan submitted pursuant to Section 2.4(a) above. Location of all meetings shall be determined by the Sponsor. At the Sponsor's discretion, meetings may be in-person or held via teleconference, or videoconference.
- d. Independent Monitor. If, in the Sponsor's sole discretion, the Sponsor determines that the School's violations of law or this Agreement require outside monitoring and/or assistance, the Sponsor may require the School to hire an independent monitor at the School's expense which expense and qualifications must be reasonable and fit within the School's budget to oversee the implementation of the improvement plan submitted pursuant to Section 2.4(a) above.
- e. Procedural Guidelines for School Violations of Law or this Agreement. Prior to applying a remedy other than seeking termination, suspension pursuant to ORC 3314.072, or probation pursuant to ORC 3314.073, the Sponsor shall, to the extent practicable, engage in a due process procedure below:
 - i. The Sponsor shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to be remedied, and the expected remedy.
 - ii. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's determination that a breach has occurred. In a non-emergency situations, this means the President of the Governing Authority or his designee shall be given an opportunity to meet with the Director of the Office of School Sponsorship or his designee to discuss the notice within five business (5) days.

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

Section 3

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

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

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

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

The School shall employ an attorney who shall be independent of the operator for service related to the negotiation of the School's contract with the operator and other

matters should the School and operator become adverse to each other in any particular matter.

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

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

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

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

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

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

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

Section 4

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

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

4.2 Evaluations and Trainings.

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

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

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

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

4.5 Insurance. The School shall purchase insurance protecting the School and Governing Authority, employees, and volunteers (if allowable by policy), and Sponsor

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

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

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

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

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

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

Section 5

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

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

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

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

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

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

Specify that the school will not discriminate in its admission of students to the School on the basis of gender, race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude; and, be open to any individual entitled to attend school in the State of Ohio pursuant to ORC 3313.64 or ORC 3313.65 except that admission to the School may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of "at risk" that the Parties to this Agreement agree upon and/or (iii) residents of a specific geographic area within the district as defined in this Agreement.

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

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

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

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

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

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

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

5.8 Expulsion and Denial of Admission. The School shall immediately adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things the types of misconduct for which a student may be suspended, expelled or removed and that due process related thereto and is included in **Attachment 8**. The School's policy and practice shall comply with the requirements of ORC 3313.66, 3131.661 and 3313.662. Those policies and practice shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

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

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

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

Section 6

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

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

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

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

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

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

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

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

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

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

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

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

6.9 Education of Students with Disabilities

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

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

Section 7

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

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

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

7.3 Fiscal Officer.

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

Governing Authority recognizes it is subject to audits pursuant to ORC 117.10. The Governing Authority shall use its best efforts to require the Licensed Fiscal Officer to include GAAP conversion or to contract out for GAAP conversion for the School. The Governing Authority shall ensure that it and its designated fiscal officer are fully compliant with the Auditor's office, including the provision of records and the completion of audit requirements. The Governing Authority shall ensure that the designated fiscal officer provides fiscal information and reports as required by law, this Agreement, and/or as designated from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for the Sponsor to perform its oversight and monitoring responsibilities. The fiscal officer shall be independent from the operator with which the school has contracted. A copy of the bond in the minimum amount of \$100,000 is attached as **Appendix 5**. If the fiscal officer changes, the Governing Authority must notify the Sponsor in writing within ten (10) business days.

If the School should be declared unauditale under ORC 3314.51, the Governing Authority shall cause its operator to (if applicable) suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s). The School agrees that the fiscal services agreement will state that the Fiscal Officer is primarily responsible for all closing procedures if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close, and must authorize that the Fiscal Officer and/or Fiscal Officer's agreement remain fully authorized to proceed to close the School. If the School closes or is permanently closed, the Fiscal Officer shall deliver all financial and enrollment records to the Sponsor within thirty days of the School's Closure. If the Fiscal Officer fails to provide the records in a timely manner, or fails to faithfully perform any of the Fiscal Officer's other duties, the Sponsor has the right to take action against the Fiscal Officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of funds owed as a result of any findings of recovery by the Auditor of State against the Fiscal Officer.

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

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

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

7.6 Contracting.

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

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

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

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

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

Section 8

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

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

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

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

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

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

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

Section 9

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

Section 10

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

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

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

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

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

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

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

Section 11

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

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

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

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

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

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

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

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

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

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

Section 12

12.1 Order of Precedence. In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Agreement shall take precedence over policies of either party and the Application; applicable policies of the Sponsor that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the community school contract shall take precedence over the Application.

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

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

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

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

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

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

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

Sponsor:

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

School:

Youngstown Community School
50 Essex Street
Youngstown, Ohio 44502

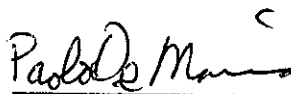
12.9 Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in full force and effect, unless otherwise terminated by one or both of the Parties in accordance with the terms contained herein.

12.10 Interpretation.

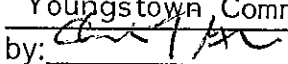
- a. **Standard of Compliance.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Agreement, the Application, and Sponsor policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required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

Executed by the following on the dates provided below.

Ohio Department of Education


Paolo DeMaria
Superintendent of Public Instruction

SCHOOL

Youngstown Community School
by: 
its: Board of Education President

Appendices

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

Attachments

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

Appendix 1

486462
ARTICLES OF INCORPORATION

-OF-

DEVELOPING POTENTIAL, INC.

(Name of Corporation)

APPROVED
By PD Eur
Date 9-3-76
Amount 25.00

The undersigned, a majority of whom are citizens of the United States,
desiring to form a corporation, not for profit, under Sections 1702.01 et seq.,
Revised Code of Ohio, do hereby certify:

FIRST. The name of said corporation shall be DEVELOPING
POTENTIAL, INC.

SECOND. The place in Ohio where the principal office of the
corporation is to be located is 4250 Shields Road, Canfield, Ohio
44406, Mahoning County

THIRD. The purpose or purposes for which said corporation is
formed are:

- (1) To establish, maintain, operate, promote and conduct educational services and further to assist enrollees to acquire information and skills necessary for full personal and educational development.
- (2) Further to do any and all acts which may be desirable for the welfare, advantage and interest of program enrollees -- such services as curriculum, counselling, health, and all others normally associated with the education process, including but not limited to operation of a Day Care Center.
- (3) To apply for and obtain any or all available federal, state, municipal or charitable grants to carry out its authorized programs.
- (4) To acquire, own, hold, use, lease, mortgage, pledge, sell, convey or otherwise dispose of property, real or personal, tangible or intangible.

- (5) To borrow money and to issue, sell or pledge its obligations, and evidences of indebtedness, and to mortgage its property and franchises to secure payment thereof.

FOURTH. The following persons, not less than three, shall serve said corporation as trustees until first annual meeting or other meeting called to elect trustees.

Give Street and Post Office Address

Irene Marie Corcoran

4250 Shields Road, Canfield, Ohio 44406

Helen Elizabeth Engles

4250 Shields Road, Canfield, Ohio 44406

Violet Morano

4250 Shields Road, Canfield, Ohio 44406

IN WITNESS WHEREOF, We have hereunto subscribed our names,
this 1st day of September, 19 76.

Irene Marie Corcoran

Helen Elizabeth Engles

Violet Morano

APPOINTMENT OF PROCESS AGENT, ORIGINAL

The undersigned being at least a majority of the incorporators of
DEVELOPING POTENTIAL, INC., hereby appoint IRENE MARIE
CORCORAN, an individual having a business address in the county in which
DEVELOPING POTENTIAL, INC. has its principal office upon which
any process, notice or demand required or permitted by statute to be served upon
the corporation may be served. The complete address 4250 Shields Road,
Canfield, Mahoning County, Ohio 44406

DEVELOPING POTENTIAL, INC.

(Name of Corporation)

Irene Marie Corcoran

Helen Elizabeth Engler

Violet Moran

Canfield, Ohio

September 1, 1976

DEVELOPING POTENTIAL, INC.

To Whom It May Concern: I hereby accept appointment as agent of your corporation
upon whom process, tax notices of demands may be served.

By: Irene Marie Corcoran
Irene Marie Corcoran



TED W. BROWN
Secretary of State

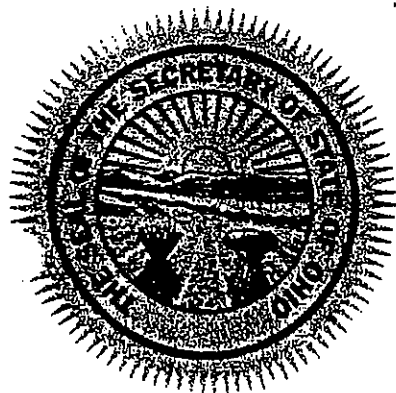
Certificate

486462

It is Hereby Certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARN of DEVELOPING POTENTIAL, INC.

United States of America
STATE OF OHIO
Office of the Secretary of State

Recorded on Roll E191 at Frame 1352 of the
Records of Incorporation and Miscellaneous Filings.



Witness my hand and the seal of the Secretary of State, at the City of
Columbus, Ohio, this 3RD day of SEPTEMBER, A. D. 1976

Ted W. Brown

TED W. BROWN
Secretary of State

Appendix 2

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

DEPARTMENT OF THE TREASURY

Date: MAR 14 2002

YOUNGSTOWN COMMUNITY SCHOOL INC
50 ESSEX ST
YOUNGSTOWN, OH 44502

Employer Identification Number:
34-1962469
DLN:
17053298031041
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 lose 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)

-2-

YOUNGSTOWN COMMUNITY SCHOOL INC

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.

Letter 947 (DO/CG)

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YOUNGSTOWN COMMUNITY SCHOOL INC

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.

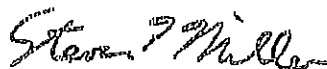
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

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

We have sent a copy of this letter to your representative as indicated in your power of attorney.

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

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

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.

Appendix 3

Board Members	Address	Contact Information	Term Starts
Mr. Philip Carlon Hill Barth & King	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	pcarlon@hbkcpa.com 330-758-8613	2017
Mrs. Karen Coleman	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	gizmochee@zoominternet.net 330-502-8509(c) 330-533-7135 (h)	2017
Mr. James Cooney	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	jcooney@zoominternet.net 330-758-2762 (h) 330-720-6808 (c)	2017
Mr. Joe Fleming	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	jfleming@fleminglease.com 330-757-9029	2017
Mr. Charles George, President CPA HAPCO Inc.	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	chuck@HAPCOinc.com 330-533-0668 (h) 330-314-4447 (c) 800-345-9353 (w) 330-677-8282 (f)	2017
Mr. Bob Hannon The United Way	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	bhannon@ymvunitedway.org 330-720-4285 (c) 330-746-8494 (w)	2017
Mr. Timothy J. Jacob, Esq Manchester, Newman & Bennett	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	tjacob@mnblawyers.com 330-743-1171	2017
Sister Patricia McNicholas	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	pmcnicholas@gmail.com 330-559-6316	2018
Mr. Edward Muransky The Muransky Companies	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	emuransky@muranskyco.com 330-629-8232 (w) 330-758-0797 (w) 330-518-2686 (c)	2017
Mrs. Ursula Perdue Community Busing	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	uperdue@com-bus.com 330-783-0242 (h) 330-743-9303 (f) 330-743-7726 x2011 (w)	2017
Mrs. Arisha Perry St. Elizabeth Health Center	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	atperry24@aol.com 330-788-8787 (h) 330-272-5606	2017
Mr. Karl Roach	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	kjones73@aol.com 330-783-2910 (h) 330-719-1622 (c)	2017
Ms. Patricia Scalzo	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	fredsvet@zoominternet.net 330-757-2161	2017
Sponsors-ODE Myesha Atley Office of School Sponsorship	25 South Front Street Mail Stop 304 Columbus, Ohio 43215	myesha.atley@education.ohio.gov 877-644-6338 (toll free) 614-995-0418 614-506-1392 (mobile)	
Youngstown Community School Gregory Dobrowolski Principal	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	gdobrowolski@ycs.k12.oh.us 330-746-2240 (w) 330-501-9965 (c) 330-746-6618 (f)	
Michelle Pitzulo Treasurer	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	mpitzulo@ycs.k12.oh.us 330-746-3735 (w) 330-746-6618 (f) 330-565-1010 (c) 330-953-0310(h)	
Rachael Smith Director	Youngstown Community School 50 Essex St. Youngstown, Ohio 44502	rsmith@ycs.k12.oh.us 330-746-2240 (w) 330-726-7512 (h) 330-746-6618 (f) 330-272-5715 (c)	

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YOUNGSTOWN COMMUNITY SCHOOL**

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bylaw

**BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL**

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DEFINITIONS

Whenever the following items are used in these bylaws, policies and administrative guidelines, they shall have the meaning set forth below:

Administrative Guideline

A statement, based on policy, usually written, which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

Agreement

A collectively negotiated contract with a recognized bargaining unit.

Apps and Web Services

Apps/web services are software (i.e., computer programs) that support the interaction of personal communication devices (as defined in Bylaw 0100, above) over a network, or client-server applications in which the user interface runs in a web browser. Apps/web services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps/web services also are used to facilitate communication to, from and among and between, staff, students, and parents.

Board

The Board of Education.

Bylaw

Rule of the Board for its own governance.

bylaw

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Classified Employee

An employee who provides support to the District's program and whose position does not require a professional license.

District

The School District.

Due Process

The safeguards to which a person is entitled in order to protect his/her rights.

Educational Service Center Superintendent

The Superintendent of Schools for the Mahoning County Educational Service Center Schools.

Full Board

Authorized number of voting members entitled to govern the District.

Information Resources

The Board defines Information Resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, web sites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting or retrieving electronic communications.

bylaw

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May

This word is used when an action by the Board or its designee is permitted but not required.

Meeting

Any prearranged discussion of the Board's public business by a majority of Board members.

Parent

The natural, adoptive, or surrogate parents or the party designated by the courts as the legal guardian or custodian of a student. Both parents will be considered to have equal rights unless a court of law decrees otherwise. When a student is the subject of a power of attorney or caretaker authorization affidavit executed by the student's grandparent(s), the term parents shall also refer to the grandparent designated as the attorney-in-fact under the power of attorney or the grandparent who executed the affidavit.

Although the grandparent is authorized to provide consent in all school related matters and to obtain from the school district educational and behavioral information about the student, the power of attorney does not preclude the parent, guardian or custodian of the child from having access to all school records pertinent to the child.

R.C. 3313.64, 3109.52, 3109.65

Personal Communication Devices

Personal communication devices ("PCDs") include computers, laptops, tablets, e-readers, cellular/mobile phones, smart phones, and/or other web-enabled devices of any type.

bylaw

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Policy

A general, written statement by the governing board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

President

The chief executive officer of the Board. (See Bylaw 0170)

Principal

The educational leader and head administrator of one (1) or more District schools. In policy and administrative guidelines, implies delegation of designated responsibilities to appropriate members of his/her staff.

Professional Staff Member

An employee who implements or supervises one (1) or more aspects of the District's program and whose position requires a professional credential from the Division of Teacher Education and Licensing.

Relative

The mother, father, sister, brother, spouse, parent of spouse, child, grandparents, grandchild, or dependent in the immediate household.

Secretary

The chief clerk of the Board of Education. (See Bylaw 0170)

Shall

This word is used when an action by the Board or its designee is required. (The word "will" or "must" signifies a required action.)

bylaw

**BOARD OF EDUCATION
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Student

A person who is officially enrolled in a school or program of the District

Superintendent

The chief executive officer of the School District. In policy, implies delegation of responsibilities to appropriate staff members.

Technology Resources

The Board defines Technology Resources to include computers, laptops, tablets, e-readers, cellular/mobile telephones, smart phones, web-enabled devices, video and/or audio recording equipment, SLR and DSLR cameras, projectors, software and operating systems that work on any device, copy machines, printers and scanners, information storage devices (including mobile/portable storage devices such as external hard drives, CDs/DVDs, USB thumb drives and memory chips), the computer network, Internet connection, and online educational services and apps.

Treasurer

The chief financial officer of the District. (See Bylaw 0170)

Vice-President

The Vice-President of the Board of Education. (See Bylaw 0170)

Voting

A vote at a meeting of the Board of Education. The law requires that Board members must be physically present in order to have their vote officially recorded in the Board minutes. R.C 3313.18, 3313.20

bylaw

**BOARD OF EDUCATION
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Citations to Ohio Statute are noted as R.C. (Revised Code). Citations to Rules of the State Board of Education are noted as A.C. (Administrative Code). Citations to the Federal Register are noted as FR, to the Code of Federal Regulations as CFR, and to the United States Code as U.S.C.

Revised 3/06
Revised 11/10/16

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**BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL**

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IDENTIFICATION

0111

Name

The Board of Education of this District shall be known officially as the Youngstown Community School.

R.C. 3311.01

POWERS AND ETHICS

0121 **Authority**

The supervision of the public schools of this District shall be conducted by the Board of Education, hereinafter sometimes referred to as the "Board", which is constituted and governed by Code Title 33 of the Revised Code of the State of Ohio.

0122 **Board Powers**

The Board of Education shall be a body politic and corporate, and, as such, capable of suing and being sued; contracting and being contracted with; acquiring, holding, possessing, and disposing of real and personal property; taking and holding in trust for the use and benefit of the District, any grant or devise of land and any donation or bequest of money or other personal property. R.C. 3313.17

The power of this Board consists of those matters expressly granted by statute and to those matters which may be necessarily implied from such powers specifically delegated as being necessary to carry them out.

0122.1 **Member Powers**

Board members as individuals do not separately possess the powers that reside in the Board of Education, but no Board member shall be denied facts or materials required for the proper performance of his/her duties to which s/he is legally entitled.

If in the opinion of the Superintendent a Board member's request(s) for facts and information is administratively unreasonable, s/he may withhold said facts or material until a ruling is made by the Board.

Revised 7/13/00

0122.2 **Political Subdivision**

The Youngstown Community School shall comply with the definitions of the Ohio Revised Code 3314.03A/11/d.

0123

Code of Ethics/Code of Conduct

The Board of Education believes quality public education and good Board service should be conducted in an ethical manner with traditional principles such as honesty, trust, fairness, and integrity. Each Board member should conform his/her conduct to Ohio law, the code of ethics recommended by the Ohio School Boards Association and the code of conduct set forth below as adopted from the National School Boards Association publication Becoming a Better Board Member.

While serving as a member of the Board of Education, each member is expected to agree to abide by the following code of ethics promulgated by the Ohio School Boards Association:

- A. remember that my first and greatest concern must be the educational welfare of all students attending Youngstown Community School;
- B. obey the laws of Ohio and the United States;
- C. respect the confidentiality of privileged information;
- D. recognize that as an individual Board member I have no authority to speak or act for the Board;
- E. work with other members to establish effective Board policies;
- F. delegate authority for the administration of the school to its principal;
- G. encourage ongoing communications among Board members, the Board, students, staff, and the community;
- H. render all decisions based on the available facts and my independent judgment rather than succumbing to the influence of individuals or special interest groups;
- I. make every effort to attend all Board meetings;
- J. become informed concerning the issues to be considered at each meeting;

- K. improve my boardmanship by studying educational issues and by participating in in-service programs;
- L. support the employment of staff members based on qualifications and not as a result of influence;
- M. cooperate with other Board members and administrators to establish a system of regular and impartial evaluations of all staff;
- N. avoid conflicts of interest or the appearance thereof;
- O. refrain from using my Board position for benefit of myself, family members, or business associates;
- P. express my personal opinions but, once the Board has acted, accept the will of the majority.

In addition, the Board of Education believes that each member should agree to work cooperatively and effectively with others and conform his/her behavior to the following code of conduct by collectively and individually agreeing to:

- A. abide by the code of ethics promulgated by the Ohio School Boards Association;
- B. act as an advocate for the Schools and for children;
- C. set high expectations for the work of the Board;
- D. keep the Board's primary focus on the best interests of students;
- E. strive sincerely to build better relationships with one another and the Superintendent;
- F. set clear goals for the Superintendent;
- G. support the Superintendent and help him/her to be as effective as possible;

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- H. prepare carefully before each meeting so that when each Board member has the floor, s/he can make comments that are concise, organized, and clear;
- I. vote his/her individual convictions based on the available facts and his/her independent judgment and refrain from surrendering his/her judgment to particular individuals or groups;
- J. devote sufficient time, thought, and study to proposed actions;
- K. become well versed in parliamentary procedure;
- L. listen carefully and with courtesy when other people have the floor and are speaking during Board meetings;
- M. refuse to become involved with micromanagement;
- N. emphasize planning, policymaking, and public relations rather than becoming involved in management of the schools;
- O. establish clear goals for the District and ensure that the community is aware of these goals;
- P. keep abreast of current educational issues within the District, throughout the State, and across the nation;
- Q. establish fair and equitable terms and conditions of employment and evaluation of all staff; and
- R. select sound instructional strategies and materials and submit them to regular and impartial evaluations.

Revised 7/13/00
Revised 3/06

bylaw

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FUNCTIONS

0131

Legislative

The Board of Education shall make such rules and regulations as are necessary for its governance and the governance of its employees and students of its grounds or premises by adopting bylaws and policies for the organization and operation of this Board and this School District. R.C. 3313.20

Bylaws shall be adopted, amended, repealed, or suspended by an affirmative vote of five (5) members. Policies shall be adopted, amended, or repealed by an affirmative vote of five (5) members.

The adoption, modification, repeal, or suspension of a Board bylaw or policy shall be recorded in the minutes of the Board. All bylaws and policies shall be printed in the Board policy manual. Any policy or part of a policy that is superseded by a term in a negotiated agreement shall no longer be in force and effect as a policy.

The Board may adopt, amend, or repeal rules of order for its own operation by simple resolution of the Board passed by a majority of those present and voting.

0131.1

Technical Corrections

Periodically it may be deemed necessary to make technical corrections to policies that have already been adopted through normal procedures. These technical corrections may include consolidation of sections, transfer of sections, combining or dividing sections, renumbering subsections, sections, chapters and titles, corrections or additions for grammatical or typographical errors, and/or alterations and omissions not affecting the constructions or meaning of those sections, subsections, chapters, titles, or policies as a whole.

Should the Board of Education choose to make such technical corrections, it may be accomplished by resolution as part of the consent agenda without going through the normal policy adoption procedure.

Adopted 5/22/14

bylaw

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0132

Executive

The Board shall exercise its executive power by the appointment of a Superintendent of Schools, hereinafter referred to as "Superintendent", for a term not longer than five (5) years. R.C. 3319.01

The Superintendent shall enforce the statutes of Ohio, rules of the State Board, and the policies of this Board. R.C. 3319.01

The Superintendent shall prepare guidelines for the administration of the District which are not inconsistent with statutes, regulations of the State Board, or the policies of this Board. (See Policy 1230.01)

Such administrative guidelines shall be binding on the employees and the students of this District when issued.

The Superintendent shall be delegated the authority to take necessary action in circumstances not provided for in Board policy, provided that such action shall be reported to the Board at the next meeting following such action.

MEMBERSHIP

0141 Number

The Board of Education shall consist of seven (7) members elected at large.

0141.2 Conflict of Interest

A Board member shall not have any direct pecuniary interest in a contract with the District; nor shall s/he furnish directly any labor, equipment, or supplies to the District; nor shall s/he be employed by the Board in any capacity for compensation.

In the event a Board member is employed by a corporation or business which furnishes goods or services to the School District, the Board member shall declare his/her association with the organization and refrain from debating or voting upon the question of the contract. It is not the intent of this policy to prevent the District from contracting with corporations or businesses because a Board member is an employee of the firm. The policy is designed to prevent placing a Board member in a position where his/her interest in the public schools and his/her interest in his/her place of employment might conflict and to avoid appearances of conflict of interest even though such conflict may not exist.

The law specifically forbids:

- A. the prosecuting attorney or city attorney from serving on the Board of Education;
- B. a Board member from serving as the school dentist, physician, or nurse;
- C. a Board member from being employed for compensation by the Board;

bylaw

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- D. a Board member from having, directly or indirectly, any pecuniary interest in any contract with the Board;
- E. a Board member from accepting a reward, gift, or reduction in price for favoring, recommending, or advocating the introduction, adoption, or use in the school of a textbook, map, chart, or any other school supply;
- F. a Board member, for a period of one (1) year after leaving office, from accepting employment with the Board where such employment was authorized by the Board while s/he was a member thereof;
- G. a Board member from soliciting or using the authority or influence of his/her office to secure employment with the Board;
- H. a Board member from voting, deliberating, participating in discussions, or otherwise using the authority or influence of his/her office to create a position with the School District or to set the compensation for such position where s/he is considering, or is being considered for, employment in that position;
- I. a Board member from having interest in the contract for the purchase of property, supplies, or fire insurance by any county, township, municipal corporation, board of education, or public institution anywhere in the State of Ohio, if such contract exceeds \$150 unless the contract is let by competitive bidding;
- J. a Board member from voting on a contract with that person as a teacher or instructor if s/he is related to that person as father, mother, brother, or sister.

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Nothing herein shall prevent a Board member who attends a conference held by an association of public officials and employees from accepting a meal, or attending a reception or open house, the cost of which is financed by a private party so long as the meal, reception, or open house is: (1) of an ordinary, routine character; (2) at an educational or informational event; and (3) open to all of the public officials and employees attending the event. See Ohio Ethics Commission Advisory Opinion No. 2002-02 (6/13/2002). A Board member is prohibited from improperly using his/her position to secure the donation of the cost of a meal, reception, or open house at a conference of an association of public officials and employees to which s/he or his/her Board belongs, while the Board member is simultaneously engaged in governmental business or regulatory activity directly affecting the related interests of the person solicited.

A Board member whose spouse is an employee in the District may not vote, authorize, or use the influence of his/her office to secure approval of an employment contract with his/her spouse. Neither may s/he vote, deliberate, discuss, or otherwise attempt to influence a collectively-bargained, negotiated agreement affecting his/her spouse if the spouse is an officer, executive committee member, or member of the negotiating team or committee of the employee organization or if the agreement includes provisions for health insurance under which said Board member is covered as a benefit of the spouse's employment.

R.C. 102.03(D)(E)(F), 2921.42(A)(3), 2921.44(D-F),
R.C. 2921.02, 3313.13, 3313.33, 3313.70, 3319.21

Revised 3/03
Revised 5/08

0144

Term

The term of each Board member shall be three (3) years and shall commence on the first day of July following the member's appointment.

Revised 7/13/00
Revised 3/06

0145

Filling a Board Vacancy

A vacancy occurs on the Board when one (1) of the following events occurs:

- A. death
- B. nonresidence
- C. resignation
- D. failure of the person elected or appointed to qualify as an elector residence within the District within ten (10) days after the organization of the Board or of the appointment or election
- E. failure of the person elected or appointed to qualify due to acceptance of duties incompatible with those of a Board member
- F. removal from the District
- G. absence from meetings of the Board for a period of ninety (90) days, if the absence is caused by reasons declared insufficient by a two-thirds (2/3's) vote of the remaining members of the Board and this vote was taken and entered into the record of the Board not less than thirty (30) days after the absence
- H. removal from office

Whenever a vacancy occurs, the Board shall fill the vacancy at its next regular or special meeting but not earlier than ten (10) days after the vacancy occurs.

The Board shall take the following steps to fill the vacancy:

- A. The Board shall seek qualified and interested candidates from the community through word of mouth and contacts with appropriate organizations.
- B. All applicants are to submit a notice of their interest, in writing, to the Board President.

Appointment by the Board to fill a vacancy shall be by majority vote of the remaining members of the Board.

The newly-appointed Board member selected to fill a vacancy shall serve the shorter period until completion of the unexpired term.

R.C. 3.07, 3313.11, 3313.85

Revised 7/13/00

Revised 3/06

0146

Resignation or Removal

The removal of a member who resigns shall become effective upon the presentation of the resignation to the Board duly convened or upon the effective date specified in the resignation, whichever is later.

Any member who fails to attend at least four (4) meetings within a year (July 1st-June 30th) shall no longer be a member and his/her office shall be vacant.

A member may be removed for misconduct in office in accordance with the law. R.C. 3.07 et seq.

Revised 7/13/00

0147

Compensation

Board members shall not receive compensation for their services.
R.C. 3313.12

Expenses of a Board member incurred in the performance of his/her duties and expenses of a member-elect in training and orientation will be paid from the Board Service Fund, provided that each such member submits a written statement his/her expenses for approval by the Board at its next regular meeting. R.C. 3315.15

A Board member may request coverage for himself/herself and/or family in the District's group health care plan. The Board member must pay all premiums for the coverage and must exercise this option in writing, announced at a regular meeting and recorded in the minutes. This does not constitute "pecuniary interest" in any contract. R.C. 3313.12, 3313.202.

Within thirty (30) day after a Board member initially takes office, s/he must elect whether to become a member of the School Employees Retirement System ("SERS") in accordance with R.C. 3309.012 and A.C. 3309-1. The election shall be irrevocable while the Board member continuously holds office. If the Board member does not elect membership in the SERS, s/he shall forever be barred from claiming or purchasing membership rights or credit for the particular period of holding office for which the election and notice was required.

The Board member shall notify the Treasurer whether or not s/he wishes to participate. If the Board member elects membership in the SERS, the Treasurer shall file proper notice of the person's election with the SERS Board. Any Board member failing to make a selection shall be considered to have elected not to become a member of the SERS for the particular period for which election was required.

The following guidelines have been established by the Board of Education to facilitate appropriate and proper reimbursement of expenses for Board members. Such expenses will be paid from the Board Service Fund. However, under no circumstances will Board members be reimbursed for the purchase of alcoholic beverages.

- A. Expenses will be reimbursed only for activities authorized by the Board.
- B. Reimbursement for mileage, only to attend conferences, will not exceed the current rate permitted by law.
- C. Attendance at Board-approved conferences should be at the location closest to the District.
- D. When attending a Board-approved conference, all fees, parking, mileage, meals, and housing can be submitted for approval.
- E. No entertainment expenses are reimbursable.
- F. A voucher detailing the amount and nature of each expense must be submitted to the Superintendent/Treasurer/Board for approval within thirty (30) days after the expenses have been incurred.

Revised 3/03
Revised 7/8/04
Revised 1/14/10

0149

Access to Records

Individual members of the Board do not possess the powers that reside in the Board of Education.

Access to District personnel records shall be subject to the Board policy and State statute.

Information obtained from employee personnel records by members of the Board shall be used only for the purpose of aiding the members to fulfill their legal responsibilities in making decisions on such matters as appointments, assignments, promotions, demotions, remuneration, discipline and dismissal, or to aid the development and implementation of personnel policies, or for such other uses as are necessary to enable the Board to carry out its legal responsibilities.

0149.1

Public Expressions of Members

The Board President functions as the official spokesperson for the Board.

ORGANIZATION

0151 Organizational Meeting

The Board of Education shall organize annually at a meeting held during the first fifteen (15) days of January, on a date set by the Treasurer no later than December 31st of the previous year. The Board shall appoint a President Pro Tem for the organizational meeting. R.C. 3313.14

0152 Officers

The organizational meeting shall be called to order by the President Pro Tem who shall act as presiding officer.

The Board shall then proceed to the election of a President who may then take the chair and a Vice-President.

Elections of officers shall be by roll-call majority vote of members physically present taken by the Treasurer.

Where no such majority exists on the first vote, a second vote shall be cast for the two (2) candidates who receive the greatest number of votes.

- A. Officers shall serve for one (1) year and until their respective successors are elected and shall qualify. R.C. 3313.14
- B. In the event that the office of President, the Vice-President shall succeed the President and the position of Vice-President shall be filled in the same manner as the election conducted at the organizational meeting.

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0153 **Appointees**

At the organizational (September) meeting, the Board shall appoint:

- A. a general legal advisor.
- B. a designee to attend public record access training required for Board members for each term of office (R.C. 109.43).

Adopted 3/06
Revised 5/08

0154 **Motions**

The Board shall, at the organizational meeting in September:

- A. adopt the budget for the next succeeding fiscal year; (R.C. 5705.28)
- B. designate a newspaper(s) published in the District as the official newspaper(s), for the publication of those notices required by law to be made in a newspaper, and if there is no such newspaper, one which is published in the county or State and circulates in the District; R.C. 7.12
- C. designate a day, place, and time for regular meetings which shall be held at least once every two (2) months; R.C. 3313.15
- D. establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings and the time, place, and purpose of all special meetings; (R.C. 121.22(F))
- E. adopt existing bylaws and policies for its own operation and the operation of the school system; (See 0131 of these bylaws)
- F. establish a Service Fund for the payment of expenses actually incurred by Board members in the performance of their duties or members-elect in training and orientation to the performance of their duties. (R.C. 3315.15)

Revised 3/06

0155

Committees

Committees of Board members shall, when specifically charged to do so by the Board, conduct studies, make recommendations to the Board, and act in an advisory capacity, but shall not take action on behalf of the Board. Whenever a majority of a committee and/or sub-committee meets for any pre-arranged discussion of public business of that committee or sub-committee, it shall abide by the Sunshine Law (R.C. 121.22). The law requires that the committee or sub-committee give public notice of each meeting as well as prepare, file, and maintain minutes of the proceedings. Such minutes shall also be available for inspection by the public. A committee may meet in executive session in accordance with the provisions of Bylaw 0166 - Executive Session.

Ad hoc committees may be created and charged at any time by the President or a majority of the members present at any meeting at which the need for a committee becomes evident or the Superintendent with the approval of the Board.

Members of ad hoc committees shall serve until the committee is discharged.

R.C. 3313.16

Revised 3/06

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MEETINGS

0161 **Parliamentary Authority**

The parliamentary authority governing the Board of Education shall be the most recent edition of Robert's Rules of Order, Newly Revised, in all cases in which it is not inconsistent with statute, administrative code, or these bylaws.

Revised 3/06

0162 **Quorum**

Four (4) members present in person at a meeting shall constitute a quorum, and no business shall be conducted in the absence of a quorum. R.C. 3313.18

Revised 3/06

0163 **Presiding Officer**

The President shall preside at all meetings of the Board. In the absence, disability, or disqualification of the President, the Vice-President shall act instead; if neither person is available, any member shall be designated by a plurality of those present to preside. The act of any person so designated shall be legal and binding.

0164 **Notice of Meetings**

- A. A schedule of the time and place of all regular meeting(s) shall be posted at the District office.

The notice shall also contain the following statement: "Upon request to the Superintendent, the District shall make reasonable accommodation for a disabled person to be able to participate in this activity."

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- B. Notice of the time, place, and purpose of each special meeting shall be given to the news media twenty-four (24) hours in advance of the meeting, except that when an emergency requires the immediate official action of the Board, the member(s) calling the meeting shall immediately notify the media requesting such notice of the time, place, and purpose of the meeting. R.C. 121.22
- C. Notice of meetings at which the specific type of public business is to be discussed shall be sent to all persons requesting such notice.
- D. The Treasurer shall notify all Board members of each Board meeting in advance of the meeting. Such notice shall include the time, place, and purpose of the meeting.

R.C. 3313.16

0165.1

Regular Meetings

Regular meetings of the Board shall be public and held at least once every two (2) months. R.C. 121.22, 3313.15

- A. It shall be the responsibility of the Superintendent, in cooperation with the Board President, to prepare an agenda of the items of business to come before the Board at each regular meeting.
- B. The agenda of the regular bi-monthly meeting or special meetings shall be accompanied by a report from the Superintendent on information relating to the District with such recommendations as s/he shall make.

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C. The agenda for each regular meeting shall be mailed or delivered to each Board member so as to provide proper time for the member to study the agenda. Generally, the agenda should be mailed no later than three (3) days prior to the meeting, or delivered so as to provide time for the study of the agenda by the member. The agenda for a special meeting shall be delivered at least twenty-four (24) hours before the meeting, consistent with provisions calling for special meetings.

D. The Board shall transact business according to the agenda prepared by the Superintendent and submitted to all Board members in advance of the meeting. The order of business may be altered and items added at any meeting by a majority vote of the members present.

E. Consent Agenda

The Board shall use a consent agenda to keep routine matters within a reasonable time frame.

The following routine business items may be included in a single resolution for consideration by the Board:

1. minutes of prior meetings
2. bills for payment
3. hiring of personnel
4. resolutions that require annual adoption, such as bank signatories, Ohio High School Athletic Association membership, etc.
5. resignations and leaves

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A member of the Board may request any item be removed from the consent resolution and defer it for a specific action and more discussion. No vote of the Board will be required to remove an item from the consent agenda. A single member's request shall cause it to be relocated as an action item eligible for discussion. Any item on the consent agenda may be removed and discussed as a nonaction item or be deferred for further study and discussion at a subsequent Board meeting if the Superintendent or any Board member thinks the item requires further discussion.

0165.2 **Special Meetings**

Special meetings of the Board shall be public. R.C. 121.22

- A. Special meetings shall be called by the President or the Treasurer or by two (2) members of the Board by serving a written notice of the time, place, and purpose of such meeting upon each Board member at least two (2) days in advance of the meeting. R.C. 3313.26
- B. The agenda as presented shall be followed unless altered by the presiding officer or a majority of those present and voting.

0165.3 **Recess**

The Board may at any time recess or adjourn to an adjourned meeting at a specified date and place. The adjourned meeting shall take up its business at the point in the agenda where the motion to adjourn was acted upon.

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0166

Executive Session

The Board and its committees and subcommittees reserve the right to meet privately in executive session solely to discuss one (1) or more of the following issues that are exempted from public sessions:

- A. consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official
- B. investigation of charges or complaints against a public employee, official, licensee, or student unless such employee, official, licensee or student requests a public meeting; except that consideration of the discipline of a Board member for conduct related to the performance of his/her duties or his/her removal from office shall not be held in executive session
- C. consideration of the purchase of property for public purposes, or sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest
- D. discussion, with the Board's legal counsel, of disputes involving the Board that are the subject of pending or imminent court action
- E. preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of employment
- F. matters required to be confidential by Federal law or regulations or State statutes
- G. specialized details of security arrangements and emergency response protocols where disclosure might reveal information that could jeopardize the District's security

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- H. consideration of confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:
1. the information is directly related to a request for economic development assistance that is to be provided or administered under one of the statutes referenced in R.C. 121.22(G)(8)(1), or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project, and
 2. an unanimous quorum of the Board or its subcommittee determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project

No official action may be taken in executive session. R.C. 121.22

Collective bargaining meetings between employers and employee organizations are private and not subject to R.C. 121.22. R.C. 4117.21

An executive session will be held only at a regular or special meeting. After the meeting is convened, any member may make a motion for an executive session, and must state the purpose or purposes of the session by citing one (1) or more of the reasons set forth above. If the session is to discuss a personnel matter listed in paragraph A above, the particular subject for which the session has been called must be identified in the motion. The motion does not need to name the person. Upon receiving a second to the motion and a majority roll-call vote of those present and voting, the chairperson shall declare the Board in executive session.

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In keeping with the confidential nature of executive sessions, no member of the Board, committee or subcommittee shall disclose the content of discussions that take place during such sessions.

All members of the Board, committee or subcommittee are entitled to attend executive sessions. The Board, committee or subcommittee may invite any other person to attend an executive session.

Revised 3/06
Revised 5/22/14

0167

Voting

All motions shall require for adoption a majority vote of those present and voting, except as provided by statute, these bylaws, or parliamentary authority. (See listing of exceptions below.) Upon the demand of any member of the Board, the vote shall be recorded by roll call.

Pursuant to R.C. 121.22, a motion to go into executive session requires a majority vote of a quorum and must be adopted by roll call vote.

In situations in which a specific number of affirmative votes are required and abstentions have been recorded, the motion shall fail if the specified number of affirmative votes have not been cast. In situations in which a tie vote occurs and abstentions have been recorded, the motion shall fail for lack of a majority.

All actions requiring a vote can be conducted by voice vote or show of hands, unless a roll-call vote is requested or required. A Board member must be physically present at the meeting to vote. Each vote and abstention shall be recorded. Proxy voting is prohibited. R.C. 3313.18

bylaw

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Statutory Exceptions:

<u>Item</u>	<u>Number Needed</u>	<u>R.C. Reference</u>
Administrator; employment when Superintendent nominates	Majority of Full Board	3313.18 3319.02
Administrator; reemployment when Superintendent refuses to appoint	3/4 of Full Board	3319.02
Board Member; declaration that reasons for a member's absence for ninety (90) days are insufficient to continue membership	2/3 of remaining Board members	3313.11
Board Member; filling a vacant Board seat	Majority of remaining Board Members	3313.11
Bonds; declaring necessity to issue	Majority of Full Board	133.01(U) 133.18
Competitive Bid; waive due to item being available only from a single source	2/3 of Full Board	3313.46(B)(2)
Competitive Bid; waive due to project involving an energy conservation measure	2/3 of Full Board	3313.46(B)(3)
Employee; employment of any employee	Majority of Full Board	3313.18

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<u>Item</u>	<u>Number Needed</u>	<u>R.C. Reference</u>
Expulsion of Student; affirm, reverse, vacate or modify (or reinstate student)	Majority of Full Board	3313.66(E)
Fact-Finding; Rejection of findings and recommendation of fact-finder under statutory impasse procedure	3/5 of Full Board	4117.14(c)(6)
Officer; election or appointment of	Majority of Full Board	3313.18
Payment of debt or claim	Majority of Full Board	3313.18
Purchase of real or personal property	Majority of Full Board	3313.18
Sale of real or personal property	Majority of Full Board	3313.18
Superintendent Pro Tempore; appointment when Superintendent is incapacitated in such a manner that s/he is unable to perform duties	Majority of Full Board	3319.011
Superintendent Pro Tempore; determination that incapacity of Superintendent is removed	Majority of Full Board	3319.011
Superintendent Pro Tempore; removal for cause	2/3 of Full Board	3319.011

bylaw

BOARD OF EDUCATION YOUNGSTOWN COMMUNITY SCHOOL

BYLAWS
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<u>Item</u>	<u>Number Needed</u>	<u>R.C. Reference</u>
Suspension of Student; affirm, reverse, vacate or modify (or reinstate a student)	Majority of Full Board	3313.66(E)
Tax; Levying tax in excess of 10-mill limitation (not an emergency)	2/3 of Full Board	5705.21
Teachers, Continuing Contract; rejection of Superintendent's recommendation for reemployment of teacher eligible for continuing contract	3/4 of Full Board	3319.11(B)(1)
Teacher, Extended Limited Contract; Rejection of Superintendent's recommendation for Extended Limited Contract when Board rejected continuing contract	3/4 of Full Board	3319.11(C)(3)
Teacher; Employment when Superintendent appoints	Majority of Full Board	3313.18
Teacher; Reemployment when Superintendent refuses to appoint	3/4 of Full Board	3319.07
Textbook; Adoption of	Majority of Full Board	3313.18 and 3329.08
Transfer of Funds; (authorized by 5705.15); Resolution declaring necessity of	Majority of Full Board	5705.16

bylaw

BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL

BYLAWS
0160/page 11 of 16

<u>Item</u>	<u>Number Needed</u>	<u>R.C. Reference</u>
Transfer of Funds(as specified in 5705.14)	2/3 of Full Board	5705.14
Treasurer Pro Tempore; appointment when Treasurer is incapacitated in such a manner that s/he is unable to perform duties	Majority of Full Board	3313.23
Treasurer Pro Tempore; determination that incapacity of Treasurer is removed	Majority of Full Board	3313.23
Treasurer Pro Tempore; removal for cause	2/3 of Full Board	3313.23
2/3 = 4 MEMBERS OF A FIVE – PERSON BOARD 2/3 = 5 MEMBERS OF A SEVEN – PERSON BOARD		
3/4 = 4 MEMBERS OF A FIVE – PERSON BOARD 3/4 = 6 MEMBERS OF A SEVEN – PERSON BOARD		
3/5 = 3 MEMBERS OF A FIVE – PERSON BOARD 3/5 = 5 MEMBERS OF A SEVEN – PERSON BOARD		
Revised 1/14/10 Revised 1/13/11 Revised 7/28/11		

bylaw

**BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL**

BYLAWS
0160/page 12 of 16

0167.1 **Use of Electronic Mail**

Since E-mail and Text Messages are forms of communication that could conflict with the Sunshine Law, they will be used to conduct business of the Board only for the purposes of communicating:

- A. messages between Board members or between a Board member and employee(s) which do not involve deliberating or rendering a decision on matters pending before the Board;
- B. possible agenda items between the Superintendent and the Board President;
- C. times, dates, and places of regular or special Board meetings;
- D. a Board meeting agenda or public record information concerning items on the agenda;
- E. requests for public record information from a member of the administration, school staff, or community pertaining to District operations;
- F. responses to questions posed by members of the public, administrators, or school staff.

Under no circumstances shall Board members use E-mail or Text Messages to discuss among themselves Board business that is only to be discussed in an open meeting of the Board, is part of an executive session, or could be considered an invasion of privacy if the message were to be monitored by another party.

There should be no expectation of privacy for any messages sent by E-mail. Messages that have been deleted may still be accessible on the hard drive, if the space has not been occupied by other messages. Messages, deleted or otherwise, may be subject to disclosure under the Public Records Act, unless an exemption would apply.

Revised 11/10/16

bylaw

**BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL**

BYLAWS
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0168 **Minutes**

The Treasurer shall keep reasonably comprehensive minutes of all its meetings showing the time and place, the members present, the subjects considered, a summary of the deliberations sufficient enough for the public to understand the basis for the Board's actions, the actions taken, the vote of each member on roll-call votes, and any other information required to be shown in the minutes by law, which shall be available to the public. R.C. 121.22, 149.43, 3313.26) Minutes of executive sessions shall reflect the general subject matter of discussions. R.C. 121.22

The Treasurer shall provide each Board member with a copy of the minutes of the last meeting no later than thirteen (13) days before the next regular meeting.

The minutes of Board meetings shall be considered at the next succeeding meeting where they shall be read (unless waived by law), corrected, and approved. The approved minutes shall be signed by the Treasurer and the President.

The approved minutes shall be filed in the Treasurer's office in a prescribed minute book as a permanent record of official Board proceedings.

R.C. 149.43, 3313.26

Revised 4/03

0169.1 **Public Participation at Board Meetings**

The Board of Education recognizes the value to school governance of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest.

bylaw

**BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL**

BYLAWS
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The Board is also committed to conducting its meetings in a productive and efficient manner that assures that the regular agenda of the Board is completed in a reasonable period of time, honors the voluntary nature of the Board's time and using that time efficiently, and allows for a fair and adequate opportunity for input to be considered. Consequently, public participation at Board meetings will be governed by the following principles:

- A. Any person or group wishing to place an item on the agenda shall register their intent with the Superintendent no later than five (5) days prior to the meeting and include name and address of the participant; group affiliation, if and when appropriate; and/or topic to be addressed.

Such requests shall be subject to the approval of the Superintendent and the Board President.

- B. In order to permit the fair and orderly expression of such comment, the Board shall provide a period for public participation at every regular meeting of the Board and publish rules to govern such participation in Board meetings.

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted as indicated on the order of business and/or at the discretion of the presiding officer.
- B. Anyone having a legitimate interest in the actions of the Board may participate during the public portion of a meeting.

bylaw

**BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL**

BYLAWS
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- C. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.
- D. Each statement made by a participant shall be limited to three (3) minutes duration, unless extended by the presiding officer.
- E. No participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.
- F. All statements shall be directed to the presiding officer; no person may address or question Board members individually.
- G. The presiding officer may:
 - 1. prohibit public comments that are frivolous, repetitive, and/or harassing;
 - 2. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, off-topic, antagonistic, obscene, or irrelevant;
 - 3. request any individual to leave the meeting when that person does not observe reasonable decorum;
 - 4. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;

bylaw

**BOARD OF EDUCATION
YOUNGSTOWN COMMUNITY SCHOOL**

BYLAWS
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- H. The portion of the meeting during which the participation of the public is invited shall be limited to thirty minutes (30) minutes at the end of the meeting, unless extended by a vote of the Board.

R.C. 3313.20

Revised 4/03
Revised 1/13/11

0169.2

Open Meetings/Sunshine Law

The Sunshine Law applies to the Board, and to any committee or subcommittee created by the Board or required by law or rule.

A "meeting" to which the Sunshine Law applies is any prearranged discussion of the public business of the Board, committee or subcommittee by a majority of its members, including, but not limited to, regular and special meetings, work sessions, retreats, planning meetings, and study groups. A series of prearranged meetings attended by a minority of the Board to discuss the public business, without giving proper notice, is a violation of the Sunshine Law. A majority of members may gather at social or other events, but may not discuss public business. The Sunshine Law prohibits any private prearranged discussion of public business by a majority of Board members regardless of whether the discussion occurs face to face, telephonically, by video conference, or electronically by e-mail, text messages, tweet, or other forms of communication.

Adopted 3/06
Revised 11/10/16

DUTIES

0171 **Review of Policy**

The Board will evaluate how policies have been implemented and their general effectiveness. It will rely on the school staff, students, and community to provide evidence of the effect of the policies it has adopted.

The Superintendent shall continually call to the Board's attention all policies that need revision.

The Board directs the Superintendent to recall all policy and regulations manuals periodically for purposes of administrative updating and Board review.

The Superintendent is further directed to identify and undertake the correction of technical or formatting errors found in the policy and regulations manuals. Such correction shall be limited to non-substantive matters that do not affect the intent, meaning and/or operation of the policy or regulation. Upon completion of the technical and formatting corrections, the Superintendent shall provide a brief summary of the corrections to the Board for review. Should the Board determine that a correction is substantive in nature, it must take formal action to adopt the amendments to the policy or regulation. It is hereby determined that legal references or citations contained in Board policies are of a non-substantive nature such that they may be updated and/or corrected by the Superintendent as appropriate, and in a manner consistent with this paragraph.

R.C. 3302.01 - .08

Revised 7/8/04

0171.1 **Review of Policy - Educational Resources**

It will be the policy of the Board to review its policies and procedures on educational resources on a continuing basis in order to keep them up-to-date.

Revised 3/06

0171.2 Review of Policy - Philosophy and Goals

It will be the policy of the Board to review its policies on the philosophy of education, educational goals, curriculum and instruction, participation of disabled students, and educational options on a continuing basis in order to keep them up-to-date.

Revised 3/06

0171.3 Review of Policy - Community Relations

It will be the policy of the Board to review its policies on planned community relations on a continuing basis in order to keep them up-to-date.

Revised 3/06

0175.1 School Board Conferences, Conventions, and Workshops

The Board recognizes the value of membership and attendance at conferences and meetings at the local, County, and State, level.

Attendance at local, County, and State workshops and conferences is encouraged.

Adopted 3/03

Appendix 5

PUBLIC OFFICIAL BOND

Bond No. 33BSBHT0900

Know All Men By These Presents, That we, Michelle Pitzulo
of 50 Essex St, Youngstown, OH 44502 in the State of Ohio, as Principal,
and the Hartford Fire Insurance Company, a corporation duly organized and existing under and
by virtue of the laws of the State of Connecticut, and authorized to become sole surety on bonds in the State
of Ohio, as Surety, are held and firmly bound unto State of Ohio - Youngstown Community School, Ohio Dept of Education
in the State of Ohio in the full and just sum of Fifty Thousand Dollars,
lawful money of the United States, for 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 Michelle Pitzulo has been duly elected or
appointed to the office of Clerk-Treasurer of Board in and for the Youngstown Community School for
the term beginning on July 1, 2018 and ending on July 1, 2019

Now, Therefore, The Condition of the Above Obligation is Such, that if the above bounden
Michelle Pitzulo shall during the aforesaid term, faithfully and truly perform all
the duties of his/her office and shall pay over and account for all funds coming into his/her hands by virtue of his/her
said office of Clerk-Treasurer of Board of as required by law, then this obligation to be
void, otherwise to be and remain in full force and virtue.

In Witness Whereof, the said Principal has hereunto set his/her hand and seal and the said Surety has
caused these presents to be signed by its officers proper for the purpose the day and year first above written.

Signed, Sealed and Dated this 24th day of April, 2018

Michelle Pitzulo

Principal

Michelle Pitzulo

Hartford Fire Insurance Company

Surety

By: Shannon Casto
Shannon Casto, Attorney-in-Fact

State of _____

County of _____

Before me, this _____ day of _____, A.D. _____ personally appeared the
said _____ to me known and known to me to be the individual
described in and who executed the foregoing bond, and he/she acknowledged to me that he/she executed the
same.

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2017

Statutory Basis

ASSETS		LIABILITIES	
U.S. Government Bonds	\$ 577,913,529	Reserve for Claims	\$
Bonds of Other Governments	136,631,915	and Claim Expense.....	8,425,803,806
State, County Municipal		Reserve for Unearned Premiums	2,110,221,060
Miscellaneous Bonds	5,713,878,455	Reserve for Taxes, License	
Stocks	5,418,718,399	and Fees	53,958,612
Short Term Investments	299,018,356	Miscellaneous Liabilities	2,349,289,613
	<u>\$ 12,146,160,654</u>	Total Liabilities	<u>\$ 12,939,273,091</u>
Real Estate	\$ 333,492,880	Capital Paid In	\$ 55,320,000
Cash	109,093,732	Surplus	<u>9,860,704,902</u>
Agents' Balances (Under 90 Day)	2,994,735,438	Surplus as regards Policyholders.....	<u>\$ 9,916,024,902</u>
Other Invested Assets	4,524,749,529	Total Liabilities, Capital	
Miscellaneous	2,747,065,960	and Surplus	<u>\$ 22,855,297,993</u>
Total Admitted Assets	<u>\$ 22,855,297,993</u>		

STATE OF CONNECTICUT
COUNTY OF HARTFORD
CITY OF HARTFORD

} ss.

Michael R. Hazel, Vice President and Controller, and Allen R. Craig, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2017.

Subscribed and sworn to before me this
6th day of March, 2018.

Laurie Hansen

Notary Public

LAURIE HANSEN
NOTARY PUBLIC
State of Connecticut
My Commission Expires
December 31, 2018

Michael R. Hazel
Vice President and Controller

Allen R. Craig
Assistant Secretary

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: FRANCHISE INSURANCE AGENCY INC

Agency Code: 33-881587

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Shannon Casto

its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 318SBHT0900

Naming Michelle Pitzulo as Principal,

and State of Ohio - Youngstown Community School, Ohio Dept of Education as Oblige,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals, that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 24, 2018.

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

Appendix 6



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHILY.com

Philadelphia Indemnity Insurance Company
COMMON POLICY DECLARATIONS

Policy Number: PHPK1382890

Named Insured and Mailing Address:
Youngstown Community School, Inc.
50 Essex St
Youngstown, OH 44502-1838

Producer: 15893
Franchise Insurance Agency, Inc.
4942 Reed Road
Columbus, OH 43220

Policy Period From: 10/01/2015 To: 10/01/2016

(614)545-1526
at 12:01 A.M. Standard Time at your mailing
address shown above.

Business Description: Other Specialty School

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

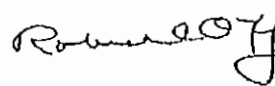
	PREMIUM
Commercial Property Coverage Part	1,532.00
Commercial General Liability Coverage Part	1,296.00
Commercial Crime Coverage Part	104.00
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	698.00
Businessowners	
Workers Compensation	
Educators Protection Plus	1,125.00
Employee Benefits	500.00
Sexual/Physical Abuse	INCLUDED
Stop Gap Liability	257.00
Total	\$ 5,512.00
Total Includes Federal Terrorism Risk Insurance Act Coverage	20.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements If shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)


Secretary


President and CEO

Philadelphia Indemnity Insurance Company

Form Schedule – Policy

Policy Number: PHPK1382890

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Recurring Payment Flyer	1212	Recurring Payment Flyer
CSNotice-1	1014	Making Things Easier
CDC Parents	0510	A Fact Sheet For Parents
CDC Youth Sports	0610	A Fact Sheet For Athletes
BJP-190-1	1298	Commercial Lines Policy Jacket
PP2015	2015	Privacy Policy Notice
CPD-PIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
Loss Payee Schedule	0100	Loss Payee Schedule
Additional Insured Schedule	0100	Additional Insured Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0244	0907	Ohio Changes - Cancellation and Nonrenewal
IL0952	0308	Cap on Losses From Certified Acts of Terrorism
IL0985	0108	Disclosure Pursuant to Terrorism Risk Insurance Act
PI-TER-DN1	0115	Disclosure Notice Of Terrorism Ins Coverage Rejection

Philadelphia Indemnity Insurance Company

Locations Schedule

Policy Number: PHPK1382890

Premis. No.	Bldg. No.	Address
0001	0001	50 Essex St Youngstown, OH 44502-1838
0002	0001	44 Essex St Youngstown, OH 44502-1838

Philadelphia Indemnity Insurance Company

Loss Payee Schedule

Policy Number: PHPK1382890

Loss Payee

FirstLease, Inc. Its assignors and
assignees
c/o American Lease Insurance
654 Amherst Rd Ste 326
Sunderland, MA 01375-9420

OH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (SCHOOLS ELEM/KIND-CORRESPOND SCHOOL)
Lease # 16424-NEC IT 36C6

Loss Payee

ABIC-Specialty Services, FI 5
Insurance Verification Center
PO Box 979280
Miami, FL 33197-9280

OH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (SCHOOLS ELEM/KIND-CORRESPOND SCHOOL)
Re: Copier SN# 4E004122

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK1382890

Additional Insured

FirstLease, Inc. Its assignors and
assignees
c/o American Lease Insurance
654 Amherst Rd Ste 326
Sunderland, MA 01375-9420

CG2028 - OH - Loc #1
Lease# 16424-NEC IT 36C6

CG2028 - OH - Loc #1 - 334 (PARK/PLAYGROUND)
Lease# 16424-NEC IT 36C6

CG2028 - OH - Loc #1 - 334 (SCHOOL-PUBLIC-ELEM/KINDERGARTN)
Lease# 16424-NEC IT 36C6

Additional Insured

Leaf Capital Funding, LLC
c/o Insurance Service Center
PO Box 979127
Miami, FL 33197-9127

CG2028 - OH - Loc #1
Copiers - Lease# 1002943538001

CG2028 - OH - Loc #2
Copiers - Lease# 1002943538001

COMMERCIAL PROPERTY
CP P 003 07 06

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your new or renewal policy being issued by us:

Exclusion Of Loss Due To Virus Or Bacteria Endorsement CP 01 40 07 06

This endorsement makes an explicit statement regarding a risk that is not covered under your Commercial Property Insurance. It points out that there is no coverage under such insurance for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. The exclusion in this endorsement applies to all coverages provided by your Commercial Property Insurance, including (if any) property damage and business income coverages.

COMMERCIAL PROPERTY
CP P 011 08 08

WATER EXCLUSION ENDORSEMENT ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your new or renewal policy being issued by us:

Water Exclusion Endorsement CP 10 32 08 08

This endorsement replaces the current water exclusion in your policy with a revised exclusion. The revised exclusion contains language reinforcing the scope of the water exclusion, and explicitly states that such exclusion applies regardless of whether the water damage is caused by an act of nature or is otherwise caused. Specific mention is made of various boundary or containment systems such as dams and levees to further highlight this point. Further, express references to tsunamis, storm surge and waterborne material are also added to the exclusion.

The exclusion in this endorsement applies to all coverages provided by your Commercial Property Insurance, including (if any) property damage and business income coverages, unless stated otherwise in your policy.

Philadelphia Indemnity Insurance Company
COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Policy Number: PHPK1382890
Named Insured: Youngstown Community School, Inc.

☒ See Supplemental Schedule Agent # 15893

BUSINESS DESCRIPTION: Other Specialty School

DESCRIPTION OF PREMISES:
Prem. Bldg.
No. No. Location, Fire Protection/Construction and Occupancy

SEE SCHEDULE ATTACHED

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinsurance(2)	Deductible
SEE SCHEDULE ATTACHED						

OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Amount	Agreed Value Expiration Date	Replacement Cost Incl. Stock	Inflation Guard
SEE SCHEDULE ATTACHED						

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
SEE SCHEDULE ATTACHED						

DEDUCTIBLE:
SEE SCHEDULE ATTACHED

MORTGAGE HOLDERS:
Refer To Mortgage/Loss Payee Schedule

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:
Refer To Forms Schedule

TOTAL PREMIUM FOR THIS COVERAGE PART \$ 1,532.00

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Countersignature Date Authorized Representative

Philadelphia Indemnity Insurance Company

Form Schedule – Property

Policy Number: PHPK1382890

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

Form	Edition	Description
CP P 003	0706	Excl of Loss Due to Virus or Bacteria Advisory Notice
CP P 011	0808	Water Exclusion Endt Advisory Notice to Policyholders
Property Deco	0100	Property Declarations
Property Schedule	0100	Property Supplemental Schedule
CP0090	0788	Commercial Property Conditions
CP0123	0408	Ohio Changes
CP0140	0706	Exclusion Of Loss Due To Virus Or Bacteria
CP1032	0808	Water Exclusion Endorsement
CP1218	0607	Loss Payable Provisions
PI-BM-001	0313	Equipment Breakdown Protection Endorsement

FORMS APPLICABLE TO SPECIFIC PREMISES AND COVERAGES

Form	Edition	Description
Property Blanket Schedule	0100	Property Blanket Schedule
OH PREMS 001 BLDG 001	BUSINESS PERS PROPERTY	
OH PREMS 002 BLDG 001	BUSINESS PERS PROPERTY	
CP0010	0607	Building and Personal Property Coverage Form
OH PREMS 001 BLDG 001	BUSINESS PERS PROPERTY	
OH PREMS 002 BLDG 001	BUSINESS PERS PROPERTY	
CP0030	0607	Business Income (And Extra Expense) Coverage Form
CP1030	0607	Causes of Loss - Special Form
OH PREMS 001 BLDG 001	BUSINESS PERS PROPERTY	
OH PREMS 002 BLDG 001	BUSINESS PERS PROPERTY	
IL0415	0498	Protective Safeguards
OH PREMS 001 BLDG 001		
PI-EPE-VS	0107	Elite Property Enhancement: Schools
PI-NP-007	0401	Loss of Income Due to Workplace Violence

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1382890

Named Insured: Youngstown Community School, Inc.

Agent # 15893

DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy
001	001	50 Essex St Youngstown, OH 44502-1838 SCHOOLS ELEM/KIND-CORRESPOND SCHOOL PC 03 JOISTED MASONRY
002	001	44 Essex St Youngstown, OH 44502-1838 SCHOOLS PC 03 JOISTED MASONRY

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of (1) Loss Form	Coinurance(2)	Deductible
001	001	BUSINESS PERS PROPERTY	BKT #01	SPECIAL	BKT #01	1,000
002	001	BUSINESS PERS PROPERTY	BKT #01	SPECIAL	BKT #01	1,000

OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Expiration Date	Replacement Cost Incl. Stock	Inflation Guard
001	001	BUSINESS PERS PROPERTY			(x) (x)	
002	001	BUSINESS PERS PROPERTY			(x) (x)	

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity(Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
-----------	-----------	-------------------	---------------------	--------------------------------------	-----------------------------	-------------------------------------

Deductible Exceptions:

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

(6) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1382890

Named Insured: Youngstown Community School, Inc.

Agent # 15893

DESCRIPTION OF PREMISES:

Prem.	Bldg.	
No.	No.	Location, Fire Protection/Construction and Occupancy

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinurance(2)	Deductible
		BOILER & MACHINERY				
		PROPERTY ELITE				

OPTIONAL COVERAGES:

Prem.	Bldg.		Agreed Value		Replacement Cost	Inflation
No.	No.	Coverage	Amount	Expiration Date	Incl. Stock	Guard

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

Deductible Exceptions:

(1) EQ (if shown) = Earthquake

(2) Coinurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company**COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE**

Policy Number: PHPK1382890

Named Insured: Youngstown Community School, Inc.

Agent # 15893

COMMERCIAL PROPERTY COVERAGE PART – BLANKET STATEMENT OF VALUES

Blanket No.	Blanket Description	Limit of Insurance	Co- Insurance
001	Business Personal Property	\$ 730,000	90%

COMMERCIAL GENERAL LIABILITY
CG P 011 05 09

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION ENDORSEMENT ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your renewal policy being issued by us:

Recording And Distribution Of Material Or Information In Violation Of Law Exclusion Endorsement CG 00 68 05 09

This endorsement replaces the current Distribution Of Material In Violation Of Statutes Exclusion in your policy with a revised exclusion, newly titled Recording And Distribution Of Material Or Information In Violation Of Law Exclusion. The revised exclusion contains language that elaborates on the intent of the Distribution Of Material In Violation Of Statutes Exclusion to reflect that, in addition to the TCPA and CAN-SPAM Act of 2003, the exclusion will more explicitly exclude liability coverage for bodily injury, property damage or personal and advertising injury arising out of any action or omission that violates, or is alleged to violate, the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA) and any other similar federal, state or local statute, ordinance or regulation concerning disposal and dissemination of personal information.

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: PHPK1382890

Agent # 15893

☒ See Supplemental Schedule

LIMITS OF INSURANCE

\$	3,000,000	General Aggregate Limit (Other Than Products - Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	100,000	Rented To You Limit
\$	5,000	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: CORPORATION

Business Description: Other Specialty School

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE ATTACHED

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$ 1,296.00	\$

RETROACTIVE DATE (CG 00 02 ONLY)

This Insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: NONE

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date

Authorized Representative

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: PHPK1382890

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
CGP011	0509	Recording and Distribution of Material or Information
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2028	0413	Additional Insured - Lessor of Leased Equipment
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2146	0798	Abuse Or Molestation Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0108	Cap on Losses From Certified Acts of Terrorism
CG2230	0798	Exclusion - Corporal Punishment
CG2271	0413	Colleges or Schools (Limited Form)
CG2402	1204	Binding Arbitration
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-GLD-VS	0108	General Liability Deluxe Endorsement: Schools
PI-SE-001	1205	Fund Raising Events Endorsement

Philadelphia Indemnity Insurance Company
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1382890

Agent # 15893

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
OH PREM NO. 001 SCHOOL-PUBLIC-ELEM/KINDERGARTN PROD/COMP OP SUBJ TO GEN AGG LIMIT	47471	163 STUDENT	3.211	INCL	525	INCL
OH PREM NO. 001 PARK/PLAYGROUND PROD/COMP OP SUBJ TO GEN AGG LIMIT	46671	1 PARK/PLAYGR	131.110	INCL	132	INCL
OH PREM NO. 002 SCHOOL-PUBLIC-ELEM/KINDERGARTN PROD/COMP OP SUBJ TO GEN AGG LIMIT	47471	162 STUDENT	3.211	INCL	522	INCL
OH LIABILITY DELUXE	44444				117	

Philadelphia Indemnity Insurance Company

POLICY NUMBER: PHPK1382890

COMMERCIAL CRIME
CR DS 01 07 02

COMMERCIAL CRIME COVERAGE PART DECLARATIONS

The Commercial Crime Coverage Part consists of this Declarations Form and the Commercial Crime Coverage Form.

EMPLOYEE BENEFIT PLAN(S) INCLUDED AS INSURED(S):

INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES:

INSURING AGREEMENTS	LIMIT OF INSURANCE Per Occurrence	DEDUCTIBLE AMOUNT Per Occurrence
1. Employee Theft		See Schedule
2. Forgery Or Alteration		Not Covered
3. Inside The Premises - Theft Of Money And Securities		Not Covered
4. Inside The Premises - Robbery Or Safe Burglary Of Other Property		Not Covered
5. Outside The Premises		Not Covered
6. Computer Fraud		Not Covered
7. Funds Transfer Fraud		Not Covered
8. Money Orders And Counterfeit Paper Currency		Not Covered

If Added by Endorsement, Insuring Agreement(s):

IF APPLICABLE, SEE SCHEDULE ATTACHED

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

ENDORSEMENTS FORMING PART OF THIS COVERAGE PART WHEN ISSUED:

SEE SCHEDULE ATTACHED

CANCELLATION OF PRIOR INSURANCE ISSUED BY US:

By acceptance of this Coverage Part you give us notice cancelling prior policy Nos. PHPK1220508 ;
the cancellation to be effective at the time this Coverage Part becomes effective.

COUNTERSIGNED

(Date)

BY:

(Authorized Representative)

Philadelphia Indemnity Insurance Company

Form Schedule – Crime

Policy Number: PHPK1382890

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
CRDS01	0702	Commercial Crime Coverage Part Declarations
Crime Schedule	0204	Schedule of Insuring Agreements
CR0021	0506	Commercial Crime Coverage Form (Loss Sustained Form)
CR2012	0702	Binding Arbitration

Philadelphia Indemnity Insurance Company

POLICY NUMBER: PHPK1382890

SCHEDULE OF INSURING AGREEMENTS

STATE	INSURING AGREEMENT(S)	LIMIT OF INSURANCE	NUMBER OF PREMISES	DEDUCTIBLE	PREMIUM
		Per Occurrence		Per Occurrence	
OH	EMPLOYEE THEFT	\$ 10,000	0002	\$ 500	\$ 104

Total Premium

\$ 104

Philadelphia Indemnity Insurance Company

POLICY NUMBER: PHPK1382890

COMMERCIAL AUTO
CA DS 03 03 10

BUSINESS AUTO DECLARATIONS

ITEM ONE

Named Insured and Mailing Address: Youngstown Community School, Inc. 50 Essex St Youngstown, OH 44502-1838	
Policy Period	
From: 10/01/2015	
To: 10/01/2016	At 12:01 AM Standard Time at your mailing address shown above
Previous Policy Number: PHPK1220508	

Form Of Business: CORPORATION

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium shown is payable at inception: \$
Audit Period (If Applicable): <input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Endorsements Attached To This Policy
See Schedule Attached

Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

Appendix 7

Operator/Management Company Agreement Guidelines

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

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

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

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

Attachment 1

Attachment 1

Opening Conditions

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

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

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

Office of Community Schools

2018-2019 Sponsor Opening Assurances

Ohio Revised Code 3314.19 and
Ohio Administrative Code 3301-102-05

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

Date of visit to school facility:

School Name and Facility Address:

Instructions

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

Please complete all applicable sections.

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

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

Sponsor Information

Please check all that apply:

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

First day of instruction for 2018-2019 school year

Sponsor Name	
Sponsor IRN	
School Name	
School IRN	
School Superintendent	
Superintendent's Telephone Number	
Superintendent's Email Address	

School Information

School's Website

--

School's Physical Street Address

--

City, State

Zip Code

County

--	--	--

School Building Main Telephone Number

--

School Email (if applicable)

--

School Fax Number

--

Mailing Address (if different from facility address)

--

City, State

Zip Code

County

--	--	--

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

☐ Yes ☐ No

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

Grade levels authorized per contract:

Grade levels currently served:

OEDS Administrator's Name:

OEDS Administrator's Email Address:

School Operator/Management Company Services

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

☐ Yes ☐ No

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

Operator or Management Company Name:

Operator or Management Company IRN:

Operator or Management Company EIN:

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

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

- ☐ The operator is a **charter management organization (CMO)**.
- ☐ The operator is an **education management organization (EMO)**.
- ☐ The operator is **another type of organization**.

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

☐ Yes ☐ No

Comments/Explanation

SECTION I

ASSURANCES

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

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

☐ Yes ☐ No

Comments/Explanation

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

☐ Yes ☐ No

Comments/Explanation

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

☐ Yes ☐ No

Comments/Explanation

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

☐ Yes ☐ No

Comments/Explanation

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

☐ Yes ☐ No

Comments/Explanation

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

☐ Yes ☐ No

Comments/Explanation

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

☐ Yes ☐ No

Comments/Explanation

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

☐ Yes ☐ No

Comments/Explanation

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

☐ Yes ☐ No

Please explain which option applies to this school.

Fiscal Officer's (Treasurer's) Name

Treasurer's License Number and Expiration Date of License

Fiscal Officer's Telephone Number

Fiscal Officer's Email Address

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

☐ Yes ☐ No

Comments/Explanation

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

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

☐ Yes ☐ No

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

A current certificate of occupancy.

☐ Yes ☐ No

Please indicate the date the certificate of occupancy was issued.

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

Please include date of inspection or additional comments/explanation.

If offering food services, a valid food permit.

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

☐ Yes ☐ Not Applicable

Comments/Explanation

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

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

☐ Yes ☐ No

If no, please explain.

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

☐ Yes ☐ No

If no, please explain.

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

☐ Yes ☐ No

If no, please explain.

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

☐

Yes

☐

No

If no, please explain.

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

☐

Yes

☐

No

If no, please explain.

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

☐

Yes

☐

No

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

SECTION II

BLENDING LEARNING

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

Comments/Explanation

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

Does the attendance policy meet all requirements in state law?

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

SECTION III

DROPOUT PREVENTION AND RECOVERY REPORT CARD DESIGNATION

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

Addendum to Sponsor Opening Assurances (New Schools Only)

Ohio Revised Code 3314.191

Ohio Revised Code 3314.50

Instructions

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

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

Ohio Revised Code 3314.191

Prerequisites for Payments from Department

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

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

Sponsor Information

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

☐

Yes

☐

No

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

Prerequisites for Payments from Department

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

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

☐

Yes

☐

No

Comments/Explanation

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

☐

Yes

☐

No

Comments/Explanation

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

☐

Yes

☐

No

Comments/Explanation

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

☐

Yes

☐

No

Comments/Explanation

Name of chief administrator

The projected enrollment reported to the Department is accurate.

☐

Yes

☐

No

Comments/Explanation

Bond Requirement

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

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

☐

Yes

☐

No

Comments/Explanation

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

☐

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

☐

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

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

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

Indicate which entity provided written guarantee of payment.

Comments/Explanation

Sponsor Attestation of Assurances

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

Sponsor Representative Signature

Print Name

Date

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

SUBMISSION INSTRUCTIONS:

Sponsors are required to electronically submit a completed 2018-2019 Sponsor Opening Assurances form to Epicenter following the process below.

1. Log in to Epicenter at <http://epicenternow.org/>.
2. Click the **Sign In** link at the top of the screen.
3. Enter your username and password.
4. Click **Document Center**.
5. On the Document Center page, click the **Submission Upload** button.
6. For Entity Type, select school.
7. For Submission Type, select **Sponsor Assurance Form**.
8. For Entities, select the appropriate school by checking the box next to the school name.
9. Enter required information.
10. Click **Upload New File** button to upload your document.
11. (Optional) Type a brief message to the reviewer.
12. Click Submit.

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

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

Attachment 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment 3

Ohio School Report Cards

Sign In

 View Printable PDF

2016 - 2017 Report Card for Youngstown Community School

Overview

Achievement

Progress

Gap Closing

Graduation Rate

K-3 Literacy

Prepared for Success

SCHOOL GRADE

**Coming in
2018**

SCHOOL DETAILS



Financial Data

These measures answer several questions about spending and performance. How much is spent, the source of the revenue and how do these measures compare across districts?

VIEW DATA



Achievement

The Achievement component represents the number of students who passed the state tests and how well they performed on them.

COMPONENT GRADE

D

Performance Index

65.7%..... **D**

Indicators Met

0.0%..... **F**

VIEW MORE DATA

VIEW GIFTED DATA



Progress

The Progress component looks closely at the growth that all students are making based on their past performances.

COMPONENT GRADE

F

VIEW MORE DATA

Value-Added

Overall..... **F**Gifted..... **NR**Lowest 20% in Achievement..... **F**Students with Disabilities..... **NR**

Gap Closing

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

COMPONENT GRADE

F

Annual Measurable Objectives

45.2%..... **F**

VIEW MORE DATA



Graduation Rate

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

COMPONENT GRADE

Not Rated

VIEW MORE DATA

Graduation Rates

This school is not evaluated for graduation rate because there are not enough students in the graduating class.



K-3 Literacy

The K-3 Literacy component looks at how successful the school is at getting struggling readers on track to proficiency in third grade and beyond.

COMPONENT GRADE

C

K-3 Literacy Improvement

39.5%..... **C**

VIEW MORE DATA



Prepared for Success

Whether training in a technical field or preparing for work or college, the Prepared for Success component looks at how well prepared Ohio's students are for all future opportunities.

COMPONENT GRADE

Not Rated

VIEW DATA

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[Phila DeMarco, Superintendent of Public Instruction](#)

Attachment 4

Performance Framework

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

Academic and Student Performance

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

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

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

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

Weighted Report Card Measures

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

Key	Notes	Meets Goal	
Any component grade increased one level	Only includes component grades that were rated for		N/A

Performance Framework

	two consecutive report cards		
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Comparison with Peers

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

Notes: _____

Other Report Card Measures

Key	Meets	Needs Improvement
Achievement (overall)	A-C	D-F
Indicators Met	A-C	D-F
Progress (Overall)	A-C	D-F
Mobility		
Value Added Gifted Students	A-C	D-F
Value Added Lowest 20% in Achievement	A-C	D-F
Value Added Students with Disabilities	A-C	D-F
Gap Closing	A-C	D-F
Prepared for Success	A-C	D-F
Chronic Absenteeism rate	Equal to or less than 10%	Greater than 10%

Performance Framework

Notes: _____

Academic and Student Performance – Dropout Prevention and Recovery Schools Only

Weighted Report Card Measures

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

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

Comparison with Peers

Key	Notes/Considerations	Meets Goals	Need Improvement	Three Year Comparison
Performance v. District of Residence – Performance index		Performed at or above the District of Residence	Performed below the District of Residence	
Performance v. statewide similarly situated community schools – Performance Index	Similar schools are based upon the community school's characteristics: - Dropout Prevention and Recovery Schools	Performed at or above similar community schools	Performed below similar community schools	

Notes: _____

Performance Framework

Other Report Card Measures

Key	Meets	Needs Improvement
School Rating	Exceeds	Rated Meets Standards or Below
High School Test Passage Rate	68.0-100.0%	67.9% and below
6-Year Graduation Rate	40.0-100.0%	39.9% and below
7-Year Graduation Rate	40.0-100.0%	39.9% and below
8-Year Graduation Rate	40.0-100.0%	39.9% and below
Combined Graduation Rate	40.0-100.0%	39.9% and below
Attendance	80.0-100.0%	79.9% and below

Notes: _____

Financial Performance

The financial performance looks at the financial status of the school to determine whether the school is financially viable.

Key	Notes	Compliant	Non-Compliant and corrective action required
Annual Audit		The most recent audit contains no findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses.	The most recent audit contains findings, noncompliance citations, questioned costs, material weaknesses, or findings for recovery.
Fiscal Officer		The Governing Authority ensures that the Fiscal Officer (Treasurer) timely and accurately provides financial information to the Sponsor	The Fiscal Officer (Treasurer) did not timely and accurately provide financial information to the Sponsor

Performance Framework

Notes: _____

Key Financial Indicators of Fiscal Stability

Key	DEFINITION	MEASURE	Fiscally Stable	Fiscal Caution	Fiscally Unstable
Current Ratio	Current Assets divided by Current Liabilities	Identifies the current assets an agency has which can easily be changed into cash to pay current expenses.	≥ 1.5	≥ 1.0 , < 1.5	< 1.0
Current Ratio (Multi-Year)	Current Assets divided by Current Liabilities for multiple years (3-5)	Identifies the current assets an agency has which can easily be changed into cash to pay current expenses.	≥ 1.5 & Trends Up	≥ 1.0 , < 1.5 & Stable	< 1.0 Trends Down
Working Capital	Current Assets minus Current Liabilities	Measure of an entity's liquidity. If current assets exceed current liabilities, the entity is not expected to suffer from liquidity crunch in the near future. A negative working capital amount indicates the entity may not be able to pay its current liabilities when due.	Positive	Zero	Negative
Debt Ratio	Total Liabilities divided by Total Assets	Measures the portion of the assets of a business which are financed through debt; a lower value is favorable because it indicates that a lower portion of assets is claimed by creditors. The amount identifies the percentage of assets financed through debts.	0 – 20%	$> 20\%$, $< 40\%$	$> 40\%$
Days Cash	Number of calendar days an entity can meet its current obligations using current cash balance including cash equivalents	Measures calendar days a business can continue to operate without additional cash or resources from external sources	30-60 Days	15-30 Days	< 15 Days
Accounts Payable Past Due	Amounts owed to suppliers	Identifies ability of entity to pay suppliers in a timely manner, usually within thirty (30) days or payment is considered late.	≤ 30 Days	30-60 Days	> 60 Days
Cash Flow (Operating)	Identifies how changes in balance	Measures an entity's ability to generate positive cash flow from its	Positive	Zero	Negative

Performance Framework

Key	DEFINITION	MEASURE	Fiscally Stable	Fiscal Caution	Fiscally Unstable
	sheet accounts and income affect cash and cash equivalents (Source: Online)	primary (core) business activities. OCF=Income before interest and taxes + Depreciation + Amortization - Taxes			
Total Margin (Ratio)	A measure of the ability of an entity to generate excess revenue over expenditures (Source: Online)	Measures the financial health of an entity. Total Margin = (Revenues – Expenses)/Total Revenue. Favorable if 25% (0.25) or greater.	>25% or >0.25	=>15% <25%	<15% or <0.15
FTE	Full Time Equivalent	Measures number of full time equivalent students receiving instruction	>=100, No Claw Back	=>50 <75, No Claw Back	<50

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

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

Notes: _____

Operational Performance

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

Key	Notes	Compliant	Non-Compliant and corrective action required
Appropriate Certification and Licensure		Each credentialed staff member holds the appropriate credential for his/her assigned position.	Some educators are not appropriately licensed for their assignment according to state statute.
Annual Report		Parents and Sponsor received the School's Annual Report by the last day of October. The report was complete, accurate, and included a self-evaluation of the school's performance over a multi-year period.	Parents and Sponsor <u>did not</u> receive the School's Annual Report by the last day of October. The report was <u>not</u> complete, and/or <u>not</u> accurate, and/or <u>did not</u> include a self-evaluation of the school's performance over a multi-year period.

Performance Framework

Management Company Evaluation		Governing Authority annually evaluates the management company's performance and provided the Sponsor a copy of the evaluation.	Governing Authority did not annually evaluate the management company's performance; or did not provide the Sponsor a copy of the evaluation.
Corrective Action Plans		School satisfied all corrective action plans in a timely manner.	School did not fully satisfy all corrective action plans in a timely manner.

Notes: _____

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

Notes: _____

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

Performance Framework

Special Education

Key	Meets	Does Not Meet
Special Edu. Indicator 3c: Reading Proficiency Rate	24.18% or more students with disabilities scored at or above the proficient level on statewide reading assessments; compliant.	Less than 24.18% students with disabilities scored at or above the proficient level on statewide reading assessments; noncompliant.
Special Edu. Indicator 3c: Math Proficiency Rate	28.57% or more students with disabilities scored at or above the proficient level on statewide math assessments; compliant.	Less than 28.57% students with disabilities scored at or above the proficient level on statewide math assessments; noncompliant.
Special Edu. Indicator 4b: Disproportionality – Discipline - Expulsion	Risk ratio less than or equal to 3.50 ; risk ratio of 3.50 signifies that students with disabilities within a given racial/ethnic group are 3.50 times more likely to be expelled for greater than 10 days than all students without disabilities; compliant	Risk ratio more than 3.50 ; risk ratio of 3.50 signifies that students with disabilities within a given racial/ethnic group are 3.50 times more likely to be expelled for greater than 10 days than all students without disabilities; noncompliant.
Special Edu. Indicator 4b: Disproportionality – Discipline – Suspension	Risk ratio less than or equal to 3.50 ; risk ratio of 3.50 signifies that students with disabilities within a given racial/ethnic group are 3.50 times more likely to be suspended for greater than 10 days than all students without disabilities; compliant.	Risk ratio more than 3.50 ; risk ratio of 3.50 signifies that students with disabilities within a given racial/ethnic group are 3.50 times more likely to be suspended for greater than 10 days than all students without disabilities; noncompliant.
Special Edu. Indicator 9: Identification by Race	Risk ratio less than or equal to 3.50 ; a risk ratio of 3.50 signifies that students within a specific racial/ethnic group are 3.50 times more likely to be identified for special education than students NOT in that racial/ethnic group; compliant	Risk ratio more than 3.50 ; a risk ratio of 3.50 signifies that students within a specific racial/ethnic group are 3.50 times more likely to be identified for special education than students NOT in that racial/ethnic group; noncompliant.
Special Edu. Indicator 10: Identification for Specific Disability Categories by Race	Risk ratio less than or equal to 3.50 ; a risk ratio of 3.50 signifies that students within a specific racial/ethnic group are 3.50 times more likely to be identified in a specific disability category than students NOT in that	Risk ratio more than 3.50 ; a risk ratio of 3.50 signifies that students within a specific racial/ethnic group are 3.50 times more likely to be identified in a specific disability category than students NOT in that

Performance Framework

	racial/ethnic group; compliant.	racial/ethnic group; noncompliant.
Special Edu. Indicator 1: Graduation	82.80% or more students with disabilities graduated from high school with a regular diploma within four years; compliant.	Less than 82.80% students with disabilities graduated from high school with a regular diploma within four years; noncompliant.
Special Edu. Indicator 2: Dropout	21.80% or less students with disabilities dropped out of high school; compliant.	Over 21.80% students with disabilities dropped out of high school; noncompliant.
Special Edu. Indicator 13: Secondary Transition	100% ; all students with an IEP age 16 and over must have a compliant transition plan in place; compliant.	Less than 100% ; all students with an IEP age 16 and over must have a compliant transition plan in place; noncompliant.

Notes: _____

Additional Evidence of Effectiveness of the School in the Community:

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

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

Notes: _____

Performance Framework

Key	Exceeds	Meets	Does Not meet
School's Climate As measured by Sponsor during the fall site visit	3	2	1

Notes: _____

Overall Results of School Performance Evaluation Narrative:

Attachment 5

Youngstown Community School Bylaws & Policies

5111 - ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS

The Board of Education establishes the following residency policy for determining eligibility to attend the schools of this District.

The Board shall provide tuition-free education for the benefit of children at least five (5) but under twenty-two (22) years of age whose parents reside in the District and such others as may be eligible pursuant to Federal and/or State law and the policies of the Board, including disabled preschool children who are at least three (3) years of age but not of compulsory school age and who are not currently enrolled in kindergarten.

In addition, the Board shall provide tuition-free education for the benefit of a child whose grandparent(s) resides in the District and who is the subject of a:

- A. power of attorney designating the grandparent as the attorney-in-fact; or
- B. caretaker authorization affidavit executed by the grandparent that provides the grandparent with authority over the care, physical custody, and control of the child, including the ability to enroll the child in school, consent in all school related matters, and discuss with the District the child's educational progress.

In accordance with State law, the grandparent shall be considered the "parent" of the child who is the subject of the power of attorney (Form 5111 F7) or caretaker authorization affidavit (Form 5111 F8). The child may attend the schools of this District (Form 5111 F9) unless the power of attorney or caretaker authorization form was created for the sole purpose of enrolling the child in the District so that the child may participate in the academic or interscholastic programs of this District or another reason exists to exclude the child under State law. Additionally, the child may attend the schools of the District until the power of attorney or caretaker authorization affidavit terminates upon the occurrence of one (1) of the following events:

- A. the child ceases to reside with the grandparent(s);
- B. the document is terminated by court order; or
- C. either the child who is the subject of the document or the grandparent dies.

Additionally, the power of attorney terminates if it is revoked in writing by the person who created it and that person gives written notice of the revocation to the grandparent and the juvenile court with which the power of attorney was filed. Further, the caretaker authorization affidavit terminates if the parent, guardian, or custodian of the child acts to negate, reverse, or otherwise disapprove of an action or decision of the grandparent(s) who signed the affidavit with respect to the child, and the grandparent either voluntarily returns the child to the physical custody of the parent, guardian or custodian or fails to file a complaint to seek custody within fourteen (14) days after delivery of the written notice of negation, revocation or other disapproval. It is the responsibility of the grandparent(s) to notify the District within one (1) week of the termination of the power of attorney or caretaker authorization affidavit.

The Board reserves the right to verify each student's residency and other conditions of eligibility for tuition-free education as well as the validity of the claim of any student to an education in the District. In addition, if a student has recently been discharged or released from the custody of the Department of Youth Services (DYS) and is seeking admittance or re-admittance into the District, such students will not be admitted until the records required to be released by DYS to the Superintendent have been received (see AG5111 for listing of required records). Within twenty-four (24) hours of admission into the District, the Superintendent shall request a copy of the student's school records from the school the student most recently attended.

Nonresident Eligibility for Tuition-Free Education

A student shall be entitled to attend school in this District free of any tuition obligation under the following circumstances:

- A. A child whose parent has signed a contract to buy or build a house in this District and provides proper sworn statements shall be enrolled without payment of tuition for a period not to exceed ninety (90) days. The Superintendent is authorized to determine the number of days. The parent shall provide:
 - 1. a sworn statement explaining the situation, the location of the house being purchased or built, and stating the parent's intention to reside there upon its completion; and
 - 2. a statement from the builder that the house is being built for the parent and its location or a statement from a real estate broker or bank officer confirming that the parent has a contract to purchase, that the parent is waiting upon a closing date, and that the house is at the location identified in the parent's sworn statement.

Such child shall also be eligible to participate in interscholastic athletics, if released by formal action of the district of current residency and the OHSA.

- B. Children under a shared-parenting plan establishing both parents as "residential parents" when the child is residing with the parent, if one (1) parent resides in the District. If a student resides in another school district but attends school in this District (where one (1) parent resides), it is the obligation of the parents to provide transportation for that student from the home of the nonresident parent. Where a court has vested legal custody with only one (1) parent, the child is entitled to attend school tuition-free only in the district in which the custodial parent resides.
- C. A child under the age of eighteen (18) years of age who is married and resides in the District.
- D. Students between the ages of eighteen (18) and twenty-two (22) who support themselves by their own labor, live apart from their parents, reside in the District, and have not successfully completed the District's high school program or their I.E.P.
- E. Students who are considered by Federal law to be illegal aliens and/or homeless students who are required to be admitted by Federal law and in accordance with State guidelines.
- F. A child with a medical condition that may require emergency medical attention providing a parent is employed in the District and submits the proper certification required by the Board, including a medical statement from the child's physician.
- G. A child, living with a resident other than a parent and whose parent is in the armed services outside the State of Ohio, providing the child's parent submits the appropriate affidavit stating that the parent is in the armed forces outside the State of Ohio, intends to reside in the District upon return to the State, and provides the name and address of the person with whom the child will reside. The child may attend school in the District tuition-free for a period not to exceed twelve (12) months. If the parent does not intend to reside in the District, the child may attend school as a

tuition student only.

- H. A student who is living with a parent under the care of a shelter program for victims of domestic violence located in the District.
- I. A nonresident child who has been or is currently being placed for adoption with a resident of this District, unless the adoption has been terminated or another district is required to educate the child.
- J. Any student who enrolls in the District under the District's open enrollment policy.

Optional Tuition-Free Education

The Board may admit students tuition-free under the following circumstances:

- A. Children under the age of twenty-two (22), who are:
 - 1. in the legal custody of their parent;
 - 2. residing with a resident grandparent; and
 - 3. not in need of special education, provided the Board and the board of education of the child's district of residence enter into a written agreement specifying there is good cause for the transfer, describing the nature of the good cause, and consenting to the attendance.

The grandparent, and, if possible, the custodial parent shall sign the consent form providing the necessary authorizations. This option does not apply to children who are residing with a resident grandparent and are the subject of either a power of attorney or caretaker authorization affidavit that provides the grandparent with authority over the care, physical custody, and control of the child, as set forth in an earlier section of this policy. The Board shall admit children who are the subject of either a power of attorney or caretaker authorization affidavit tuition-free.
- B. Foreign-exchange students participating in a bona fide foreign-exchange program or residents of foreign nations who request admission as foreign-exchange students or the student is a non-Ohio, U.S. resident admitted under an exchange program operated by a student exchange organization.
- C. A child who becomes a nonresident at the time of a parent's death may continue to attend school in the District on a nontuition basis for the remainder of the school year.

Students Suspended or Expelled from Other District

After offering an opportunity for a hearing, the Superintendent, at his/her discretion, may deny admission to a student who has been suspended or expelled from another public school within or outside the State, for the period of unexpired time of the suspension or expulsion. If the expulsion is from an out-of-state public school, the lesser of the period of such expulsion or the period of expulsion which would have been applied had the student committed the offense in this District will be imposed. When the suspension or expulsion from the other district has expired, the student is to be admitted providing all other eligibility requirements have been met. This provision also applies to a student who is the subject of power of attorney designating the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's

6/28/2018

Youngstown Community School

grandparent.

Mandatory Admission/Payment of Tuition

The Board shall admit students who reside in the District but his/her parents do not reside in the District and tuition payments shall be assessed pursuant to State law if:

- A. the student is in the legal or permanent custody of a governmental agency or a person other than his/her natural or adoptive parents;
- B. the student resides in a home as defined by State law;
- C. the student requires special education;
- D. the child resides in the District and the child's parent is in a residential facility, correctional facility, or juvenile placement and the other parent, if living and not in such a facility or placement, is not known to reside in this State.

If the District admits a student to the District who is not otherwise entitled to attend or whose attendance tuition is not an obligation of another district, the Board shall collect tuition from the student's parents.

The Superintendent shall develop administrative guidelines for the enrollment of nonresident children which:

- A. admit such children only on the proper application of the parent or guardian; release by the board of education of residency, if required; and the approval of the Board;
- B. do not exclude any child, otherwise eligible, on the basis of such child's race, color, national origin, sex (including sexual orientation and transgender identity), disability, religion, or ancestry;
- C. verify claims of residency;
- D. deny admission where the educational program maintained for the children of this District is inadequate to meet the needs of the applicant;
- E. make continued enrollment of any nonmandatory nonresident, regular-education student contingent upon maintaining good standards of citizenship and discipline.

The Superintendent shall recommend to the Board for their approval the admission of qualified applicants.

Tuition rates shall be determined as required by Ohio Statutes.

Tuition shall be charged monthly, in advance of attendance.

R.C. 3313.48, 3313.64, 3313.645, 3313.649, 3313.65, 3313.66, 3313.90, 3313.97

R.C. 3313.98, 3317.08, 3317.081, 3321.01(B), 3321.03, 3323.141

R.C. 3327.04, 3327.05, 3327.06, 2152.18, 5139.05, 3313.672, 3313.533

A.C. 3301-42-01

42 U.S.C. 11431 et seq.

Revised 3/03

Revised 3/8/08

Revised 1/9/14

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Youngstown Community School Bylaws & Policies

5113 - INTER-DISTRICT OPEN ENROLLMENT

The Board of Education shall not allow students from other school districts to enroll in programs of this District on a non-tuition basis or under an open-enrollment plan.

The following definitions shall apply:

The Superintendent shall prepare guidelines for the implementation of this policy in ways that comply with relevant State laws and guidelines and establish procedures that provide for the following:

- A. Nondiscrimination on the basis of grade level, including preschool disabled; academic ability; English language proficiency; or any level of artistic, athletic, or extra-curricular skills. A student's application cannot be denied because of disciplinary action in his/her home school, except for a suspension or expulsion for ten (10) days or more that occurs in the current semester or the semester immediately preceding the application. If the District does not currently provide services required for a disabled, adjacent-district student, his/her application may be denied.
- B. Application procedures including the criteria by which applications from adjacent-district and other-district students shall be reviewed and prioritized. District students and any adjacent-district or other-school district students previously enrolled under the provisions of this policy shall be given priority.
- C. Maintenance of appropriate racial balance in District schools, classrooms, and programs.
- D. Communications with applicants and their parents concerning this policy and the District's guidelines, including the timelines for application and notification of acceptance or rejection.
- E. Any transportation provided by the District for an adjacent-district student takes place within established bus routes and bus stops within the District.
- F. Set District capacity limits by classroom, grade level, school building, and educational program.

The Board reserves the right to object to the Open Enrollment of a District student to another district in order to maintain an appropriate racial balance. If the Board of Education of a student's home school district objects to a transfer of one of its students to this District for the same reason, this Board will deny the transfer unless the tuition fee is paid for the student.

This policy shall be reviewed annually by the Board to determine whether to adopt a resolution to continue the policy or to rescind Inter-District Open Enrollment. Additionally, the Superintendent shall annually review the level of diversity existing within the District's programs, grades and/or schools to assess whether the application of this policy has resulted in an adverse effect on racial balance. As a part of his/her review, the Superintendent will be responsible for determining whether there is a legal basis for the Board to use the "maintenance of appropriate racial balance" language of R.C. 3313.98. Should this review indicate that the racial balance in one or more of the District's programs, grades and/or schools has been adversely affected, the Superintendent shall consult with legal counsel to determine what, if any, appropriate steps should be taken, including, but not limited to, policy revisions or other actions necessary to comply with State and Federal law. The Board reserves the right to modify the conditions under which Inter-District Open Enrollment would continue for any particular program, classroom, or school.

R.C. 3313.98

Adopted 7/8/04

Youngstown Community School Bylaws & Policies

5200 - ATTENDANCE

The educational program offered by this District is predicated upon the presence of the student and requires continuity of instruction and classroom participation. Attendance shall be required of all students enrolled in the schools during the days and hours that the school is in session or during the attendance sessions to which s/he has been assigned.

In accordance with statute, the Superintendent may require, from the parent of each student of compulsory school age or from an adult student who has been absent from school or from class for any reason, a written statement of the cause for such absence. The Board of Education reserves the right to verify such statements and to investigate the cause of each single absence or prolonged absence.

Repeated infractions of Board policy on attendance may result in suspension or expulsion.

The Board considers the following factors to be reasonable excuses for time missed at school:

- A. personal illness (a written physician's statement verifying the illness may be required)
- B. illness in the family necessitating the presence of the child
- C. quarantine of the home
- D. death in the family
- E. necessary work at home due to absence or incapacity of parent(s)/guardian(s)
- F. observation or celebration of a bona fide religious holiday
- G. out-of-state travel (up to a maximum of four (4) days per school year) to participate in a District-approved enrichment or extracurricular activity
Any classroom assignment missed due to the absence shall be completed by the student.
- H. such good cause as may be acceptable to the Superintendent
- I. medically necessary leave for a pregnant student in accordance with Policy 5751

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.

The Board shall consider each student assigned to a program of other guided learning experiences to be in regular attendance for the program provided that s/he reports to such staff member s/he is assigned for guidance at the place in which s/he is conducting study, and regularly demonstrates progress toward the objectives of the course of study.

The Superintendent may excuse a student over fourteen (14) years of age from attendance at school for a future limited period for the purpose of performing essential work directly or exclusively for his/her parents or guardians. Such excuse should not exceed five (5) days and may at the discretion of the Superintendent be renewed for five (5) additional days. At no time, however, shall such excuse cause a student to be absent from school for a period of more than ten (10) consecutive days.

At the discretion of the Superintendent or his/her designee, a student may be excused for a longer period of time than ten (10) days if a child's parent or guardian has recently died or become totally or partially incapacitated and there is no older brother or sister living in the home who is out of school. (The Superintendent may request a certificate of a physician attesting to the physical condition of the parent or guardian.)

6/28/2016

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A student will be considered habitually truant if the student is absent without a legitimate excuse for five (5) or more consecutive school days, for seven (7) or more school days in one (1) month, or twelve (12) or more school days in one (1) school year.

A student will be considered chronically truant if the student is absent without a legitimate excuse for seven (7) or more consecutive school days, for ten (10) or more school days in one (1) month, or for fifteen (15) or more school days in one (1) year.

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

- A. the student was enrolled in another school district;
- B. the student was excused from attendance in accordance with R.C. 3321.04; or
- C. the student has received an age and schooling certificate.

If a student is habitually truant and the student's parent has failed to cause the student's attendance, the Board authorizes the Superintendent to file a complaint with the Judge of the Juvenile Court and/or to take any other appropriate intervention actions as set forth in this Board's policy.

If a student is chronically truant and the student's parent has failed to cause the student's attendance, the Board authorizes the Superintendent to file a complaint with the Judge of the Juvenile Court.

In order to address the attendance practices of a student who is habitually truant, the Board authorizes the Superintendent to take any of the following intervention actions:

- A. assign the student to a truancy intervention program
- B. provide counseling to the student
- C. request or require the student's parent to attend a parental conference
- D. request or require a parent to attend a truancy prevention mediation program
- E. take appropriate legal action
- F. assignment to an alternative school (Note: If the District has established an alternative school, it must appear as an alternative intervention strategy.)

The Superintendent is authorized to establish an educational program for parents of truant students which is designed to encourage parents to ensure that their children attend school regularly. Any parent who does not complete the program is to be reported to law enforcement authorities for parental education neglect, a fourth class misdemeanor if found guilty.

Whenever any student of compulsory school age has ten (10) consecutive days or a total of fifteen (15) days of unexcused absence from school during any semester, s/he will be considered habitually absent. The Board authorizes the Superintendent to inform the student and his/her parents, guardian, or custodian of the record of excessive absence as well as the District's intent to notify the Registrar of Motor Vehicles, if appropriate, and the Judge of the Juvenile Court of the student's excessive absence.

R.C. 3313.664, 3321.01 et seq., 3321.13(B)(2), 3321.19, 3321.191, 3321.22

R.C. 3321.38, 3323.041, 3331.05

A.C. 3301-35-03(G), 3301-47-01, 3301-69-02

Revised 3/8/08

Revised 5/08

Revised 1/14/10

Revised 7/28/11

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Absence

According to Ohio State Law, a child may be absent from school with the permission of a parent/guardian for the following reasons: personal illness, illness in the family (when a child's help is urgently needed), death of a relative, quarantine, observance of religious holiday, and family emergency or set of circumstances which constitute good and just cause. Students are expected to maintain a 96% attendance record for the year. This means coming to school 175 days out of 183.

When a student is absent, parents must call the office before 9:30 to give the reason for and approximate length of the absence. If a call is not received by 9:30, the school will attempt to contact the parent and keep a written record of the telephone calls. The parents must also send a note to the teacher giving the dates and reason for absence when the student returns to school.

Homework requests for an absent child must be made by 9:30. Work may be sent home with a relative, friend, or picked up at the school office but not before 3:00. If homework is not requested by 9:30 on the day a child is absent it will not be available until the following day. Absences are either excused or unexcused. On the 11th unexcused absence a student, parent/s and/or guardians will be referred to the Mahoning County Juvenile Justice Center (see form on page 20a).

Excessive Absence

The school calendar provides for 183 days of instruction. Students are expected to attend except in circumstances where absence is permitted as enumerated above. Unnecessary absence should be avoided. Therefore, doctor or dentist appointments and vacations should be planned for after school hours or on days when school is not in session. Parents are advised to consult the school calendar, which indicates vacation periods and free days.

Regular attendance is a serious parental obligation. Irregular attendance may cause the student to miss important lessons and may result in poor grades and lack of enthusiasm for school. Should repeated absence occur (even for one of the reasons above) written notification will be sent to the parent. Should attendance continue to be inconsistent, notification will be sent to JJC for a hearing.

Tardiness

Parents are expected to cultivate the habit of punctuality and responsibility in their children since tardiness interferes with the child's progress in school and disrupts the classroom teaching. Students who arrive in the building after 8:30 a.m. are **tardy** and **must report** directly to the office with a parent or guardian to be given a tardy slip. Our security person directs all students directly to the office once the 8:30 bell has rung.

Early Excusals

Medical and dental appointments should be arranged for after school hours or during vacation periods. If a child must leave school during the school day, a note must be sent to the school office. The note must be **signed, dated** and include all the necessary information. Students will come to and remain in the office until his/her parent comes in to sign him/her out. Upon the student's return a note from the doctor or dentist must be presented to the office. **An absence of**

Attachment 6



Youngstown Community School Academic Plan

Educational Programming

Vision/Mission

Youngstown Community School provides an excellent educational choice to meet and exceed the unique potential of all students. Through academics, character development, and technology we prepare students to meet the challenges of the 21st century.

Educational Philosophy

Youngstown Community School believes that each student is good, that each student can and will learn the academics necessary to become a good citizen, that each student will incorporate Values into every day living. Youngstown Community School also believes in its parents who trust the administration and staff and have seen for themselves that their child is in a safe, loving and happy environment with lots of learning. Youngstown Community School believes its teachers are here to teach, to instill good attitudes and most of all to really care about each child. Its ratio of teacher to students is 1:12 in each kindergarten and 1:16 in grades 1 thru 6 and 2:24 in grade 7.

Youngstown Community School is committed to provide an educational environment where the atmosphere created is one of care, concern and acceptance of all. It seeks to develop the full potential of each child: physically, intellectually, socially, culturally, emotionally and attitudinally.

In keeping with our philosophy, Youngstown Community School directs its activities and teaching toward high but attainable goals. Each teacher is expected to be involved in teaching the instructional program throughout the entire day.

Ohio Community School

Youngstown Community School is a community school established under Chapter 3314 of the Revised Code. The school is a public school and students enrolled in and attending the school are required to take the State AIR tests and other examinations/tests prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law.

Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter, contact the school administration or the Ohio Department of Education.

Courses of Study

Courses of Study for all subjects taught at Youngstown Community School are in accordance with the directives of the Department of Education, State of Ohio, with emphasis on the Common Core Standards. These are on file in the school office.

Curriculum & Learning Opportunities

The students in Kindergarten through Grade 7 receive instruction in Integrated Language Arts, Math, Science, Social Studies, Computer, Art, Music, Physical Education, and Social Skills. All content is taught through mental modeling and a discovery learning approach with teachers as facilitators for students learning. Content teachers model thinking that the students can understand and they provide immediate opportunities to apply what they have learned in the classroom. Students often explain their own models aloud to clarify the process for them and allow for the teachers to assess their understanding. Additionally, the discovery learning approach is one that focuses on students' personal experiences as the foundation for conceptual development. Our teachers often first provide their students with the opportunities for experiences they need in the context of discovery. Our students are encouraged to find the information for themselves through the shared experiences. Discovery learning channels the natural inquisitiveness of children, which is an important concept for staff at YCS.

The Literacy Collaborative Framework in our adopted framework for teaching reading and writing, with integration of Ohio Learning Standards in Science and Social Studies in the daily literacy block. Youngstown Community School has partnered with Ohio State University and Mahoning County Educational Service Center to bring the program to our students in grades K-7. We are part of the 21st Century Grant with 9 Mahoning County School Districts to implement Literacy Collaborative in our school. Literacy Collaborative is a comprehensive school reform project that invests in teachers through long-term professional development (2 coaches hired to provide on-going PD to teachers). The framework provides students with direct instruction based upon their needs and their individual reading/writing levels. There is a gradual release of instruction to students (demonstration and explicit teaching to guided practice to independent problem solving) as they increase their knowledge and skills in the areas of reading and writing.

Primary (K-2) Components Reading Workshop <ul style="list-style-type: none">• Guided Reading	Intermediate (3-7) Components Reading Workshop <ul style="list-style-type: none">• Independent Reading
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<ul style="list-style-type: none"> • Managed Independent Learning <p>Writing Workshop</p> <ul style="list-style-type: none"> • Writing Conferences • Independent Writing • Guided Writing • Small Group Interactive Writing <p>Language & Word Study</p> <ul style="list-style-type: none"> • Interactive Read Aloud • Shared Reading • Community Writing (Shared Writing & Interactive Writing) • Phonics/Word Study/Spelling • Storytelling <p>Handwriting</p>	<ul style="list-style-type: none"> • Guided Reading • Literature Study <p>Writing Workshop</p> <ul style="list-style-type: none"> • Independent Writing • Guided Writing • Investigations <p>Language & Word Study</p> <ul style="list-style-type: none"> • Interactive read Aloud • Word Study • Modeled or Shared Reading / Writing • Readers' Theater / Process Drama • Choral Reading • Poetry Sharing / Response • Interactive Edit / Vocabulary • Test Reading and Writing
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Everyday Mathematics is our selected curriculum for grades K-5. Each grade of the *Everyday Mathematics* curriculum is carefully designed to build and expand a student's mathematical proficiency and understanding. Our goal, through the implementation of the program, is to build powerful mathematical thinkers. Our teachers utilize concrete, real-life examples in everyday learning opportunities. Additionally, repeated exposures to mathematical concepts and skills to develop children's ability to recall knowledge from long-term memory are delivered in a spiraling curriculum through the year. Frequent practice of basic computation skills to build mastery of procedures and quick recall of facts, often through games and verbal exercises, are part of the *Everyday Mathematics* lessons, and students are encouraged to use of multiple methods and problem-solving strategies to foster true proficiency and accommodate different learning styles.

digits is our selected curriculum for grades 6 and 7. Powered by technology, *digits* delivers an effective, multi-layered approach to our students in grades 6 and 7. Personalized student-centered learning is foundation of the math curriculum, with teachers providing tailored response necessary for students of varying abilities. Our teachers are able to provide point-of-need intervention to get students back on track and prevent on-level students from falling behind. Scaffolded homework with immediate feedback and grading is provided to all of our middle grade learners as well. The implementation requires Readiness Assessments that generate individual study plans for all students, then targeted intervention is then offered to learners who are below grade level, which includes review content before moving to on-level instruction. This

proactive approach ensures that learners are able to make the right mathematical connections and better comprehend new, on-level content.

Evaluating Student Achievement

Student achievement is monitored based on objectives stated in the YCS Course of Study and the Common Core Standards. They are incorporated into the teacher's plan for daily instruction. Procedures for evaluating student achievement include the following: teacher's observation of student responses, directed activities, quizzes, tests, participation in discussions, experiments, projects, oral and written reports, assignments and written classwork as well as other appropriate means to measure achievement in the particular subject on a given grade level. Scores from the STAR Tests and other State tests also indicate students' performance levels.

Standardized Testing

Students participate in the following standardized testing program at YCS:

1. Kindergarten - 7th grade STAR Testing (at least 3 times a year)
2. Grades K - 7 will take Ohio State mandated tests according to the time given by the Ohio Department of Education. These tests may be diagnostic (K-3), Kindergarten Readiness Assessment (KRA), and AIR (3-7).

Report Cards & Progress Reports

Students in all grade levels receive a report card at the end of each quarter. Report cards will be given at the fall & winter parent conferences. Students will take them home after the 3rd & 4th quarters. Report cards provide parents with tangible evidence of their child's growth and development and promote mutual understanding and helpfulness between home and school. The grading scale for YCS includes but is not limited to the following areas: daily work, class participation, test scores, and homework.

Progress Reports are mailed mid-quarter for students in grades K - 7. These reports are issued to alert parents to the child's progress as well as suggest ways that parents may assist the student at home. Areas of difficulty, as well as satisfactory progress, are noted. Teachers in all grades communicate regularly with parents through packets of papers sent home weekly and Class DOJO. Attendance and tardiness are also included on the Progress Report.

Grading Scale

A = 93-100%

B = 85-92%

C = 75-84%

D = 67-74%

F = 0-66

Student Intervention Team (SIT)

The Student Intervention Team (SIT) is a building team designed to support students, parents, and teachers. The team consists of school personnel including administrators, teachers, and counselors who will work together to identify possible interventions to help your child experience greater success in school.

The team will determine what information is needed for the assessment process based upon student needs and state and federal guidelines. At this point parents are provided with information regarding their procedural safeguards related to special education. No testing will occur without parental consent. Not all special education assessments result in special education identification. A child may be found to not have a disability after the assessment process. The information obtained during the assessment process may allow for the team to develop additional interventions to support your child's needs.

Section 504

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act provide that no individual will be discriminated against on the basis of a disability. This protection applies not just to the student, but all individuals who have access to the district's programs and facilities.

Special Education Services

The Youngstown Community School District provides special education services to students identified with disabilities through the multi-factored evaluation process. If a disability is identified, the child can begin receiving the appropriate special education and related services through an Individual Education Plan (IEP). The IEP is developed with classroom teachers, intervention specialist and parent input. Parents are encouraged to be an active participant in the process.

Youngstown Community employs one full time intervention specialist that works with students that have been identified as a student with a disability. Students are provided with special education services in the least restrictive environment (LRE). LRE refers to the setting where a child with a disability can receive an appropriate education designed

to meet his or her educational needs, alongside peers without disabilities to the maximum extent appropriate. Youngstown Community School believes in the inclusion of students with disabilities in the general education classroom to the maximum extent possible. There will be times when students with disabilities will need intensive instruction and will be provided instruction in a resource room to target their needs.

Speech and Language Services

At Youngstown Community School all kindergarten will be screened for possible speech deficiencies. Students that display speech delays will be referred to the Intervention Assistance Team.

Psychological Services

A school psychologist is available for individual testing and some counseling. The special education coordinator may arrange small group and/or individual counseling.

Additional Support Services

Nursing Services - A school nurse is available daily for medical services to the students as well as medical screening determined by the school. The following procedures are performed during the school year at different grade levels: Vision screening, Body Mass Index (BMI), Foot Exams, Hearing screening, Scoliosis screening, Dental Sealant and Dental Exams.

School Counseling Services – The school counselor strives to enhance the learning of all students. Through alignment with the American School Counselor Association's Student Standards, school counselors create a comprehensive program that addresses students' needs within three developmental domains: Academic, Social-Emotional, and Career.

The school counselor will provide direct services through school-wide programs, classroom lessons, small group counseling, and brief, solution focused individual counseling. (Please be aware that school counseling services are not long term therapy. Parents requesting long term services will be provided with a list of community agencies/resources that may be of assistance). Students may be referred to the school counselor by parents, teachers, administrators, or through self-referral.

In addition to direct services, the school counselor also provides numerous indirect services through consultation and collaboration with all stakeholders. The school counselor coordinates the Student Intervention Team (SIT), which is responsible for creating interventions to assist students with academic and behavior concerns prior to special education referrals, as well as Section 504 plans, and the MindUP Program. She also serves as the homeless liaison for our school.

YCS Academic Goals & Strategies

Goal: By June 2019, the Youngstown Community School will increase student performance by the following: (1) increase in performance index by decreasing the number of students that are Limited and basic by at least 5% annually over the next three years, (2) receive a 'C' or better in two of the next three years in annual measurable objectives (AMO), and (3) increase overall progress of Lowest 20% to a 'c' or better annually over the next three years

Strategy 1: Improve core instruction through implementation of research based practices and a rigorous curriculum measured by district wide assessment structure, reflective of the Ohio Learning Standards.

Strategy 2: Implement a multi-tiered system of support to meet the academic, behavioral and social emotional needs of all students.

Strategy 3: Increase family and community engagement

YCS Focused Plan

Please see the following pages.



YOUNGSTOWN COMMUNITY SCHOOL FOCUS PLAN 2016 - 2019

SMART GOALS

GOAL TARGET AREA: ACADEMICS

By June 2019, the Youngstown Community School will increase student performance by the following:

- increase in performance index by decreasing the number of students that are Limited and basic by at least 5% annually over the next three years
- receive a 'C' or better in two of the next three years in annual measurable objectives (AMO)
- Increase overall progress of SWD to a 'c' or better annually over the next three years (D)

STRATEGIES

STRATEGY 1: IMPROVE CORE INSTRUCTION THROUGH IMPLEMENTATION OF RESEARCH BASED PRACTICES AND A RIGOROUS CURRICULUM MEASURED BY A DISTRICT WIDE ASSESSMENT STRUCTURE, REFLECTIVE OF THE OHIO LEARNING STANDARDS.

STRATEGY 2: IMPLEMENT A MULTI-TIERED SYSTEM OF SUPPORT TO MEET THE BEHAVIORAL AND SOCIAL EMOTIONAL NEEDS OF ALL STUDENTS

STRATEGY 3: INCREASE FAMILY AND COMMUNITY ENGAGEMENT

STRATEGIES, INDICATORS AND PROGRESS MEASURES	
--	--

STRATEGY 1: IMPROVE CORE INSTRUCTION THROUGH IMPLEMENTATION OF RESEARCH BASED PRACTICES AND A RIGOROUS CURRICULUM MEASURED BY A DISTRICT WIDE ASSESSMENT STRUCTURE, REFLECTIVE OF THE OHIO LEARNING STANDARDS.

[illegible]

[illegible]

Implementation Details

[illegible]

STRATEGIES, INDICATORS AND PROGRESS MEASURES	
--	--

STRATEGY 2: IMPLEMENT A MULTI-TIERED SYSTEM OF SUPPORT TO MEET THE BEHAVIORAL AND SOCIAL EMOTIONAL NEEDS OF ALL STUDENTS

[illegible]

Implementation Details

[illegible]

Implementation Details

[illegible]

Attachment 7

This section must be an accurate account of expected enrollment, growth, income and expenditures so it will be easier for the Applicant to incorporate into Attachments 9.2, 9.3 and 9.5 of the final Jefferson County ESC Community School Contract.

There will be no consideration of approval for an applicant employing or contracting with a treasurer or fiscal officer who has an affiliation with a school that currently has a finding for recovery or has an unauditable status.

7. FACILITIES

Provide information on your facilities in narrative form using the text box below. If applicant prefers to upload responses as a separate document, please use the questions/statements below in organizing the written narrative. Identify whether or not the Applicant has a building to be used, or describe the building in which the Applicant desires to secure including square footage, number of classrooms, maximum capacity or any specific needs.

Language in this section should be accurate and concise so it will be easier for the Applicant to incorporate into Attachments 5.1 and 10.1 of the final Jefferson County ESC Community School Contract. The Jefferson County ESC will conduct a site visit prior to approval of application.

Site Specifics-Describe the facility and its location, including the address, site plan, and floor plan (if available). Indicate whether the property and/or facility is leased or purchased (including length of terms) as available.

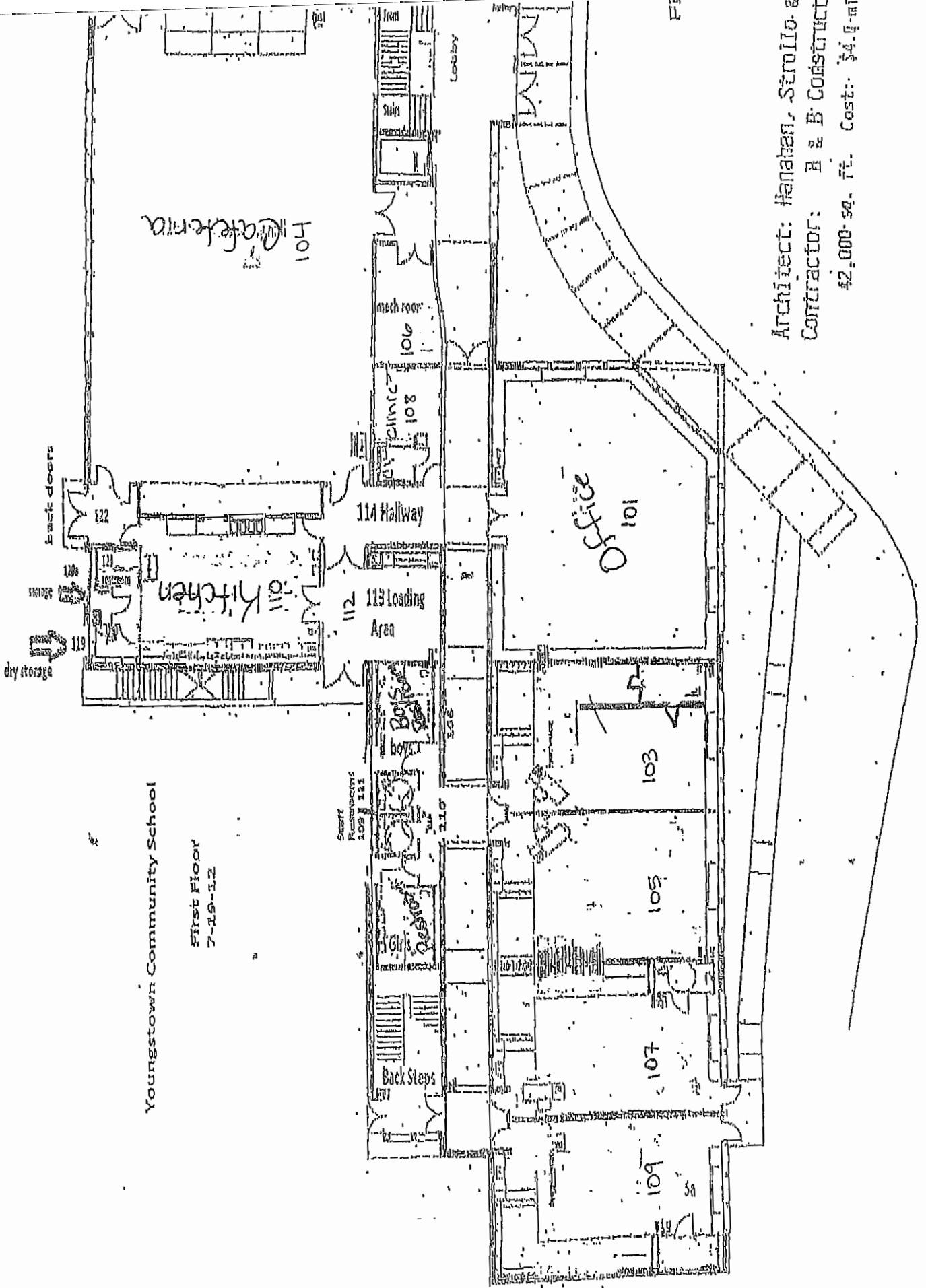
If the facility has been or is currently being secured via mortgage or lease, please provide a copy of the purchase agreement or lease ensuring the following information is included or detailed in the narrative as available:

- Cost of the land and building
- The entity or individual that owns the property
- If the facility is a permanent or temporary site
- Whether the facility is a new construction or was a retrofit
- How the new construction or retrofit is financed
- Whether the owner/lessee is a party to this application

Provide a copy of the Insurance Declaration Sheet. If the facility is not yet secured, it must be acknowledged that Jefferson County ESC and Charter School Specialists will be an additional insured on the policy in the amounts as stated and required by contract.

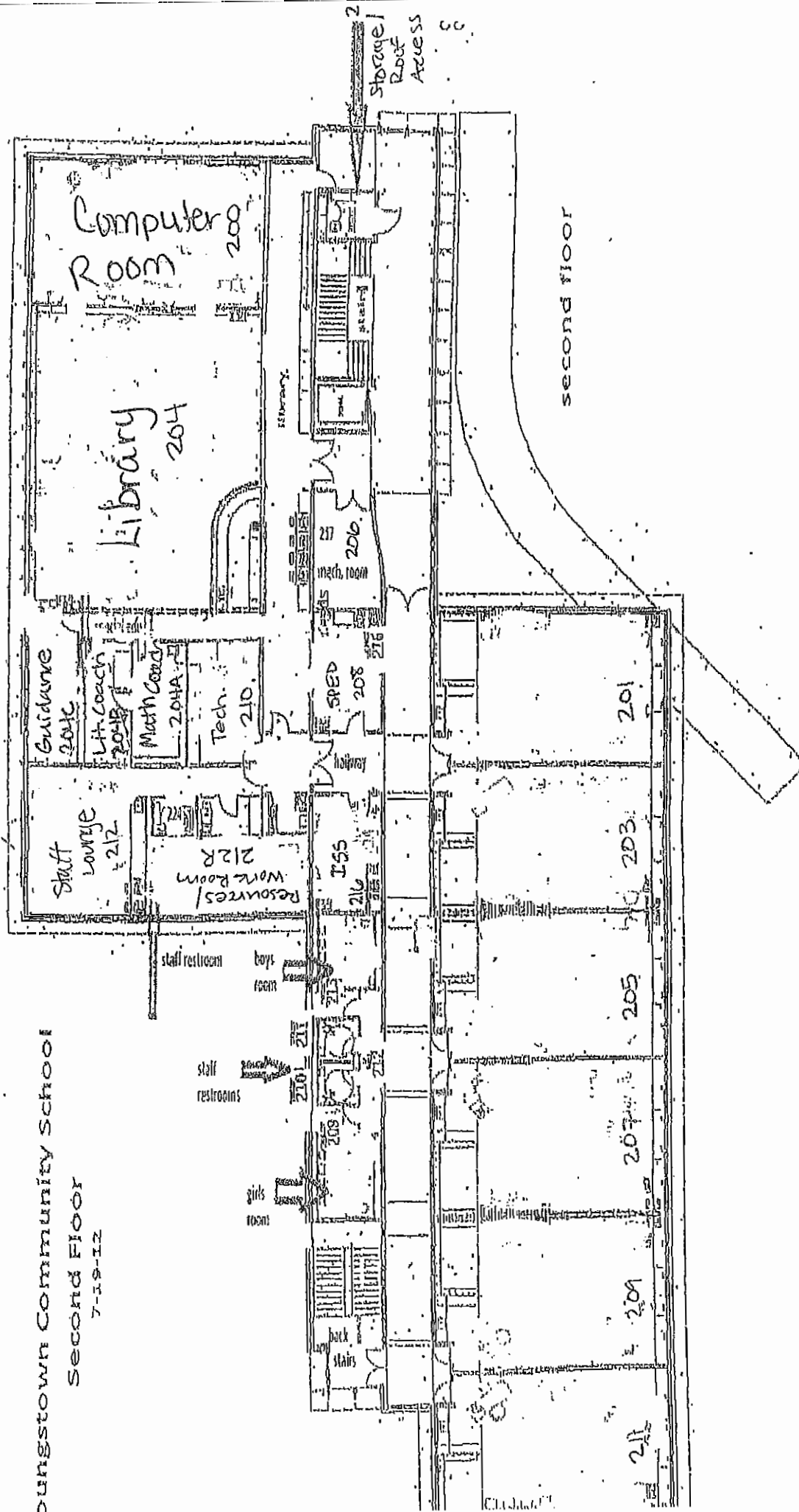
*SEE ATTACHED DOCUMENTATION FOR FLOOR PLAN

YCS is a K-6 building that is located at 50 Essex Street, Youngstown, Ohio 44502. Currently, the building is leased through Sr. Jerome's Schools. The cost of the land is \$51,960, and the Market Improved Value of the building is currently \$5,261,700. The cost to build the building in 2001-2002 was \$4,000,000. It is owned by Sr. Jerome's Schools and is a permanent facility. The building was a new construction that started in 2001, and it was completed in 2002. It was partially financed through the bank. Sr. Jerome's Schools is not a party to this application.



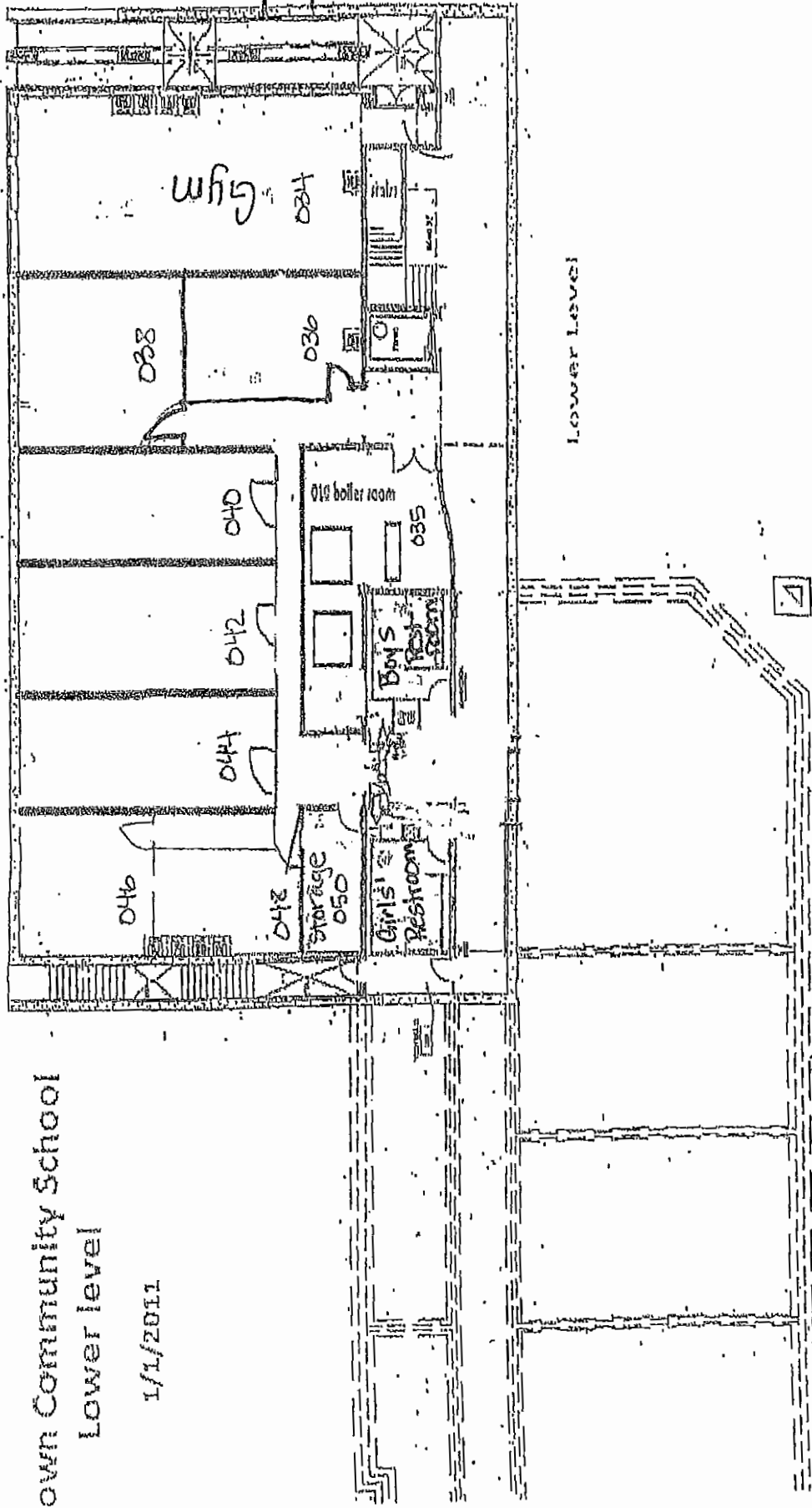
Architect: Hanahan, Scullio &
Contractor: B & B Construction
42,000 sq. ft. Cost: \$4.4-million

Youngstown Community School
Second Floor
7-19-12

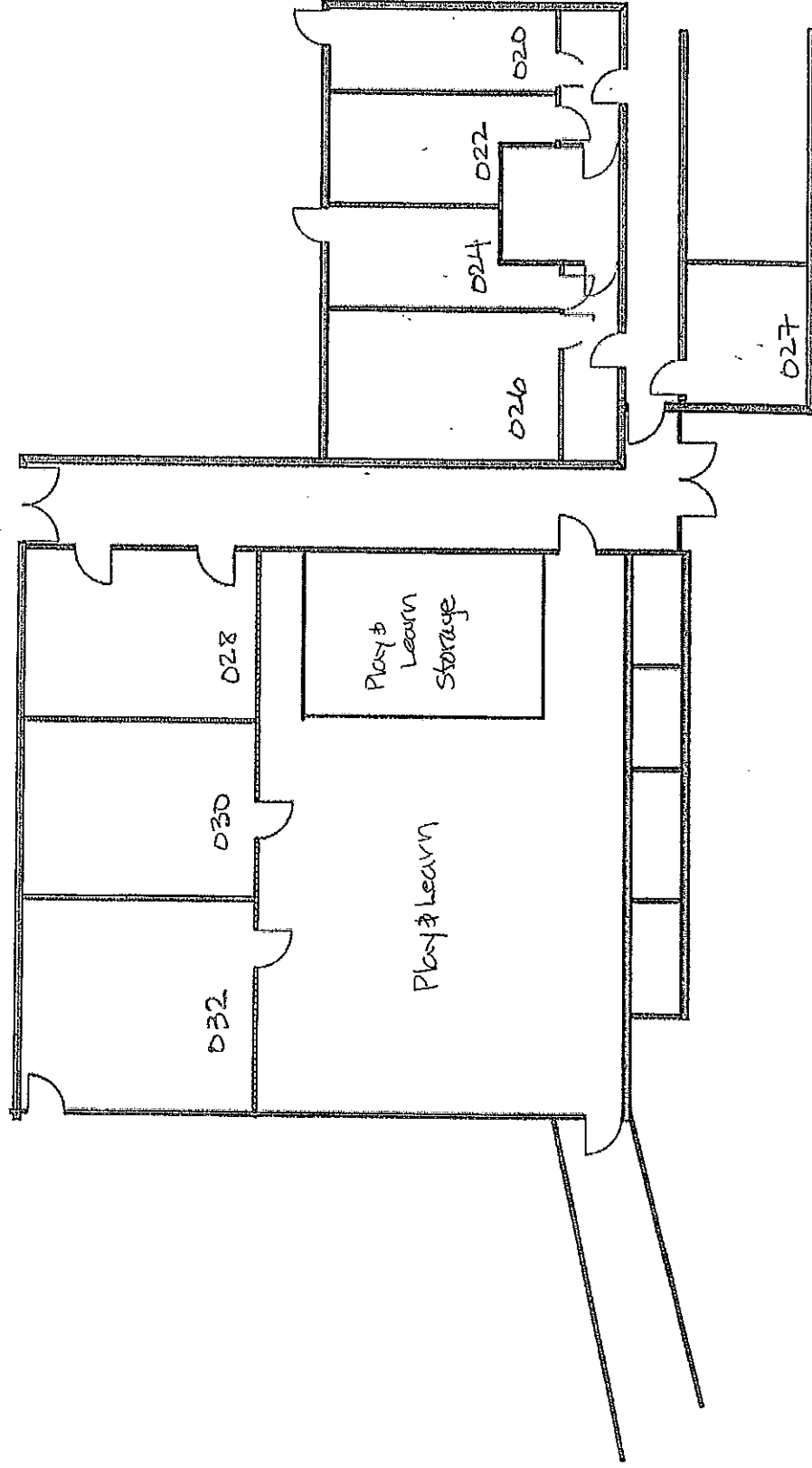


Town Community School
Lower level

1/1/2011



Youngstown Community /
Mill Creek Level



Property Information

Property Number	53-049-0-380.00-0	Property Address:
Owner Name	DEVELOPING POTENTIAL INC DTE#ZE0847&AE1838&HE2692	44 ESSEX ST
Owner Address	AD9404012 9508037 0207043 SEE TAXABLE PA 380.0-0T	
Tax Set	53 YOUNGSTOWN CITY YOUNGSTOWN CSD	Tax Payer Address:
School District	5014 YOUNGSTOWN CSD	DEVELOPING POTENTIAL INC
Neighborhood	61200 South Side	44 ESSEX ST
Use Code	680 Charities,Hospitals,Retir Home	YOUNGSTOWN OH 44502
Acres	.00000	USA
Description		
LOT 61888 655.94 X 501.89 IRR REP OF YO CITY LOTS 61888 & OL 522		

Assessment Info		Current Value		Recent Transfer	
Board of Revision	N	Mkt Land Value	\$51,960	Valid Sale	N
Homestead/Disability	N	CAUV	\$0	# Parcels	1
Owner Occupied	N	Mkt Impr Value	\$5,261,700	Deed Type	RP-REPLAT
Divided Property	N	Total	\$5,313,660	Amount	\$0
New Construction	N	Current Tax		Sale Date	2/23/1998
Foreclosure	N	Annual Tax *	\$2.96	Conveyance	9999
Other Assessments	Y	Paid **	\$0.00	Deed #	
Front Ft.	0	Delq	\$0.00		

<< Previous Card Card 1 of 2 Next Card >>

680 Charities,Hospitals,Retir Home Building Section 001 Occupancy 001

Year Built	2001	Year Remodel	0	Occupancy	High School (Entire)
# Stories	1	Story Height	12	Use Code	680
Section Area	16923	Perim/Shape	3		

680 Charities,Hospitals,Retir Home Building Section 002 Occupancy 001

Year Built	2001	Year Remodel	0	Occupancy	High School (Entire)
# Stories	1	Story Height	11	Use Code	680
Section Area	17036	Perim/Shape	3		

Land

Land Type	Acres	Square Ft.	Actual Frontage	Eff. Frontage	Depth	No Of Units	Value
A1Primary Site	3.46400	0	.00000	.00000		0	\$51,960

CAUV Land

No CAUV Land On This Property

Card - 1

Card - 2

Improvements

IMPR Type	Description	Area	Length	Width	Year Built
Addition	Superstructure	288 SQ FT			
Addition	Superstructure	210 SQ FT			
Addition	Superstructure	1200 SQ FT			
Other Improvement	Fencing	135	0	0	2001

Attachment 8

Youngstown Community School Bylaws & Policies

5610 - REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS

The Board of Education recognizes that exclusion from the educational program of the schools, whether by emergency removal, out-of-school suspension, expulsion, or permanent exclusion, is the most severe sanction that can be imposed on a student in this District, and one that cannot be imposed without due process. However, the Board has zero tolerance of violent, disruptive or inappropriate behavior by its students.

No student is to be removed, suspended out-of-school, expelled and/or permanently excluded unless his/her behavior represents misconduct as specified in the Student Code of Conduct approved by the Board. The Code shall also specify the procedures to be followed by school officials when implementing such discipline. In addition to the procedural safeguards and definitions set forth in this policy and the student/parent handbook, additional procedures and considerations shall apply to students identified as disabled under the IDEA, ADA, and/or Section 504 of the Rehabilitation Act of 1973. [See Policy 2465, "Suspension/Expulsion of Disabled Students."]

Students may be subject to discipline for violation of the Student Code of Conduct Code even if that conduct occurs on property not owned or controlled by the Board but where such conduct is connected to activities or incidents that have occurred on property owned or controlled by the Board, or conduct that, regardless of where it occurs, is directed at a District official or employee, or the property of such official or employee.

For purposes of this policy and the Student Code of Conduct, the following shall apply:

- A. "Emergency removal" shall be the exclusion of a student who poses a continuing danger to District property or persons in the District or whose behavior presents an on-going threat of disrupting the educational process provided by the District. (See Policy 5610.03 "Emergency Removal")
- B. "Suspension" shall be the temporary exclusion of a student by the Superintendent, principal, assistant principal, or any other administrator from the District's instructional program for a period not to exceed ten (10) school days. Suspension may extend beyond the current school year, if at the time a suspension is imposed, fewer than ten (10) days remain in the school year. The Superintendent may apply any or all of the period of suspension to the following year. The procedures for suspension are set forth in the Student Code of Conduct and Board Policy 5611 "Due Process Rights".
- C. "Expulsion" shall be the exclusion of a student from the schools of this District for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in a semester or term in which the incident that gives rise to the expulsion takes place or for one (1) year as specifically provided in this policy and the Student Code of Conduct. Only the Superintendent may expel a student. The procedures for expulsion are set forth in the Student Code of Conduct and Board Policy 5611 "Due Process Rights".

1. Firearm or Knife

Unless a student is permanently excluded from school, the Superintendent shall expel a student from school for a period of one (1) year for bringing a firearm or knife to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-

curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except that the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. Similarly, the Superintendent shall expel a student from school for a period of one (1) year for possessing a firearm or knife at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. The expulsion may extend, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place. The Superintendent shall refer any student expelled for bringing a firearm (as defined in 18 U.S.C. 921(a)(3)) or weapon to school to the criminal justice or juvenile delinquency system serving the District.

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 weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device (including sharp, metal martial arts weapons such as a ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury.

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

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);
- b. The degree of culpability given the age of the student and its relevance to the misconduct and/or punishment and/or evidence regarding the probable danger posed to the health and safety of others, including evidence of the student's intent and awareness regarding possession of the firearm or knife; and/or
- c. The academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

2. Violent Conduct

If a student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act:

- a. would be a criminal offense if committed by an adult;

and

- b. results in serious physical harm to person(s) as defined in Revised Code Section 2901.01(A)(6), or to property as defined in Revised Code Section 2901.01(A)(6)

the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);

or

- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the suspension or expulsion, there are fewer days remaining in the school year than the number of days of the suspension or expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

3. **Bomb Threats**

If a student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat, the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion,

6/28/2016

Youngstown Community School

reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, for the following reasons:

- a. for students identified as disabled under the IDEA, ADA, and Section 504 of the Rehabilitation Act of 1973, upon recommendation from the group of persons knowledgeable of the student's educational needs;

or

- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the suspension or expulsion, there are fewer days remaining in the school year than the number of days of the suspension or expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

- D. "Permanent exclusion" shall mean the student is banned forever from attending a public school in the State of Ohio. (See Policy 5610.01)

If a student is expelled for more than twenty (20) school days or for any period of time that extends into the next school year, the Superintendent shall provide the student and his/her parents with the names, addresses, and telephone numbers of those public or private agencies in the community which offer programs or services that help to rectify the student's behaviors and attitudes that contributed to the incident(s) that caused the expulsion.

If the Superintendent 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. Any such suspension must comply with due process and the Student Code of Conduct.

The Board authorizes the Superintendent to provide for options to suspension/expulsion of a student from school which may include alternative educational options.

The Superintendent shall initiate expulsion proceedings against a student who has committed an act that warrants expulsion under Board policy even if the student withdraws from school prior to the hearing or decision to impose the expulsion. The expulsion must be imposed for the same duration it would have been had the student remained enrolled.

The Board may temporarily deny admittance to any student who has been expelled from the schools of another Ohio district or an out-of-state district, if the student's expulsion period set by the other district has not expired. The expelled student shall first be offered an opportunity for a hearing. This provision also applies to a student who is the subject of a power of attorney designating the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's grandparent and is seeking admittance into the schools of this District in accordance with Policy 5111.

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

R.C. 2919.222, 3313.534, 3313.649, 3313.66, 3313.661, 3313.662, 3313.663

R.C. 3313.664, 3321.13 (B)(3) and (C), 3327.014

18 U.S.C. Section 921,

20 U.S.C. 3351, 20 U.S.C. 7151, 20 U.S.C. 8921

Revised 3/03

Revised 7/8/04

Revised 3/06

Attachment 9

FIVE YEAR FORECAST

FY18 - 5/18 submission
 IRN No.: 134072
 Type of School: Charter School

County: Mahoning

School Name: Youngstown Community School

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

For the Fiscal Years Ended 2013 through 2017, Actual and
 the Fiscal Years Ending 2018 through 2022, Forecasted

	Actual					Forecasted				
	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Operating Receipts										
State Foundation Payments (3110, 3211)	\$2,503,955	\$2,471,899	\$2,703,889	\$2,657,706	\$ 2,556,081	\$ 2,806,788	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
Charges for Services (1500)	\$552	\$372	\$315	\$325	565	-	-	-	-	-
Fees (1300, 1600, 1700)	\$4,444	\$11,905	\$8,475	\$9,843	2,777	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190, 5300)	\$16,867	\$41,947	\$34,602	\$23,072	27,743	20,000	20,000	20,000	20,000	20,000
Total Operating Receipts	\$ 2,525,818	\$ 2,526,123	\$ 2,747,282	\$ 2,690,947	\$ 2,587,166	\$ 2,826,788	\$ 3,020,000	\$ 3,020,000	\$ 3,020,000	\$ 3,020,000
Operating Disbursements										
100 Salaries and Wages	\$1,921,023	\$1,771,500	\$1,782,294	\$1,851,202	\$ 1,940,235	\$ 1,992,825	\$ 2,029,246	\$ 2,089,671	\$ 2,151,908	\$ 2,216,012
200 Employee Retirement and Insurance Benefits	\$595,723	\$501,876	\$543,016	\$549,944	652,562	713,665	747,372	767,619	788,473	809,954
400 Purchased Services	\$933,260	\$896,026	\$868,240	\$941,354	871,736	915,718	943,190	971,485	1,000,630	1,030,649
500 Supplies and Materials	\$189,021	\$188,200	\$265,283	\$211,727	242,610	222,343	229,014	235,864	242,960	250,249
600 Capital Outlay -New	\$3,847	\$14,279	\$2,071	\$13,686	13,025	23,000	20,000	20,000	20,000	20,000
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-	-	-
800 Other	\$32,556	\$31,447	\$27,556	\$31,595	20,424	29,650	30,540	31,456	32,399	33,371
819 Other Debt	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 3,675,431	\$ 3,403,329	\$ 3,488,459	\$ 3,599,509	\$ 3,740,592	\$ 3,897,202	\$ 3,999,361	\$ 4,116,115	\$ 4,236,371	\$ 4,360,235
Excess of Operating Receipts Over (Under)										
Operating Disbursements	\$ (1,149,613)	\$ (877,206)	\$ (741,177)	\$ (908,562)	\$ (1,153,426)	\$ (1,070,414)	\$ (979,361)	\$ (1,096,115)	\$ (1,216,371)	\$ (1,340,235)
Nonoperating Receipts/(Disbursements)										
Federal Grants (all 4000 except fund 532)	\$738,646	\$819,744	\$833,874	\$857,181	\$ 734,914	\$ 785,349	\$ 785,349	\$ 785,349	\$ 785,349	\$ 785,349
State Grants (3200, except 3211)	\$8,065	\$5,732	\$7,126	\$7,259	7,105	7,200	7,200	7,200	7,200	7,200
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-	-	-
Donations (1820)	\$177,997	\$177,023	\$122,000	\$133,524	24,165	-	-	-	-	-
Interest Income (1400)	\$3,575	\$2,919	\$2,921	\$3,612	4,311	4,100	3,500	2,700	1,350	-
Debt Proceeds (1900)	-	-	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 928,283	\$ 1,005,419	\$ 965,921	\$ 1,001,575	\$ 770,495	\$ 796,649	\$ 796,049	\$ 795,249	\$ 793,899	\$ 792,549
Excess of Operating and Nonoperating Receipts										
Over/(Under) Operating and Nonoperating Disbursements	\$ (221,330)	\$ 128,213	\$ 224,744	\$ 93,013	\$ (382,931)	\$ (273,765)	\$ (183,312)	\$ (300,866)	\$ (422,472)	\$ (547,686)
Fund Cash Balance Beginning of Fiscal Year	\$1,733,553	\$1,512,223	\$1,640,436	\$ 1,865,180	\$ 1,958,194	\$ 1,575,263	\$ 1,301,498	\$ 1,118,186	\$ 817,320	\$ 394,849
Fund Cash Balance End of Fiscal Year	\$ 1,512,223	\$ 1,640,436	\$ 1,865,180	\$ 1,958,194	\$ 1,575,263	\$ 1,301,498	\$ 1,118,186	\$ 817,320	\$ 394,849	\$ (152,837)

Assumptions

FIVE YEAR FORECAST

	Actual					Forecasted				
	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
	Actual					Forecasted				
	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Staffing/Enrollment										
Total Student Enrollment	321	333	344	339	338	348	370	370	370	370
Instructional Staff	29	29	29	29	29	29	31	31	31	31
Administrative Staff	4	3	3	3	3	3	3	3	3	3
Other Staff	24	19	19	18	18	18	18	18	18	18
Purchased Services										
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 347,868.00	\$ -	\$ -	\$ -	\$ -
Utilities	-	-	-	-	-	72,800.00	-	-	-	-
Other Facility Costs	-	-	-	-	-	267,821.44	-	-	-	-
Insurance	-	-	-	-	-	17,200.00	-	-	-	-
Management Fee	-	-	-	-	-	-	-	-	-	-
Sponsor Fee	-	-	-	-	-	28,017.18	-	-	-	-
Audit Fees	-	-	-	-	-	21,000.00	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	9,700.00	-	-	-	-
Food Service	-	-	-	-	-	145,000.00	-	-	-	-
Legal	-	-	-	-	-	6,500.00	-	-	-	-
Marketing	-	-	-	-	-	500.00	-	-	-	-
Consulting	-	-	-	-	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 916,406.62	\$ -	\$ -	\$ -	\$ -
Receipts										
Opportunity Grant per FTE Student	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Targeted Assistance per FTE Student	-	-	-	-	-	-	-	-	-	-
K-3 Literacy Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Econ Disadvantaged Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Career Tech Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Gifted Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
LEP Funding	-	-	-	-	-	-	-	-	-	-
State Special Education Funding	-	-	-	-	-	-	-	-	-	-
Transportation Funding	-	-	-	-	-	-	-	-	-	-
Facilities Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Food Services Receipts per FTE Student	-	-	-	-	-	256,645.00	-	-	-	-
Title I Allocation per Eligible FTE Student	-	-	-	-	-	351,773.70	-	-	-	-
Title II-A Allocation per Eligible FTE Student	-	-	-	-	-	35,676.75	-	-	-	-
Title VI-B (IDEA B) Funding	-	-	-	-	-	64,225.08	-	-	-	-
USDOE Competitive Grants	-	-	-	-	-	-	-	-	-	-
ODE Competitive Grants	-	-	-	-	-	-	-	-	-	-
E-Rate Grants	-	-	-	-	-	-	-	-	-	-
Board Philanthropic Grants	-	-	-	-	-	-	-	-	-	-
Foundation Grants	-	-	-	-	-	-	-	-	-	-
Other Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,028.47	\$ -	\$ -	\$ -	\$ -
Disbursements										
Instruction Percentage of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Admin/Operations Percentage of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Instruction Supplies/Tech per FTE Student	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Instruction Supplies/Tech per Teacher	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inflation Adjustment for Instruction Staff	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

FIVE YEAR FORECAST

	Actual					Forecasted				
	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Inflation Adjustment for Admin/Ops Staff	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Inflation Adjustment for Instruction Sup/Tech	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Inflation Adjustment for Admin/Ops Sup/Tech	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Inflation Adjustment for Facilities Expenses	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
One-Time Facilities/Utilities Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sponsor Fees (% of State Foundation)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Other Unrestricted Expenses / Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Financial Metrics										
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	XXXX	3.74%	3.30%	-1.45%	-0.29%	2.96%	6.32%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	XXXX	271.17%	-85.50%	560.85%	-4.83%	76.59%	-13.04%	0.00%	0.00%	0.00%
Growth in Operating Receipts	XXXX	0.01%	8.75%	-2.05%	-3.86%	9.26%	6.84%	0.00%	0.00%	0.00%
Growth in Non-Operating Receipts/Expenses	XXXX	8.31%	-3.93%	3.69%	-23.07%	3.39%	-0.08%	-0.10%	-0.17%	-0.17%
Days of Cash	0.47	0.44	0.47	0.52	0.52	0.40	0.33	0.27	0.19	0.09

Assumptions Narrative Summary

Enrollment	9% then 0%	FY19 will have a 9% increase due to adding adding 8th grade. In FY20-FY22 we project a 0% increase.
Salaries	3%	Salaries include a 3% increase.
Benefits	11%	Hospitalization includes an 3% increase.
State Foundation Payments	7% then 0%	Foundation increases in FY19 due to adding 8th grade, then FY20-FY22 we project a 0% increase. FY15, 16 & 17 Foundation went down and we have had years where we haven't had increases in Foundation, so we always project a 0% increase.
Rent	0%	We expect our rent to stay the same.
Sponsor Fee	0%	The sponsor fee will stay steady at 3%.
Food Services	3%	Food Services expenses will increase at least 3%. We don't collect any breakfast and lunch money form our families because we have a free breakfast & lunch program (8th year). We are in an advanced purchasing group to keep expenses down.
All other Purchased Services	3%	We budget a 3% increase for purchase services.
Expenses	3%	All other expenses are increased 3%.

Attachment 10

Your Summary of Benefits



Mahoning County School Employees Insurance Consortium
Blue Access® (PPO)
Effective 07/01/2017

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$300/\$600	\$600/\$1,200
Coinsurance Limit (Single/Family)	\$500/\$1,000	\$1,250/\$2,500
Out-of-Pocket Limit (Single/Family)(includes deductible, medical & Rx copayments and coinsurance)	\$7,150/\$14,300	Unlimited
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> allergy injections (PCP and SCP) allergy testing MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products 	\$10/\$25 10% 10% 10%	30% 30% 30% 30%
Preventive Care Services <ul style="list-style-type: none"> Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, and Hearing screenings. 	No cost share	30%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> facility/other covered services (copayment waived if admitted) Urgent Care Center Services <ul style="list-style-type: none"> MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products Allergy injections Allergy testing 	\$100/10% \$25 10% 10% 10%	\$100/10% 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	10%	30%
Blue 9		

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> Unlimited days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 120 days for skilled nursing facility 	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	10%	30%
Other Outpatient Services including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined) Durable Medical Equipment Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	10% 10%	30% 10%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation Unlimited Pulmonary Rehabilitation Unlimited Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 36 visits Speech therapy: 20 visits 	10% 10%	30% 30%
Accidental Dental: Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse¹ <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	Benefits provided in accordance with Federal Mental Health Parity	30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	10%	30%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals- (Generic, Brand Formulary, Brand Non formulary, Specialty)		
<ul style="list-style-type: none"> Network Retail Pharmacies: Up to 30 days: Up to 90 days: Home Delivery Service: (90-day supply) 	\$5/\$25/\$50/\$100 (Specialty) \$12.50/\$62.50/\$125/Specialty N/A \$12.50/\$62.50/\$125/ \$100(Specialty 30 day supply)	25% Not covered
** Member may be responsible for additional cost when not selecting the available generic drug. ** Prilosec OTC/omeprazole **Medicare Rx - Wrap	No cost share	

Notes:

- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum.
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums do accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Live Health Online (LHO) is covered at the PCP costshare.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – unlimited visits/Calendar Year
- Plan to cover surgical treatment of morbid obesity, medical, \$30,000 Lifetime.
- Plan to cover Rx for surgical treatment of morbid obesity.
- Plan to cover sexual dysfunction, medical and Rx.
- Exclude elective abortions
- 4th qtr. Deductible carryover applies.

¹ We encourage you to review the Schedule of Benefits for limitations.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Benefit Booklet, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Your Summary of Benefits
Mahoning County School Employees Insurance Consortium (MCSEIC)
Anthem Dental Complete



WELCOME TO YOUR DENTAL PLAN!

This benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your employee benefits booklet.

Dental coverage you can count on

Your Anthem dental plan lets you visit any licensed dentist or specialist you want - with costs that are normally lower when you choose one within our large network.

Savings beyond your dental plan benefits - you get more for your money.

You pay our negotiated rate for covered services from in-network dentists even if you exceed your annual benefit maximum.

YOUR DENTAL PLAN AT A GLANCE		In-Network	Out-of-Network	
Annual Benefit Maximum * Per insured person	Calendar Year	\$1,000	\$1,000	
D&P applies to Annual Maximum		Yes	Yes	
Orthodontic Lifetime Benefit Maximum * Per eligible insured person		\$1,500	\$1,500	
Annual Deductible (The Deductible does not apply to Orthodontic Services) * Per insured person * Family maximum	Calendar Year *4th Quarter Deductible Carry Over Applies*	\$25 3X Individual	\$25 3X Individual	
Deductible Waived for Diagnostic/Preventive Services		Yes	Yes	
Out-of-Network Reimbursement Options:		90th percentile		
Dental Services		In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
Diagnostic and Preventive Services * Periodic oral exam * Teeth cleaning (prophylaxis) * Bitewing X-rays: 2X per 12 months * Intraoral X-rays		100% Coinsurance	100% Coinsurance	No Waiting Period
Basic Services * Amalgam (silver-colored) Filling * Front composite (tooth-colored) Filling * Back composite Filling, Alternated to Amalgam Benefit * Simple Extractions		80% Coinsurance	80% Coinsurance	No Waiting Period
Endodontics * Root Canal		80% Coinsurance	80% Coinsurance	No Waiting Period
Periodontics * Scaling and root planing		80% Coinsurance	80% Coinsurance	No Waiting Period
Oral Surgery * Surgical Extractions		80% Coinsurance	80% Coinsurance	No Waiting Period
Major Services * Crowns		50% Coinsurance	50% Coinsurance	No Waiting Period
Prosthodontics * Dentures * Bridges * Dental implants Not Covered		50% Coinsurance	50% Coinsurance	No Waiting Period
Prosthetic Repairs/Adjustments		80% Coinsurance	80% Coinsurance	No Waiting Period
Orthodontic Services Adults & Dependent Children		60% Coinsurance	60% Coinsurance	No Waiting Periods

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your employee benefits booklet. In the event of a discrepancy between the information in this summary and the employee booklet, the employee booklet will prevail.

Emergency dental treatment for the international traveler

As an Anthem dental member, you and your eligible, covered dependents automatically have access to the International Emergency Dental Program.**

With this program, you may receive emergency dental care from our listing of credentialed dentists while traveling or working nearly anywhere in the world.

** The International Emergency Dental Program is managed by DeCare Dental, which is an independent company offering dental-management services to Anthem Blue Cross Life and Health Insurance Company

Finding a dentist is easy.

To select a dentist by name or location:

- Go to anthem.com/mydentalvision or the website listed on the back of your ID card.
- Call the toll-free customer service number listed on the back of your ID card.

TO CONTACT US:

Call	Write
Refer to the toll-free number indicated on the back of your plan ID card to speak with a U.S.-based customer service representative during normal business hours. Calling after hours? We may still be able to assist you with our interactive voice-response system.	Refer to the back of your plan ID card for the address.

Limitations & Exclusions

<p>Limitations – Below is a partial listing of dental plan limitations when these services are covered under your plan. Please see your certificate of coverage for a full list.</p> <p>Diagnostic and Preventive Services</p> <p>Oral evaluations (exam) Limited to two per Calendar Year</p> <p>Teeth cleaning (prophyaxis) Limited to two per Calendar Year</p> <p>Intraoral X-rays, single film Limited to four films per 12-month period</p> <p>Complete series X-rays (panoramic or full-mouth) Coverage Every 3 Years</p> <p>Topical fluoride application Limited to once every 12 months</p> <p>Sealants Limited to one per tooth every 36 months; sealants covered under Preventive Services.</p> <p>Basic and/or Major Services</p> <p>Crowns Limited to once per tooth in a five-year period</p> <p>Fixed or removable prosthodontics – dentures, partials, bridges Covered once in a five-year period; benefits are provided for the replacement of an existing bridge, denture or partial for members.</p> <p>Inlays/Onlays Limited to once per tooth in a five-year period.</p> <p>Reline/Rebase of Dentures Covered every 36 months.</p> <p>Brush Biopsy Not Covered</p> <p>ADDITIONAL LIMITATION FOR ORTHODONTIC SERVICES</p> <p>Orthodontia Limited to one course of treatment per member per lifetime</p>	<p>Exclusions – Below is a partial listing of noncovered services under your dental plan. Please see your certificate of coverage for a full list.</p> <p>Services provided before or after the term of this coverage</p> <p>Services received before your effective date or after your coverage ends, unless otherwise specified in the employee benefits booklet</p> <p>Orthodontics (unless included as part of your dental plan benefits) Orthodontic braces, appliances and all related services</p> <p>Cosmetic dentistry Services provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist</p> <p>Drugs and medications Intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care</p> <p>Analgesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.</p> <p>Extractions - Surgical removal of third molars (wisdom teeth) that do not exhibit symptoms or impact the-year p oral health of the member</p>
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The in-network dental providers mentioned in this communication are independently contracted providers who exercise independent professional judgment. They are not agents or employees of Anthem Blue Cross Life and Health Insurance Company.



Choice of dentists

While your dental plan lets you choose any dentist, you may end up paying more for a service if you visit an out-of-network dentist.

Here's why:

In-network dentists have agreed to payment rates for various services and cannot charge you more. On the other hand, out-of-network dentists don't have a contract with us and are able to bill you for the difference between the total amount we allow to be paid for a service – called the "maximum allowed amount" – and the amount they usually charge for a service. When they bill you for this difference, it's called "balance billing."

How Anthem dental decides on maximum allowed amounts

For services from an out-of-network dentist, the maximum allowed amount is determined in one of the following ways:

- Out-of-network dental fee schedule/rate developed by Anthem, which may be updated based on such things as reimbursement amounts accepted by dentists contracted with our dental plans, or other industry cost and usage data
- Information provided by a third-party vendor that shows comparable costs for dental services
- In-network dentist fee schedule

Here's an example of higher costs for out-of-network dental services

This is an example only. Your experience may be different, depending on your insurance plan, the services you receive and the dentist who provides the services.

Ted gets a crown from an out-of-network dentist, who charges \$1,200 for the service and bills Anthem for that amount.

Anthem's maximum allowed amount for this dental service is \$800. That means there will be a \$400 difference, which the dentist can "balance bill" Ted.

Since Ted will also need to pay \$400 coinsurance, the total he'll pay the out-of-network dentist is \$800.

Here's the math:

- Dentist's charge: \$1,200
- Anthem's maximum allowed amount: \$800
- Anthem pays 50%: \$400
- Ted pays 50% (coinsurance): \$400
- Balance Ted owes the provider: $\$1,200 - \$800 = \$400$
- Ted's total cost: $\$400 \text{ coinsurance} + \$400 \text{ provider balance} = \800

In the example, if Ted had gone to an in-network dentist, his cost would be only \$400 for the coinsurance because he would not have been "balance billed" the \$400 difference.

Dental Benefit - Alternate Plan Option

Proposed Effective Date: 07/01/2018

	Anthem / Current Plan		Anthem / Alternative Plan	
	Current Plan		Enhanced Option	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Coinsurance (Percent Paid by Plan):				
Deductible (Single/Family):	\$25 / \$75	\$25 / \$75	\$25 / \$75	\$25 / \$75
Annual Maximum:	\$1,000	\$1,000	\$1,500	\$1,500
Services that Apply to Annual Maximum:	All services except Orthodontia	All services except Orthodontia	All services except Preventive & Orthodontia	All services except Preventive & Orthodontia
Annual Maximum Carryover:	Not Included	Not Included	Up to \$250 per year, not to exceed \$1,000	Up to \$250 per year, not to exceed \$1,000
Diagnostic/Routine/Preventive:	100%	100%	100%	100%
Extra Cleanings for Pregnant & Diabetic:	Not Covered	Not Covered	Covered at 100%	Covered at 100%
Basic Restorative Services:	80%	80%	80%	80%
Brush Biopsy:	Not Covered	Not Covered	Covered at 80%	Covered at 80%
Filling:	Amalgam at 80%	Amalgam at 80%	Composite at 80%	Composite at 80%
Endodontics:	80%	80%	80%	80%
Periodontics:	80%	80%	80%	80%
Major Services:	50%	50%	50%	50%
Dental Implants:	Not Covered	Not Covered	Covered at 50%	Covered at 50%
Orthodontics (Covers all Members):	60%	60%	60%	60%
Orthodontics Lifetime Maximum:	\$1,500	\$1,500	\$1,500	\$1,500

This information is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This information is not a contract and offers no contractual obligation on behalf of GBS. Policy forms for your reference will be made available upon request.

**WELCOME TO
BLUE VIEW VISION!**

Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!



Blue View VisionSM

Your Blue View Vision network

Anthem Blue Cross and Blue Shield vision members have access to one of the nation's largest vision networks. Blue View Vision is the only vision plan that gives members the ability to use their in-network benefits at 1-800 CONTACTS, or choose a private practice eye doctor, or go in store to LensCrafters®, Sears OpticalSM, Target Optical®, JCPenney® Optical and most Pearle Vision® locations.

Out-of-network: If you choose to, you may receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement of your out-of-network allowance. In-network benefits and discounts will not apply.

YOUR BLUE VIEW VISION PLAN AT-A-GLANCE

VISION PLAN BENEFITS

Routine eye exam once every 12 months

IN-NETWORK

\$15 copay

OUT-OF-NETWORK

\$15 allowance

Eyeglass frames

Once every 12 months you may select an eyeglass frame and receive an allowance toward the purchase price

\$100 allowance, then 20% off any remaining balance

\$30 allowance

Eyeglass lenses (Standard)

Once every 12 months you may receive any one of the following lens options:

- Standard plastic single vision lenses (1 pair)
- Standard plastic bifocal lenses (1 pair)
- Standard plastic trifocal lenses (1 pair)
- Standard plastic lenticular lenses (1 pair)

\$0 copay
\$0 copay
\$0 copay
\$0 copay

\$10 allowance
\$20 allowance
\$30 allowance
\$40 allowance

Eyeglass lens enhancements

When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.

- Transitions® Lenses (for a child under age 19)
- Standard Polycarbonate (for a child under age 19)
- Factory Scratch Coating

\$0 copay
\$0 copay
\$0 copay

No allowance on lens enhancements when obtained out-of-network

Contact lenses – once every 12 months

- Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.
- Elective Conventional Lenses; or
 - Elective Disposable Lenses; or
 - Non-Elective Contact Lenses

\$100 allowance, then 15% off any remaining balance

\$40 allowance

\$100 allowance (no additional discount)

\$40 allowance

\$200 allowance (no additional discount)

\$75 allowance

Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.

BLUE VIEW VISION MEMBER EXCLUSIVE!

You may use your in-network benefit to order your contact lenses from 1-800 CONTACTS.

1-800 CONTACTS offers a huge in-stock inventory, unbeatable prices, outstanding customer service and free shipping. Just call 1-800 CONTACTS or go to 1800contacts.com for fast and easy ordering of your contact lenses.

EXCLUSIONS & LIMITATIONS (not a comprehensive list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.

Excess Amounts. Amounts in excess of covered vision expense.

Sunglasses. Sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS ONLY

In-network Member Cost
(after any applicable copay)

Retinal Imaging - at member's option can be performed at time of eye exam

Not more than \$39

Eyeglass lens upgrades

When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

o Transitions ¹ lenses (Adults)	\$75
o Standard Polycarbonate (Adults)	\$40
o Tint (Solid and Gradient)	\$15
o UV Coating	\$15
o Progressive Lenses ¹	
o Standard	\$65
o Premium Tier 1	\$85
o Premium Tier 2	\$95
o Premium Tier 3	\$110
o Anti-Reflective Coating ²	
o Standard	\$45
o Premium Tier 1	\$57
o Premium Tier 2	\$68
o Other Add-ons and Services	20% off retail price
o Complete Pair	40% off retail price
o Eyeglass materials purchased separately	20% off retail price
o Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price

Additional Pairs of Eyeglasses

Anytime from any Blue View Vision network provider

Eyewear Accessories

Contact lens fit and follow-up

A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.

o Standard contact lens fitting ³	Up to \$55
o Premium contact lens fitting ⁴	10% off retail price

Conventional Contact Lenses

o Discount applies to materials only	15% off retail price
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SOME OF THE ADDITIONAL SAVINGS AVAILABLE THROUGH OUR SPECIAL OFFERS PROGRAM

1-800 CONTACTS

After your benefits for the coverage period have been used, you can save on contact lenses with this offer.⁵

o For this and other great offers, login to <u>member services</u> , select discounts, then Vision, Hearing & Dental	Save \$20 on orders of \$100 or more and get free shipping
o For this offer and more like it, login to <u>member services</u> , select discounts, then Vision, Hearing & Dental	Discount per eye

Laser vision correction surgery

LASIK refractive surgery.

¹ Please ask your provider for his/her recommendation as well as the progressive brands by tier.

² Please ask your provider for his/her recommendation as well as the coating brands by tier.

³ A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

⁴ A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

⁵ Discount cannot be used in conjunction with your covered benefits.

OUT-OF-NETWORK

If you choose an out-of-network provider, please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. When visiting an out-of-network provider, discounts do not apply and you are responsible for payment of services and/or eyewear materials at the time of service.

To Fax: 866-293-7373
To Email: oonclaims@eyewearspecialoffers.com
To Mail: Blue View Vision
Attn: OON Claims
P.O. Box 8504
Mason, OH 45040-7111

Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network. If you have questions about your benefits or need help finding a provider, visit anthem.com or call us at 1-866-723-0515.

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. Discounts referenced are not covered benefits under this vision plan and therefore are not included in the member's policy. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan. Frame discounts may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Discounts are subject to change without notice. This benefit overview is only one piece of your entire enrollment package.